

CUSTOMER TERMS

1 SCOPE

1.1 The Customer Terms cover the following Products:

- (a) Business Broadband Bundles; and
- (b) Calls and Line Rental.

2 ORDERING PRODUCTS

2.1 Customer may submit a Product Order either electronically via TalkTalk Business Website or orally by telephone. No terms Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing will apply to any Contract.

2.2 TalkTalk Business may accept a Product Order by approving the Product Order, either electronically or orally. Nothing in these Customer Terms will oblige TalkTalk Business to accept any Product Order, nor to provide any Product, until TalkTalk Business accepts a Product Order. Upon acceptance by TalkTalk Business, a Product Order will become the Contract which commences on the date of acceptance by TalkTalk Business.

3 INSTALLATION AND SUPPLY OF PRODUCT AND EQUIPMENT

3.1 Upon commencement of the Contract in accordance with Clause 2.2, TalkTalk Business will use reasonable endeavours to provision and/or install the Product and will inform Customer when the Product is connected ready for use.

3.2 TalkTalk Business will supply the Product to Customer from the Connection Date with reasonable skill and care and in all material respects in accordance with the Contract, but TalkTalk Business cannot, given the nature of the Product, guarantee that the Product will be continuously available or error free.

3.3 TalkTalk Business reserves the right to cancel the Contract prior to the Connection Date or within a reasonable period of time thereafter where:

- (a) it becomes apparent that the Product cannot be delivered to or installed at the Site due to a geographic, practical or technical restraint; or
- (b) the cost of providing or installing the Product at the Site is materially higher than the usual cost of providing Product to a customer and Customer does not agree to pay any additional Charges requested by TalkTalk Business.

3.4 Customer must report Incidents using the telephone number on the TalkTalk Business Website or as otherwise provided by TalkTalk Business.

3.5 Before contacting TalkTalk Business about an Incident, Customer should make all reasonable efforts to rule out the possibility that it is caused by Customer Equipment.

4 USE OF THE PRODUCTS

4.1 The Products are provided for use by Customer and End Users in the course of Customer's business and on the condition that Customer does not resell or otherwise make the Product available to any other person.

4.2 Customer undertakes to use the Product, and to procure that each End User uses the Products, in accordance with:

- (a) the terms and conditions of the Contract and any Legislation applicable to Customer's use of the Product; and
- (b) any reasonable operating instructions as may be notified in writing to Customer by TalkTalk Business from time to time.

4.3 Without limiting Clause 4.2, Customer will not, and will procure that each End User will not use a Product to:

- (a) send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;

(b) download, possess or transmit in any way, illegal material;

(c) engage in criminal, illegal or unlawful activities;

(d) violate or infringe the rights or property of any person, including rights of copyright and any other intellectual property rights, privacy or confidentiality;

(e) intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data; or

(f) send, communicate, knowingly receive, upload or download data or make any calls in such a way or in such amount that Customer knows or ought reasonably to know will have a material adverse effect on the TalkTalk Business Network (or any part of it) or TalkTalk Business' customers.

4.4 Customer indemnifies and promises to pay on demand TalkTalk Business and its Affiliates for any settlement paid by, damages awarded against and reasonable legal costs and expenses suffered or incurred by TalkTalk Business or its Affiliates arising out of or in connection with any claim made or threatened against TalkTalk Business or an Affiliate of TalkTalk Business by a third party arising out of or in connection with Customer's or End User's breach of this Clause 4.

5 MAINTENANCE AND PRODUCT MANAGEMENT

5.1 TalkTalk Business will use reasonable endeavours to carry out any Maintenance during the Maintenance Window.

5.2 TalkTalk Business will have the right to withdraw or change a Product and to terminate or vary the Contract for all customers to:

- (a) comply with any Legislation or safety requirement; or
- (b) take into account the withdrawal of or a significant change to the technology used to provide the Product.

5.3 In relation to any withdrawal or change under Clause 5.2, TalkTalk Business will:

- (a) give Customer as much notice as reasonably practical, and in any event not less than three months' notice; and
- (b) use reasonable endeavours to avoid any material adverse impact on the nature or quality of the Products or any material increase in the Charges.

5.4 Where a change to a Product under Clause 5.3(b) results in a material adverse impact on the nature or quality of the Product or a material increase in the Charges, Customer may terminate the Contract in accordance with Clause 10.2 without incurring any Cancellation Charges.

5.5 Where a Product is withdrawn, TalkTalk Business may offer an equivalent or better Product with the same Charges. TalkTalk Business will be obliged to do so in respect of the Contract within its Contract Term where a Product is withdrawn under Clause 5.2(b) and pay Customer's reasonable demonstrable third party costs of moving to the replacement service, up to a maximum of the Recurring Charges payable in respect of the remainder of the Contract Term. Where such equivalent or better Product has lower Charges, TalkTalk Business may allow Customer to benefit from such reduction, if Customer agrees to pay the costs of moving to the equivalent Product.

6 SPECIFIC PROVISIONS RELATING TO BROADBAND PRODUCTS

6.1 Upon activation of a Broadband Product, Customer accepts it may experience a temporary loss of Customer's existing line.

6.2 TalkTalk Business cannot guarantee the quality on the local loop section provided by any Third Party Operator and, therefore, cannot guarantee that a Connection can support the Transmission Speed specified in the Product Order.

CUSTOMER TERMS

6.3 To prevent spam from entering and affecting the operation of TalkTalk Business' systems and the Broadband Product, TalkTalk Business may take any reasonable measures or actions necessary to block access to or delivery of any e-mail which appears to be of an unsolicited nature or part of a bulk e-mail transmission. TalkTalk Business may also use within its systems virus screening technology that may result in the deletion or alteration of e-mail and or e-mail attachments. However, TalkTalk Business does not warrant that such technology will be effective against all virus attacks or unsolicited e-mails.

6.4 All Broadband Products are governed by the Customer Terms and any supplementary terms on TalkTalk Business' Website.

7 SPECIFIC PROVISIONS OF TELEPHONY PRODUCTS

7.1 Nothing in the Contract gives Customer ownership of any CLI, dialling code or static IP address provided by TalkTalk Business as part of the Product.

7.2 Customer may port CLIs to TalkTalk Business and may also port CLIs from TalkTalk Business to other Third Party Operators with whom TalkTalk Business has a relevant porting agreement.

7.3 Customer must notify TalkTalk Business five Business Days before any significant increase in traffic across the TalkTalk Business Network will arise as a result of the use of the Telephony Product by Customer (for example ticket sales, marketing promotions, etc). For the purposes of this Clause, a significant increase will mean more than 5,000 calls in a 15 minute period to one phone number (or the aggregate of non-geographic numbers if they point to one number).

7.4 If a Telephony Product is subject to line rental, which is the provision of rented access to a telephone line and such ancillary extras as provided by TalkTalk Business pursuant to the Contract, Customer will not divert calls from travelling across the TalkTalk Business Network. The provisions of this Clause 7.4 will not apply where TalkTalk Business is not currently able to provide the applicable Telephony Product, or as required by Legislation.

7.5 TalkTalk Business cannot guarantee the correct function of any service not provided by TalkTalk Business but which operates across a Telephony Product. A list of services as identified by TalkTalk Business or any Third Party Operator as known to be incompatible with the provision of the applicable Telephony Product, is available from TalkTalk Business but Customer acknowledges this is for illustrative purposes only as third party services are constantly changing

7.6 If Customer takes a Telephone Preference Service Product, TalkTalk Business will provide Customer with the facility to bar any calls made to CLIs that appear on the latest Telephone Preference Service Product data file made from each line connected to the Telephone Preference Service Product.

7.7 TalkTalk Business accepts no responsibility arising from mistakes or omissions in data supplied to TalkTalk Business by the Telephone Preference Service or any of its agents.

8 CHARGES AND PAYMENT

8.1 TalkTalk Business will invoice Customer electronically for the Charges payable under the Contract and Customer will pay all invoices by direct debit within 14 days of the date of the invoice, subject to Clause 8.5.

8.2 Customer may request a paper or pdf invoice, subject to payment of a reasonable administration charge.

8.3 All amounts payable by Customer under the Contract are exclusive of Value Added Tax.

8.4 Unless otherwise stated in the Contract, Charges for the Product will be charged in accordance with the Price List.

8.5 If Customer in good faith disputes an invoice, Customer must notify TalkTalk Business in writing of the dispute not more than 14 days after the date of the invoice providing reasonable details of the dispute to allow TalkTalk Business to investigate. Customer must make payment in full of the invoice notwithstanding the dispute

raised. If TalkTalk Business finds that the invoice is incorrect, TalkTalk Business will apply a credit to Customer's account.

8.6 Without limiting any other right or remedy of TalkTalk Business:

- (a) if Customer fails to make any payment due to TalkTalk Business under the Contract by the due date for payment, TalkTalk Business will have the right to charge interest on the overdue amount at the rate of 4% per cent per annum above the then current HSBC Bank plc base rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly;
- (b) if a direct debit is dishonoured or cancelled, TalkTalk Business will have the right to make a reasonable administration charge; and
- (c) TalkTalk Business may set off any amount owing to it or its Affiliates by Customer against any amount payable by TalkTalk Business to Customer.

8.7 Except where otherwise agreed in the Contract, TalkTalk Business may vary the Charges at any time by giving Customer notice to reflect changing arrangements with any Third Party Operator or changing legal, regulatory or business requirements. The revised Charges will apply to all Products provided after the effective date of the notice of change. Where such change is to Customer's material detriment, TalkTalk Business will give Customer not less than one month's notice in writing and Customer may terminate the Contract in accordance with Clause 10.2.

9 CREDIT LIMIT/SECURITY

9.1 TalkTalk Business may perform a credit check on Customer at any time prior to or following acceptance of the Product Order and may impose a Credit Limit on Customer's account proportionate to the amount of Charges payable under the Contract. Any Credit Limit imposed can be amended without prior notice. If Customer exceeds such Credit Limit:

- (a) TalkTalk Business may demand immediate payment of all unpaid Charges (whether invoiced or not); and
- (b) Customer will remain responsible for all Charges incurred including those exceeding the Credit Limit.

9.2 TalkTalk Business may require Customer to provide it with a deposit or other security as a condition of providing the Products. TalkTalk Business may hold this deposit or security until Customer has paid all sums due to TalkTalk Business under the Contract. No interest is payable on any deposit held by TalkTalk Business.

10 TERMINATION

10.1 A Party may terminate the Contract by providing the other Party with no less than 30 days notice. In the case of TalkTalk Business, such notice must expire on or after the end of the Contract Term.

10.2 Customer may terminate the Contract, by giving notice in writing to TalkTalk Business if:

- (a) TalkTalk Business is in material breach of the Contract, which if capable of remedy has not been remedied within 30 days of receipt of written notice specifying the breach in reasonable detail and requiring its remedy; or
- (b) the circumstances in Clauses 5.4, 8.7 or 16.2 arise.

10.3 TalkTalk Business may terminate the Contract by giving notice in writing to Customer if:

- (a) Customer fails to pay any sums due to TalkTalk Business within 14 days of the date of the invoice;
- (b) Customer is in material breach of the Contract, which if capable of remedy has not been remedied within 30 days of receipt of written notice specifying the breach in reasonable detail and requiring its remedy;

CUSTOMER TERMS

- (c) Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or goes into liquidation, whether voluntary or compulsory (other than for the purposes of a solvent reconstruction or amalgamation), or an encumbrancer takes possession of or a receiver is appointed in respect of any of its assets;
- (d) Customer fails to give any deposit or security required by TalkTalk Business under Clause 9.2; or
- (e) the circumstances in Clause 16.2 arise.
- 10.4 If the Contract is terminated by Customer within the Contract Term other than under Clause 10.2, TalkTalk Business may invoice Customer the Cancellation Charges. Customer agrees that the Cancellation Charges are a fair assessment of the losses and damage that TalkTalk Business will suffer as a result of the termination.
- 10.5 If the Contract is terminated outside of the relevant Contract Term TalkTalk Business will either:
- (a) refund any amount in credit on Customer's account after TalkTalk Business has deducted any amount owed to it by Customer; or
- (b) issue an invoice for the amount owed to TalkTalk Business by Customer as at the date of termination.
- ### 11 SUSPENSION
- 11.1 TalkTalk Business may, without prejudice to any other right which it might have, elect to suspend the provision of Products under the Contract until further notice on notifying Customer either orally (confirming such notification in writing) or in writing if:
- (a) TalkTalk Business is entitled to terminate the Contract;
- (b) TalkTalk Business has reasonable grounds to believe that Customer or an End User is using the Product in breach of Clause 4;
- (c) TalkTalk Business or any third party providing equipment or services to TalkTalk Business in connection with the provision of the Product is obliged to comply with an order, instruction or request of government, regulatory authority, emergency services organisation or other competent authority; or
- (d) Customer exceeds the Credit Limit under Clause 9 and has not remedied this situation within 5 Business Days of receiving written notice from TalkTalk Business requiring Customer to do so.
- 11.2 If TalkTalk Business exercises its rights under Clause 11.1 as a consequence of the breach, fault, act or omission of Customer or an End User, the Charges will be continue to be payable and Customer will pay to TalkTalk Business all reasonable costs and expenses incurred by the implementation of such suspension and any recommencement of the provision of Product.
- ### 12 LIABILITY
- 12.1 Nothing in the Contract will exclude or limit a Party's liability arising from or in connection with:
- (a) any death or personal injury caused by the negligence of such Party, its agents, subcontractors, officers, directors or employees;
- (b) any fraudulent acts or omissions of or fraudulent representations made by such Party, its agents, subcontractors, officers, directors or employees;
- (c) any breach of statutory implied terms as to title;
- (d) any other liability which cannot be excluded or limited by law;
- (e) any indemnity given by such Party in the Contract unless otherwise expressly agreed in writing;
- (f) any breach of Clauses 17 or 18; and
- (g) any liability to pay the Charges.
- 12.2 Subject to Clause 12.1, a Party will not be liable to the other Party in contract, tort (including negligence), breach of statutory duty or otherwise for:
- (a) indirect, consequential or special loss or damage;
- (b) loss of opportunity (whether direct or indirect);
- (c) loss of anticipated savings (whether direct or indirect);
- (d) loss arising from or damage to a brand, reputation or goodwill (whether direct or indirect);
- (e) loss of profit or anticipated profit (whether direct or indirect);
- (f) loss of business or contracts (whether direct or indirect);
- (g) loss of revenue or anticipated revenue (whether direct or indirect);
- (h) loss arising from the loss or degradation of data (whether direct or indirect); and
- (i) subject to Clause 21.1, claims brought by or ex-gratia payments made to Customer's customers or any other third party (whether direct or indirect).
- 12.3 Subject to Clauses 12.1 and 12.2, a Party's total liability to the other Party in respect of all Losses arising under or in connection with the Contract in contract, tort (including negligence), breach of statutory duty or otherwise, will in no circumstances exceed the greater of:
- (a) the Recurring Charges paid by Customer under the Contract during the 12 months preceding the claim; and
- (b) one thousand pounds (£1,000).
- 12.4 Where the provisions of the Contract are inconsistent with any rights or remedies Customer has under any Legislation because it is a Small Business Customer which cannot be varied, Customer's rights under such Legislation will apply instead of the provisions of the Contract to the extent they are inconsistent.
- 12.5 TalkTalk Business will not be liable to Customer for any failure of the Product as a result of:
- (a) any act or omission of Customer, End Users or Customer's employees, agents or subcontractors;
- (b) any Customer Equipment;
- (c) failure by Customer to implement any reasonable instructions issued by TalkTalk Business; or
- (d) any suspension of the Product under Clause 11.
- 12.6 Except as expressly set out in the Contract and to the extent permissible by law all other warranties, terms and conditions, guarantees as to quality or fitness for a particular purpose of the Products or any other conditions or guarantees whether express or implied by law, custom or otherwise are excluded.
- ### 13 EQUIPMENT
- 13.1 Property in and ownership of:
- (a) the TalkTalk Business Equipment remains the property of TalkTalk Business or its suppliers at all times; and
- (b) the Customer Equipment remains the property of Customer at all times.
- Customer must clearly identify any TalkTalk Business Equipment at the Site.
- 13.2 Risk in and liability for TalkTalk Business Equipment passes to Customer on delivery of each item thereof. Customer must insure the TalkTalk Business Equipment in respect of all relevant risks from

CUSTOMER TERMS

delivery. Customer will provide a copy of the insurance policy to TalkTalk Business upon request.

13.3 Customer must:

- (a) not, nor permit any other person, to sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the TalkTalk Business Equipment or suffer any distress, seizure or execution to be levied against any TalkTalk Business Equipment;
- (b) keep the TalkTalk Business Equipment at the Site and stationary at all times;
- (c) house, keep and use any TalkTalk Business Equipment in accordance with any written instructions notified to Customer by TalkTalk Business from time to time or, in the absence of such instructions, to the same standard as a reasonable owner of the TalkTalk Business Equipment would if it were their property;
- (d) in the case of an emergency, take whatever steps as are reasonably necessary to safeguard the TalkTalk Business Equipment and notify TalkTalk Business as soon as possible of the circumstances of such emergency;
- (e) not remove, tamper with or obliterate any words or labels on the TalkTalk Business Equipment or any part thereof; and
- (f) permit TalkTalk Business or its agent to inspect, test and maintain the TalkTalk Business Equipment at all reasonable times and on reasonable notice.

13.4 Customer must immediately notify TalkTalk Business of any loss or damage to any TalkTalk Business Equipment. Without prejudice to TalkTalk Business' other rights and remedies, where Customer breaches the provisions of this Clause 13:

- (a) Customer indemnifies and promises to pay on demand TalkTalk Business for the costs of repairing or replacing any TalkTalk Business Equipment damaged by Customer's or End User's breach of this Clause 13; and
- (b) TalkTalk Business will not be liable to Customer for any failure to provide the Product as a result thereof.

13.5 TalkTalk Business does not provide any warranty in respect of any TalkTalk Business Equipment but, where possible, will provide Customer with the benefit of any manufacturer's warranty.

13.6 Customer is responsible for the compatibility of the Product with Customer Equipment. TalkTalk Business will not be liable to Customer where any Customer Equipment warranties become invalidated as a result of work carried out by Customer, TalkTalk Business or its agents in order to provide the Product

13.7 TalkTalk Business will be entitled, after termination (for any reason whatsoever) of the Contract by giving notice of its intention to repossess the TalkTalk Business Equipment, to:

- (a) require Customer (at Customer's cost and risk) to immediately return the TalkTalk Business Equipment to TalkTalk Business; or
- (b) enter upon any premises with such transport as may be necessary and repossess any TalkTalk Business Equipment.

14 SITES AND ACCESS

14.1 Customer must procure at its own expense all permissions, licences, waivers, consents, registrations and approvals necessary for TalkTalk Business to deliver, install and provide the Products at the Site.

14.2 Where TalkTalk Business Equipment is required to be installed at the Site, Customer must prepare the Site in accordance with TalkTalk Business' reasonable instructions.

14.3 To enable TalkTalk Business to carry out its obligations and exercise its rights under the Contract, Customer must upon request of TalkTalk Business permit or procure permission for TalkTalk Business or anyone acting on TalkTalk Business' behalf to access the Site at all

reasonable times. TalkTalk Business will not be liable for any failure to provide the Product to the extent caused by Customer's failure to comply with this Clause 14.3.

14.4 Customer will provide or procure a safe working environment at the Site for TalkTalk Business employees and anyone acting on TalkTalk Business' behalf. TalkTalk Business employees or anyone acting on TalkTalk Business' behalf will observe the reasonable regulations affecting the Site as previously advised in writing to TalkTalk Business.

15 SECURITY AND PASSWORDS

15.1 Customer is responsible for the security of the use of the Product including protecting all passwords, backing-up all data, employing appropriate security devices, including virus checking software, and having disaster recovery processes in place.

15.2 Where Customer is or becomes aware of any matters which it knows or ought reasonably be expected to know constitute a threat to the security of the Product will immediately advise TalkTalk Business of such matters.

16 EVENTS OUTSIDE THE PARTIES' REASONABLE CONTROL

16.1 A Party will be not liable for any delay in performing or failure to perform any of its obligations under the Contract (other than Customer's obligation to pay the Charges) which occurs as a result of a Force Majeure Event.

16.2 In the event that a Force Majeure Event continues for a period of 60 days, the other Party will have the right to terminate in accordance with Clause 10.2.

17 CONFIDENTIALITY

17.1 Neither Party will disclose to any third party without the prior written consent of the other Party any Confidential Information which is received from the other Party as a result of the Contract. Both Parties agree that any Confidential Information received from the other Party will only be used for the purposes of performing its obligations under the Contract. These restrictions will not apply to any information which:

- (a) is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 17; or
- (b) is acquired from a third party who owes no obligation of confidence in respect of the information; or
- (c) is or has been independently developed by the recipient without use of the other Party's Confidential Information.

17.2 Notwithstanding Clause 17.1, either Party will be entitled to disclose the Confidential Information of the other Party to a third party to the extent that this is required by any court of competent jurisdiction or by a governmental or regulatory authority, or where there is a legal duty or requirement (other than a contractual duty or requirement) to disclose such Confidential Information.

18 INTELLECTUAL PROPERTY

18.1 All Intellectual Property Rights in the Products will be owned by TalkTalk Business and its Affiliates save to the extent that any of the same contain Intellectual Property Rights owned by third parties.

18.2 TalkTalk Business grants to Customer a non-exclusive, royalty free, licence to use TalkTalk Business's Intellectual Property Rights within the United Kingdom, for the purpose of utilising the Product in accordance with the terms of the Contract and any usage guidelines that TalkTalk Business may provide from time to time.

18.3 Customer grants to TalkTalk Business and its Affiliates a non-exclusive, royalty free, licence to use, copy and interface with any Intellectual Property Rights within the United Kingdom in any Customer Equipment and the information and data in the Product for the purpose of performing TalkTalk Business's obligations under the Contract.

18.4 Notwithstanding Clause 18.2, Customer will not be entitled to use the name, trade mark, trade name, or other proprietary identifying

CUSTOMER TERMS

marks or symbols of TalkTalk Business or its Affiliates without TalkTalk Business's prior written consent.

18.5 In the event that the Product contains Intellectual Property Rights owned by third parties which TalkTalk Business is not entitled to sub-licence to Customer, TalkTalk Business will use reasonable endeavours to assist Customer, at Customer's cost and expense, in obtaining a licence to use those Intellectual Property Rights owned by third parties on terms that are acceptable to Customer.

18.6 In the event that Customer Equipment contains Intellectual Property Rights owned by third parties which Customer is not entitled to sub-licence to TalkTalk Business, Customer will use reasonable endeavours to assist TalkTalk Business, at TalkTalk Business's cost and expense, in obtaining a licence to use those Intellectual Property Rights owned by third parties on terms that are acceptable to TalkTalk Business.

18.7 Customer will not, and will procure that its personnel and, where used, its sub-contractors and their personnel do not, do anything (whether by omission or commission) during the Contract or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights belonging to TalkTalk Business or its Affiliates.

18.8 Customer will not obtain any rights in respect of any of TalkTalk Business's Intellectual Property Rights by virtue of the Contract.

19 ASSIGNMENT AND SUBCONTRACTING

19.1 Subject to Clause 19.2, neither Party will assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the other Party.

19.2 TalkTalk Business may assign, transfer or subcontract any or all of its rights and obligations under the Contract to a third party provided that TalkTalk Business remains primarily liable for the acts and omissions of such third party subject to the terms and conditions of the Contract.

19.3 TalkTalk Business may at its sole discretion provide the Products to Customer directly and/or through its Affiliates, agents and subcontractors, provided that TalkTalk Business remains primarily liable for the acts and omissions of its Affiliates, agents and subcontractors subject to the terms and conditions of the Contract.

20 WAIVER

20.1 A waiver of any right or remedy under a Contract or by law is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default, except as set out in Clause 20.3.

20.2 A failure or delay by a Party to exercise any right or remedy provided under a Contract or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law will prevent or restrict the further exercise of that or any other right or remedy, except as set out in Clause 20.3.

20.3 Customer must bring any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) within 12 calendar months of the date it first became aware or ought reasonably to have become aware of the facts giving rise to the liability or alleged liability or within the relevant statutory limitation period, whichever is the earlier or such dispute or claim will be barred.

21 THIRD PARTY RIGHTS

21.1 The Contract will inure for the benefit of TalkTalk Business and its Affiliates from time to time.

21.2 Except as expressly provided in Clause 21.1, a person who is not a Party to a Contract will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

21.3 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any other person.

22 NOTICES

22.1 All notices to be given to a Party under the Contract will be in writing in English and will be marked for the attention of the person, and delivered by hand, or sent by first class prepaid post, or by email, as detailed for the Party below:

(a) in the case of TalkTalk Business:

Address: Stanford House, Garrett Field, Birchwood, Warrington, WA3 7BH

Attention: Head of Legal

Email: contractnotices@talktalkplc.com; and

(b) in the case of Customer: using the details set out on the quote attached to these Customer Terms.

22.2 A Party may change the details recorded for it in this Clause 22 by notice to the other in accordance with Clause 22.1.

22.3 A notice will be treated as having been received:

(a) if delivered by hand during Office Hours on a Business Day, when so delivered; and if delivered by hand outside Office Hours, at the start of Office Hours on the next Business Day;

(b) if sent by first class post, at the start of Office Hours on the second Business Day after posting if posted on a Business Day and at the start of Office Hours on the third Business Day after posting if not posted on a Business Day;

(c) if sent by email, at the time of receiving a successful delivery receipt, provided a confirmatory copy of the notice is sent by first class post within 24 hours of sending the email, and

(d) for the purposes of Clause 10.3(a), at the time of a verbal notification to Customer's finance department.

23 VARIATIONS

Subject to Clauses 5.2 and 8.7, no variation of the Contract will be effective unless it is in writing and signed by the Parties or their authorised representatives.

24 ENTIRE AGREEMENT

24.1 The Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

24.2 Each Party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

24.3 Each Party agrees that it will have no claim for innocent or negligent misrepresentation or misstatement based on any statement in the Contract.

25 SURVIVAL OF CLAUSES

The expiry or termination of the Contract will not affect any provisions of it as are expressed to operate or have effect after its termination and will be without prejudice to any right of action already accrued to either Party in respect of any breach of the Contract by the other Party.

26 GOVERNING LAW AND JURISDICTION

26.1 The Contract is governed by and will be interpreted in accordance with the laws of England and Wales.

26.2 Each Party irrevocably agrees that the courts of England & Wales will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

CUSTOMER TERMS

27 DEFINITIONS AND INTERPRETATION

27.1 In the Contract:

- (a) words and phrases used with capital letters have the meanings given in the glossary at the end of these Customer Terms, unless otherwise defined in a Product Order;
- (b) references to:
 - (i) Clauses are to Clauses in these Customer Terms and to Paragraphs are to paragraphs of any supplementary terms agreed by the TalkTalk Business;
 - (ii) a person includes a corporate or unincorporated body (whether or not having a separate legal personality);
 - (iii) one gender will include a reference to any other gender;
 - (iv) a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and will include all subordinate legislation made from time to time under that statute or statutory provision;
 - (v) writing or written does not include faxes;
 - (vi) the Contract or to any other agreement or document referred to in the Contract is a reference to the Contract or such other agreement or document as varied or novated (in

each case, other than in breach of the provisions of the Contract) from time to time;

- (c) words in the singular will include the plural and vice versa;
 - (d) other than Customer's obligation to pay the Charges in accordance with Clause 8.1, time will not be of the essence and any dates given are estimates only;
 - (e) the words "**include(s)**", "**including**" or "**in particular**" are deemed to have the words "without limitation" following them; and
 - (f) any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 27.2 In the case of conflict or ambiguity, the order of precedence for a Contract and any documents attached to or referred to in it will be as follows, in descending order of importance:
- (a) the Product Order; then
 - (b) any supplemental terms agreed by TalkTalk Business; then
 - (c) these Customer Terms; then
 - (d) documents attached or referred to in the Contract.

CUSTOMER TERMS

GLOSSARY

Affiliate	In relation to TalkTalk Business, any company which is a Subsidiary or a Holding Company or which is a Subsidiary of any such Holding Company from time to time (where 'Subsidiary' and 'Holding Company' have the meanings given in section 1159 and Schedule 6 of the Companies Act 2006).
Ancillary Charges	Any third party charges incurred by TalkTalk Business relating to the provision of a Product that are not Installation Charges, Recurring Charges, Usage Charges or Cancellation Charges.
Broadband Product	The broadband services provided by TalkTalk Business to Customer, to access the internet using the TalkTalk Business Network, pursuant to the Contract.
Business Day	A day which is not Saturday, Sunday or a public holiday in England and Wales.
Cancellation Charges	The charges (if any) set out in the Price List payable by Customer to TalkTalk Business as a result of cancelling the Contract during the Contract Term.
Change of Control	Any material change in the exercise, control or holding of the voting shares in Customer of any holding company of Customer (otherwise than solely for the purposes of a group re-organisation of a solvent group).
Charges	The Installation Charges, the Recurring Charges, the Usage Charges, the Ancillary Charges and the Cancellation Charges.
CLI	The telephone number of a calling party.
Confidential Information	All business and trade secrets, methods of doing business, customer lists, tariffs and pricing information and all other confidential information and material disclosed by or obtained from the other Party in connection with the Contract.
Connection Date	The date TalkTalk Business notifies Customer a Product will be ready for use by Customer or, where a Connection will be connected to the TalkTalk Business Network or if earlier the date upon which Customer first uses the Product or Connection.
Connection	The connection of the Product to the TalkTalk Business Network and " Connected " will be construed accordingly.
Contract	Product Order and any terms set out in it, which has been accepted by TalkTalk Business in accordance with Clause 2.2, incorporating these Customer Terms.
Contract Term	The period commencing on the date of the Contract and expiring after the period from the Connection Date specified in the Product Order.
Credit Limit	A monthly financial limit on the Charges which may be incurred under the Contract.
Customer Terms	These terms and conditions.
Customer Equipment	Any equipment, apparatus, software, systems and cabling provided by Customer and used to access the Products.
End User	Any person authorised by Customer to use the Product.
Force Majeure Event	Any circumstances beyond a Party's reasonable control including acts of God, theft, war or riot, civil disobedience, national emergency, strikes and other labour disputes (other than concerning the Party affected by the Force Majeure Event), fire, flood, act of terrorism, power failures, non-availability of any third party communication services, or the internet or breakdown of any equipment not supplied under a Contract and acts of government or other competent authority.
Incident	An unplanned interruption or a reduction in the quality of a Product.
Installation Charges	The charges incurred as a result of or arising from the installation of the Product by TalkTalk Business at the Site.
Intellectual Property Rights	Patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Legislation	Any legislation, authorisations, permissions, rules, regulations, codes of practice, orders and guidelines relating to the provision, marketing or use of the Products, including any directives or other requirements issued by any regulator from time to time.
Losses	Liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses).
Maintenance	Proactive maintenance of a Product to minimise Incidents.
Maintenance Window	The hours of 00:00 and 06:00, seven days a week.
Office Hours	9.00am-5.30pm on any Business Day.
Party	TalkTalk Business or Customer and together the " Parties ".
Price List	The price list of Charges for the Product available on TalkTalk Business Website, and as such are periodically updated and made available to Customer from time to time.
Product	Any service, package of services and TalkTalk Business Equipment, provided by TalkTalk Business to Customer pursuant to the Contract and " Products " will be construed accordingly.
Product Order	Each proper request for a Product made pursuant to these Customer Terms.
Recurring Charges	The regular charges for a Product that are incurred periodically in the same amount, such as line rental.

CUSTOMER TERMS

Site	Any premises, not owned or controlled by TalkTalk Business, at which the Product is to be provided.
Small Business Customer	A Customer who is neither a communications provider nor a person for which more than ten individuals work (whether as employees, volunteers or otherwise).
TalkTalk Business	TalkTalk Communications Limited trading as TalkTalk Business, a company registered in England & Wales with company number 03849133.
TalkTalk Business Equipment	Any equipment, apparatus, software, systems and cabling provided by TalkTalk Business to provide a Product at the Site. The TalkTalk Business Equipment does not include the TalkTalk Business Network.
TalkTalk Business Network	The public electronic communications network operated by TalkTalk Business or its Affiliates from time to time.
TalkTalk Business Website	The website located at www.talktalkbusiness.co.uk as may be amended from time to time.
Telephony Product	The services provided by TalkTalk Business to enable Customer, to make and receive calls over the TalkTalk Business Network, pursuant to the Contract.
Telephone Preference Service	The call screening service provided by TalkTalk Business as more particularly described in the Contract.
Third Party Operator	The operator of any electronic communications network or provider of any electronic communications services over which or through TalkTalk Business may provide Products.
Transmission Speed	The rate either in Kbps or Mbps that data is transferred between the TalkTalk Business Equipment and the Broadband Product.
Usage Charges	The charges that are incurred based on use of the Product, such as call charges or bandwidth usage charges. This covers all charges incurred including where the Product is used without Customer's knowledge, consent or otherwise.