

Info Fed Limited Standard Terms and Conditions for the Supply of Goods and A2 VoIP Services

These Terms and Conditions and A2 VoIP's Acceptable Use Policy constitute the agreement ("Agreement") between Info Fed and the Purchaser. This Agreement governs any Service and any device or equipment ("Goods") used in conjunction with the Service. By activating the Service, you expressly agree that you have read, understood and agree to the terms and conditions of this Agreement, and you warrant that you are of legal age to enter into this Agreement and become bound by its terms including those on acceptable use; You agree that you have obtained all necessary legal and contractual consents of any person or body whose consent may be required to enable you to enter into this Agreement and agree only to use the Services and Goods for lawful purposes;

Info Fed may change the terms and conditions of this Agreement including the terms of its Acceptable Use Policy from time to time. Notices will be considered given and effective on the date posted on to the A2 VoIP website www.a2voip.com. Such changes will become binding on Purchaser, on the date posted to the A2 VoIP website and no further notice by Info Fed is required.

This Agreement as posted supersedes all previously agreed to electronic and written terms of service without limitation.

1. Definitions and Interpretations

In this Agreement the following terms and expressions shall have the following meaning:

- 1.1 "Acceptable Use Policy" means the Policy set out on the Company's website (www.a2voip.com) relating to the use of the Services, as modified or amended from time to time;
- 1.2 "Account" means the Purchaser's account with the Company for the provision of Goods and/or Services;
- 1.3 "Agreement" means these Terms and Conditions of Supply, the Purchase Order, the Quotation, the Acceptable Use Policy, the Price List, the Privacy Policy and if applicable the Confidentiality Agreement and Trade Application, all of which taken together constitute an agreement between the Company and the Purchaser for the supply of Goods and/or Services;
- 1.4 "Business User" means a Purchaser who uses the Goods and/or Services in the course of any trade or business;
- 1.5 "Company" means Info Fed Limited, incorporated in England under company number 06135396 whose Registered Office address is Unit 5, Albert Edwards House, The Pavillions, Ashton-on-Ribble, Preston, PR2 2YB;
- 1.6 "Confidentiality Agreement" means the Confidentiality Agreement entered into between Resellers and Affiliates and the Company;
- 1.7 "Delivery" includes performance, in the case of Services;
- 1.8 "Goods" includes both hardware and (where the context permits) software as specified on the Online Purchaser Application;
- 1.9 "Insolvency" means in relation to the Purchaser any of the following as relevant: the appointment of any nominee, trustee, supervisor, administrator, administrative receiver, receiver or liquidator pursuant to the Insolvency Act 1986 (as modified, amended or replaced from time to time); or the entry into any compromise or arrangement with its creditors or if it commits any act of bankruptcy; or if an order is made or effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction of a solvent

- company); or the occurrence or sufferance of anything equivalent under any jurisdiction other than England or Wales and “Insolvent“ shall be construed accordingly;
- 1.10 “Manufacturer“ shall mean the manufacturer of the Goods and/or Services, where this is not the Company;
 - 1.11 “Minimum Cancellation Notice Period“ means the minimum period of notice that a Purchaser must give the Company to terminate a specific Service or this Agreement;
 - 1.12 “Minimum Service Period“ means a minimum of 30 days service from the date of activation, except where service is terminated or suspended in accordance with this Agreement;
 - 1.13 “Quotation“ includes, in the case of an online order, the Order Confirmation Screen;
 - 1.14 “Re-seller“ means a Purchaser who has entered into and agreed to be bound by the Company’s affiliate programme after successful completion of a trade application and acts as either a sales agent or wholesale Purchaser. The term “Re-seller“ shall not be seen as the creation of a legal entity and liability and assets remain distinct between the two parties;
 - 1.15 “Password“ means a password issued to the Purchaser for the Purchaser’s access to the Services.
 - 1.16 “Price List“ means the Company’s Price List and tariffs relating to the Goods and Services set out on its website as amended from time to time;
 - 1.17 “Privacy Policy“ means the Company’s policy regarding privacy as set out on the Company website as amended from time to time.
 - 1.18 “Purchaser“ means the party contracting with the Company as listed and set out in the Purchaser Application;
 - 1.19 “Purchase Order“ means the online order form for the supply by the Company of the Goods and/or Services, completed by, or in accordance with an order from the Purchaser;
 - 1.20 “Service“ means a service provided by the Company to enable the Purchaser to use A2 VoIP and other services and facilities provided by the Company in connection with that service, as are specified on the Purchase Order and described in the Company’s literature at the date of completion of the Purchase Order together with all services and/or facilities referred to in these Terms and Conditions;
 - 1.21 “Supplies“ includes Goods and Services;
 - 1.22 “Third Party Supplier“ means a party external to the Company that provides products and/or services that contribute to the overall service provided to the Purchaser;
 - 1.23 “Trade Application“ means the Company issued Trade Application Form for Purchasers who wish to become sales agents or wholesale Purchasers (“Re-seller“) to the Company; Acceptance as such remains at the Company’s sole discretion.

In this Agreement where the context so admits, words referring to one gender shall include all other genders and the singular the plural and vice versa and Agreements entered into by more than one person shall be deemed to be joint and several.

Unless otherwise specified a reference to a particular law is a reference to it as in force for the time being taking into account of any amendment extension application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders notices codes of practice and guidance made under it.

A reference to laws in general is to all local, national and directly applicable supranational laws in force for the time being taking into account of any amendment extension application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders notices codes of practice and guidance made under them.

Any references in the Agreement to any forms, documents or instruments shall be deemed to refer to the same in both paper and electronic form.

2. The Agreement

- 2.1. Entire agreement: These Terms, the Quotation and any other documents expressly referred to therein together constitute the entire agreement and understanding between the Company and the Purchaser in relation to the Supplies specified in the Quotation.
- 2.2. Acceptance by the Company of any order is conditional upon the Purchaser's acceptance that the Agreement will be governed solely by these Terms. In particular, it is agreed that any Purchase Order or similar document from the Purchaser relating substantially to the subject matter of the Quotation is intended to accept these Terms and the Quotation, but is otherwise for the Purchaser's own administrative purposes only; notwithstanding its content, a Purchase Order will not vary, add to or detract from these Terms and the Quotation, save to the extent expressly accepted by the Company in writing signed by a Director.
- 2.3. The Company shall not be bound by an order unless and until the Company has issued its Order Confirmation, or until delivery of any hardware or software, or performance of any services has commenced (whichever happens first). Acceptance of any Goods or of commencement of services (as the case may be) supplied under an Order Confirmation issued by the Company shall be a sufficient act of acceptance of all these Terms.
- 2.4. Representations: The Company and the Purchaser mutually acknowledge that, in entering into this Agreement, they do not do so on the basis of or relying on any representation, warranty or other provision not expressly included in the Quotation or in these Terms, and accordingly all conditions, warranties or other terms implied by statute or common law (including as to quality or fitness for any particular purpose) are hereby excluded to the fullest extent legally permissible. Any liability or remedy for innocent or negligent misrepresentation is expressly excluded.
- 2.5. Changes must be agreed in writing: No other terms or subsequent changes shall apply unless agreed in writing and signed by both parties with the signature required from the Company being that of a Director.
- 2.6. Priority: If there is any conflict, documents shall be taken to have the following priority: First, subsequent changes agreed in writing and signed by both parties (in the case of the Company, by a director) Second, the Quotation, Third, these Terms, Fourth, any supplemental Terms and Conditions as published on the website www.a2voip.com, Fifth, any other documents expressly referred to in the Quotation and this Agreement.
- 2.7. Third party rights: No person who is not a party to this Agreement has any rights under the Contracts (Rights of Third Parties) Act 1999.
- 2.8. The Agreement shall be deemed to have been concluded on completion of online registration and subsequent top ups of Call Credit shall be deemed to be made in accordance with the terms of this Agreement.
- 2.9. The documents forming the component parts of this Agreement shall be retained and accessible by the Company electronically.

3. Secrets

- 3.1. Each party will keep any confidential information disclosed by the other secret, and will not use or take advantage of it without the other's agreement. This does not apply to information

known to the receiver before it was disclosed in connection with a Contract, or which becomes public knowledge without the fault of the receiver.

4. Prices

- 4.1. Prices are exclusive of VAT, freight, carriage, packing materials, insurance, any applicable taxes and duties, travelling and subsistence, all of which (where applicable) are payable by the Purchaser in addition. Where applicable, VAT is levied on call credit top ups at the point of purchase.
- 4.2. Quotations are provided by the Company in good faith based on (a) information provided by the Purchaser, and (b) the assumptions that any matters specified in a Quotation as dependencies or facilities to be provided by the Purchaser will respectively be complied with and provided, and any equipment to be provided by the Purchaser will be in proper working order and functioning correctly. The Company reserves the right to adjust the price if the Purchaser has failed to disclose or has misstated any information on which the Company has relied in any material particular, or if any matters specified as dependencies in a Quotation are not complied with, or if any facilities to be provided are not in fact provided, or if any equipment to be provided by the Purchaser is not in proper working order or fails to function correctly for any reason.
- 4.3. Prices are based on the cost to the Company at the date of the Company's Order Confirmation; the Company reserves the right to adjust the price by the amount of any increase affecting the Company after that date attributable to market conditions prevailing at the date of Delivery. 'Market conditions' include (but are not limited to) any direct or indirect increase in any relevant foreign exchange rate or in the cost of labour, materials, handling, manufacture, supply or transport, or such costs as may be incurred by the Company in acquiring Supplies or in complying with legal obligations.
- 4.4. Prices are based on Delivery at the address specified, and on any relevant specifications; Prices are subject to adjustment in the event of Delivery at a different address, or in the event of any modification (either at the request or with the consent or knowledge of the Purchaser).
- 4.5. Where Services are to be provided on a 'Time and Materials' basis up to a maximum figure, the Company does not (unless expressly stated) warrant that such maximum figure will be sufficient to complete the task(s) specified.
- 4.6. Prices may be based on the quantity specified in a Quotation, and the Company reserves the right to adjust the price if orders are placed for a different quantity, or if the quantity actually delivered to the Purchaser differs (for any reason) from that specified in the Quotation.

5. Goods Licences

- 5.1. It is the Purchaser's sole responsibility to obtain any required export and import licences. Any import or export licence sought or gained by the Purchaser shall be at no cost to the Company.

Drawings, etc.

- 5.2. All drawings, weights, dimensions, descriptions and illustrations contained in any sales literature and Price Lists are approximate only, and do not form part of the Agreement.

Drawings and technical documents provided by the Company are confidential and intended for the use or information of the Purchaser alone.

Delivery and Installation

- 5.3. Delivery dates are estimates only, and unless the Company expressly agrees in writing to be bound by a delivery date as being of the essence of the Agreement, it shall not be in breach in the event of part, late or non delivery. In the event that the Goods and/or Services are not delivered on the date stipulated then the Purchaser shall accept delivery of the Goods and/or Services within such further period which is reasonable in all the circumstances provided that if the Purchaser is of the reasonable opinion that such reasonable period has expired he shall give written notice to the effect to the Company stating his reasons for such opinion whereupon such reasonable period shall be deemed to expire 15 days after the service of such notice. The Purchaser shall have no right to claim damages or cancel the order for any delay in delivery not exceeding 15 days beyond such reasonable period. Where the Company expressly agrees in writing to be bound by a delivery date, the Company's liability in respect of any loss or damage suffered by the Purchaser directly attributable to such part, late or non delivery (subject to any other of these Terms) is limited to the price payable for the undelivered Goods.
- 5.4. The Company shall inform the Purchaser when any part or all of the Goods is ready for delivery, and the Purchaser shall inform the Company of the location for delivery if the same does not appear on or differs from the address stated in any Order Confirmation. If the Purchaser fails to give to the Company instructions for delivery within twenty one (21) days of such notification by the Company, the Company may without further reference to the Purchaser arrange for storage of the Goods. Without prejudice to any other of these Terms., the company will endeavour to comply with reasonable requests by the Purchaser for postponement of delivery of the Goods and/or Services but shall be under no obligation to do so and the Purchaser shall pay the costs and expenses including a reasonable charge for storage and transportation occasioned thereby and payment for the Goods and/or Services shall be made on the date payment would have been due had delivery not been postponed and the Goods shall be subject to a lien for such storage charges. Failure by the Purchaser to take delivery of or to make payment in respect of the Goods and/or Services or any one or more instalments of the Goods and/or Services shall entitle, but not oblige, the Company at its sole discretion, to treat the whole of the contract as repudiated by the Purchaser.
- 5.5. Delivery shall be made during normal working hours (excluding public holidays). If the Purchaser requires delivery to be made outside such times, an additional charge shall be payable. The Company reserves the right to deliver in more than one delivery. The Company shall not be required to fulfil orders in the sequence in which they were placed.
- 5.6. Where applicable, the Purchaser shall prepare the area of delivery and installation for the Goods and provide free access to the location and to any services or facilities that may be required to deliver and install the Goods. Where these have not been prepared or provided and as a result the Company is prevented from carrying out delivery or installation at the pre arranged day and time, the Company shall be entitled to charge any additional costs incurred.
- 5.7. The Company shall be entitled to make partial deliveries or deliveries by instalments. Each instalment shall be considered a separate contract to which all the provisions of these Conditions shall apply.

Damage, Shortage or Loss in Transit

- 5.8. The Purchaser acknowledges that it is its responsibility to check all deliveries before signing for them, and that the Company is entitled to treat the Purchaser's signature for delivery of all Goods as conclusive proof that all such Goods as are signed for have in fact been delivered.
- 5.9. The Company accepts responsibility for damage, shortage or loss in transit if:
- 5.9.1. Notified to the Company and the carrier (if not delivered by the Company) within three days of receipt or proposed date of receipt of the Goods by the Purchaser; and (where applicable)
- 5.9.2. The Goods have been handled by the Purchaser in accordance with the Company's or the carrier's conditions of carriage or handling stipulations.

Where the Company accepts responsibility under this Clause, it shall, at its sole option, replace or repair (as the case may be) within a reasonable time, any such Goods proved to the Company's reasonable satisfaction to have been lost or damaged in transit. Upon the Company repairing the defective Goods or supplying satisfactory substitute Goods then the Purchaser shall be bound to accept such repaired or substitute Goods and the Company shall be under no liability to the Purchaser in respect of any loss or damage whatsoever arising from the initial delivery of defective Goods or from the delay before the defective Goods are repaired or the substitute Goods are delivered.

- 5.10 In the event that the Goods and/or Services are not manufactured / serviced by the Company or are sourced from a Third Party Supplier, then:-
- 5.10.1 The Company will use its reasonable endeavours to assign to the Purchaser the benefit of any warranty or guarantee given by the Manufacturer or Third Party Supplier.
- 5.10.2 Any recommendation by the Company of such Goods and/or Services shall not in any way make the Company liable in respect of such Goods and/or Services.
- 5.10.3 The Company gives no assurance warranty or guarantee whatsoever that the sale or use of the Goods and/or Services will not infringe patent, copyright, registered design, design copyright or other intellectual property rights of any other person firm or company.
- 5.11 Insofar as the Goods and/or Services comprise second users the Company warrants that the Goods and/or Services are eligible for cover under the standard maintenance contract provided by the manufacturer.
- 5.12 The Company shall not be liable for any loss or damage arising from use of the Goods and/or services after the Purchaser becomes aware of a defect or after the Purchaser becomes aware of circumstances which should reasonably have indicated the presence of a defect.

6. Payment

- 6.1. A2 VoIP services are offered on a pre-paid basis which requires a top up call charge credit to be paid in advance so that there is credit available to enable calls to be made. Payment may be made by cheque, credit card, debit card, PayPal or any other method specified on the website, www.a2voip.com or otherwise agreed by the Company in writing. The credit will not be added to the Purchaser's account until cleared funds are received. Should your account

not experience any activity or top up for a six month period, the Company reserves the right to deem the account inactive and terminate the account and this Agreement without further notice to the Purchaser.

- 6.2. All accounts are payable in advance, unless otherwise agreed by the Company. Where credit terms are agreed, payment is due within 14 days of invoice; provided that the Company reserves the right to withdraw the credit facility at any time and to substitute cash with order. Discounts only apply where agreed in writing by the Company.
- 6.3. 'Info Fed reserves the right to stop accepting payments from one or more credit card issuers / payment facilitators. If the Purchaser closes their account, their billing address changes, or their payment method is altered or cancelled owing to loss or theft, the Purchaser must advise Info Fed at once to prevent any potential fraudulent use of their account. Any usage charges will be billed in increments that are rounded up to the nearest minute before VAT is applied.
- 6.4. Info Fed accepts payments only by cheque, credit card, debit card or Paypal or any other method specified on the website, www.a2voip.com or otherwise agreed by the Company in writing as set forth in clause 6.1. Info Fed may terminate your Service at any time in its sole discretion. Termination of Service for dishonoured cheque, declined or expired card, reversed charges or non-payment leaves you fully liable to Info Fed for all charges before termination.
- 6.5. So far as payment of the Company's invoices is concerned, time is of the essence, and if the Purchaser does not make payments on the due date, or if any payment made is subsequently revoked or redebited, then, without prejudice to any other remedy:
 - 6.5.1. The Company may withhold or suspend supply of Goods or services in respect of any Contract
 - 6.5.2. All sums owing by the Purchaser to the Company on any account shall be due and payable immediately
 - 6.5.3. The provisions of the Late Payment of Commercial Debts (Interest) Act 1998 shall apply
 - 6.5.4. The Purchaser will indemnify the Company against all loss, damage, costs and expenses (including legal expenses on the indemnity basis) incurred by the Company
 - 6.5.5. The Company may terminate any contract between the Purchaser and the Company. If the Company does so, the respective rights and liabilities under such other contracts shall be as if each such contract had been lawfully terminated by the Company for breach by the Purchaser
 - 6.5.6. The Company may appropriate any part-payment made by the Purchaser to any other sums owed by the Purchaser to the Company.
- 6.6. The Purchaser shall not be entitled to make any deduction from sums otherwise due unless the validity, the amount and the deduction have been agreed in writing by a Director of the Company.
- 6.7. Where the Goods and/or Services are to be provided for delivery by instalments the company may, at its sole option, invoice each instalment separately and the Purchaser shall pay such invoices in accordance with these conditions.

- 6.8 Info Fed reserves the right to suspend the Service if the Purchaser fails to make regular advance payment due to card expiry or any other reasons. The Service may be re-activated with a payment of further call credit within 6 months from the last activity on the account.

7. Cooling Off Period and Cancellation

In line with the legal requirements under The Distance Selling Regulations, September 2006, the Company offers the following cooling off period and cancellation policy:

- 7.1 When selling to the Purchaser by mail order, phone, fax, Internet or digital TV the Company gives the Purchaser a cooling-off period during which they have an unconditional right to cancel the contract.
- 7.2 In the case of Services, the cooling-off period normally ends seven working days after the day the order was made – or after written confirmation is received, save where the Purchaser commences using the Service within the seven working day period, in which case the Cancellation rights of the Purchaser are terminated on commencing to use the Service.
- 7.3 In the case of Goods, the cooling-off period normally ends seven working days after the day the goods are received.
- 7.4 The Purchaser must inform the Company in writing – by letter, fax or email – of the Purchaser's decision to cancel.
- 7.5 Purchaser's money should be reimbursed as soon as possible – and in any case within a maximum period of 30 days.
- 7.6 The Company also invokes the exception of "goods made to the Purchaser's specification" where the Company reserves the right to deduct any reasonable out of pocket expenses from any potential refund.
- 7.7 All returns under the cooling off period are at the Purchaser's expense and risk. The Purchaser is responsible for ensuring that any goods being returned are appropriately packaged to avoid damage as credit can not be given for damaged goods. Proof of posting will not be accepted as proof of receipt.
- 7.8 For the avoidance of doubt, most recently purchased credit shall be deemed to be consumed first.

8. Intellectual Property Rights and Copyright

- 8.1. Intellectual property rights in any documents, software, hardware or other deliverables originating from the Company are and remain the Company's sole property. All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Info Fed shall remain the exclusive property of Info Fed and nothing in this Agreement shall grant the Purchaser the right or license to use any of such marks. Purchasers may not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from any of the software.
- 8.2. Where a Quotation specifies that the Purchaser is to have 'company-wide licence', the Purchaser has non-exclusive, non-transferable, perpetual, worldwide, royalty-free licence to use Goods internally within the Purchaser's own business (including that of any holding,

subsidiary, or associated company), but may not otherwise sublicense, transfer, or otherwise dispose of the right to use Goods. Copyright statements and/or confidentiality notices on any Goods must be faithfully reproduced on all copies.

8.3. Subject to the above, where software is supplied and the Purchaser has been furnished with a developer's software licence, the same must be signed and returned to the Company within 7 days or as otherwise specified in the said licence unless the said licence is a "shrink wrap" licence. If the Purchaser fails to sign and return the said licence, the Company may withhold release of the Goods; or, if already delivered, retrieve it from the Purchaser. In absence of a developer's software licence being furnished, the Purchaser, on issue of the Company's Order Confirmation or upon Delivery, hereby accepts a non exclusive, non transferable licence to use the Goods upon the following terms:

8.3.1. The Purchaser undertakes not to copy (other than for normal operation and except to the extent permitted by the applicable law), reproduce, translate, adapt, vary or modify the Goods nor is to communicate the same to any third party without the Company's prior written consent;

8.3.2. The Purchaser undertakes to use the Goods only on such equipment as may be specified and not to remove, add to, change or otherwise tamper with any copyright notice, legend or logo appearing in or on the Goods or the medium upon which it resides;

8.3.3. The Company may terminate the Licence forthwith if the Purchaser fails or has failed to comply with any of these Terms.

8.4. The Purchaser warrants that, for the purpose of performing the work covered by this Agreement:

8.4.1. It has all necessary rights to use any specification, design, instructions, content, or other material and information (together, 'Purchaser Materials') provided to the Company

8.4.2. Use by the Company of Purchaser Materials shall not cause the Company to infringe any rights (including Intellectual Property Rights) of or belonging to any third party

8.4.3. It will indemnify the Company in full against all costs, charges, claims and expenses incurred directly or indirectly by the Company as a result of any alleged infringement of third party rights resulting from use of the Purchaser Materials (including the costs of defending such a claim on the indemnity basis).

9. Responsibility and Limitation of Liability

9.1. The Company's liability in relation to any Goods procured for the Purchaser is limited to the amount paid by the Purchaser for such Goods. Goods consisting of media containing publicly licensed software are sold on the basis that the Company sells the distribution media only, and accepts no responsibility for the content.

9.2. The Company shall not be liable for damage or defects in Goods caused by improper use, abuse and/or mismanagement or by the use of the Goods outside any specifications detailed in the manuals and documentation relating to them or outside their specific application.

- 9.3. Subject to any statutory rights not capable of exclusion, the Company's responsibilities in relation to defects inherent in hardware or software applications originating from third parties are limited to diagnosis, and liaising with the third party supplier on the Purchaser's behalf. This Agreement is not a substitute for a maintenance agreement with a supplier or distributor of specialist hardware or software.
- 9.4. The Company will provide such services as may be agreed, so far as is reasonably practicable within any agreed timescale, and with all proper skill and care (having due regard to current industry practice).
- 9.5. If either party is prevented or delayed in the performance of any of its obligations by any cause arising from or attributable to acts, events, omissions or accidents beyond its reasonable control, then such party is excused the performance for so long as such cause of prevention or delay shall continue. Subject thereto, each party accepts liability for direct loss and damage resulting from its negligence.
- 9.6. The Company is not liable for any delays or failures on the part of Third Party Suppliers. The Company is not liable for economic, consequential or indirect loss or damage, or for loss of profit, business, revenue, goodwill or anticipated savings. If the Company substantially fails to perform its obligations under this Agreement, its liability is limited to a refund of all sums paid, subject to the return of any Goods in the condition they were when supplied to the Purchaser.
- 9.7. The Company's entire liability for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Agreement is limited to the lesser of (a) £1,000, and (b) 125% of the total sums to be paid by the Purchaser under the Contract, except to the extent that such liability may not be lawfully excluded or limited.
- 9.8. The Company shall not in any event be liable for any claims not notified to it in writing within twelve months of the cause of action accruing.
- 9.9. The Company does not exclude or limit liability for death or personal injury arising as a result of the Company's negligence.
- 9.10. The Service and Goods are only to be used for lawful purposes and the Purchaser may only use an account or Service which they are authorised to use by the Company. By agreeing to these Terms and Conditions the Purchaser agrees not to use the Services and Goods for transmitting or receiving or storing any communication or material of any kind when in the Company's sole judgment the transmission, receipt or possession of such communication or material:
- 9.10.1 Would constitute a criminal offence, give rise to a civil liability, or otherwise violate any applicable local, national or international law or
- 9.10.2 Encourages conduct that would constitute a criminal offence, give rise to a civil liability, or otherwise violate any applicable local, national or international law. Info Fed reserves the right to terminate the Agreement immediately without liability and without advance notice if Info Fed, in its sole discretion, believes that the Purchaser has violated the above restrictions, leaving the Purchaser responsible for the full month's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately becomes due and payable and may at the Company's discretion be immediately charged to the Purchaser.

And the Purchaser agrees not to:

- 9.10.3 Use the Service to cause nuisance, annoyance or inconvenience and/or
- 9.10.4 Impair the proper operation of the network and/or
- 9.10.5 Try to harm the Service in any way whatsoever and/or
- 9.10.6 Copy, or distribute services or content without written permission from InfoFed and/or
- 9.10.7 Resell the Service to a third party except where licensed by the Company to do so.

Purchasers will be required to keep secure and confidential any Password or any identification provided by the Company which allows access to the Service, and to provide the Company with any proof of identity that the Company may reasonably request. The Company will not be responsible for any losses, etc resulting from third parties gaining access to the Purchaser's account if the Purchaser has been negligent in guarding these details or has divulged the details to third parties. The Purchaser has no right whatsoever (and shall not permit or allow any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to either the Software (in whole or in part) or to any of the MIS processes or procedures; Such breaches of copyright, intellectual property rights, privacy, commercial sensitivity and confidentiality are strictly forbidden'.

- 9.11. The Company's Services utilise, in whole or part, the public Internet and third party networks to transmit voice and other communications. The Company is not liable for any lack of privacy which may be experienced with regard to the Goods or Services.
- 9.12. The Purchaser enters into this Agreement knowing that the Service does not function in the event of power failure and understands that the Service requires a fully functioning connection to the Internet and adequate bandwidth to maintain quality of Service. The Purchaser will continue to be billed for the Service during any outage unless the Purchaser or Company terminates the Service in accordance with this Agreement. The purchaser acknowledges that should there be an interruption in the power supply or connection to the Internet, the Service will not function until the power/outage is resolved; A power failure or disruption may require the Purchaser to reset or reconfigure equipment prior to utilising the Service; The purchaser acknowledges and understands that power disruptions or failure or Internet outages will also prevent dialling to emergency service numbers.
- 9.13. The Purchaser acknowledges and understands that Info Fed's liability is limited for any Service outage and/or inability to access emergency service personnel. By entering into this Agreement the Purchaser agrees to defend, indemnify and hold harmless Info Fed and it's officers, Directors, employees, affiliates and agents and any other service provider who furnishes services to the Purchaser in connection with this Agreement or the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable legal fees) by, or on behalf of, the Purchaser or any third party or user of the Purchaser's Service relating to the absence, failure or outage of the Service, including emergency service calls and/or inability of Purchaser or any third person or party or user of Purchaser's Service to be able to access emergency service operators or to access emergency service personnel.

- 9.14. The Company reserves the right to terminate the Service should the Supplies be tampered with during the course of the Agreement, leaving the Purchaser responsible for the full month's charges to the end of the current term, including without limitation, unbilled charges which become immediately due and payable. Purchasers agree not to hack or disrupt the Service or to make any use of the Service that is inconsistent with its intended purpose nor to attempt to do so.
- 9.15 Purchasers agree to notify Info Fed immediately in writing or by calling Info Fed if they believe their equipment is stolen or if the Purchaser believes at any time that their Service is being stolen and fraudulently used. When calling or writing, the Purchaser must provide their account number and a detailed description of the circumstances of the theft or fraudulent use of Service and acknowledge that for quality assurance and security purposes all calls to Info Fed are recorded. Failure to notify the Company in a timely manner may result in the termination of the Purchaser's service and additional charges being levied. Until such time as the Company receives notice of the theft or fraudulent use, the Purchaser will be liable for all use of the Service whilst stolen or being fraudulently used by another, including the cost of calls made.
- 9.16 Info Fed shall not be liable for any delay or failure to provide the Service, including emergency dialling at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:
- Act or omission of an underlying carrier, service provider, vendor or other third party;
 - Equipment, network or facility failure;
 - Equipment, network or facility upgrade or modification;
 - Force majeure events such as (but not limited to) acts of God, strikes, fire, war, terrorism, riot, Government actions;
 - Equipment, network or facility shortage;
 - Equipment or facility relocation;
 - Service, equipment, network or facility failure caused by loss of power to the Purchaser;
 - Outage of Internet service;
 - Act or omission of the Purchaser or any person using the service or Goods provided to the Purchaser; or
 - Any other cause that is beyond the Company's control, including without limitation a failure or defect in any equipment, the failure of an incoming or outgoing communication, the inability of communications (including without limitation emergency service dialling and access) to be connected or completed or degraded voice quality.
- 9.17 In no event shall Info Fed, its officers, directors employees, affiliates or agents or any other service provider who furnished services to the Purchaser in connection with this Agreement or the Supplies be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including but not limited to loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the Service, including inability to be able to contact the emergency services or to access emergency service personnel through the Service. The limitations set forth herein apply to claims founded in breach of contract, breach of warranty, product liability, tort, and any and all other theories of liability and apply whether or not Info Fed was informed of the likelihood of any particular type of damages.

- 9.18 Info Fed makes no warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness of the Service for a particular purpose, title or non-infringement or any warranty arising from usage of trade, course of dealing or course of performance or any warranty that the Service will meet the Purchaser's requirements. Without limiting the foregoing, Info Fed does not warrant that the Service will be without failure, delay, interruption, error, degradation of voice quality or loss of content, data or information. Neither Info Fed nor its officers, directors, employees, affiliates or agents or any other service provider or vendor who furnishes products or services to the Purchaser in connection with this Agreement or the Service will be liable for unauthorised access to Info Fed's or the Purchaser's transmission facilities or premises equipment or for unauthorised access to, or alteration, theft or destruction of, the Purchaser's data files, programs, procedures or information through accident, fraudulent means or devices or any other method, regardless of whether such damage occurs as a result of Info Fed or its service provider's or vendor's negligence. Statements and descriptions concerning the Service, if any, by Info Fed or Info Fed's agents or installers are informational and are not given as a warranty of any kind.
- 9.19 The Purchaser hereby acknowledges that it is their sole responsibility to understand and obey all applicable laws and regulations when using A2 VoIP's call recording tools and acknowledges that the laws relating to call recordings differ from jurisdiction to jurisdiction; The Company will not accept any liability for the Purchaser's direct or indirect breach of any laws and/or regulations relating to call recording. Furthermore, the Purchaser also hereby acknowledges that it is the sole responsibility of the Purchaser to ensure that they and any persons authorised by them to access the A2 VoIP service via the Purchaser's account, shall make every attempt to notify all parties to any call made via the A2 VoIP system that the call is being or may be recorded.

10. Termination, Suspension and Consequences

- 10.1. Either party may end this Agreement by giving one month's written notice or by giving immediate written notice if the other is in serious breach of contract, and has failed to rectify the breach within 15 days of a written requirement to do so.
- 10.2. Upon termination for whatever reason, the Purchaser shall pay to the Company for all Goods delivered, and for all Services provided on a quantum merit basis. Termination howsoever or whenever occasioned shall be subject to any rights and remedies either party may have under this Agreement or in Law, and any rights or obligations of a continuing nature shall survive.
- 10.3. Services are purchased for full monthly terms, meaning that the Purchaser's termination of the service prior to the end of the monthly term other than during the Cancellation Period will leave them responsible for the full month's charges to the end of the applicable monthly term, including without limitation, unbilled charges all of which immediately become due and payable. Expiration of the term or termination of Service does not excuse the Purchaser from paying all unpaid, accrued charges due in relation to the Agreement.
- 10.4. Any telephone number provided by Info Fed in conjunction with the service is part of the Service and will be relinquished if the Purchaser cancels the Service.
- 10.5. The Company reserves the right to terminate the Service if the Purchaser fails to make regular use of it for a period of six months or more; Should the Purchaser wish to reactivate the Service following a termination for inactivity, they would be able to apply for a new account but would not be guaranteed to keep the same telephone number and would need to

set up extensions and other services again. The Company also cannot guarantee that MIS records can be restored if the Purchaser has allowed credit to lapse and the account has been terminated by the Company.

- 10.6. The Company reserves the right to terminate this Agreement with immediate effect and without liability and without advance notice if Info Fed, in its sole discretion, believes that the Purchaser has violated the Acceptable Use Policy which forms part of this Agreement (as published on www.a2voip.com and as may be amended from time to time), leaving the Purchaser responsible for the full service period's charges to the end of the current term, including without limitation unbilled charges, plus a disconnect fee, all of which immediately becomes due and payable.

11. Title to the Goods and the Passing of Risk

- 11.1. Risk in Goods shall pass to the Purchaser upon delivery by the Company or its carriers to the Purchaser or his agent or in all other circumstances at the time when the Goods and/or Services leave the Company's premises and the Company shall not be liable for any loss or damage to the Goods from the time that the Goods are so delivered.
- 11.2. Notwithstanding delivery, installation, acceptance and passing of risk, title to any Goods to be sold to the Purchaser shall not pass to the Purchaser and shall be retained by the Company until full payment of all monies due on any account has been received by the Company from the Purchaser or the Company serves notice in writing on the Purchaser specifying that the title in the Goods and/or Services or any specified part thereof has passed to the Purchaser.

11.3. Until such time as title in Goods has passed to the Purchaser:

11.3.1. The Purchaser shall, subject to the Company's rights hereunder:

- 11.3.1.1. Hold the Goods as the Company's fiduciary agent and be entitled to use the same in the ordinary course of the Purchaser's business; but shall not sell or part with possession thereof;
- 11.3.1.2. Store the Goods separately from any goods belonging to the purchaser or any third party, and keep the Goods clearly marked and identifiable as being the property of the Company;
- 11.3.1.3. Cause to be added to its audited accounts for each year a note that Goods supplied by the Company are subject to retention of title and shall be the property of the Company until full payment of all sums in respect thereof has been made to the company ; and
- 11.3.1.4. Insure such Goods to their replacement value naming the Company as the loss payee until all payments to the Company have been made; The Purchaser shall forthwith upon request provide the Company with a certificate of such insurance.

11.3.2. The Company:

- 11.3.2.1. Shall be entitled to enter the Purchaser's premises upon reasonable notice to verify the Purchaser's compliance with the preceding clause;
- 11.3.2.2. Shall be entitled to repossess at any time any Goods in which title remains vested in the Company and for this purpose at any time and without notice the Company may enter upon any premises in which the Goods or any part thereof are installed, stored or kept, or are reasonably believed so to be;
- 11.3.2.3. Shall be entitled to seek a court injunction or equivalent judicial order under the applicable law of this Agreement to prevent the Purchaser from selling, transferring or otherwise disposing or decreasing the value of the Goods.

12. Company Staff

- 12.1. The Company's staff members are its most valuable asset. If the Purchaser or a third party were to engage or try to engage them without the Company's agreement, the Company would suffer serious loss. The Purchaser agrees that it will not engage or try to engage the Company's staff or introduce them to any third party other than in good faith and without any view to their engagement by a third party.
- 12.2. The Purchaser further agrees that if it does engage or try to engage (or if a third party does so following introduction by the Purchaser) any member or former member of the Company's staff with whom the Purchaser has had material contact in the course of dealings with the Company within the immediately preceding 12 months, the Purchaser will pay the Company by way of liquidated damages such sum as represents 100% of the annual salary (or other annualised amount last payable by the Company) for the individual in question, which both parties agree is a fair and reasonable pre-estimate of the likely loss the Company would suffer.

13. Miscellaneous

13.1. Publicity

The Company may include reference to the fact that it is providing Supplies to the Purchaser in its publicity material, in terms to be approved by the Purchaser (such approval not to be unreasonably withheld). Subject thereto, except with the written consent of the other party, neither party shall make any press announcements or publicise this Agreement in any way.

13.2. Assignment

The Company may transfer, assign or sub contract the whole or any part of its rights and obligations under this Agreement. The Purchaser agrees that they will not assign, sub contract, sell, transfer, lease, licence or charge by way of security any of their rights or obligations under this Agreement. Breach of this restriction in any way (whether successful or not) will result in the Purchaser's account being terminated.

13.3. Indemnity

The Purchaser shall be liable for all costs and losses incurred by the Company as a result of the Purchaser's breach of this Agreement, or any applicable law or regulation, any violation of 3rd party rights, any use or misuse of the Software, or any communications spread by means of the Software.

13.4. Severability

If any of these terms is held by any Court or other competent authority to be wholly or partially void, invalid, or unenforceable such term shall be severed from the body of these terms (which shall continue to be valid and enforceable to the fullest extent permitted by Law).

13.5. Waiver

Failure or neglect by either party to enforce at any time any of the provisions hereof shall:

13.5.1. Not be construed nor shall be deemed to be a waiver of its rights hereunder

13.5.2. Not in any way affect the validity of the whole or any part of any contract under these terms

13.5.3. Not prejudice its rights to take subsequent action.

13.6. Force Majeure

The Purchaser agrees that the Company will not be held liable for any and all loss (including loss of data), damages, costs, claims and other liabilities which arise as a result of any delay or interruption in, or any non delivery, or missed delivery or failure of Goods or Services due to circumstances beyond the Company's and any of its supplier's reasonable control (including but not limited to, fire, lightning, explosion, war, disorder, flood, industrial dispute, sabotage, terrorism, weather conditions or acts of local or central Government or other competent authorities). Should any event referred to in this clause continue for more than 90 days, then either party may terminate this Agreement forthwith.

13.7. Headings

The headings of these terms are inserted for convenience of reference only and are not intended to be part of or to affect their meaning or interpretation.

13.8. Notices

Any notice to be given by either party to the other shall be in writing and may be sent by recorded delivery addressed to the most recent address, notified to the other party and shall be deemed to be served 2 days following the date of posting.

13.9. Time

Time (other than for payment) shall not be of the essence unless expressly made so by notice in writing.

13.10. Law

These terms and any contract made under them shall be construed in accordance with English Law, and the English courts shall have sole jurisdiction in relation to all matters arising out of these terms.

13.11 Language

These terms and any contract made under them shall be in the English language and the Company shall not conclude any contract relating to the Service in any other language than the English language.