

Telephone Service Agreement (TSA) – United Kingdom PLEASE USE BLACK INK, WRITE IN CAPITALS AND WRITE CLEARLY WITHIN THE BOXES.

Please complete in capital letters with black ink, sign and send by email to: UK.Entry@acneuro.com Or fax to: 020-77440097 Or send to: ACN European



	$\overline{}$	~	~	~	~	~	~	~	$\overline{}$
		~					_^_	_^_	
Independent Business Owner Name:				Bus	iness	ID:			

Independent Business Owner Signature

Services Ltd P.O. Box 427, Hounslow TW4 6DR, United Kingdom. 1. Customer Status	UK-TSA-115
O New Customer O Existing Customer	If You are a current ACN Customer, your calling plan will remain the same
If you are an existing customer please	enter your ACN account no: as what you currently have unless you expressly request to change this in section 6 of this form.
2. Telephone numbers (complete either 2A or 2B)	
2.A Analogue lines (include the area code) 2.B	ISDN lines (include the area code)
	Please always enter ALL numbers of your ISDN connection. It is not possible to preselect only parts of an ISDN connection.
Addition	onal numbers: 2.a 2.b 2.b
	ess details must match the address on the BT invoice. (Make sure the post code field is completed as it appears on your BT invoice).
Date of Birth: DD/MM/YYYY: Title: Fin	rst Name: Initials:
Surname:	MANDATORY Email address:
House Name:	Number:
Street:	
Town:	City:
Postcode: Daytime Telephone No	MANDATORY National Insurance number:
	ess details must match the address on the BT invoice. (Make sure the post code field is completed as it appears on your BT invoice).
Company name:	Registration number:
Company contact:	MANDATORY Email address company contact:
House Name:	Number:
Street:	
Town:	City:
Postcode: Contact person	VAT Number:
telephone no.:	<u>UK</u>
·	ng services will NOT be transferred automatically. Please choose the services you want from the selection below
O Line Rental Analogue Residential ¹ O Line Rental Analog	gue Residential with Up Front Payment ² O Line Rental Analogue Business ¹ O Line Rental ISDN2 Standard ¹
	¹ Includes CPS and a binding period of 12 months. ² Includes CPS, the advance payment is non-refundable.
Additional Services (only available with Analogue Line Rental): O Call Waiting O Ring Back O Caller Display O	Call Diversion O Reminder Call O Permanent Number Withhold O Answer 1571 O 3 Way Calling
Please refer to ACN price list for more information.	oda Briefston O Refilling oda O Fermanen Hamber Wilding O Arby Calang
6. ACN Calling Plan	8. Authorisation
-	imall Business Select ³ O MANDATORY By submitting this order, I am making a binding offer to ACN European Services Ltd. ("ACN") to
O Select National 2 O Select Mobile 2 O Select International Zone 1 2 O Select International Zone 2 O Select International Zon	purchase the selected services. I understand that ACN may reject my order for any reason and that my order is not complete until I receive a confirmation email from ACN. I have read and agree to the Terms and
	Conditions and the Price List for the service that I have ordered. I consent to the collection and processing of my personal data and the transfer my personal data to third parties as described in the Privacy Policy.
¹ ACN Select is limited to residential customers only. ² Monthly Charge applies. ³ ACN Small Business Select is limited to small businesses only.	Authorisation for Service Activation: MANDATORY I authorise ACN and any other operators to take all actions necessary to activate the selected ACN Services and ACN Equipment. I direct my current local telephone provider to designate ACN as my preselected carrier for all local,
Activisma and activism activism and activism activism and activism ac	national and international calls. I acknowledge that this authorisation will override any previous carrier selections that I have made. I acknowledge that it is up to me to cancel these options or forfeits with my local loop operator or previous
	alternative service provider(s) or operator. ACN will not be liable for any monies billed to me by the local loop operator for options I have not cancelled.
7. Directory Listing Options	O MANDATORY I request ACN to provision the selected services before the end of the Withdrawal Period as described in the Terms and Conditions. I understand and agree that if I retract this Agreement after my services are provisioned,
○ Full Listing*	I will have to pay for the services provided to me prior to the date that I withdraw. Use of Personal Data:
* If nothing else is selecte selected by default. Direc	tony listings will reflect In the Terms and Conditions and the Privacy Policy. I understand that I may withdraw this consent at any time. I agree
Directory Enquiry Listing Only the information as it is ent	
O No Listing	O MANDATORY I agree to accept electronic invoicing.
Cueteman Camina	I am an ACN Independent Business Owner O Yes O No
Customer Service : 020-360-85-050	
www.myacn.eu	Customer Signature Date [DD/MM/YYY]



These Standard Terms and Conditions apply to the ACN Services described in Clause 2. Additional terms and conditions may apply to the provision of specific ACN Services.

Definitions

- For purposes of this Agreement, the words below are defined in the body of these Standard Terms and Conditions. "Acceptable Lasge Policy" or "AUP" means our acceptable usage policy available on the Customer Portal.
- "Account" means your Customer account(s) for your purchase and usage of ACN Services and ACN Equipment.
- "ACN", 'us", or "we" means ACN Equipment.
 "ACN", 'us", or "we" means ACN European Services Ltd., having its registered office at 7 Albemarle Street, London WIS 4HQ, United Kingdom and registered with the Companies House under number 03650246.
- riouse under number 0500246.

 "ACN Business Partner" means a person with whom the ACN Group has entered into a business relationship in relation to the provision of ACN Services.
- proxision of ACN Services.

 ACN Equipment "means any telecommunications equipment sold directly to You by ACN pursuant to this Agreement. ACN Equipment includes (i) the ACN Videophone, which permits video and audio calling; (ii) the ACN Digital Phone Service Phone Adaptor; and (iii) any other ACN-provided telecommunications device. Devices and equipment leased to You by Us or provided by You or another telecommunications or utilities provider; such as computers, telephones, or the winning in your home, are not ACN Equipment for the purpose of this Agreement.

 ACN Service "means a telepromunications spring pring propagation"
- "ACN Service" means a telecommunications service or product offered to Customers by ACN.
- ollered to Outstorners by AUN.

 "Agreement" means the service agreement between You and ACN comprised of Telephone Services Agreement ["TSA"], these Standard Terms and Conditions, the Additional Terms and Conditions applicable to the specific ACN Services, the Privacy Policy and the Price List, each as currently in effect, on the basis of which we will deliver the ACN Service to You.
- "Charges" mean all fees, charges, and surcharges for ACN Services and ACN Equipment as set out in the Price List.
- "Customer" or "You" means a person who purchases or uses ACN Services or ACN Equipment.
- ACM Services or Act Pulphriem: Customer Portal "means ACN's Customer Services website located at www.myacn.eu or other URL notified by us. "Effective Date" has the meaning given in Clause 3. "Initial Term" has the meaning given in Clause 4.

- "Premises" means the physical location at which we provide ACN Services to You.
- "Price List" means ACN's current price list, which is available on the Customer Portal or by contacting Customer Services.
- "Service Start Date" has the meaning given in Clause 3.
- "Standard Terms and Conditions" means these ACN Standard Terms and Conditions.

ACN Services

ACN offers the following services under these Standard Terms and Conditions:

Carrier Pre-Selection (CPS). Carrier Pre-Selection allo Carrier Pre-Selection (CPS). Carrier Pre-Selection allows Vou to direct that all or certain types of calls be carried by ACN automatically without the need to dial a special code. Your telephone line will continue to be provided and maintained by your current telephone provider unless You purchase Line Rental from ACN. All of the calling features that You receive from your current telephone provider may not be available

from ÁCN.

Line Rental (Subscription). If You purchase Line Rental from ACN, ACN will provide and maintain your telephone line and give You the facility to make and receive telephone calls. All of the calling features that You receive from your current telephone provider may not be available from ACN. You can continue to purchase other telecommunications services from other providers. If you purchase Line Rental from ACN, you must also purchase CPS. Line Rental is only available in areas where the access line is owned by BT.

Digital Phone Service (DPS). DPS is a telecommunications service that allows You to make and receive video and voice

service that allows. You to make and receive video and voice calls via the Internet using the ACN Videophone or voice-only calls using the ACN Digital Phone Service Phone Adaptor. DPS requires a broadband Internet connection. If ACN does not offer broadband Internet service in your area, You must obtain it from another movide.

Start and Term of this Agreement

- art and Term of this Agreement
 This Agreement begins on the date You sign or electronically submit your offer to ACN or receive the ACN Equipment, if applicable ["Effective Date"]. ACN reserves the right to terminate this Agreement immediately and without notice for any reason prior to the date we supply ACN Services to You. Your "Service Start Date" is the earlier of the date that ACN begins the supply of ACN Services to You or the date You receive a letter from ACN confirming the supply of ACN Services. If You purchase more than one ACN Service, they may have different Service Start Dates.

 Vhis Agreement will continue for an initial period of tweety Jonanths, unless agreed otherwise, from the Service Start Date the Initial Term"] for each ACN Service that You purchase. At the end of the Initial Term, this Agreement will become an indefinite agreement until terminated by ACN or You.

 urr Obligations to ACN

Your Obligations to ACN

Provision of ACN Services and ACN Equipment

- You authorise ACN and any ACN Business Partner to take all reasonable steps necessary to supply the ACN Services or ACN Equipment to You.
- Equipment to You.

 You agree to follow the instructions that ACN gives You regarding the provision and installation of ACN Services and ACN Equipment. You agree to allow ACN and ACN Business Partners to access the Premises if necessary to install or repair ACN Equipment. If ACN has to access land outside of the Premises, You agree that You have already obtained the necessary permissions from third parties to allow such access.
- You agree to take care of your ACN Equipment. If your ACN Equipment is damaged as a result of your actions, You will have to pay to have it repaired or replaced.
- to pay to have it repaired or replaced.

 You acknowledge that ACN does not own or control any telecommunications equipment, wring, or ducts and conduits located on the Premises. You confirm that equipment provided by You or other telecommunications providers is in good working order and complies with applicable technical standards. ACN is not liable if we are unable to provide any ACN Service to You or for reduced service quality resulting from equipment provided by You or third parties.

 If we provide You a telephone number, You agree You do not own the number and may not sell or transfer it to any other person, except that You may transfer the number to another telecommunications provider as permitted by law.

 ep of ACN Services and ACN Equipment

- Jesion, Rucep, und Normay reaser due number of another leterorimumications provider as permitted by law.

 Use of ACN Services and ACN Equipment

 10. ACN Services and ACN Equipment are intended for personal use. ACN makes no representation that the ACN Services and ACN Equipment are fit for any specific business purpose. If You use ACN Services or ACN Equipment for business purposes. You acknowledge that they may not meet your specific needs. ACN is not responsible for any losses if You use ACN Services or ACN Equipment for business purposes.

 11. You are responsible for ensuring that only persons You authorise use your ACN Services or ACN Equipment. You must notify ACN if your ACN Services or ACN Equipment. You must notify ACN if your ACN Services or ACN Equipment are being used in an unauthorised or fraudulent manner or if your ACN Equipment is stolen. You are responsible for all usage of ACN Equipment are perfectly and account of the ACN Services or ACN Equipment or ACN Services or ACN Equipment and ACN Services or ACN Equipment and ACN Services or ACN Equipment or ACN Equipment and ACN Services or ACN Equipment or ACN Equipment and ACN Services or ACN Equipment or ACN Equipment and ACN Services or ACN Equipment or ACN Equipment and ACN Services or ACN Equipment or ACN Equipment and ACN Services or ACN Equipment or ACN Equipment and ACN Services or ACN Equipment or ACN Equipment and ACN Services or ACN Equipment and ACN Equipment and ACN Services or ACN Equipment and ACN Equipment and ACN Services or ACN Equipment and ACN Equipment and ACN Services or ACN Equipment and ACN Equipment and ACN Services or ACN Equipment and ACN Equipment and
- You may not resell or use ACN Services or ACN Equipment on a commercial basis, including for teleshops, operator activities, telemarketing organizations, prepaid card providers, and call

- centre operations
- centre operations.

 Your use of ACN Services and ACN Equipment must comply with our Acceptable Usage Policy , You must not use ACN Services or ACN Equipment lal for the transmission of material that is defamatory, offensive, abusive, obscene, or menacing; [b] for any improper, immoral, fraudulent, or unlawful purpose; [c] in a manner that infringes the rights of any other person; [d] to make offensive, indecent, menacing, nuisance or noax calls; or [e] in a manner that could damage or corrupt ACN Services or ACN Equipment.
- ACN Equipment.

 I. If You purchase Line Rental, You agree not to connect any equipment that could harm the telecommunications network. You also agree not to connect equipment to the network other than by using a main telephone socket provided by British Telecommunications plc without ACN's consent.

ACN's Obligations

- ACN's Obligations

 15. ACN will supply ACN Services and ACN Equipment within thirty (30) days of the date we accept your offer to conclude an Agreement. For DPS only, ACN will provide DPS within 30 days from the date of the receipt by the customer of ACN Equipment. You have the right to terminate this Agreement if ACN fails to deliver ACN. Services or ACN Equipment within 30 days to use to our error, unless you have requested a later delivery date, and provided you first make a written request to ACN folding the 30 days requesting delivery and ACN fails to deliver the ACN. Services or ACN Equipment within in a reasonable time following this request. You will continue to receive service from your current telephone provider until your ACN Services are connected.
- are connected.

 ACN will use reasonable care to provide continuous, high-quality service to You. However, events beyond our control, such as network failures or congestion by other telecommunications providers, power outages, severe weather, governmental or labour actions, and acts of God, may prevent us from providing ACN Services or affect service quality. These are referred to as FORCE MAJEURE EVENTS. In these cases, ACN is not label for any failure or defect and You remain responsible for payment for your ACN Services.
- You can obtain current information on all ACN Services. You can obtain current information on all ACN Services and ACN Equipment, including Charges and terms and conditions of service, on the Customer Portal or by contacting Customer Services.

Charges and Payment

- arges and Payment

 You agree to pay all Charges for the ACN Services and ACN Equipment whether You or someone else uses your ACN Services or ACN Equipment. You are responsible for unauthorised and fraudulent use unless You give notice to ACN as set forth in Clause 11. You are responsible for calls to special, premium, and international numbers even if You have requested that calls to those numbers be blocked. ACN will invoice You for the Charges in accordance with the Price List, All Charges include WAT. We normally bill monthly in advance for recurring Charges, such as monthly subscription fees, and in arrears for usage-based Charges, like calling. Usage-based Charges will usually appear on you met invoice, but they may appear on a later invoice to the extent permitted by law. We may issue corrected invoices for prior months. We may bill You more often than monthly if, for example, your usage is higher than normal.

 Depending on the ACN Services You purchase, ACN will send
- higher than normal.

 Depending on the ACN Services You purchase, ACN will send You a paper or electronic invoice. Paper invoices are sent to the Premises unless we agree to send them to a different address. For electronic invoices, ACN will send a meall to the email address that You provide to ACN advising You that your invoice is available on the Customer Portal and including a hyperlink to the invoice. You may have to pay a Charge las set forth in the Price Listli if You choose to receive paper invoices or if you request a copy of an invoice. 20
- request a copy of an invoice. You must advise us if your billing or email address changes. You can change your information using the Customer Porfal or by contacting Qustomer Services. You are responsible for invoices sent to your prior billing or email address if You do not tell us of a change. ACN is not responsible if an invoice or email is not delivered for reasons outside our control.
- delivered for reasons outside our control.

 You can request standard or itemized invoices. Standard invoices summarize your telephone usage. Itemized invoices provide details of the telephone numbers that You call and may mask the last 4 digits. You may have to pay a Charge las set forth in the Price List; If You choose to receive itemized invoices. You can choose how You will pay your invoices by using the Customer Portal or contacting Customer Services. Available payment methods may vary depending on the ACN Service or ACN Equipment that You purchase. If You have chosen to pay by credit or debit card or direct debit, your payment method will be indicated on your invoices. Some payment methods are subject to an administrative Charge las set forth in the Price List]. You may receive a discount if You pay was direct debit If You
- indicated on your invoices. Some payment methods are subject to an administrative Charge las set forth in the Price Listl. You may receive a discount if You pay will direct debit. If You pay ACN by credit or debit card or direct debit. You may act to authorise ACN to automatically charge your credit or debit card or debit your bank account. The full amount of the Charges due will be charged to your credit card or debit do not not be debit of the charged to your bank account on the due date. You authorise ACN to charge Your credit card at the time of subscription, the event has later rejected. ACN will be entitled to charge the full amount of usual payments or your payment and and all future payments to Your credit card You will be subject to a Charge las set forth in the Price Listl if your payment is rejected or cancelled. ACN will also receive from You any costs, fees, or expenses we incur as a result of a failed payment. If a direct debit payment has been rejected or cancelled ACN will also receive from You any costs, fees, or expenses we incur as a result of a failed payment. If a direct debit payment has been rejected or cancelled previously due to incorrect details to ACN within 5 days of ACN's request to do so, You authorize ACN to within 5 days of ACN's request to do so, You authorize ACN to a submitted, and if You fail to rared it further payments under these terms until You submit the correct details for a direct debit to be set up for Your debit card.

 You agree to pay all Charges by the due date indicated on the invoice. If a due date is not indicated, payment is due twenty-one [21] days after the invoice date. If You pay after the due date, You will be subject to a Charge lass set forth in the Price Listl to compensate ACN for your breach of this Agreement. Alternatively, ACN may charge for technical assistance for requipment not provide by ACN, including fees of debt.
- Collection agencies, filing and court costs, and attorneys' fees. You are responsible for any Charges for technical assistance for equipment not provided by ACN, including Charges for lader, materials, and visits from ACN or third-party personnel. You may be subject to a Charge if a You cancel or miss a schedied technician visit or the technician is unable to access your Premises. Charges for third-party technical assistance are set by the third-party and are charged to You at ACNs cost. You agree to reimburse ACN in respect of all tosses, damages, identified to the control of the con

- ince dispute.

 29. If You are entitled to a refund of any Charges, the refund will first be used to pay any outstanding Charges and then will be credited to your Account. If You are no longer a Customer, ACN will transfer any refund to your designated bank account.

 Collection and Use of Personal Data

ACN collects, maintains, and processes personal data, such as your name, address, and date of birth, from You [Personal Data] within the scope of the General Data Protection Regulation Data Protection Act 1998 [GDPR1] by electronic and non-electronic means in connection with our performance

Standard Terms and Conditions under this Agreement, compliance with our legal obligations, and other purposes permitted by law, including fall the supply of ACN Services and ACN Equipment to You; [b] performance by our obligations and exercise our rights under this Agreement; [c] fulfillment of our contractual obligations to thrif parties; [d] legal, financial, accounting, and administrative functions; and le] protection of ACNS legal and contractual rights. You acknowledge that the provision of your Personal Data for these purposes is essential for ACNS performance of this Agreement. Your failure to provide your Personal Data and Agreement. Your failure to provide your Personal Data and Personal Data may prevent ACN from providing ACN Services to You. Except as set forth in this Clause 30 or as required by law, your Personal Data shall be kept confidential. If You consent to the use of your Personal Data for advertising, marketing, and offering of other products and services to You by ACN and third parties, You agree to receive advertising by post, email, or other media. This consent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousent can be withdrawn at any time by contacting Customer-Srousen service provider to terminate and transfer your line to the latter If You terminate during the Initial Term, You may be required to pay compensation to ACN as set forth in Clause 54.

ume by contacting Customer Services.

ACN may disclose your name, address, and telephone number to publishers of telephone directories and providers of directory enquiry services unless You ask us not to disclose this information. If required by law, we may disclose this information even if You ask us not to do so.

You agree that ACN may monitor, record, and archive telephone calls and written communications (including email) between You and ACN for training, service quality, marketing, and legal and regulatory purposes.

rou and ALN for training, service quality, frainkeling, and legat and regulatory purposes.

You consent to the disclosure of your Personal Data to (a) ACN Europe BLV, and other affiliates of ACN; (b) their respective employees, external consultants, advisors, distributors and other third parties; (c) ACN Business Partners, and (d) other third parties as permitted by law. You acknowledge that some recipients may be located in countries outside the European Union, including the United States, where the transfer is permitted by the 6DPR or other applicable taw.

You agree that ACN may disclose your Personal Data and your Account history to credit reference or fraud prevention agencies, which may keep a record of this information and may disclose this information to third parties for the purposes of assessing credit risk, preventing fraud and tracing debtors.

assessing creat risk, preventing faut and tracing decions.

You agree that your telephone number may be displayed to people that You call. If you purchase Line Rental or DPS from ACN, You may advise ACN if You do not want your telephone number displayed. ACN will use reasonable efforts to comply with your request. ACN may always disclose your name, address, and telephone number to emergency services agencies or as required by law.

You may review, correct, and delete your Personal Data by sending a written request to Customer Services. You agree to update your Personal Data should it change by using the Customer Portal or by contacting Customer Services. Suspension and Termination for Non-Payment

If You do not pay your invoice by the due date, ACN will contact You by post, email, or telephone to remind You of your obligation to pay. If You fail to pay the invoice by the deadline stated in the reminder, ACN may suspend your ACN Service. If You fail to pay by the date stated in a second reminder ACN may immediately terminate this Agreement.

ACN shall have no liability for any losses or damages resulting from any suspension of Service.

ACN may suspend the ACN Services for non-payment as set forth in Clause 38.

forth in Clause 38:

ACN may suspend the ACN Services or terminate this Agreement immediately and without prior notice to You if Ial You are in material or repeated breach of this Agreement, where repeated breach means three [3] or more breaches in any six-month period; [b] You start bankruptcy, reorganization, or insolvency proceedings or such proceedings are brought against You; [c] You engage in actions that compromise the stability, security or operability of the ACN Services, volate the Acceptable Usage Policy, or indicate potential misuse, fraud, or uncharacteristic or excessive use; [d] ACN suspects fraud by a third party; [e] required by an order, instruction, or request from a governmental agency; or Iff ACN becomes unable to supply the ACN Services for reasons beyond its control.

the AUN services for reasons beyond its control. If your ACN Services are suspended, You will be unable to make outbound calls except for calls to emergency services and certain other numbers. For CPS and Line Rental, You will continue to receive inhound calls; for DPS inhound calls will be blocked. If You purchase Line Rental from ACN, services from other telecommunications providers that depend on a fixed telephone line, such as home security systems and dial-up Internet access, may also be affected.

If your ACN Services are suspended, You must contact Customer Services to determine what actions You need to take to reinstate service. You may be assessed a Charge as set forth in the Price List to reinstate your ACN Service (as permitted by applicable law).

applicable law).

44. If your ACN Services are suspended as a result of your actions or omissions, You agree (a) to pay all Charges during the period of suspension; (b) to reimburse ACN for all fees, costs, and expenses incurred by ACN as a result of the suspension and any reconnection; and (c) that ACN is not responsible for any losses You may suffer.

45. Suspension of the ACN Services by ACN shall not prevent ACN from terminating this Agreement pursuant to Clause 54.

Ending this Agreement

To unity with a wind and the squeement of the squeement within 14 days of its conclusion [Withdrawel Period] without giving a reason If You purchased ACN Equipment, You may withdraw from this Agreement within 14 days of receipt of the ACN Equipment ACN Line Rental is only provided together with ACN CPS, so You may not withdraw from CPS and retain Line Rental with ACN.

with ACN.

To exercise your Right of Withdrawal, You must either send the completed Model Withdrawal Form, which is available on the Customer Portal, or other written communication to ACN or call Customer Services and confirm your withdrawal in writing. If You exercise your right of withdrawal, we will reimburse any payment received from You, including the cost of delivery of ACN Equipment purchased by You, within 14 days from the date on which You informed Us of your decision to withdraw from this Agreement. ACN shall reimburse You using the same means of payment that You used to pay Us unless we agree otherwise.

agree otherwise. ACN Equipment, You must return it to ACN at your own cost within 14 days of exercising your right of withdrawal to obtain a refund unless ACN directs You otherwise. We may withhold reimbursement until we receive the ACN Equipment or You provide evidence that You have shipped it to Us. ACN Equipment must be returned undamaged, in its original packaging, and with all the original contents. If You damage or fail to return the ACN Equipment, You will be charged the full retail price as set forth on the Price List.

Your right to withdraw from this Agreement

Suspension of Service

42

32

pay compensation Termination by ACN

52. ACN may terminate this Agreement under Clause 38 if You fail to pay an invoice. ACN may terminate this Agreement at any other time for any reason by giving You 30 (thirty) days written notice.

Consequences of Termination

- Consequences of Termination

 53. Termination of this Agreement will result in disconnection of your ACN Services. If You receive CPS from ACN, You will be unable to make outbound calls, except to emergency services and certain other numbers. You will be able to receive inbound calls. If You receive DPS or Line Rental from ACN, You will be unable to make or receive calls. If You receive Line Rental from ACN, services from other telecommunications providers that depend on a fixed telephone line, such as dial-up Internet access and home security systems, also will not function. You also may lose your telephone number and be unable to reclaim it.
- You also may lose your reterprione number air out or unawer or reclaim it.

 Upon termination, ACN will send You a final invoice. You agree to pay all Charges through the date of termination. If your ACN Service is subject to an Initial Term and You terminate during the Initial Term, You agree to pay ACN compensation for early termination as permitted by applicable law. This compensation may consist of all any remaining Charges for ACN Equipment, Ib) any remaining monthly recurring Charges through the end of the Initial Term; and Icl any wavable Charges Subut as activation Charges or discounts that You received for the cancelled ACN Service in order to put ACN in the position it would have been in had the contract been completed for the Initial Period. After the Initial Term, you may be subject to a Charge upon your termination of this Agreement See the Price List for details of these Charges. If You are oved a retund, ACN will deduct any amount that You ove under this Agreement.

 angees to this Agreement

will deduct any amount tha Changes to this Agreement

Changes by ACN

- Locasionally, we or other operators may have to interrupt ACN Services. If this happens, we will restore the ACN Services as quickly as we can.

 ACN may change the terms of this Agreement by giving You notice of the change. If possible, ACN will give You advance notice of any change ACN may make changes without advance notice to meet legal or regulatory requirements. If any change except changes required by Lawl is likely to cause You a material disadvantage, ACN will provide you at least one month notice of such change and You have the right to terminate this Agreement without paying penalties or cancellation charges. If You continue to use ACN Services after the change to the terms of this Agreement are effective, You are deemed to have accepted the change.
- accepted the change. ACN may change your calling plan based on your usage of ACN Services or for other reasons within ACNs reasonable discretion. ACN will provide notice of any such change with details of your new calling plan. You have the right to terminate this Agreement pursuant to Clause 58 if the change causes You a material disadvantage.

Changes by You

Changes by You

58. You may change your ACN Services by using the Customer
Portal or contacting Customer Services. We will inform You of
any Charges to the Changes resulting from the change. You may
be required to enter into a new Agreement with a new Initial
Term if You add ACN Services. ACN may reject your request to
add ACN Services if you have any outstanding payments due
to ACN. You may be required to pay compensation pursuant to
Clause S4 if You remove an ACN Service during its Initial Term.
If You move house and want to take your ACN Services with You,
contact Customer Services at least 30 days before You move.
ACN will assist You to transfer your ACN Services to your new
home if possible. You may have to pay a Change las set forth in
the Price List 1b transfer your ACN Services.

Limitation of Liability

- the Price Listl to transfer your ACN Services.

 Limitation of Liability

 99. ACN is not responsible for any loss that You may suffer arising from negligence, breach of contract, misrepresentation, loss or unavaisability of ACN Services, or other reason, for any loss of profits, sales, turnover, contracts or customers, reputational damage, loss or damage to software, data, information, or computer or other equipment, lost management or staff time, any indirect or consequential loss, or any other loss that could not have been reasonably foreseeable by ACN. ACN Services are intended for personal use and we are not responsible for any losses if You use ACN Services for business purposes.

 60. ACN will have no liability if You fal use the ACN Services or ACN Equipment in breach of this Agreement or the Acceptable. Usage Policy; [bl alter the ACN Service or ACN Equipment under any abnormal or incorrect operating conditions.

 61. Nothing in Clauses 59, 60 and 62 limits our liability if You are injured or die as a result of ACN's negligence.

 62. ACN's total liability arising out of this Agreement is limited.

- ACN's total liability arising out of this Agreement is limited to £5,000.

Other Things We Need to Tell You

- 63. In accordance with the European Union's Waste Electrical and Electronic Equipment (WEEB Directive, ACN Equipment should not be disposed of with unsorted waste due to the possible presence of hazardous substances in electronic equipment which may have effects on the environment and health. Please, contact Customer Service for details on the return and collection systems available to you.
- If You dispute a Charge or any other aspect of your ACN Service, You must contact Customer Services. ACN will try to resolve any dispute that You may have. If we cannot resolve the dispute, You may contact the Ombudsman responsible for Communications. Details regarding dispute resolution remedies are set forth in our Code of Practice which can be found on the Customer Portal. Disputes may also be brought to the Direct Selling Association, of which ACN is a member. Details of how to contact the Direct Selling Association can be found at twenty-agona with a contact the Direct Selling Association can be found at twenty-agona with a contact the Direct Selling Association can be found at twenty-agona with a contact the Direct Selling Association can be found at twenty-agona with a contact the Direct Selling Association can be found at twenty-agona with a contact the Direct Selling Association can be found at twenty-agona with a contact the Direct Selling Association can be found at twenty-agona with a contact the Direct Selling Association can be found at twenty-agona with a contact the Direct Selling Association can be found at twenty-agona with a contact the Direct Selling Association can be found at twenty-agona with a contact the Direct Selling Association can be found at the contact the Direct Selling Association can be found at the contact the Direct Selling Association can be found to the contact the Direct Selling Association can be found the contact the Direct Selling Association can be found the contact the Direct Selling Association can be found to the contact the Direct Selling Association can be found the contact the Direct Selling Association can be found the contact the Direct Selling Association can be found the contact the Direct Selling Association can be found the contact the Direct Selling Association can be found the contact the Direct Selling Association can be found the contact the Direct Selling Association can be found the contact the Direct Selling Association found at www.dsa.org.uk.
- Details of now to contact the Unrect selling Association can be found at www.dsa.org.uls.

 If you purchased flow product or service online, You may also be able to use the Online Dispute Resolution ("ODR") platform to resolve your dispute. The ODR platform is managed by the European Commission and is available in all EU languages. Information about filing a complaint through the ODR platform is available at eceuropae updfer If you choose to use the ODR platform, reference the cs.ulfdacneuro.com. Customer Services e-mail address for the OPS and Line Rental Services and ukdigitalizing-cneu for the OPS Service.

 This Agreement and all rights and obligations arising out of it are governed by English law. You submit to the exclusive jurisdiction of the courts of the United Kingdom for the resolution of any dispute arising out of this Agreement.

 The failure of one of the parties to exercise or enforce any right, power, or remedy under this Agreement shall not operate as a waiver. 65

- a waiver.
 This Agreement is personal to You and may not be assigned by You. Save as expressly provided for nothing in this Agreement shalt create any nghis for third parties Rights of Third Parties Act 1999 or any equipment statute or rule of law in any jurisdictor ACA may take instruction regarding your any person that we believe is acting with your permission. ACN may assign this Agreement as permitted by law.
- by law.

 If any provision of this Agreement is deemed illegal, invalid or unenforceable, the remaining provisions of this Agreement shall not be affected. 69

Triniation by rou
After the expiration of the Withdrawal Period, You may terminate
this Agreement at any time by providing 30 days notice in
writing or by calling Customer Services and confirming your
cancellation in writing. This Agreement may also be terminated

INSTRUCTIONS FOR EXERCISING YOUR RIGHT OF WITHDRAWAL

Right to Withdraw

You have the right to withdraw from this agreement within 14 days without giving a reason. The Withdrawal Period will expire 14 days after the date of the conclusion of your contract with ACN. If You buy ACN Equipment, the Withdrawal Period expires 14 days after You receive the equipment.

To exercise your right of withdrawal, You must inform us of your decision to withdraw before the Withdrawal Period has expired. To do so, you must contact us (by post, email, telephone or online):

By Post*:	By Email:	By Telephone:
ACN European Services Ltd.	CPS/WLR: CS.UK@acneuro.com	CPS/WLR Tel 020 360 85050
P.O. Box 427	DPS: uk.digital@myacn.eu	DPS Tel 020 360 85051
Hounslow TW4 6DR		JOi Services: 0121 227 4400
United Kingdom	JOi Services:	
	support@joitelecom.co.uk	To speak with a Customer Service agent, please call the number for the service You purchased.

^{*} Use this address only for submitting your notice of withdrawal. Your ACN Equipment should be returned to the address indicated on the Return Merchandise Authorization form.

You may use the attached Model Withdrawal Form to advise us of your decision to withdraw, but You are not required to do so. For Carrier Preselection, Line Rental, and Digital Phone Service, You may submit the Model Withdrawal Form online at www.myacn.eu, and we will acknowledge receipt by return email.

Effects of Withdrawal

If you withdraw from this agreement, ACN will reimburse any payment received from You, including the cost of delivery of ACN Equipment purchased by You, within 14 days from the date on which You informed us of your decision to withdraw. ACN will reimburse You using the same means of payment that You used to pay us, unless otherwise agreed.

If You purchased ACN Equipment, You must return it to ACN at your cost within14 days of exercising your right of withdrawal to obtain a refund unless ACN directs You otherwise. ACN may withhold reimbursement until we receive the ACN Equipment or You provide evidence that You have shipped it to us. ACN Equipment must be returned undamaged, in its original packaging, and with all the original contents. If You damage or fail to return ACN Equipment, You will be charged for it.

If You ask us to begin providing your ACN Services during the Withdrawal Period and We begin providing the requested ACN Service, you may still exercise your right of withdrawal; however, You will be required to pay us an amount in proportion to the services provided to You until You give notice of withdrawal.

MODEL WITHDRAWAL FORM

(Complete and return this form only if you wish to withdraw from this agreement)

To: ACN European Services Ltd.

P.O. Box 427

Hounslow TW4 6DR United Kingdom

CPS/WLR: CS.UK@acneuro.com

DPS: uk.digital@myacn.eu

JOi Services: support@joitelecom.co.uk

I hereby give notice that I withdraw from my agreement with ACN for the provision of the following service:

Customer Name:	
Customer Address:	
Customer Telephone:	
Account/Order Number:	
Order Date:	
Service Purchased:	
Customer Signature:	
Date:	