

Master Agreement Terms and Conditions

Voice and Data Services

Interpretation

Definitions:

The following words shall have the following meanings in these Conditions and the Service Documents:

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charges: the charges payable by the Customer for the supply of the Services in accordance with clause 9.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 16.4.

Contract: the contract between Virtual Landline and the Customer for the supply of Goods and/or Services in accordance with the terms of the Service Documents.

Control: shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **change of Control** shall be construed accordingly.

Customer: the person or firm who purchases the Goods and/or Services from Virtual Landline.

Customer Default: has the meaning set out in clause 8.3.

Delivery Location: has the meaning given to it in clause 4.2

Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by a party to this Contract or companies in the same group as that party); non-performance by Virtual Landline's or subcontractors (other than by companies in the same group as a party to this Contract); interruption or failure of utility service.

Goods: the goods (or any part of them) set out in the Order as being supplied and sold to the Customer and shall not include Virtual Landline's Materials.

Goods Specification: any specification for the Goods including any relevant plans or drawings, that is agreed in writing by the Customer and Virtual Landline.

Initial Term: shall mean the minimum term for which the Services are contracted to be provided by Virtual Landline as set out in the Service Order Form and / or the relevant Service Schedule.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade 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 (including know-how), 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.

Order: the Customer's order for the supply of Goods and /or Services as set out in the Customer's Service Order Form.

Portal: Virtual Landline may notify the Customer from time to time at which Virtual Landline publishes procedures, guidelines, manuals, standard instructions and other information concerning the provision of the Services.

Services: the services supplied by Virtual Landline to the Customer as set out in the Service Order Form and relevant Service Schedule.

Unacceptable use of the Services: means the use of the Services in such manner that is, or causes Virtual Landline to reasonably suspect that the Services are being used in, an unreasonable, abusive or improper manner to include, without limiting the generality of the foregoing, the use of the Services:

- (i) in a fraudulent and / or criminal manner;
- (ii) in any illegal manner;
- (iii) for conduct which constitutes harassment of any party;
- (iv) for the transmission of material which is defamatory, offensive or of an obscene or menacing nature;
- (v) in a manner which constitutes a violation or infringement of the rights of any person;
- (vi) for the purpose of mis selling including but not limited to the practices commonly referred to as "slamming" and "spamming";
- (vii) in a manner which causes or is likely to cause unreasonable congestion of Virtual Landline's network including, without limiting the generality of the foregoing, the use of automated dialing equipment, dialing sequential numbers and / or the dialing of telephone numbers that do not exist;
- (viii) any activity on the Customer's account which is reasonably perceived as Artificially Inflated Traffic;
- (ix) comprises more than one call exceeding four hours in duration in any twenty-four-hour period;

Virtual Landline: Virtual Landline is a trading name of Buzz Networks Ltd registered in England and Wales with company number 3260342..

Virtual Landline Materials: all materials, equipment, documents and other property of Virtual Landline lent by Virtual Landline to the Customer for the purpose of using the Services.

Virtual Landline's Price Lists and Tariffs: Virtual Landline's Price List per Service Type and Call Tariffs as published on the website.

1. Interpretation:

- a) A **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality);
- b) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- c) Any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- d) A reference to **writing** or **written** includes fax and email.
- e) A reference to the **relevant Service Schedule** shall be to the Service Schedule applicable to this Contract as indicated on the Service Order Form.

2. Basis of contract

- 2.1. The Order constitutes an offer by the Customer to purchase Goods and/or Services.
- 2.2. The Order shall only be deemed to be accepted when Virtual Landline issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3. Any samples, drawings, descriptive matter or advertising issued by Virtual Landline, and any descriptions of the Goods or illustrations or description of the Services contained in Virtual Landline's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5. Any quotation given by Virtual Landline shall not constitute an offer and is only valid for a period of twenty Business Days from its date of issue.
- 2.6. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7. When the Customer offers to purchase Goods and/or Services in accordance with the terms of the Service Documents, the person signing the order form is confirming that they are an authorised person to enter into contracts for services on behalf of the Customer

3. Goods

- 3.1. The Goods are described in the Goods Specification.
- 3.2. Virtual Landline reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.
- 3.3. The Goods do not include Virtual Landline Materials which shall remain the property of Virtual Landline at all times

4. Delivery of Goods

- 4.1. Virtual Landline shall ensure that:
 - (a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Virtual Landline reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) if Virtual Landline requires the Customer to return any packaging material to Virtual Landline, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Virtual Landline shall reasonably request.
- 4.2. Virtual Landline shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Virtual Landline notifies the Customer that the Goods are ready.
- 4.3. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 4.4. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Virtual Landline shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Virtual Landline with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5. If Virtual Landline fails to deliver the Goods, its liability shall be limited to the costs and

expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Virtual Landline shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide Virtual Landline with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

- 4.6. If the Customer fails to accept or take delivery of the Goods within ten Business Days of Virtual Landline notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Virtual Landline's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the eleventh Business Day following the day on which Virtual Landline notified the Customer that the Goods were ready; and
 - (b) Virtual Landline shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7. If thirty Business Days after Virtual Landline notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Virtual Landline may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

5. Quality of goods

5.1. Virtual Landline warrants that on delivery the Goods shall:

- (a) conform in all material respects with the Goods Specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by Virtual Landline.

5.2. Subject to clause 5.3, if:

- (a) the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) Virtual Landline is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by Virtual Landline) returns such Goods to Virtual Landline's place of business at Virtual Landline's cost,
- (d) Virtual Landline shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3. Virtual Landline shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow Virtual Landline's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of Virtual Landline following any drawing, design or Goods Specification supplied by the Customer;

- (d) the Customer alters or repairs such Goods without the written consent of Virtual Landline;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (f) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4. Except as provided in this clause 5, Virtual Landline shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5. The terms of these Conditions shall apply to any repaired or replacement Goods supplied by Virtual Landline under clause 5.2.

6. Title and risk

- 6.1. The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2. Title to the Goods shall not pass to the Customer until Virtual Landline receives payment in full (in cash or cleared funds) for the Goods and any other goods that Virtual Landline has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3. Until title to the Goods has passed to the Customer, the Customer shall:
 - (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Virtual Landline's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Virtual Landline's behalf from the date of delivery;
 - (d) notify Virtual Landline immediately if it becomes subject to any of the events listed in clause 13.4; and
 - (e) give Virtual Landline such information relating to the Goods as Virtual Landline may require from time to time.
- 6.4. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.4, then, without limiting any other right or remedy Virtual Landline may have:
 - (a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
 - (b) Virtual Landline may at any time:
 - i. require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - ii. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Supply of Services

- 7.1. Virtual Landline shall supply the Services to the Customer in accordance with the specification set out in the Service Order Form in all material respects and on the terms of the Service Documents.
- 7.2. Virtual Landline shall use all reasonable endeavours to meet any lead times specified in the Service Documents, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 7.3. Virtual Landline shall have the right to make any changes to the Services which are necessary to

comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Virtual Landline shall notify the Customer in any such event.

7.4. Virtual Landline warrants to the Customer that the Services will be provided using reasonable care and skill.

7.5. The Customer acknowledges and agrees that:

- (a) the provision of the Services, including without limitation, the commencement date of provision of the Services is dependent on the actions of third party service providers that are not controlled by Virtual Landline. Virtual Landline accepts no liability for delay in provision caused by third parties; and
- (b) provision of the Services is dependent on the Customer providing complete and correct information, as identified in the Order; and
- (c) it shall maintain all third party equipment and / or services not provided by Virtual Landline but required for the provision of the Services and such third party items and / or services are to be the responsibility of the Customer and are not supported by Virtual Landline.

7.6. Should the Customer require equipment to be shipped outside of the UK after ordering, the Customer is responsible for all charges associated with such shipment and the equipment shall be at the customer's risk during shipment.

7.7. The Customer shall indemnify and keep indemnified Virtual Landline against any claims, losses, damages, costs and other liabilities which Virtual Landline may incur or may be established against it by reason of any claim against Virtual Landline by any third party arising out of or in connection with:

- (a) the use of Services by the Customer; and/ or
- (b) any breach by the Customer of the terms of this Contract.

7.8 Emergency Services – Non-UK Addresses.

- (a) Where a Virtual Landline service is registered with a non-UK address, access to UK emergency services via 999 or 112 will be blocked. This is due to limitations in accurately routing emergency calls without a UK address.
- (b) Customers registered outside the UK must ensure they have an alternative method to contact local emergency services. Virtual Landline accepts no responsibility for emergency call access where a non-UK address is provided.

7.9 Emergency Calls and Power Dependency

- (a) The Customer acknowledges that the Services are provided using Voice over Internet Protocol (VoIP) technology and require a continuous power supply and active broadband internet connection to operate.
- (b) In the event of a power failure or loss of broadband connectivity, the Services, including the ability to make calls to emergency services using 999 or 112, will not function.
- (c) Unlike traditional fixed-line telephone services, the Services will not operate during a power outage unless the Customer has installed and maintained an appropriate backup power solution for all required equipment, including but not limited to routers, modems and VoIP-enabled devices.
- (d) The Customer acknowledges and agrees that:
 - (a) access to emergency services via the Services cannot be guaranteed during any power failure, equipment failure or loss of connectivity; and
 - (b) the Customer is responsible for ensuring it has an alternative means of contacting emergency services at all times.
- (e) Virtual Landline shall not be liable for any inability to access emergency services arising from power outages, connectivity failures or Customer equipment failures.

8. Customer's obligations

8.1. The Customer shall:

- (a) ensure that the terms of the Order and any information it provides in the Service Order Form and Goods Specification are complete and accurate;
- (b) co-operate with Virtual Landline in all matters relating to the Services;
- (c) provide Virtual Landline, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Virtual Landline;
- (d) provide Virtual Landline with such information and materials as Virtual Landline may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services (if applicable);
- (f) obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;
- (g) keep and maintain all of Virtual Landline's Materials at the Customer's premises in safe custody at its own risk, maintain Virtual Landline Materials in good condition until returned to Virtual Landline, and not dispose of or use Virtual Landline Materials other than in accordance with Virtual Landline's written instructions or authorisation;
- (h) comply with any additional obligations as set out in the Service Documents; and
- (i) promptly report any faults in the Services in accordance with Virtual Landline's fault reporting procedures as published on the Portal from time to time and available on request;
- (j) Comply with any reasonable instructions or regulations issued by Virtual Landline to the Customer concerning the Customer's use of the Services;
- (k) Maintain or procure the maintenance of all third party equipment required for the provision of the Services by Virtual Landline.
- (l) Promptly on request provide to Virtual Landline (free of charge) any information which Virtual Landline may require to enable it to proceed with the performance of its obligations under this Contract including any information which Virtual Landline may reasonably request for the purposes of credit verification and debt collection. The Customer permits Virtual Landline to use such information and to provide it to third parties acting on behalf of Virtual Landline for such purposes; and
- (m) Comply at all times with all laws and obligations applicable to it and the use of the Services by it
- (n) Not use or permit the use of the Services in any manner which would constitute an Unacceptable use of the Services;
- (o) Take all steps necessary to ensure that the Services and not used in any manner which would constitute an Unacceptable use of the Services;
- (p) Inform Virtual Landline as soon as the Customer becomes aware of or suspects any fraudulent or Unacceptable use of the Services;
- (q) Comply with the terms of the relevant Service Schedule and any obligations on the Customer contained therein;
- (r) The Customer will take all reasonable steps to ensure that their systems are secure and in good working order, including but not limited to ensuring;
 - (i) its networks are adequately protected from being accessed by unauthorised third parties, whether by the installation of an appropriate firewall or otherwise;
 - (ii) any hardware installed by or on behalf of the Customer is installed in such a manner that it was secure from access by unauthorised third parties;
- (s) The Customer shall ensure that it possess any licences or other authorisations required to play any "hold music" provided to its own customers in connection with its use of the Services.

8.2. The Customer will promptly provide to Virtual Landline (free of charge) any information which Virtual Landline may require to enable it to proceed with the performance of its obligations under this Contract including, without limitation:

- (i) any information requested by an order, instruction or request of Government, an emergency services organisation or other competent administrative or regulatory authority; and
- (ii) Any information which Virtual Landline may reasonably request for the purpose of credit verification and debt collection.

8.3. If Virtual Landline's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) Virtual Landline shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Virtual Landline's performance of any of its obligations;
- (b) Virtual Landline shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Virtual Landline's failure or delay to perform any of its obligations as set out in this clause 8.3; and
- (c) the Customer shall reimburse Virtual Landline on written demand for any costs or losses sustained or incurred by Virtual Landline arising directly or indirectly from the Customer Default.

9. Credit checks

9.1. The Customer agrees that:

- (a) When the Customer applies to Virtual Landline to open an account, Virtual Landline may check the following records about the Customer and its business partners:
 - (i) Virtual Landline's own;
 - (ii) Personal and business records at credit reference agencies (CRAs). When CRAs receive a search from Virtual Landline they will place a search footprint on the Customer's business credit file that may be seen by other parties including lenders. They supply to Virtual Landline both public (including the electoral register) and shared credit and fraud prevention information; and
 - (iii) those at fraud prevention agencies (FPAs);
- (b) For directors, Virtual Landline may seek confirmation, from credit reference agencies, that the residential address provided is the same as that shown on the restricted register of directors' usual addresses at Companies House;
- (c) Virtual Landline may make checks such as assessing the Customer's application and verifying identities to prevent and detect crime and money laundering. Virtual Landline may also make periodic searches at CRAs and FPAs to manage the Customer's account with it;
- (d) Information on applications will be sent to CRAs and will be recorded by them. Including information on the Customer's business and its proprietors and CRAs may create a record of the name and address of the Customer's business and its proprietors if there is not one already. Where the Customer borrows from us, we will give details of the Customer's accounts and how the Customer manages it/them to CRAs;
- (e) If the Customer borrows and does not repay in full and on time, CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs and FPAs to perform similar checks and to trace the Customer's whereabouts and recover debts that the Customer owes. Records remain on file for 6 years after they are closed, whether settled by the Customer or defaulted;
- (f) If the Customer gives Virtual Landline false or inaccurate information and Virtual Landline suspect or identifies fraud Virtual Landline will record this and may also pass this information to FPAs and other organisations involved in crime and fraud prevention;
- (g) If the Customer has borrowed from Virtual Landline and does not make payments that it owes Virtual Landline, Virtual Landline may trace the Customer's whereabouts and recover debts;
- (h) Virtual Landline and other organisations may access and use from other countries the

information recorded by fraud prevention agencies; and

- (i) The Customer's data may also be used for other purposes for which the Customer gives specific permission or, in very limited circumstances, when required by law or where permitted under the terms of the Data Protection Act 2018.

10. Charges and payment

- 10.1. The price for the Goods shall be the price set out in the Service Order Form. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.
- 10.2. The Charges for the Services shall be as set out on the Service Order Form and the Service Documents.
- 10.3. Save in respect of Call Tariffs in respect of which see clauses 10.6 and 10.7 hereof, Virtual Landline reserves the right to increase its charges set out on Virtual Landline's Price Lists and Tariffs. If such increase is not acceptable to the Customer, it shall notify Virtual Landline in writing within one month of the date of Virtual Landline's notice and Virtual Landline shall have the right without limiting its other rights or remedies to terminate the Contract by giving six months' written notice to the Customer.
- 10.4. If the Customer does not notify Virtual Landline in accordance with clause 10.3 hereof it shall be deemed to have accepted the increase in charges and shall not be entitled to object to the same
- 10.5. For the avoidance of doubt the Customer acknowledges that it has sole responsibility for all charges relating to the use of the Services regardless of whether such use is authorised, unauthorised, fraudulent or otherwise.
- 10.6. Virtual Landline may change the rates for calling phones and premium rate numbers at any time without notice to you by posting such change at www.virtuallandline.co.uk. The new rate will apply to your next purchase after the new rates have been published. Please check the latest rates before you make your call. If you do not accept the new rates, do not make your call.
- 10.7. Virtual Landline shall invoice for any usage charges monthly in arrears and any fixed charges monthly or quarterly or yearly in advance as specified on the Services Order Form. Invoices and detailed information on any applicable usage may be sent by email at Virtual Landline's discretion
- 10.8. In respect of the Goods, Virtual Landline shall invoice the Customer on or at any time after the date of the Order.
- 10.9. Usage charges for a given billing period will be calculated by reference to the appropriate band of Virtual Landline's tariff structure which is available for inspection upon request.
- 10.10. The Customer shall pay each invoice submitted by Virtual Landline:
 - (a) within twenty-one days of the date of the invoice; and
 - (b) in full and in cleared funds to a bank account nominated in writing by Virtual Landline; and
 - (c) through a direct debit arrangement on or about the eighteenth day of the month of invoice, any deviation to this must first be agreed in writing to Virtual Landline and said deviation will be subject to a monthly charge of £5; and
 - (d) time for payment shall be of the essence of the Contract.
- 10.11. In the event that a legitimate direct debit charge cannot be collected a £10 + VAT administration fee will be charged to the Customer's account. In addition, at Virtual Landline's discretion and without prejudice to any other rights it may have under this Contract or otherwise, the supply of the Services may be suspended. If the provision of the Supply of Services is suspended for any breach of this Contract by the Customer and subsequently re-instated at the absolute discretion of Virtual Landline, a £30 + VAT Reinstatement fee will be paid by the Customer.
- 10.12. If the Customer fails to make any payment due to Virtual Landline under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per cent per annum above HSBC Bank plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

10.13. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Virtual Landline may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Virtual Landline to the Customer.

10.14. Usage charges shall be calculated by reference to data recording or logged by Virtual Landline.

10.15. For the avoidance of doubt, the Customer shall be liable for all and any telecommunication charges payable to any third party arising out of the Customer's use of the Services.

11. Intellectual property rights

11.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Virtual Landline.

11.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on Virtual Landline obtaining a written licence from the relevant licensor on such terms as will entitle Virtual Landline to license such rights to the Customer.

11.3. All Virtual Landline Materials are the exclusive property of Virtual Landline.

12. Limitation of liability: the customer's attention is particularly drawn to this clause

12.1. Nothing in the Contract shall limit or exclude Virtual Landline's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);

(d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or

(e) defective products under the Consumer Protection Act 1987; or

(f) or any other liability which cannot be limited or excluded by applicable law.

12.2. Subject to clause 12.1, Virtual Landline shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of damage to goodwill; and

(g) any indirect or consequential loss.

12.3. Subject to clause 8.1, Virtual Landline's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to:

(a) 100% of the fixed charges payable under the Contract during the Initial Term as set out in the Service Documents; or

(b) if that sum is not calculable for any reason, the sum of £10,000 (ten thousand pounds).

12.4. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.5. This clause 12 shall survive termination of the Contract.

13. Termination and suspension

- 13.1. Upon expiry of the Initial Term Virtual Landline shall continue to supply the Services to the Customer on the terms of this Contract subject to the rights of either party to terminate or suspend the Contract as set out in this clause 13. We reserve the right to increase the monthly charge by £2.00 plus VAT per seat/subscriber in the event that you do not notify us of cancellation within the given time period as laid out in clause 13.3.
- 13.2. Without limiting its other rights or remedies, Virtual Landline may terminate the Contract by giving the Customer at least three months' written notice provided that such notice will only be effective if it expires after expiry of the Initial Term.
- 13.3. Without limiting its other rights or remedies, the Customer may at any time after commencement of the Initial Term terminate all or some only of the Services provided under the Contract by giving Virtual Landline written notice of a length at least equal to the:
- (a) the length of notice set out in the relevant Service Schedule in respect of the Service(s) being terminated provided that any such notice will only be effective if it expires after expiry of the Initial Term.
- 13.4. Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (c) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
 - (d) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.5. Without limiting its other rights or remedies, Virtual Landline may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
 - (b) there is a change of Control of the Customer;
 - (c) Virtual Landline reasonably suspects Unacceptable use of the Services;
 - (d) Virtual Landline reasonably suspects that the Services are being used in a way prohibited by the terms of the Service Documents; or
 - (e) If any licence or other agreement required for Virtual Landline to supply the Services expires or is revoked through no fault of Virtual Landline.
 - (f) the results of any survey of the Customer's site by Virtual Landline shows the Customer's site to be unsuitable for the Services in Virtual Landline's opinion acting reasonably.
- 13.6. Without limiting its other rights or remedies, Virtual Landline may suspend provision of the Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Virtual Landline if:
- (a) the Customer becomes subject to any of the events listed in clause 13.3 13.4(a) to clause 13.4(c) or Virtual Landline reasonably believes that the Customer is about to become subject to any of them; or
 - (b) or if the Customer fails to pay any amount due under this Contract on the due date for payment; or
 - (c) or if Virtual Landline reasonably suspects Unacceptable Use of the Services; or
 - (d) required for Virtual Landline's operational reasons or in the case of emergency.

14. Consequences of termination and Suspension

14.1. On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to Virtual Landline all of Virtual Landline's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Virtual Landline shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of Virtual Landline Materials which have not been fully paid for. If the Customer fails to do so, then Virtual Landline may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) If Virtual Landline's Materials are damaged or not in good condition the Customer shall immediately pay the remedial or replacement costs of the same;
- (d) the Customer shall immediately cease using the Services;
- (e) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (f) clauses which expressly or by implication survive termination shall continue in full force and effect.

14.2. In the event that a suspension is implemented by Virtual Landline as a consequence of the breach, fault or omission of the Customer, the Customer shall reimburse Virtual Landline on a full indemnity basis for all costs, expenses, management time calculated at a reasonable hourly rate and any other losses incurred as a result of the suspension and/or the recommencement of the provision of the Services as appropriate.

14.3. For the avoidance of doubt and without prejudice to clause 12 of these Conditions Virtual Landline shall not be liable for any loss, damage or inconvenience suffered by the Customer as a result of any suspension or termination of the Contract.

15. Force majeure

15.1. Provided it has complied with clause 15.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

15.2. The corresponding obligations of the other party (if any) will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

15.3. The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Contract; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than twelve weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving eight weeks' written notice to the Affected Party.

15.5. Nothing in this clause 15 shall permit the Customer to terminate this Contract due to delays in the service commencement date in relation to Ethernet Services provided by Virtual Landline if that delay is due to the delay of third parties outside Virtual Landline's control and the Customer hereby expressly acknowledges and agrees that the service commencement date for Ethernet Services may be many months or, in exceptional circumstances, years after the date of the Service Order Form.

16. General

16.1. Assignment and other dealings.

- (a) Virtual Landline may at any time assign, transfer, mortgage, charge, subcontract or deal in any

other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

- (b) The Customer shall not, without the prior written consent of Virtual Landline, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

16.2. Confidentiality.

- (a) The Customer undertakes that it shall not at any time any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Virtual Landline or Virtual Landline except as permitted by clause 16.2(b).
- (b) The Customer may disclose Virtual Landline's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the Customer's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses Virtual Landline's confidential information comply with this clause 16.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) The Customer shall not use Virtual Landline's confidential information for any purpose other than to perform its obligations under the Contract.

16.3. Entire agreement.

- (a) The Service Documents 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 their subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Service Documents.
- (c) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Service Documents.

16.4. Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.5. Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- (a) waive that or any other right or remedy; or
- (b) prevent or restrict the further exercise of that or any other right or remedy.

16.6. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.7. Notices.

16.7.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

16.7.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.7(a); if sent by pre-paid first

class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

- 16.7.3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 16.8. **Third parties.** No one other than a party to the Contract shall have any right to enforce any of its terms.
- 16.9. **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.
- 16.10. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 16.11. **Confidential information and privacy.** Virtual Landline is committed to respecting your privacy and the confidentiality of your personal information. We will process your personal information, the traffic data and the content of your communication(s) in accordance with our Privacy Policy: <https://www.virtuallandline.co.uk/privacy-policy/>
- 16.12. **Contact.** To contact Virtual Landline in relation to the Virtual Landline Software or Virtual Landline branded products please submit a support request to <https://www.virtuallandline.co.uk/contact/>

Annex A – Virtual Landline Office Service Schedule

This Annex must be read in conjunction with the Master Services Agreement

Virtual Landline is required by Ofcom to communicate the following advisory statements to all telecommunications service customers:

- (a) If the broadband Connection that a VoIP service depends on fails, the voice service will also fail.
- (b) If there is a power cut or failure in the connected telephone system, any associated broadband connection and voice service may also fail
- (c) Broadband connection and power supply failures are caused by reasons outside the control of Virtual Landline
- (d) If the broadband connection that a VoIP service depends on fails for any reason, the service cannot be used to make calls to the emergency services numbers 999 and 112.

1.0 Definitions

- 1.1 All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise
- 1.2 'DDI' or 'DID' – shall mean a Direct Inward Dial number.
- 1.3 'CLI' shall mean Caller Line Identity
- 1.4 'Flexible CLI presentation' shall mean the ability to present a number that is not currently hosted on the Virtual Landline network
- 1.5 'Mobile App' shall mean the soft phone application provided by Virtual Landline for use of the 'Virtual Landline Office'
- 1.6 'MSA' shall refer to Virtual Landline's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal
- 1.7 'Virtual Landline Office' shall mean the brand under which Virtual Landline sells its Hosted Communication Platform
- 1.8 'VoIP' – shall mean Voice over Internet Protocol
- 1.9 'Virtual Landline Office features' shall mean the list of features supported by the Virtual Landline Office product
- 1.10 'QoS' shall mean Quality of Service
- 1.11 'Virtual Landline' shall mean Virtual Landline registered in England and Wales with company number 700549854.

1. Services Description

- 1.1. Services provided under the "Virtual Landline Office" heading include the following:
 - 1.1.1. Licence Fee - The per seat cost whereby each seat will be defined as a user or extension on Virtual Landline Office.
 - 1.1.2. Number Porting – the service which enables customers to change their service provider whilst keeping their existing telephone number. Customers understand that there may be restrictions to this service outside of Virtual Landline's control.
 - 1.1.3. International Numbers – shall mean any International telephone number
 - 1.1.4. Call Recording – shall be a feature that can be enabled by the customer upon request
 - 1.1.5. Handsets – shall be the phones provided by Virtual Landline to the customer for the use of the Virtual Landline Office product.
 - 1.1.6. Virtual Landline Office features - shall be any included features
 - 1.1.7. Call Termination - the service which allows the customer to make VoIP calls which will be chargeable as per the relevant call tariff.

2. Service Commencement date

- 2.1. For any Virtual Landline Office service provided and installed through Virtual Landline shall be the date the services are installed by Virtual Landline.
- 2.2. For any Virtual Landline Office service provided by Virtual Landline and installed by a third

party shall be within 5 working days after the handsets are shipped by Virtual Landline.

3. Initial Term

- 3.1. Initial term for any Virtual Landline Office services will be 12 months from the Service Commencement Date unless stated otherwise on the Service Order Form. We reserve the right to increase the monthly charge by £2.00 plus Vat per seat/subscriber in the event that you do not notify us of intent to renew before the expiry of the Initial Term

4. Service Provision

- 4.1. Customers have a choice on how they would like their Virtual Landline Office product configured however the customer is responsible for completing the technical aspect form; the Virtual Landline Office product will be configured according to the submitted technical aspect form and any deviation from this form required to be completed by Virtual Landline may be subject to a reconfiguration fee.
- 4.2. The Handsets will not be ordered for delivery until a signed valid service order form and a technical aspect form have been received and approved by Virtual Landline.

5. Service Use

- 5.1. For the avoidance of doubt, the Customer acknowledges that:
 - 5.1.1. they have access to the internet unless this is provided by Virtual Landline through Services, Products, or Equipment.
 - 5.1.2. the available bandwidth must be sufficient to run the concurrent calls and any additional Virtual Landline Office features for the services provided and that the customer acknowledges that failure to ensure this can result in a poor service.
- 5.2. In the event of a local circuit failure customers will be able to apply a call divert to the affected solution via the Virtual Landline Office portal, instantly rerouting all inbound calls to any other active phone numbers.
- 5.3. If the customer amends or creates any passwords throughout the system, they are required to ensure the passwords are secure; a secure password is defined as being at least 8 characters in length and consisting of alpha numeric characters, symbols and containing at least one capital letter.
- 5.4. Any equipment, not including Goods sold to the customer, provided by Virtual Landline for the use of the service shall remain the property of Virtual Landline and upon cancellation must be returned to Virtual Landline.
- 5.5. Virtual Landline Office Features are subject to change and Virtual Landline may require the ability to carry out updates on the software for the features
- 5.6. If Equipment provided by Virtual Landline is ascertained to be faulty by the Virtual Landline technical team, then a replacement piece of equipment will be shipped out next day delivery if the fault is confirmed by 2pm. Should the fault be reported after 2pm then the equipment will be sent the following day.
- 5.7. Virtual Landline will arrange to collect the faulty equipment – it is the responsibility of the customer to ensure said equipment is packaged effectively so as to avoid any in transit damage
- 5.8. If the equipment is not packaged sufficiently for transit and the equipment is subsequently damaged in transit, the full cost of the equipment will be charged to the customer's account and payable immediately by the Customer.
- 5.9. If once the equipment is returned to Virtual Landline it is discovered through investigation that the equipment did in fact fail due to customer damage or negligence, then the full cost of the equipment will be charged to the customer account along with the shipping charges incurred to replace the equipment such costs to be paid immediately.
- 5.10. The quality of service received whilst using the Mobile app will be dependent on the internet access and speed the User has at the time and the Customer understands that not having sufficient bandwidth will result in poor service.

6. Obligations

- 6.1. The customer will take all reasonable steps to ensure that their systems are secure, including but not limited to ensuring;

- 6.1.1. its networks are adequately protected from being accessed by unauthorised third parties, whether by the installation of an appropriate firewall or otherwise
 - 6.1.2. any hardware installed by or on behalf of the customer is installed in such a manner that it was secure from access by unauthorised third parties
- 6.2. It is the responsibility of the customer to ensure that all address details are up to date for each DDI as this is the information used by the Emergency services. The address details can be updated from the portal.
- 6.3. The Company will allow the "Trade In" of pre-owned handsets by the customer subject to the following
 - 6.3.1. The handsets will need to be inspected and the subsequently the trade in approved by Virtual Landline
 - 6.3.2. Should the handsets not meet Trade In criteria the Customer will cover the costs to return the handsets to the Customer
 - 6.3.3. The Customer will cover any shipping costs to send the Handsets to Virtual Landline for pre approval
 - 6.3.4. It is the responsibility of the Customer to ensure that in transit handsets are insured and Virtual Landline accepts no responsibility for any In Transit damage
 - 6.3.5. Upon Approval of the sent in Handsets, the received Handsets will either be reconfigured for the Customer at a per handset charge or alternatively Virtual Landline will ship refurbished configured units to the Customer for use with the Virtual Landline Office product.
 - 6.3.6. If Refurbished units are sent to the Customer in place of the units the Customer sent in, said handsets will remain property of Virtual Landline.
- 6.4. The Customer must nominate a representative administrator who will be the technical point of contact for the system and will attend training.

7. Terminating Services

- 7.1. All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type;
 - 7.1.1. Virtual Landline Office - thirty (30) days.

8. Call Recording

- 8.1. A call recording service is provided as part of Virtual Landline Office and by using this service the customer undertakes that it is abiding by the following legislation linked to call recording in the United Kingdom.
 - 8.1.1. Regulation of Investigatory Powers Act 2000 ("RIPA")[13]
 - 8.1.2. Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 ("LBP Regulations")[14]
 - 8.1.3. Data Protection Act 2018
 - 8.1.4. Telecommunications (Data Protection and Privacy) Regulations 1999[15]
 - 8.1.5. Human Rights Act 1998
- 8.2. This paragraph applies where the Company provides the Customer with a call recording facility, either discretely, or within the VoIP Services, or any subsidiary service.
- 8.3. The Company retains the right to cancel the Call Recording service at any time, while providing as much notice as is reasonable to allow the download of any or all recordings via the Customer's Account, for retention by the Customer.
- 8.4. When utilising the recorded call data, the Customer must comply with all applicable laws and regulations, including without limitation the Data Protection Legislation, payment Card Industry Data Security Standards and the Regulation of Investigatory Powers Act 2000. Use of the recorded call data and information therein must fall within the scope described by the announcement covered in paragraph 1.3, and must not exceed the scope allowed by the announcement played to the caller.
- 8.5. The Customer agrees to undertake to inform all employees, agents and other staff who may be involved in call recording in any way:
 - 8.5.1. that calls delivered by the Company are recorded;
 - 8.5.2. that the applicable laws and regulations govern how recorded call data may, or may not, be used.
- 8.6. This paragraph 1.6 remains in force for the period the Customer Account remains active, and thereafter for the duration of retention of any call recordings and recorded call data, including usage in any manner.

- 8.7. The Company will only access call recordings when necessary to assist in administration and checking of the call recording service contracted to the Customer or when asked to access the recordings by the Customer and within the parameters set out by the Customer.
- 8.8. The Customer remains the data controller of all call recordings and the information contained therein. The Company acts as a data processor of the call recordings and the information contained therein. The Company has satisfactory security requirements and will ensure the appropriate technical and organisational security measures are in place to protect all call recordings processed on the client's behalf against accidental loss, damage to, or destruction of the personal data contained within the call recordings. The Company will also ensure measures are in place against unauthorised or unlawful processing of the call recordings.
- 8.9. The Customer agrees to indemnify and not hold the Company (and its subsidiaries) responsible for any loss of any kind suffered because of the Customer's breach of this paragraph.
- 8.10. The Customer agrees to indemnify and not hold the Company (and its subsidiaries) responsible for loss of any kind suffered because of inability to access any call recordings other than specific provisions that may be made under contractual service level agreements between the Customer and The Company.
- 8.11. The Company will endeavour to maintain the highest standards of service quality and data security but cannot be held responsible for any loss of service or data which results from factors outside the scope of the Company and its employees.
- 8.12. The Customer will comply with all aspects of this paragraph, but where there is any conflict with the applicable laws and regulations, the Customer must abide by the terms of the laws and regulations first and foremost.

9. **Number portability**

- 9.1. Customers may port their numbers away from the Virtual Landline service at any time. Customers that have been with us less than 6 months a one off fee of £50+vat will be applicable should you wish to port away a number.. Please, note, that porting is a complex manual process, that may take 2-4 weeks depending on the circumstances.
- 9.2. It is your responsibility to check if your current provider allows porting/number transferring.
- 9.3. Virtual Landline does not allow 0207 and 0208 numbers to be ported. Any number with either of these prefixes remains the property of Buzz Networks and it is not portable or transferable (unless ported into us by you in the first instance)

Annex B – Virtual Landline Service Schedule

This Annex must be read in conjunction with the Master Services Agreement

Virtual Landline is required by Ofcom to communicate the following advisory statements to all telecommunications service customers:

- (a) If the broadband Connection that a VoIP service depends on fails, the voice service will also fail.
- (b) If there is a power cut or failure in the connected telephone system, any associated broadband connection and voice service may also fail
- (c) Broadband connection and power supply failures are caused by reasons outside the control of Virtual Landline
- (d) If the broadband connection that a VoIP service depends on fails for any reason, the service cannot be used to make calls to the emergency services numbers 999 and 112.

1. Definitions

- 1.0 All terms defined in the MSA (defined below) shall have the same meaning in this Service Schedule except where the context may require otherwise
- 1.1 'DDI' or 'DID' – shall mean a Direct Inward Dial number.
- 1.2 'CLI' shall mean Caller Line Identity
- 1.3 'Flexible CLI presentation' shall mean the ability to present a number that is not currently hosted on the Virtual Landline network
- 1.4 'Mobile App' shall mean the soft phone application provided by Virtual Landline
- 1.5 'MSA' shall refer to Virtual Landline's Master Service Agreement Terms and Conditions as at the date hereof as published on the Portal
- 1.6 'Virtual Landline' shall mean the brand under which Virtual Landline sells its Single User Communication Platform
- 1.7 'VoIP' – shall mean Voice over Internet Protocol
- 1.8 'Virtual Landline features' shall mean the list of features supported by the Virtual Landline product
- 1.9 'QoS' shall mean Quality of Service
- 1.10 'Virtual Landline' shall mean Virtual Landline registered in England and Wales with company number 700549854.

2 Services Description

Services provided under the "Virtual Landline" heading include the following

- 2.1. Licence Fee - The per seat cost whereby each seat will be defined as a user or extension on Virtual Landline.
- 2.2. Number Porting – the service which enables customers to change their service provider whilst keeping their existing telephone number. Customers understand that there may be restrictions to this service outside of Virtual Landline's control.
- 2.3. International Numbers – shall mean any International telephone number
- 2.4. Call Recording – shall be an optional feature that can be enabled by the customer upon request and will be chargeable – charges will be available from Virtual Landline upon request
- 2.5. Handsets – shall be the phones provided by Virtual Landline to the customer for the use of the Virtual Landline product.
- 2.6. Virtual Landline Pro features - shall be any additional features added on top of the Virtual Landline product
- 2.7. Call Termination - the service which allows the customer to make VoIP calls which will be chargeable as per the relevant call tariff.

3. Service Commencement date

- 3.1. For any Virtual Landline service provided through Virtual Landline shall be the date the services are installed by Virtual Landline.
- 3.2. For any Virtual Landline service provided by Virtual Landline and installed by a third party shall be within 5 working days after the handsets are shipped by Virtual Landline.

4. Initial Term

- 4.1. Initial term for any Virtual Landline services will be 1 month from the Service Commencement Date unless stated otherwise on the Service Order Form.

5. Service Use

- 5.1. For the avoidance of doubt, the Customer acknowledges that:
 - 5.1.1. they have access to the internet unless this is provided by Virtual Landline through Services, Products, or Equipment.
 - 5.1.2. if access to the internet is not provided by Virtual Landline, then the available bandwidth must be sufficient to run the concurrent calls and any additional Virtual Landline Office features for the services provided and that the customer acknowledges that failure to ensure this can result in a poor service.
- 5.2. In the event of a local circuit failure customers will be able to apply a call divert to the affected solution via the Virtual Landline portal, instantly rerouting all inbound calls to any other active phone numbers.
- 5.3. If the customer amends or creates any passwords throughout the system, they are required to ensure the passwords are secure; a secure password is defined as being at least 8 characters in length and consisting of alpha numeric characters, symbols and containing at least one capital letter.
- 5.4. Any equipment, not including Goods sold to the customer, provided by Virtual Landline for the use of the service shall remain the property of Virtual Landline and upon cancellation must be returned to Virtual Landline.
- 5.5. Virtual Landline Features are subject to change and Virtual Landline may require the ability to carry out updates on the software for the features
- 5.6. If Equipment provided by Virtual Landline is ascertained to be faulty by the Virtual Landline technical team, then a replacement piece of equipment will be shipped out next day delivery if the fault is confirmed by 2pm. Should the fault be reported after 2pm then the equipment will be sent the following day.
- 5.7. Virtual Landline will arrange to collect the faulty equipment – it is the responsibility of the customer to ensure said equipment is packaged effectively so as to avoid any in transit damage
- 5.8. If the equipment is not packaged sufficiently for transit and the equipment is subsequently damaged in transit, the full cost of the equipment will be charged to the customer's account and payable immediately by the Customer.
- 5.9. If once the equipment is returned to Virtual Landline it is discovered through investigation that the equipment did in fact fail due to customer damage or negligence, then the full cost of the equipment will be charged to the customer account along with the shipping charges incurred to replace the equipment such costs to be paid immediately.
- 5.10. The quality of service received whilst using the Mobile app will be dependent on the internet access and speed the User has at the time and the Customer understands that not having sufficient bandwidth will result in poor service.

6. Obligations

- 6.1. The customer will take all reasonable steps to ensure that their systems are secure, including but not limited to ensuring;
 - 6.1.1. its networks are adequately protected from being accessed by unauthorised third parties, whether by the installation of an appropriate firewall or otherwise
 - 6.1.2. any hardware installed by or on behalf of the customer is installed in such a manner that it was secure from access by unauthorised third parties
- 6.2. It is the responsibility of the customer to ensure that all address details are up to date for each DDI as this is the information used by the Emergency services. The address details can be updated from the portal.

- 6.3. The Company will allow the "Trade In" of pre-owned handsets by the customer subject to the following
 - 6.3.1. The handsets will need to be inspected and the subsequently the trade in approved by Virtual Landline
 - 6.3.2. Should the handsets not meet Trade In criteria the Customer will cover the costs to return the handsets to the Customer
 - 6.3.3. The Customer will cover any shipping costs to send the Handsets to Virtual Landline for Pre approval
 - 6.3.4. It is the responsibility of the Customer to ensure that in transit handsets are insured and Virtual Landline accepts no responsibility for any In Transit damage
 - 6.3.5. Upon Approval of the sent in Handsets, the received Handsets will either be reconfigured for the Customer at a per handset charge or alternatively Virtual Landline will ship refurbished configured units to the Customer for use with the Virtual Landline Office product.
 - 6.3.6. If Refurbished units are sent to the Customer in place of the units the Customer sent in, said handsets will remain property of Virtual Landline.
- 6.4. The Customer must nominate a representative administrator who will be the technical point of contact for the system and will attend training.

7. Terminating Services

- 7.1. All terminations must be in accordance with clause 13.3 of the MSA and the notice period will be as follows for each service type;
 - 7.1.1. Virtual Landline - thirty (30) days.

8. Call Recording

- 8.1. A call recording service is provided as part of Virtual Landline and by using this service the customer undertakes that it is abiding by the following legislation linked to call recording in the United Kingdom.
 - 8.1.1. Regulation of Investigatory Powers Act 2000 ("RIPA")[13]
 - 8.1.2. Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 ("LBP Regulations")[14]
 - 8.1.3. Data Protection Act 2018
 - 8.1.4. Telecommunications (Data Protection and Privacy) Regulations 1999[15]
 - 8.1.5. Human Rights Act 1998

9. Number portability

- 9.1. Customers may port their numbers away from the Virtual Landline service only after using the service for a minimum of six months or paying the equivalent number of monthly subscription charges. Please, note, that porting is a complex manual process, that may take 2-4 weeks depending on the circumstances.
- 9.2. It is your responsibility to check if your current provider allows porting/number transferring.
- 9.3. Virtual Landline does not allow 0207 and 0208 numbers to be ported. Any number with either of these prefixes remains the property of Buzz Networks and it is not portable or transferable (unless ported into us by you in the first instance)

Annex C – Virtual Landline Wireless Service Schedule

This Annex must be read in conjunction with the Master Services Agreement

This Annex covers the router and SIM, Annex B should be referred to for the call plan.

1. Definitions

- 1.1. The dealer is a person who may have sold equipment to you.
- 1.2. The equipment is the router and SIM or other related items provided by us or by any dealer for use with the services.
- 1.3. The minimum period is the period for which you have agreed to receive the services as set out in the airtime agreement and starting on the date we connect you to the services and any extensions to it made pursuant to this agreement.
- 1.4. The network is the mobile telecommunications network to which each SIM card supplied under this agreement is connected.
- 1.5. The services are telecommunication services obtained from our telecommunications network provider as specified in the connection schedule and provided to you.
- 1.6. The Subscriber Identity Module or SIM card is supplied by us or the dealer and allows you to use the services. Each SIM card supplied by us remains our property or the property of our telecommunications network provider.
- 1.7. The tariff is the charge plan specified in the connection schedule and/or airtime agreement which determines the service charges you pay us.

2. Service Description

- 2.1. We shall do our best to provide the services to you, but our ability to do so may be affected by circumstances beyond our control. These include but are not limited to:
 - 2.1.1. the capability of the equipment;
 - 2.1.2. the number of people using the network;
 - 2.1.3. geographic or atmospheric conditions;
 - 2.1.4. maintenance requirements or equipment failures.
 - 2.1.5. Any coverage maps are a best estimate, but not a guarantee of coverage.
- 2.2. We may at any time set a limit on an amount of service charges you incur during each billing period or place a bar on the SIM card being used on overseas networks.
- 2.3. If you want to vary any such limit or release any such bar you should contact us. You acknowledge that we may undertake credit checks to determine your creditworthiness and that we may refuse to vary any such limit or release any such bar.
- 2.4. We may at any time require the payment of a non-interest bearing deposit:
 - 2.4.1. as a condition of delivering the services to you; or
 - 2.4.2. to release any bar on the SIM card being used on overseas networks or
 - 2.4.3. as a condition of increasing any limit we impose on the amount of service charges you incur.

3. Service payment

- 3.1. You shall pay the service charges for the tariff included by direct debit.
- 3.2. If you cancel the direct debit set up for payment of service charges we may impose an administration charge of £10 + VAT. In these circumstances, we may also impose a surcharge of £5.00 per month to reflect our additional costs in processing non-direct debit payments.
- 3.3. All non-direct debit payments shall be paid within 14 days of the date of our invoice. We may impose a surcharge of £10 + VAT for late payment of any invoice or if a direct debit is returned unpaid.
- 3.4. We reserve the right to charge interest on late payments at the rate of 3% above the base lending rate of 4% above the base lending rate of Barclays bank from the date the amount becomes due to the date of payment by you in full.
- 3.5. You shall notify us of any billing queries within 14 days of the date of the invoice upon which the query arises and shall not withhold payment of any service charges set out in the queried invoice, or any invoice, by reason of your billing query until it has been resolved by us.
- 3.6. All figures in this agreement are expressed exclusive of value added tax.

4. Service Commencement date

- 4.1. For any Virtual Landline service provided through Virtual Landline shall be the date the services are activated by Virtual Landline.

5. Initial Term

- 5.1. Initial term for any Virtual Landline services will be 24 months from the Service Commencement Date unless stated otherwise on the Service Order Form.

6. Your responsibilities

6.1. You must:

- 6.1.1. keep to any conditions we set regarding the use of the SIM card(s) or equipment
- 6.1.2. tell us immediately if your name, address, bank account or credit card details change;
- 6.1.3. tell us immediately if your SIM card(s) or equipment is lost or stolen and write or fax to confirm the details. You acknowledge that if your SIM card(s) or equipment is lost or stolen, you will not be responsible for any call charges incurred after you have notified us of that fact but will be responsible for any call charges incurred beforehand.

6.2. You must not:

- 6.2.1. use the SIM card or equipment (or allow it to be used) for any illegal purpose. We may report the incidents to the police or any other relevant official organisation; or
- 6.2.2. use any equipment that has not been approved for use on the network. If you are not sure whether the equipment is approved, you may contact us.

7. How you can end this agreement:

- 7.1. You can end this agreement in its entirety or part only insofar as it relates to the services delivered in respect of a particular SIM card in the following circumstances:
- 7.1.1. immediately if we break this agreement and cannot correct the situation within 14 days of you telling us about the break; or
 - 7.1.2. by giving us 90 days' written notice given to us at the address detailed at the bottom of this page.

8. What you have to pay when you end this agreement

- 8.1. If you end all or part of this agreement under 5.1 above, you will only have to pay the service charges to the date this agreement ends.
- 8.2. If you end all or part of this agreement under 5.1 and the minimum period has ended we will:
- 8.2.1. charge you £15 for the cost of disconnecting the relevant SIM cards from the network; and
 - 8.2.2. charge you service charges to the end of the month that the 90 day period ends unless that period ends later than the 10th day of a month, in which case service charges will be payable up to the end of the following month.
- 8.3. If you end all or part of this agreement under 5.1.2 and the minimum period has not ended you shall pay to us an amount being the sum of:
- 8.3.1. the profit we would have made from your use of the ended services from the date of ending to the end of the minimum period (calculated by reference to your past use of the services).

9. Changes to the services

- 9.1. If the law changes or VAT or any other tax is increased, we can change the terms of this agreement accordingly by giving you notice.
- 9.2. We can change the service charges at any time. If we increase the service charges in excess of the current retail price index, you can end this agreement by giving us written notice. You will then only have to pay invoices for the services that you already owe. This agreement will end 30 days after we receive your written notice. During the notice period the previous services charges will apply.

10. Termination

- 10.1. We can end this agreement immediately if you become bankrupt, insolvent or go into liquidation or if you enter into a voluntary arrangement or have a receiver or an administrator appointed over any or all of your assets. We do not have to give you notice in these circumstances.
- 10.2. We can also end this agreement:
- 10.2.1. if you break this agreement and do not correct the situation within 14 days of us telling you about the break;
 - 10.2.2. if the network closes down for any reason;
 - 10.2.3. if you give us false information.

11. Service Suspension

11.1. We may suspend the service if:

- 11.1.1. the network fails or if modification or maintenance work is being carried out, or if the network is unavailable for any reason;
- 11.1.2. if we do not receive full payment on time;
- 11.1.3. if we think or know your equipment or SIM card(s) is being used fraudulently or illegally or if they have been lost or stolen.

11.2. If the service is suspended under 9.1.1 for more than 3 days running, you will not have to pay line rental for that period.

11.3. If the service is suspended under 9.1.2 and if you wish to be reconnected, we may require you to pay an administration charge of £30 + VAT in addition to all arrears.

11.4. If the service is suspended under 9.1.3 you will still have to pay the service charges.

12. Service Completion

12.1. Upon completion of the 24 months contract:

- 12.1.1. The ownership of the router will pass from Virtual Landline to the named party
- 12.1.2. The SIM will be terminated at the end of the agreement. However further arrangements can be made to continue using the SIM on the current third-party network tariff. If the option to continue use of the SIM is chosen you must inform Virtual Landline one week prior to the termination of the contract.

Annex D – Virtual Landline On-Prem Bypass VPN Service Schedule

This Annex must be read in conjunction with the Master Services Agreement

1. Definitions

- 1.1. Virtual Landline On-Prem Bypass VPN is a VPN service for SIP / VOIP related services and is provided to allow customers to bypass on-prem services that may affect SIP / VOIP Services.
- 1.2. This Agreement sets out the terms which have been agreed between Virtual Landline and the Client for the provision of such VPN services and shall be supplemented from time to time by Schedules setting out specific details of such services requested by the Client.
- 1.3. Virtual Landline makes no representation regarding the speed of the VPN Service. Actual speeds may vary and are not guaranteed. Many factors affect speed including, without limitation, the users and other customers using our connection.

2. Acceptable use

- 2.1. Virtual Landline On-Prem Bypass VPN Acceptable Use is intended to help protect the On-Prem Bypass VPN service, Virtual Landline clients and the Internet community in general from irresponsible or, in some cases, illegal activities, and the Client agrees to be bound by:
- 2.2. The Client and their end users shall not, nor shall they permit, enable, or assist others, to use the Services for any breach of any applicable law or generally accepted transmission or application protocols applicable to the Internet or any part of it or to anything connected to it or to any user of it. Such prohibited use includes but is not limited to the following:
 - 2.2.1. civil infringement of and/or criminal offences relating to copyright, trademarks or any other intellectual property right in any jurisdiction; or
 - 2.2.2. commission of any criminal offence (including deliberate transmission of computer viruses) under the Computer Misuse Act 1990 (UK) or any similar legislation in any country; or
 - 2.2.3. knowingly or recklessly transmitting, displaying or posting to a publicly accessible service any material which is unlawful or actionably defamatory or an invasion of privacy, breach of an intellectual property right or breach of a right of publicity in any jurisdiction with which any publicly accessible service reasonably appears to have any connection or from which it may reasonably be apprehended that a publicly accessible service is likely to be significantly accessed.

Unlawful material includes Child Sexual Abuse Material (CSAM). CSAM is any material that visually depicts a child in real or simulated explicit sexual activities, or any representation of the sexual parts of a child for primarily sexual purposes, by any means, including photography, video, drawings, cartoons and live streaming.

If a client is made aware of CSAM material on their site(s), they are expected to support its prompt and effective removal, following the Interim code of practice on online child sexual exploitation and abuse, published jointly by the UK Government's Department for Digital, Culture, Media and Sport and Home Office in December 2020. Further information about appropriate policies, procedures, actions, training and communication, are outlined in the UNICEF GSMA 2016 Guidelines "Notice and Takedown: Company policies and practices to remove online child sexual abuse material" or
 - 2.2.4. transmitting, transferring, displaying or posting to a publicly accessible service any material in breach of Applicable Data Protection Law or any similar legislation in any other country or of any material which is confidential or is a trade secret or which affects the national security of the United Kingdom or the said territory or which may expose Virtual Landline to any retribution or penalty under the laws and/or regulations and/or decrees of the United Kingdom or any other country relating to the export of or dealing with military or potentially military resources; or
 - 2.2.5. use of the Software, Services or the Internet in any manner which is a violation or infringement of any rights of any kind or nature (whether like to any of the foregoing or otherwise) of any person, firm or company; or
 - 2.2.6. unauthorised access to the network management equipment of Virtual Landline or other Internet service providers; or
 - 2.2.7. forgery of Internet addresses or other fields in IP packets by the Client; or
 - 2.2.8. any sending of unsolicited email messages or any mass mailing of unsolicited advertising material by the Client; or
 - 2.2.9. any activity that potentially could harm the Virtual Landline Network, its clients' networks or other networks, including but not limited to traffic flooding, malicious overflows, etc; or
 - 2.2.10. any activity that Virtual Landline decides at its absolute discretion is an unsuitable use of the Services.

3. Obligations

3.1. The Client is responsible for:

- 3.1.1. Maintaining email addresses of the forms postmaster@client.domain and abuse@client.domain for receiving complaints of network abuse activities, as suggested by Internet Official Protocol Standard RFC 2142. Typically, these email addresses will forward emails to the real user accounts of the responsible persons for treating the network misuse complaints.
- 3.1.2. The activities of its customer base or end-users and, by accepting service from Virtual Landline, is agreeing to ensure that its clients abide by this Policy. If irresponsible or illegal activity continues, even after Virtual Landline tries to communicate with the Client, then the Client may be subject to an appropriate action in order to stop those activities.
- 3.1.3. If a client fails to respond to notification of illegal CSAM material accessible on its site(s), it will be deemed necessary for Virtual Landline to share client details with United Kingdom Law Enforcement, who will address the matter through recourse to legal proceedings. Virtual Landline will also review its offer of service to any client who does not respond to notifications or cooperate with police enquiries.
- 3.1.4. All complaints related to network misuse - including email abuse - are to be sent to abuse@buzznetworks.co.uk
- 3.1.5. External traffic via SIP ports is the only allowed traffic on the service by default. Additional ports can be opened by request and must be approved by the Virtual landline IT Team.
- 3.1.6. The Client warrants that it will respond to any Abuse Complaints within 48 hours.
 - 3.1.6.1. Failure to respond and to provide an acceptable plan to correct the complaint will result in disconnection of service.

4. Service level agreement

- 4.1. This SLA applies to Services where the agreement for the Service specifically references this SLA. The objective of this SLA is to document the availability of the Service that Virtual Landline is to achieve. This does not constitute any additional liability to Virtual Landline, but instead a self-assumed obligation towards the Client.
- 4.2. Virtual Landline shall aim to have the service Availability will be 99.79% in any calendar month, subject to exclusions as defined below.
- 4.3. The service Availability calculation shall exclude periods when outages arise from, or are otherwise indirectly caused by:
 - 4.3.1. Outage periods due to any cause other than faults by Virtual Landline, including faults or negligence of the Client or problems associated with equipment connected on the Client's side of Virtual Landline delivery point,
 - 4.3.2. In case that the Client's equipment should cause negative effects on the performance, quality and/or operation of the Virtual Landline Network, Virtual Landline will proceed to disconnect the link, for benefit of the rest of users of the Virtual Landline Network. This disconnection won't be cause of penalty under the SLA. Virtual Landline will notify the Client as soon as possible about this issue in order for the Client to repair the problems.
 - 4.3.3. Outage periods reported by the Client in which no fault is observed or confirmed by Virtual Landline,
 - 4.3.4. Any fault period during which service is suspended under provision in this Agreement,
 - 4.3.5. Downtime when Virtual Landline technical staff cannot have access, when the Client is requested to do so for the purpose of investigating the problem and restoring the service, to Client premises and equipment pertaining to the service in case the service should include the management of equipment on the customer site by Virtual Landline,
 - 4.3.6. The Client requesting Virtual Landline to test Client connection although no fault has been detected and/or reported by Virtual Landline,
 - 4.3.7. The Client requesting Virtual Landline to upgrade the capacity of the service, if this operation results in an outage.
 - 4.3.8. During Scheduled Maintenance affecting the Services as defined above.
 - 4.3.9. Performance degradations and service loss due to Denial of Service attacks or other unlawful attacks generated inside the Client's network or executed against users inside the Client's network or the Client network infrastructure, will be excluded from SLA calculation as it is within the Client's responsibility to put in place the relevant protection mechanisms inside its network to protect itself and its clients. Nevertheless, Virtual Landline is available to support the customer by implementing appropriate measures on the Virtual Landline Network, such as limiting on ICMP bandwidth, rate limiting over clients' ports, implementing filters or black-holing routes.

4.3.10. Neither Party will be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented by the occurrence of a Force Majeure Event. No commitment from Virtual Landline applies in case of Force Majeure.

Annex E – Virtual Landline Static IP Address for Remote Access Service

This Annex must be read in conjunction with the Master Services Agreement

1. Definitions

- 1.1. Virtual Landline Static IP Address for Remote Access is a VPN service for SIP / VOIP and remote access to select devices and related services and is provided to allow customers to connect to devices remotely via a pre-set static IP address via a customer's internet connection.
- 1.2. The service is intended to be used for remote access to system such as, security devices, security IP cameras, CCTV networks and network devices of a similar nature.
- 1.3. The Virtual Landline Static IP Address for Remote Access Service subscription covers the first 500GB of bandwidth used, bandwidth above this usage will be charged at £20 per 500GB of bandwidth used.
- 1.4. The Virtual Landline Static IP Address for Remote Access Service is limited to a speed of 30Mbps up and download, however this speed is not guaranteed. Many factors affect speed including, without limitation, the users and other customers using our connection.

2. Acceptable use

- 2.1. Virtual Landline Static IP Address for Remote Access VPN Acceptable Use is intended to help protect the Static IP Address for Remote Access service, Virtual Landline clients and the Internet community in general from irresponsible or, in some cases, illegal activities, and the Client agrees to be bound by:
- 2.2. The Client and their end users shall not, nor shall they permit, enable, or assist others, to use the Services for any breach of any applicable law or generally accepted transmission or application protocols applicable to the Internet or any part of it or to anything connected to it or to any user of it. Such prohibited use includes but is not limited to the following:
 - 2.2.1. civil infringement of and/or criminal offences relating to copyright, trademarks or any other intellectual property right in any jurisdiction; or
 - 2.2.2. commission of any criminal offence (including deliberate transmission of computer viruses) under the Computer Misuse Act 1990 (UK) or any similar legislation in any country; or
 - 2.2.3. knowingly or recklessly transmitting, displaying or posting to a publicly accessible service any material which is unlawful or actionably defamatory or an invasion of privacy, breach of an intellectual property right or breach of a right of publicity in any jurisdiction with which any publicly accessible service reasonably appears to have any connection or from which it may reasonably be apprehended that a publicly accessible service is likely to be significantly accessed.

Unlawful material includes Child Sexual Abuse Material (CSAM). CSAM is any material that visually depicts a child in real or simulated explicit sexual activities, or any representation of the sexual parts of a child for primarily sexual purposes, by any means, including photography, video, drawings, cartoons and live streaming.

If a client is made aware of CSAM material on their site(s), they are expected to support its prompt and effective removal, following the Interim code of practice on online child sexual exploitation and abuse, published jointly by the UK Government's Department for Digital, Culture, Media and Sport and Home Office in December 2020. Further information about appropriate policies, procedures, actions, training and communication, are outlined in the UNICEF GSMA 2016 Guidelines "Notice and Takedown: Company policies and practices to remove online child sexual abuse material" or
 - 2.2.4. transmitting, transferring, displaying or posting to a publicly accessible service any material in breach of Applicable Data Protection Law or any similar legislation in any other country or of any material which is confidential or is a trade secret or which affects the national security of the United Kingdom or the said territory or which may expose Virtual Landline to any retribution or penalty under the laws and/or regulations and/or decrees of the United Kingdom or any other country relating to the export of or dealing with military or potentially military resources; or
 - 2.2.5. use of the Software, Services or the Internet in any manner which is a violation or infringement of any rights of any kind or nature (whether like to any of the foregoing or otherwise) of any person, firm or company; or
 - 2.2.6. unauthorised access to the network management equipment of Virtual Landline or other Internet service providers; or
 - 2.2.7. forgery of Internet addresses or other fields in IP packets by the Client; or
 - 2.2.8. any sending of unsolicited email messages or any mass mailing of unsolicited advertising

- material by the Client; or
- 2.2.9. any activity that potentially could harm the Virtual Landline Network, its clients' networks or other networks, including but not limited to traffic flooding, malicious overflows, etc; or
- 2.2.10. any activity that Virtual Landline decides at its absolute discretion is an unsuitable use of the Services.

3. Obligations

3.1. The Client is responsible for:

- 3.1.1. Maintaining email addresses of the forms postmaster@client.domain and abuse@client.domain for receiving complaints of network abuse activities, as suggested by Internet Official Protocol Standard RFC 2142. Typically, these email addresses will forward emails to the real user accounts of the responsible persons for treating the network misuse complaints.
- 3.1.2. The activities of its customer base or end-users and, by accepting service from Virtual Landline, is agreeing to ensure that its clients abide by this Policy. If irresponsible or illegal activity continues, even after Virtual Landline tries to communicate with the Client, then the Client may be subject to an appropriate action in order to stop those activities.
- 3.1.3. If a client fails to respond to notification of illegal CSAM material accessible on its site(s), it will be deemed necessary for Virtual Landline to share client details with United Kingdom Law Enforcement, who will address the matter through recourse to legal proceedings. Virtual Landline will also review its offer of service to any client who does not respond to notifications or cooperate with police enquiries.
- 3.1.4. All complaints related to network misuse - including email abuse - are to be sent to abuse@buzznetworks.co.uk
- 3.1.5. External traffic via SIP ports is the only allowed traffic on the service by default. Additional ports can be opened by request and must be approved by the Virtual landline IT Team.
- 3.1.6. In order to use this service, you must use the router supplied by virtual landline.
- 3.1.7. The Virtual Landline Static IP Address for Remote Access Service does not allow general access to the internet via common IP ports to locally networked devices. The service is only indented to allow remote connections to the locally networked devices via preapproved IP ports.
- 3.1.8. Altering any settings on the router without approval from Virtual Landline IT team is prohibited, unauthorised changes to the supplied router may result in loss of service. Virtual landline reserves the right to disconnect the service if unauthored changes are discovered without notice until such times as these charges are reverted.
- 3.1.9. The Client warrants that it will respond to any Abuse Complaints within 48 hours.
 - 3.1.9.1. Failure to respond and to provide an acceptable plan to correct the complaint will result in disconnection of service.

4. Service level agreement

- 4.1. This SLA applies to Services where the agreement for the Service specifically references this SLA. The objective of this SLA is to document the availability of the Service that Virtual Landline is to achieve. This does not constitute any additional liability to Virtual Landline, but instead a self-assumed obligation towards the Client.
- 4.2. Virtual Landline shall aim to have the service Availability will be 99.79% in any calendar month, subject to exclusions as defined below.
- 4.3. The service Availability calculation shall exclude periods when outages arise from, or are otherwise indirectly caused by:
 - 4.3.1. Outage periods due to any cause other than faults by Virtual Landline, including faults or negligence of the Client or problems associated with equipment connected on the Client's side of Virtual Landline delivery point,
 - 4.3.2. In case that the Client's equipment should cause negative effects on the performance, quality and/or operation of the Virtual Landline Network, Virtual Landline will proceed to disconnect the link, for benefit of the rest of users of the Virtual Landline Network. This disconnection won't be cause of penalty under the SLA. Virtual Landline will notify the Client as soon as possible about this issue in order for the Client to repair the problems.
 - 4.3.3. Outage periods reported by the Client in which no fault is observed or confirmed by Virtual Landline,
 - 4.3.4. Any fault period during which service is suspended under provision in this Agreement,
 - 4.3.5. Downtime when Virtual Landline technical staff cannot have access, when the Client is requested to do so for the purpose of investigating the problem and restoring the service, to

Client premises and equipment pertaining to the service in case the service should include the management of equipment on the customer site by Virtual Landline,

- 4.3.6. The Client requesting Virtual Landline to test Client connection although no fault has been detected and/or reported by Virtual Landline,
- 4.3.7. The Client requesting Virtual Landline to upgrade the capacity of the service, if this operation results in an outage.
- 4.3.8. During Scheduled Maintenance affecting the Services as defined above.
- 4.3.9. Performance degradations and service loss due to Denial of Service attacks or other unlawful attacks generated inside the Client's network or executed against users inside the Client's network or the Client network infrastructure, will be excluded from SLA calculation as it is within the Client's responsibility to put in place the relevant protection mechanisms inside its network to protect itself and its clients. Nevertheless, Virtual Landline is available to support the customer by implementing appropriate measures on the Virtual Landline Network, such as limiting on ICMP bandwidth, rate limiting over clients' ports, implementing filters or black-holing routes.
- 4.3.10. Neither Party will be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented by the occurrence of a Force Majeure Event. No commitment from Virtual Landline applies in case of Force Majeure.

Annex F – Virtual Landline Static IP Address with data service

This Annex must be read in conjunction with the Master Services Agreement

1. Definitions

- 1.1. Virtual Landline Static IP Address with data service is a VPN service for SIP / VOIP, remote access to select devices and related services and is and allows general internet access via common IP ports to networked devices. This is provided to allow customers to connect to devices remotely via a pre-set static IP address via a customer's internet connection.
- 1.2. Virtual Landline Static IP Address with data service is limited to a speed of 75Mbps up and download, however this speed is not guaranteed. Many factors affect speed including, without limitation, the users and other customers using our connection.
- 1.3. The Virtual Landline Static IP Address with data service subscriptions covers the first 500GB of bandwidth used, bandwidths above this usage will be charged at £20 per 500GB of bandwidth used.

2. Acceptable use

- 2.1. Virtual Landline Static IP Address for Remote Access VPN Acceptable Use is intended to help protect the Static IP Address for Remote Access service, Virtual Landline clients and the Internet community in general from irresponsible or, in some cases, illegal activities, and the Client agrees to be bound by:
- 2.2. The Client and their end users shall not, nor shall they permit, enable, or assist others, to use the Services for any breach of any applicable law or generally accepted transmission or application protocols applicable to the Internet or any part of it or to anything connected to it or to any user of it. Such prohibited use includes but is not limited to the following:
 - 2.2.1. civil infringement of and/or criminal offences relating to copyright, trademarks or any other intellectual property right in any jurisdiction; or
 - 2.2.2. commission of any criminal offence (including deliberate transmission of computer viruses) under the Computer Misuse Act 1990 (UK) or any similar legislation in any country; or
 - 2.2.3. knowingly or recklessly transmitting, displaying or posting to a publicly accessible service any material which is unlawful or actionably defamatory or an invasion of privacy, breach of an intellectual property right or breach of a right of publicity in any jurisdiction with which any publicly accessible service reasonably appears to have any connection or from which it may reasonably be apprehended that a publicly accessible service is likely to be significantly accessed.

Unlawful material includes Child Sexual Abuse Material (CSAM). CSAM is any material that visually depicts a child in real or simulated explicit sexual activities, or any representation of the sexual parts of a child for primarily sexual purposes, by any means, including photography, video, drawings, cartoons and live streaming.

If a client is made aware of CSAM material on their site(s), they are expected to support its prompt and effective removal, following the Interim code of practice on online child sexual exploitation and abuse, published jointly by the UK Government's Department for Digital, Culture, Media and Sport and Home Office in December 2020. Further information about appropriate policies, procedures, actions, training and communication, are outlined in the UNICEF GSMA 2016 Guidelines "Notice and Takedown: Company policies and practices to remove online child sexual abuse material" or
 - 2.2.4. transmitting, transferring, displaying or posting to a publicly accessible service any material in breach of Applicable Data Protection Law or any similar legislation in any other country or of any material which is confidential or is a trade secret or which affects the national security of the United Kingdom or the said territory or which may expose Virtual Landline to any retribution or penalty under the laws and/or regulations and/or decrees of the United Kingdom or any other country relating to the export of or dealing with military or potentially military resources; or
 - 2.2.5. use of the Software, Services or the Internet in any manner which is a violation or infringement of any rights of any kind or nature (whether like to any of the foregoing or otherwise) of any person, firm or company; or
 - 2.2.6. unauthorised access to the network management equipment of Virtual Landline or other Internet service providers; or
 - 2.2.7. forgery of Internet addresses or other fields in IP packets by the Client; or
 - 2.2.8. any sending of unsolicited email messages or any mass mailing of unsolicited advertising material by the Client; or

- 2.2.9. any activity that potentially could harm the Virtual Landline Network, its clients' networks or other networks, including but not limited to traffic flooding, malicious overflows, etc; or
- 2.2.10. any activity that Virtual Landline decides at its absolute discretion is an unsuitable use of the Services.

3. Obligations

3.1. The Client is responsible for:

- 3.1.1. Maintaining email addresses of the forms postmaster@client.domain and abuse@client.domain for receiving complaints of network abuse activities, as suggested by Internet Official Protocol Standard RFC 2142. Typically, these email addresses will forward emails to the real user accounts of the responsible persons for treating the network misuse complaints.
- 3.1.2. The activities of its customer base or end-users and, by accepting service from Virtual Landline, is agreeing to ensure that its clients abide by this Policy. If irresponsible or illegal activity continues, even after Virtual Landline tries to communicate with the Client, then the Client may be subject to an appropriate action in order to stop those activities.
- 3.1.3. If a client fails to respond to notification of illegal CSAM material accessible on its site(s), it will be deemed necessary for Virtual Landline to share client details with United Kingdom Law Enforcement, who will address the matter through recourse to legal proceedings. Virtual Landline will also review its offer of service to any client who does not respond to notifications or cooperate with police enquiries.
- 3.1.4. All complaints related to network misuse - including email abuse - are to be sent to abuse@buzznetworks.co.uk
- 3.1.5. External traffic via SIP ports is the only allowed traffic on the service by default. Additional ports can be opened by request and must be approved by the Virtual landline IT Team.
- 3.1.6. In order to use this service, you must use the router supplied by virtual landline.
- 3.1.7. Altering any settings on the router without approval from Virtual Landline IT team is prohibited, unauthorised changes to the supplied router may result in loss of service. Virtual landline reserves the right to disconnect the service if unauthored changes are discovered without notice until such times as these charges are reverted.
- 3.1.8. We do not allow the use of BitTorrent or similar platforms on the network, due to the mostly illegal nature of content downloaded, but also due to the potential for BitTorrent or similar clients to not only disrupt the customers own connection but also connections of others due to excessive use.
- 3.1.9. The Client warrants that it will respond to any Abuse Complaints within 48 hours.
 - 3.1.9.1. Failure to respond and to provide an acceptable plan to correct the complaint will result in disconnection of service.

4. Service level agreement

- 4.1. This SLA applies to Services where the agreement for the Service specifically references this SLA. The objective of this SLA is to document the availability of the Service that Virtual Landline is to achieve. This does not constitute any additional liability to Virtual Landline, but instead a self-assumed obligation towards the Client.
- 4.2. Virtual Landline shall aim to have the service Availability will be 99.79% in any calendar month, subject to exclusions as defined below.
- 4.3. The service Availability calculation shall exclude periods when outages arise from, or are otherwise indirectly caused by:
 - 4.3.1. Outage periods due to any cause other than faults by Virtual Landline, including faults or negligence of the Client or problems associated with equipment connected on the Client's side of Virtual Landline delivery point,
 - 4.3.2. In case that the Client's equipment should cause negative effects on the performance, quality and/or operation of the Virtual Landline Network, Virtual Landline will proceed to disconnect the link, for benefit of the rest of users of the Virtual Landline Network. This disconnection won't be cause of penalty under the SLA. Virtual Landline will notify the Client as soon as possible about this issue in order for the Client to repair the problems.
 - 4.3.3. Outage periods reported by the Client in which no fault is observed or confirmed by Virtual Landline,
 - 4.3.4. Any fault period during which service is suspended under provision in this Agreement,
 - 4.3.5. Downtime when Virtual Landline technical staff cannot have access, when the Client is requested to do so for the purpose of investigating the problem and restoring the service, to

Client premises and equipment pertaining to the service in case the service should include the management of equipment on the customer site by Virtual Landline,

- 4.3.6. The Client requesting Virtual Landline to test Client connection although no fault has been detected and/or reported by Virtual Landline,
- 4.3.7. The Client requesting Virtual Landline to upgrade the capacity of the service, if this operation results in an outage.
- 4.3.8. During Scheduled Maintenance affecting the Services as defined above.
- 4.3.9. Performance degradations and service loss due to Denial of Service attacks or other unlawful attacks generated inside the Client's network or executed against users inside the Client's network or the Client network infrastructure, will be excluded from SLA calculation as it is within the Client's responsibility to put in place the relevant protection mechanisms inside its network to protect itself and its clients. Nevertheless, Virtual Landline is available to support the customer by implementing appropriate measures on the Virtual Landline Network, such as limiting on ICMP bandwidth, rate limiting over clients' ports, implementing filters or black-holing routes.
- 4.3.10. Neither Party will be obliged to carry out any obligation under this Agreement where performance of such obligation is prevented by the occurrence of a Force Majeure Event. No commitment from Virtual Landline applies in case of Force Majeure.