



## **Standard Terms and Conditions**

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**

1. For purposes of this Agreement, the words below are defined in the body of these Standard Terms and Conditions.
  - (a) “Acceptable Usage Policy” or “AUP” means our acceptable usage policy available on the Customer Portal.
  - (b) "Account" means your Customer account(s) for your purchase and usage of ACN Services and ACN Equipment.
  - (c) “ACN”, “us”, or “we” means ACN European Services Ltd., having its registered office at 7 Albemarle Street, London W1S 4HQ, United Kingdom and registered with the Companies House under number 03650246.
  - (d) “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.
  - (e) “ACN Companion App” means the application provided by ACN which allows You to use the ACN Digital Phone Service on your mobile device. Currently, the ACN Companion App is available for certain Android (version 4.1 or higher) and iOS (version 9 or higher) operating mobile devices. Please, check the [ACN Companion App Compatible Devices](#) document for details about the system requirements and the supported devices by the ACN Companion App.
  - (f) “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, mobile devices, or the wiring in your home, are not ACN Equipment for the purpose of this Agreement.
  - (g) “ACN Service” means a telecommunications service or product offered to Customers by ACN.
  - (h) “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.



- (i) "Charges" mean all fees, charges, and surcharges for ACN Services and ACN Equipment as set out in the Price List.
- (j) "Customer" or "You" means a person who purchases or uses ACN Services or ACN Equipment.
- (k) "Customer Portal" means ACN's Customer Services website located at [www.myacn.eu](http://www.myacn.eu) or other URL notified by us.
- (l) "Effective Date" has the meaning given in Clause 3.
- (m) "Initial Term" has the meaning given in Clause 4.
- (n) "Premises" means the physical location at which we provide ACN Services to You.
- (o) "Price List" means ACN's current price list, which is available on the Customer Portal or by contacting Customer Services.
- (p) "Service Start Date" has the meaning given in Clause 4.
- (q) "Standard Terms and Conditions" means these ACN Standard Terms and Conditions.

## **ACN Services**

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

**Carrier Pre-Selection (CPS).** Carrier Pre-Selection allows You 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. ACN may not offer all of the calling features that You receive from your current telephone provider.

**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. ACN may not offer all of the calling features that You receive from your current telephone provider. 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: (1) video and voice calls via the Internet using the ACN Videophone; (2) voice-only calls using the ACN Digital Phone Service Phone Adaptor; or (3) voice-only calls via the Internet using the ACN Companion App on your mobile device. The ACN Companion App is not a replacement for your ordinary mobile or

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fixed line telephone and certain functions may not be available. DPS requires a continuous broadband or mobile Internet connection depending on the device you use for DPS. Additional charges may apply if You use mobile Internet for DPS via the ACN Companion App. If ACN does not offer broadband or mobile Internet service in your area, You must obtain it from another provider.

### **Start and Term of this Agreement**

3. This Agreement begins either (1) on the date your order for ACN Services is confirmed by ACN or (2) on the date You receive the ACN Equipment, if applicable (“Effective Date”). Your Withdrawal Period starts from the Effective Date of this Agreement as described in clause 47.
4. Your “Service Start Date” is the earlier of (1) the date ACN begins the supply of ACN Services to You or (2) the date You receive a letter from ACN confirming the supply of ACN Services. Your Service Start Date will be after the Effective Date of this Agreement and can be within the Withdrawal Period as described in clause 51. If ACN has reasonable grounds for being unable to provide the selected ACN Services at your premises, we will notify You and your contract will be cancelled prior to your Service Start Date. If You purchase more than one ACN Service, they may have different Service Start Dates.
5. This Agreement will continue for an initial period of twelve (12) months, 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.

### **Your Obligations to ACN**

#### **Provision of ACN Services and ACN Equipment**

6. You authorize ACN and any ACN Business Partner to take all reasonable steps necessary to supply the ACN Services or ACN Equipment to You.
7. You agree to follow the instructions that ACN gives You regarding the provision and installation of ACN Services and ACN Equipment. For CPS, Line Rental and DPS using 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. For DPS using the ACN Companion App, You agree to download and install the application on your mobile device.
8. 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.
9. You acknowledge that ACN does not own or control any telecommunications equipment, wiring, 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.



For DPS using the ACN Companion App, You confirm that the mobile device used by You conforms to the technical requirements of the application. Currently, the ACN Companion App is available for certain Android (version 4.1 or higher) and iOS (version 9 or higher) operating mobile devices. Please, check the [ACN Companion App Compatible Devices](#) document for details about the system requirements and the supported devices by the ACN Companion App. 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.

10. 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.

### **Use of ACN Services and ACN Equipment**

11. 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.
12. You are responsible for ensuring that only persons You authorize use your ACN Services or ACN Equipment. You must notify ACN if You reasonably believe your ACN Services or ACN Equipment are being used in an unauthorized or fraudulent manner or if your ACN Equipment is stolen. You are responsible for all usage of ACN Services unless You provide such notice.
13. 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 center operations.
14. Your use of ACN Services and ACN Equipment must comply with our Acceptable Usage Policy. You must not use ACN Services or ACN Equipment (a) 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 hoax calls; or (e) in a manner that could damage or corrupt ACN Services or ACN Equipment.
15. 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**

16. 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 request a price reduction or to terminate this Agreement if ACN fails to deliver ACN Services or ACN Equipment within 30 days due to our error, unless you have requested a later delivery date, and provided you first make a written request to ACN following

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the 30 days requesting delivery and ACN fails to deliver the ACN Services or ACN Equipment within a reasonable time following this request. You will continue to receive service from your current telephone provider until your ACN Services are connected.

17. ACN will use reasonable skill and 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 liable for any failure or defect and You remain responsible for payment for your ACN Services.
18. 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**

19. 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 12. You are responsible for calls to special, premium, and international numbers even if You have requested that calls to those numbers be blocked.
20. ACN will invoice You for the Charges in accordance with the Price List. All Charges include VAT. 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 your next 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.
21. 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 an email 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 (as set forth in the Price List) if You choose to receive itemized paper invoices or if you request a copy of an invoice.
22. You must advise us if your billing or email address changes. You can change your information using the Customer Portal or by contacting Customer 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.
23. 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 (as set forth in the Price List) if You choose to receive itemized invoices.



24. 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 (as set forth in the Price List).
25. You may receive a discount if You pay via direct debit. If You pay ACN by credit or debit card or direct debit, You must 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 debited from your bank account on the due date. You authorize ACN to charge Your credit card at the time of subscription. In the event You switch Your payment method to direct debit but a payment is later rejected, ACN will be entitled to charge the full amount outstanding and all future payments to Your credit card. You will be subject to a Charge (as set forth in the Price List) if your payment is rejected or cancelled. ACN will also recover 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 that You have submitted, and if You fail to provide the correct details to ACN within 5 days of ACN's request to do so, You authorize ACN to set up a direct debit for Your credit card for all future payments under these terms until You submit the correct details for a direct debit to be set up for Your debit card.
26. 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 (as set forth in the Price List) to compensate ACN for your breach of this Agreement. Alternatively, ACN may charge You interest on any overdue amount at the maximum rate permitted by law. ACN will also recover from You any costs, fees, and expenses we incur to recover unpaid or past due Charges, including fees of debt collection agencies, filing and court costs, and attorneys' fees.
27. You are responsible for any Charges for technical assistance for equipment not provided by ACN, including Charges for labour, materials, and visits from ACN or third-party personnel. You may be subject to a Charge if a You cancel or miss a scheduled 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 ACN's cost.
28. You agree to reimburse ACN in respect of all losses, damages, liabilities, costs, and expenses that ACN may incur if You breach your obligations under this Agreement.
29. If You believe that any Charges are incorrect, You may dispute them in writing by contacting Customer Services. You must pay any Charges that are not disputed. We will not suspend or terminate your ACN Services while we investigate a bona fide dispute.
30. 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**

31. 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 (“GDPR”) by electronic and non-electronic means in connection with our performance under this Agreement, compliance with our legal obligations, and other purposes permitted by law, including (a) 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 third parties; (d) legal, financial, accounting, and administrative functions; and (e) protection of ACN’s legal and contractual rights. You acknowledge that the provision of your Personal Data for these purposes is essential for ACN’s performance of this Agreement. Your failure to provide your Personal Data and to keep it current or your withdrawal of consent to use your Personal Data may prevent ACN from providing ACN Services to You. Except as set forth in this Clause 31 or as required by law, your Personal Data shall be kept confidential.
32. 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 Services.
33. 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.
34. 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.
35. You consent to the disclosure of your Personal Data to (a) ACN Europe B.V. 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 GDPR or other applicable law.
36. 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.
37. 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.



38. 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**

39. 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.
40. ACN shall have no liability for any losses or damages resulting from any suspension or termination pursuant to Clause 39.

### **Suspension of Service**

41. ACN may suspend the ACN Services for non-payment as set forth in Clause 39.
42. ACN may suspend the ACN Services or terminate this Agreement immediately and without prior notice to You if (a) 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, violate 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 (f) ACN becomes unable to supply the ACN Services for reasons beyond its control.
43. 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 inbound calls; for DPS inbound 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.
44. 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).
45. 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.



46. Suspension of the ACN Services by ACN shall not prevent ACN from terminating this Agreement pursuant to Clause 55.

## **Ending this Agreement**

### **Withdrawal Right**

47. You may withdraw from this Agreement within 14 days from the Effective Date, as described in clause 3 (“Withdrawal 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.
48. 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.
49. 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.
50. If You purchased 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.
51. If You requested Us to begin providing your ACN Services during the Withdrawal Period and We have begun 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.

### **Termination by You**

52. 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. If You inform ACN of your desire to terminate this Agreement over the telephone, You will be required to confirm your cancellation in writing. This Agreement may also be terminated when ACN receives such request on your behalf from a new 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 55.



## **Termination by ACN**

53. ACN may terminate this Agreement under Clause 39 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**

54. 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.

55. 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 (a) any remaining Charges for ACN Equipment; (b) any remaining monthly recurring Charges through the end of the Initial Term; and (c) any waivable Charges (such 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 owed a refund, ACN will deduct any amount that You owe under this Agreement.

## **Changes to This Agreement**

### **Changes by ACN**

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

57. 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 law) 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.

58. ACN may change your calling plan based on your usage of ACN Services or for other reasons within ACN's 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 57 if the change causes You a material disadvantage.

### **Changes by You**

59. You may change your ACN Services by using the Customer Portal or contacting Customer Services. We will inform You of any Charges to the Charges 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 55 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 Charge (as set forth in the Price List) to transfer your ACN Services.

### **Limitation of Liability**

60. ACN is not responsible for any loss that You may suffer arising from negligence, breach of contract, misrepresentation, loss or unavailability 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.

61. ACN will have no liability if You (a) use the ACN Services or ACN Equipment in breach of this Agreement or the Acceptable Usage Policy; (b) alter the ACN Service or ACN Equipment; or (c) use the ACN Services or ACN Equipment under any abnormal or incorrect operating conditions.

62. Nothing in Clauses 60, 61 and 63 limits our liability if You are injured or die as a result of ACN's negligence.

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

### **Other Things We Need to Tell You**

64. In accordance with the European Union's Waste Electrical and Electronic Equipment (WEEE) 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.

65. 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 [www.dsa.org.uk](http://www.dsa.org.uk).

66. If you purchased Your 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 [ec.europa.eu/odr](http://ec.europa.eu/odr). If you choose to use the ODR platform, reference the [cs.uk@acneuro.com](mailto:cs.uk@acneuro.com) Customer Services e-mail address for the CPS and Line Rental Services and [uk.digital@myacn.eu](mailto:uk.digital@myacn.eu) for the DPS Service.
67. 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.
68. 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.
69. This Agreement is personal to You and may not be assigned by You. Save as expressly provided for, nothing in this Agreement shall create any rights for third parties (Rights of Third Parties Act 1999) or any equivalent statute or rule of law in any jurisdiction. ACN may take instructions regarding your Account from any person that we believe is acting with your permission. ACN may assign this Agreement as permitted by law.
70. If any provision of this Agreement is deemed illegal, invalid or unenforceable, the remaining provisions of this Agreement shall not be affected.



## **Additional DPS Terms and Conditions**

These DPS Terms and Conditions apply to ACN's supply of Digital Phone Service and associated ACN Equipment, if applicable. These DPS Terms and Conditions supplement ACN's Standard Terms and Conditions. In the event of conflict between these DPS Terms and Conditions and the Standard Terms and Conditions, this document prevails.

### **General Conditions of Use of DPS**

1. ACN Digital Phone Service works only with ACN Videophones or ACN Digital Phone Service Phone Adaptors purchased in Europe or via the ACN Companion App on your mobile device. You may use ACN Equipment purchased from ACN or another person. ACN Equipment may not function with other telephony services.
2. DPS requires an Internet connection and a constant electrical supply when using ACN Equipment. Information on Internet speed requirements for DPS can be found on the Customer Portal. Any subscription or usage-based fees charged by your Internet service provider are in addition to the ACN Charges for your DPS and are solely your responsibility. Use of DPS may result in usage charges from your Internet service provider.
3. DPS is provided as an additional telephone line and is not intended as a replacement for your fixed line telephone service. DPS does not support fax transmission, alarm and security systems, credit or debit card and cash payment systems, cash dispensing machines, or other services that require a fixed line telephone connection. Calls to some special numbers, premium numbers, directory services, and certain international numbers may not be permitted.
4. DPS may be used at locations other than the Premises (called "nomadic" use) if permitted by law and provided that You have an Internet connection and the usage of DPS is not blocked. If You use DPS at a location other than the Premises, You must update your location with ACN as set forth in Clause 11. We cannot guarantee that DPS will function normally even if the location has been updated in our systems. If You use DPS via the ACN Companion App at a location other than the Premises, You agree that not all functions of DPS will be available. ACN cannot provide customer or technical support if You use DPS or ACN Equipment in countries or locations other than those in which ACN or its affiliates are authorized to operate. Your use of DPS in such locations is solely at your own risk.
5. You may not have more than one DPS connection active at any time unless You have more than one DPS Account.

### **Delivery of ACN Equipment and DPS**

6. ACN will deliver ACN Equipment to the Premises within 30 days of acceptance of your order. If your chosen ACN Equipment is unavailable, we will advise You that You may select alternative ACN Equipment (prices for ACN Equipment vary) or terminate this Agreement. If You withdraw from this Agreement pursuant to Clause 46 of the Standard Terms and Conditions, ACN will refund any amounts paid.

ACN European Services Ltd.  
Registered Office Address: 7 Albemarle Street, London W1S 4HQ, United Kingdom  
Companies House: 3650246, VAT Reg. No: GB 726 3625 33  
Postal address: P.O. Box 427, Hounslow TW4 6DR, United Kingdom



7. ACN retains ownership of ACN Equipment until it is delivered to You and You have paid for it in full. Once ACN Equipment is delivered to your Premises, You are responsible for any damage or loss to it. Before You have paid for your ACN Equipment, You may not sell or transfer it to any other person.
8. Once your DPS Agreement is accepted, ACN will provide You with a telephone number to make and receive calls. Depending on your service address, technical specifications, and legal requirements, ACN will provide a geographic or non-geographic number. In some cases, You may be able to transfer your current telephone number to DPS.

### **Installation of ACN Equipment and ACN Digital Phone Service**

9. You must install the ACN Equipment and ACN Digital Phone Service according to the instructions provided with your ACN Equipment. ACN shall have no liability for failure or improper functioning of ACN Equipment or the availability of DPS if You install the ACN Equipment incorrectly or if the problem is caused by a service or equipment provided by You or another communications provider.
10. If You intend to use DPS via the ACN Companion App, You agree to download and install the application on your mobile device according to the instructions provided by ACN. For DPS using the ACN Companion App, You confirm that the mobile device used by You conforms to the technical requirements of the application. Currently, the ACN Companion App is available for certain Android (version 4.1 or higher) and iOS (version 9 or higher) operating mobile devices. Please, check the [ACN Companion App Compatible Devices](#) document for details about the system requirements and the supported devices by the ACN Companion App. ACN shall have no liability for the availability of DPS if You do not use a mobile device conforming to the above technical requirements or if You do not download and install the application.

### **Emergency Calls**

11. DPS allows calls to emergency service numbers, such as 112 and 999, however, access to emergency services may be subject to technical limitations that may not apply to fixed line telephones. Calls to emergency services may fail if your Internet connection is unavailable or if there is a power outage. Emergency services operators may not be able to locate You automatically if You call them using DPS. You agree to provide ACN with the address where You use your ACN Equipment so that location information can be provided to the emergency services. If You use DPS at a different location, You must update your location information with ACN. If You do not update your location, the information provided to the emergency services may be incorrect.
12. If You use DPS via the ACN Companion App at a location other than the Premises, You agree that emergency services may not be available due to network restrictions. In these cases, calls to emergency service numbers should be made using your network operator's service. ACN shall not be liable for the unavailability of emergency services.



13. ACN is not liable for any direct or indirect damages, including consequential damages, arising from the non-connection, non-functioning, or disruption of calls to emergency services using DPS or for the correctness of location information provided to the emergency services.

## **Charges and Payment**

14. You will be sent electronic invoices for your DPS and ACN Equipment pursuant to the process described in Clause 21 of the Standard Terms and Conditions. Electronic invoices are available on the Customer Portal 24 hours a day, 7 days a week. Electronic invoices are supported by an electronic certificate to guarantee the authenticity of their origin and content. ACN does not provide paper invoices for DPS or ACN Equipment.
15. If You purchase ACN Equipment, You must pay for the ACN Equipment and the first upfront monthly recurring Charge in full before your offer to conclude an Agreement will be accepted. ACN will process your payment when the ACN Equipment is shipped and will send You a notice by email that your invoice is available on the Customer Portal. If You wish to purchase additional ACN Equipment, You will be charged on the next monthly invoice. If your payment is rejected or cancelled, ACN will attempt to contact You for another form of payment. If You fail to provide another form of payment ACN may suspend shipment of ACN Equipment or terminate this Agreement. If shipment has already occurred, You must return the ACN Equipment at your cost unless provided otherwise in the Standard Terms and Conditions.
16. If You fail to pay an invoice on time and still fail to pay an invoice (or any part of it) within the timeline stated on the reminder notification from ACN requesting payment, ACN reserves the right to suspend immediately the provision of DPS to which any outstanding payment relates. Following such suspension, if You still fail to pay within an additional ten (10) days of receipt of a second reminder notification requesting such overdue payment, ACN reserves the right to terminate this Agreement.
17. DPS is subject to an Initial Term of twelve (12) months, unless agreed otherwise, from the Service Start Date. If You terminate DPS during the Initial Term, You agree to pay ACN compensation for early termination pursuant to Section 55 of the Standard Terms and Conditions consisting of any remaining Charges for ACN Equipment and all remaining monthly recurring Charges through the end of the Initial Term. See the Price List for details.

## **Service Interruption**

18. In cases of planned interruptions of DPS 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 Customer Portal. ACN will also limit the number of such interruptions to 8 per year, with a maximum duration of 40 hours. ACN will endeavor to schedule such interruptions at times that are less inconvenient to you. If DPS could not be used due to ACN's fault, you will be entitled to a deduction in Charges for that month to reflect any periods where you were unable to use DPS. The deduction will be made for part of the charges that according to the Agreement should have had been charged during this period of time.