

CALL PLAN SERVICE AGREEMENT

The Company is a supplier of call plan services and the Client wishes that the Company provide those services to it.

This Call Plan Service Agreement ("**Agreement**") sets out certain terms applicable to the Company's supply, and the Client's acceptance, of those broadband services and forms part of the Contract between the Company and the Client for those services.

1. DEFINITIONS

1.1 Words beginning with a capital letter in this Agreement shall bear the meaning given in the MCC (as defined below) unless the context requires otherwise. The following definitions in this clause also apply in this Agreement.

In this Agreement, unless the context otherwise requires, the following terms and expression shall carry the meaning as given below:

- a. "**MCC**" means the Master Terms and Conditions of Contract.
- b. "**Guidelines**" means any guidelines, rules or regulations made by Authority that is applicable to the Services.
- c. "**Authority**" means OFCOM or relevant regulating authority that has the right to frame Guidelines for the Services.
- d. "**Services**" means telephony services provided by the Company and described on the Website as "Business Call Plans".
- e. "**Website**" means the site located at URL <http://www.orbtalk.com/>.

The headings herein are for convenience only and shall not affect the interpretation of this agreement.

2. SCOPE OF SERVICES

Client hereby engages Company to perform, and Company hereby agrees to perform the Services for Client, as described in detail on the Website at URL <http://www.orbtalk.co.uk/bundled-minutes>.

Access to Service is being provided to Client on a personal and non-exclusive basis. User may not sublicense its access rights to the Service to any third party.

The Service is not intended to substitute a PSTN telephony service. Client shall ensure a PSTN telephony line is available at the location from where the Service is intended to be used from.

Call minutes are charged on a 20 second increment basis.

Client may retrieve call records of outgoing PSTN calls for past 90 days only. Call records pertaining to earlier periods may be made available by Company subject to additional charges.

If Client fails to use the facility of any incoming number in the last six month period, provided as part of the Service, such number shall be disabled. A £10 reactivation fee will be charged if a number has not been used (i.e. a call not successfully being answered by the endpoint, whether it is a VoIP device or diverted PSTN destination) within a 6 (six) month period.

3. COMPANY'S OBLIGATIONS

- a. Company will endeavour to provide the Services in a professional manner;
- b. Company will provide all software necessary for the provision of Services;
- c. Where agreed by Company in its proposal document, Company will provide Company's equipment and also install it at Client's premises.
- d. Where agreed by Company in its proposal document, Company will provide the maintenance services, at the cost of Client, for the Company's equipments installed at Client's premises.

4. COMPANY'S WARRANTIES

- a. Company has full capacity, power and authority to enter into this Agreement; and during the continuance of this Agreement, will continue to have full capacity, power and authority to act as company under this Agreement and to carry out and perform all its duties and obligations as contemplated herein and has already taken and will continue to take all necessary and further actions to authorise, the execution, delivery and performance of this Agreement.
- b. Company has the necessary skills, knowledge, experience, expertise, capital, net worth, adequate and competent personnel, systems and procedures, infrastructure including adequate office space to duly perform its obligations in accordance with the terms of this Agreement and to the satisfaction of Client.
- c. Company has not and will not violate, breach any covenants, stipulations or conditions of any agreement, deed entered into by the Company with any third party.
- d. Company has complied with and shall continue to comply with the Guidelines issued by the national and local authorities, which are applicable for the provision of Services.

5. CLIENT'S OBLIGATIONS

- a. Client shall procure all necessary hardware, including VOIP telephone equipment to use the Services in conformity with the provisions of Guidelines.
- b. Client shall be solely responsible to procure and maintain sufficient and dedicated broadband connectivity at its premises to avail the Services.
- c. Client shall be solely responsible to procure and maintain appropriate security infrastructure to connect with the Services.
- d. Client shall keep confidential all data, including user id and passwords to access the Services.

6. INDEMNIFICATION

Company hereby agrees to indemnify and hold Client harmless at all times from any loss, claim, prejudice, damage, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal cost to Client may be subjected by virtue of a breach of the representations and warranties or any covenant in this Agreement by Company.

Client hereby agrees to indemnify and hold the Company harmless at all times from any loss, claim, prejudice, damage, costs, taxes, duties, penalties, interest thereon or expenses of any kind, including reasonable attorney's fees and legal cost to the Company may be subjected by virtue of a breach of the representations and warranties or any covenant in this Agreement by the Client.

7. FORCE MAJEURE

Neither Party to this Agreement will be liable for breach of this Agreement to the extent caused by or arising from any Force Majeure Event.

If a delay or failure to perform a party's obligation due to a Force Majeure Event exceeds 30 days the other party may immediately terminate this Agreement on notice to other party

A party does not breach this Agreement & is not liable to the other party for a delay or for failure to perform an obligation (except an obligation to pay money due under this Agreement) resulting from a Force Majeure Event.

8. DISCLAIMER

Service is a voice over data network service, and as such, it is dependent on Client's connectivity to the data network and the data network itself. Service will not be available in case of any power failure or a failure in the underlying data network. Access to Services is being provided on an 'as is' and 'as available' basis and Company makes no representations or warranties of any kind, whether express or implied, with respect to the Service, including but not limited to warranties of merchantability, non-infringement, title or fitness for a particular purpose.

Further, Company makes no representations or warranties that the Service, or client's access thereto, will be available at any given time, or will be free from errors, defects, omissions, inaccuracies, or failures or delays in delivery of data.

To the maximum extent permitted by applicable law, in no event shall the Company or any of its licensors, be liable for any indirect, special, punitive, exemplary, or consequential damages, arising out of the access to or use of or inability to access or use the Service, or that result from mistakes, omissions, interruptions, deletions of files, errors, defects, delays in transmission or operation or any failure of performance, even if advised of the possibility of such damages.

9. TERM & TERMINATION

Refer to Sections 4 and 15 of the MCC.

10. SUSPENSION OF SERVICES

Company may suspend the provision of the Services without any notice to the Client, in the event:

- a. Client fails to pay any charges by the due date or is in breach of any of the terms of this Agreement, which are capable of remedy; or
- b. Client prevents or delays scheduled maintenance work; or
- c. Client commits, in the reasonable opinion of the Company, an act of fraud or misuse of the Services; or
- d. Any service provider or Authority communicates to Company that use of Services by the Client is in breach of the terms of this Agreement or Guidelines; or
- e. Company needs to carry out any unscheduled maintenance; or
- f. Suspension is required by any other reason that is beyond Company's reasonable control.

11. CHARGES

In consideration of the provision of Services by the Company, the Client shall pay Company the Fees specified in the Contract, in the Price Guide or otherwise specified by the Company.

12. PAYMENT TERMS

- a. Client shall pay the first month's payment in advance of the Service being delivered to the Client. Subsequent month's payments are payable on the first day of the next month.
- b. Subject to a satisfactory credit check and a direct debit mandate being in place all call charges not included in a call price plan will be payable in arrears.
- c. Where Client's credit check is unfavourable or if Client is unable to provide a direct debit mandate, call charges will be payable in advance, via Company's online payment portal, or via telephone (using credit card) if the minimum pre-payment is 100 (one hundred) pounds.
- d. Call records will be made available online and instructions on how to access this will be provided by the Company.
- e. Any charges for any additional equipment or services required during the terms of this Agreement will be pro-rated to the service charge date and then charged monthly with the other fees.
- f. All fees and charges may be payable by BACS, credit card or direct debit.

- g. Any credit balance unused for a period of six (6) months or more will be deducted from Client's account and retained by the Company. Call credits once purchased are non-refundable.
- h. Additional calls made outside of the call plan will be charged on a per 20 second increment basis and at the standard Orbtalk call rate tariff available here <https://www.orbtalk.co.uk/call-rates>

THE CLIENT AND THE COMPANY SHALL BE BOUND BY THE TERMS OF THE CONTRACT WHEN THE COMPANY ISSUES WRITTEN ACCEPTANCE OF THE CLIENT'S ORDER FORM.