



The Telephone Number Company

Terms and Conditions

TTNC LIMITED - GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

1.1 Account - the Customer registers for an Account by supplying all the Required Information on the registration form during the online order process. All aspects of the Customer's purchase history is then attributed to the Customer Reference Number assigned to their Account.

1.2 Automatic Top Up - the process of adding call credit to a Customer's Account by repeat payment from a designated card when a Customer's Call Charge Balance reaches the Threshold.

1.3 Call Charge Balance - the record of accrued call credit that has been added to a Customer's Account on a pre-pay basis to cover a Customer's Call Forwarding charges.

1.4 Call Forwarding - the process of forwarding calls received via a Number purchased from TTNC to a designated destination. This is sometimes referred to as 'routing', 'transferring' or 'diverting'.

1.5 Calling Card Service - a service by which the end user is provided with a pre-paid card which gives that user a fixed amount of credit to use telephone services.

1.6 Call Management Services - additional tools added to a Number to enhance its use; the cost of which is managed separately from that of the Number, or Call Forwarding. Details of the Call Management Services offered by TTNC are available on the TTNC website.

1.7 Call Share Revenue/Revenue - the process where on certain number ranges the outbound call charges collected by the outbound Operator are passed to TTNC and TTNC can in turn share this with the Customer or End User.

1.8 Charges - the charges payable by the Customer for the supply of Services in accordance with condition 5.

1.9 Code of Practice - <http://www.ttncc.co.uk/about-us/code-of-practice/> - a formulated document dealing with TTNC's dispute resolution procedures produced in accordance with Otelco's (or such other external body as may from time to time be appropriate) guidelines and template.

1.10 Conditions - these terms and conditions, including the Schedules, as amended from time to time in accordance with Condition 15.10.

1.11 Contract - the contract between TTNC and the Customer for the supply of the Services in accordance with these Conditions.

1.12 Customer - the consumer or business that purchases Services from TTNC as referred to in the Required Information.

1.13 Dial-Through Service - a service whereby a user calls a telephone number in order to be connected to another telephone number.

1.14 End User - where a customer is authorised to act as a third party supplier of TTNC's services, the End User is the individual or business that the Customer supplies the Services to. Otherwise the End User is the Customer.

1.15 Intellectual Property Rights - all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

1.16 International Access Number - a telephone number used to make a telephone call to another country.

1.17 Login - the login details for the Novero Platform provided to the Customer in accordance with Condition 4.7.

1.18 Logo - a phrase, design or graphic, whether or not it is a registered trademark or design, that is used by a Customer to identify their company or brand.

1.19 Novero Platform - the online control panel developed by TTNC to enable a Customer to access their Account and manage all aspects of their Service.

1.20 Number/Numbers - means one or more TTNC telephone numbers (including Premium Rate numbers) which are allocated to a Customer or End User.

1.21 Ofcom - the regulatory body of the telecommunications industry.

1.22 Operator - means the provider of access to the Telecommunications Network.

1.23 Order - either the initial purchase of Services a Customer makes through the TTNC website, or any subsequent purchase of additional services made through the Novero Platform or direct with TTNC via email or on the telephone.

1.24 Otelo - the ombudsman of the telecommunications industry.

1.25 PhonepayPlus - means the UK regulatory body for all premium rate charged telecommunications services.

1.26 Premium Rate Service - the Premium Rate Number(s) allocated to a Customer for the purpose of enabling the Customer to provide information, advice, entertainment or any other services defined from time to time by PhonepayPlus as being Premium Rate Services.

1.27 Recover - a process by which a Number is removed from a Customer's Account and then added back into TTNC's pool of available Numbers, subject to a period of quarantine where the Number is unused for such period as TTNC deems appropriate, having regard to the quantity of

calls to the Number.

1.28 Referred Individual - any consumer or business that, on placing their first Order with TTNC, provides TTNC with the customer reference number of an existing TTNC Customer.

1.29 Referrer - a Customer whose customer reference number is provided to TTNC by a Referred Individual.

1.30 Required Information - All the following information which is required in order for TTNC to provide any type of Service to the Customer or End User:

1.30.1 Contact name

1.30.2 The identity of the Customer (if a company, including the company registration number)

1.30.3 Email address (ideally this should not be a 'free' email address e.g. hotmail)

1.30.4 Postal address (excluding PO Boxes).

1.31 Schedule - a Schedule to these Conditions

1.32 Service Provider - refers to the supplier of services to the Customer or End User, other than TTNC, with whom the Customer or End User establishes an agreement.

1.33 Service/Services - the services supplied by TTNC to the Customer as set out in the Order and which are more particularly detailed, where appropriate, in the relevant Schedule.

1.34 Telecommunication Network - the public and private telecommunications systems accessed by a Number or by which the Services are made available.

1.35 Threshold - The account balance at which the Customer's Call Charge Balance will be topped up automatically in accordance with Schedule 1.

1.36 TTNC - TTNC Limited, a company incorporated and registered in England and Wales with company number 05256607, whose registered office is at 404 4th Floor, Albany House, 324-326 Regent Street, London W1B 3HH.

2 BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when TTNC issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of TTNC which is not set out in the Contract.

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 TTNC shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.6 If the Customer is contracting as a consumer, the Customer has certain rights under the Consumer Protection (Distance Selling) Regulations 2000 (the “distance selling regulations”) which include cancellation rights. The Customer may cancel a Contract at any time within seven working days, beginning on the Commencement Date, unless TTNC have already begun to provide the Services. For the avoidance of doubt, TTNC will have begun to provide the services when a Number has been allocated to the Customer’s account. If the Customer wishes to exercise their cancellation rights under the distance selling regulations, the Customer must email accounts@ttnc.co.uk within the cancellation period.

3 SUPPLY OF SERVICES

3.1 TTNC shall supply the Services to the Customer in accordance with the details set out in the Order in all material respects.

3.2 TTNC shall use all reasonable endeavours to meet any performance dates that may or may not be specified, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 TTNC 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 TTNC shall notify the Customer in any such event.

3.4 TTNC warrants to the Customer that the Services will be provided using reasonable care and skill.

4 PROVISION OF SERVICES

4.1 Numbers and Call Management Services will be allocated to the Customer’s Account when the Order has been completed and payment has been received.

4.2 There is no minimum period that the Customer is obliged to use their Numbers or Call Management services for.

4.3 Services are supplied subject to all of the limitations of the Telecommunications Network as are generally accepted by the industry.

4.4 TTNC is unable to guarantee that all overseas systems will be able to access the Services

provided by TTNC.

4.5 TTNC is unable to guarantee that telephone keypads will use the same alphanumeric combinations and therefore that all of the Services will be compatible with all equipment.

4.6 Subject to any alterations that TTNC may make in accordance with these Conditions from time to time, the terms on which certain of the Services are provided to the Customer are contained in the various Schedules to these Conditions.

4.7 Where appropriate, TTNC will provide the Customer with login details for the Novero Platform. TTNC is entitled to rely on the fact that any individual logging in to the Novero Platform using the Customer's details is a representative of that Customer and is authorised to act on their behalf.

4.8 The Customer's use of the Novero Platform shall be governed by such terms of use as may be published on the TTNC website from time to time.

5 TTNC'S OBLIGATIONS

5.1 Without prejudice to the limits and exclusions on TTNC's liability under the Contract, as provided for under Condition 9, TTNC will not be liable for any loss to the Customer arising from issues which are outside of TTNC's control. In particular, this condition applies to any interruptions in the operation of the Telecommunications Network.

5.2 TTNC will provide a Code of Practice that has been approved by Otelo, or such other external body as may from time to time be appropriate, in relation to complaint handling and dispute resolution.

6 CUSTOMER'S RESPONSIBILITIES

6.1 The Customer shall:

6.1.1 be responsible for checking that any Number or Call Management Service that has been allocated to the Customer's Account is set up and operates properly and to report any faults to TTNC immediately.

6.1.2 ensure that the Required Information provided to TTNC is accurate and complete and shall keep such information up to date, including all contact information, in particular email addresses.

6.1.3 pay any charges relating to the provision of the Services within 5 days.

6.1.4 ensure that any Number allocated to them is not used in an unlawful, improper or damaging manner and will not hold TTNC liable in any proceedings or claims relating to improper use of the Number.

6.1.5 ensure that their Login is kept secure.

6.2 Where a Customer places an Order in relation to a Premium Rate Service, the Customer shall:

6.2.1 provide TTNC with any information that TTNC deems necessary to satisfy its obligations of due diligence.

6.2.2 prior to providing the Premium Rate Service to End Users, ensure all necessary approval has been gained from the relevant regulatory bodies involved in Premium Rate Services.

6.2.3 Notify TTNC of any changes in use, and await confirmation before making such changes.

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

6.3.1 TTNC 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 TTNC's performance of any of its obligations;

6.3.2 TTNC shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Condition 6.3; and

6.3.3 the Customer shall reimburse TTNC on written demand for any costs or losses sustained or incurred by TTNC arising directly or indirectly from the Customer Default.

7 CHARGES AND PAYMENTS

7.1 The Charges shall be calculated in accordance with the details published on TTNC's website from time to time. All Charges are shown exclusive of VAT unless stated otherwise.

7.2 All Charges are payable in advance of the provision of Services.

7.3 Payment must be made via credit card, debit card or bank transfer to such bank account as TTNC may notify to the Customer from time to time. No other forms of payment will be accepted.

7.4 TTNC reserves the right to adjust the Charges for its Services as it sees fit. In particular, where Call Forwarding charges increase, which are outside the control of TTNC, TTNC shall advise the Customer and increase its own related charges by the same proportion.

7.5 Changes to pricing shall be communicated to the Customer via email or by the publishing of them to this website at the time such changes are made.

7.6 Where a Customer requests alterations to the Services, TTNC reserves the right to impose such administrative charges as it deems fit. Such administrative charges will be calculated on a time spent basis at a rate of £75 per hour and will be subject to a minimum charge of £25.

7.7 TTNC may impose a £25 reconnection fee in the event that the Customer requests and TTNC agrees, to reactivate an Account, Number or Service following disconnection, whether such disconnection was as a result of a customer request or of a breach of these Conditions.

7.8 TTNC may impose a charge for porting a number from TTNC to another Service Provider or telecoms network, such payment to be paid prior to the Number being ported via debit card or bank transfer (credit cards will not be accepted). The Charges imposed are as follows and are based on how memorable the Number was deemed at time of purchase:

- 7.8.1** Standard - £100
- 7.8.2** Bronze - £500
- 7.8.3** Silver - £750
- 7.8.4** Gold - £1,000
- 7.8.5** Platinum - £1,500
- 7.8.6** Diamond - £2,000

7.9 If the Customer fails to make a payment due to TTNC under the Contract when it falls due for payment, then, without limiting TTNC's remedies under Condition 12, the Customer shall pay interest on the outstanding sum either:

7.9.1 at the rate of 4% per annum above Barclays Bank PLC's base lending rate from time to time (or, in the event that Barclays Bank PLC is no longer trading, another commercial lending bank chosen by TTNC from time to time); or, at TTNC's sole discretion

7.9.2 in accordance with the Late Payment of Commercial Debts (Interest) Act 1988;

accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8 CREDIT/DEBIT CARDS

8.1 In paying for any Service with a credit/debit card, the Customer consents to the details of that card being stored by TTNC and for future payments to be processed in accordance with the terms of this Condition 8. All of the card details stored by TTNC will be visible to the Customer through the Novero Platform.

8.2 The card the Customer uses to make their first payment to TTNC will automatically become that Account's default card. The Customer will have the option to change the default card on their Account via the Novero Platform.

8.3 Any card listed against the Customer's Account shall, by default, be listed as an 'active' card. The Customer will have the option to disable or delete a card from the system (subject to there always being at least one active card registered against an Account at all times) via the Novero Platform.

8.4 When a payment falls due to TTNC, whether by virtue of an Automatic Top Up or otherwise, TTNC will attempt to take such payment from the default card listed for that Customer's Account. Should TTNC be unable to take the payment due from the default card, it will attempt to do so from each of the other active cards on the account. If TTNC is unable to take payment from any of the cards listed for a Customer's Account, it shall repeat the attempt to take such payment at

such intervals as it deems fit until the payment in question has been received (by whatever means). TTNC shall have no liability whatsoever in respect of, and the Customer shall hold TTNC harmless from, any fees that may be charged to the Customer by the Customer's card issuer arising from any attempt to take payment from that Customer's card(s).

8.5 In the event that TTNC is unable to take payment in accordance with Condition 8.4, the Customer will be sent notification of that failure and will immediately make the overdue payment, including any accrued interest, using a valid credit/debit card, the details of which will be added to the Customer's Account as a new default card.

8.6 TTNC reserves the right to impose an administration charge in the circumstances described in Condition 8.5.

8.7 By using a credit/debit card to pay any sums to TTNC, the Customer confirms and warrants to TTNC that the credit/debit card being used belongs to them. Any credit/debit card used by the Customer will be subject to validation checks and authorisation by the Customer's card issuer. The Customer's details will be passed to third parties for the purposes of carrying out these checks and reporting any fraudulent activity.

9 LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

9.1 Nothing in these Conditions shall limit or exclude TTNC's liability for:

9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

9.1.2 fraud or fraudulent misrepresentation; or

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

9.2 Subject to Condition 9.1:

9.2.1 TTNC shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract including any losses that may result from a deliberate breach of the Contract by TTNC, its employees, agents or subcontractors; and

9.2.2 TTNC's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by TTNC, its employees, agents or subcontractors shall not exceed the amount paid to TTNC by the Customer in question in the 12 months immediately preceding the date at which the liability arose.

9.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.4 This Condition 9 shall survive termination of the Contract.

10 DATA PROTECTION

10.1 TTNC will only use any personal information the Customer provides to it to provide the Services in accordance with these Conditions or to inform the Customer about similar services which TTNC provides, unless the Customer notifies TTNC that they do not want to receive that information.

10.2 Notwithstanding Condition 10.1, in the event that the business assets of TTNC (or a substantial part of them) are transferred to a third party as part of a business sale, any personal data provided by the Customer to TTNC will be disclosed to and may be transferred to that third party.

10.3 The data that TTNC collects from the Customer may be transferred to, and stored at, a destination outside the European Economic Area ('EEA'). It may also be processed by staff operating outside the EEA who work for TTNC or for one of its suppliers. Such staff may be engaged in, among other things, the fulfillment of the Customer's order, the processing of payment details and the provision of support services. By submitting personal data, the Customer agrees to this transfer, storing or processing. TTNC will take all steps reasonably necessary to ensure that the Customer's data is treated securely.

10.4 Unfortunately, the transmission of information via the internet is not completely secure. Although TTNC will do its best to protect personal data, it cannot guarantee the security of the Customer's data transmitted to the TTNC website; any transmission is at the Customer's own risk. Once TTNC has received the Customer's information, it will use strict procedures and security features to try to prevent unauthorized access.

11 INTELLECTUAL PROPERTY

11.1 All Intellectual Property Rights arising out of or in connection with the Services are the exclusive property of TTNC.

11.2 The Customer hereby grants a non-exclusive, irrevocable, royalty-free, worldwide licence to TTNC for the entirety of the period for which the Customer holds an Account with TTNC and for 6 months thereafter to use any trading name used by the Customer, whether or not the name is a registered trade mark, and any Logo for the purpose of identifying the Customer on the TTNC website as using the Services.

12 SUSPENSION OR DISCONNECTION OF SERVICES

12.1 TTNC may suspend or disconnect all or part of any Services provided to a Customer at any time, without notice, for so long as reasonably required in the event that:

12.1.1 The Customer's Call Charge Balance (where appropriate) reaches £0 (zero pounds) or is in negative balance; or

12.1.2 The Customer's Account is in arrears in relation to any payments due to TTNC; or

12.1.3 If any of the Customer's contact information is incomplete or invalid, or TTNC is not satisfied that sufficient information has been provided, in particular if the Customer's email address or Call Forwarding destination is invalid; or

12.1.4 The Customer is in material breach of these Conditions or any other agreement between the Customer and TTNC; or

12.1.5 The Customer acts in such a way or permits anything to be done which, in the reasonable opinion of TTNC, relates to the Services and may impair or jeopardise the operation of the Services or any part of the Telecommunications Network; or

12.1.6 TTNC is, or reasonably considers that it is, required to do so directly or indirectly by law, the Operator, Ofcom or PhonepayPlus; or

12.1.7 Such suspension or disconnection is required for modification or maintenance of any equipment, software or other resource used by TTNC to provide the Services or in case of emergency; or

12.1.8 TTNC has reason to believe the Services are being ordered or are being used in an unlawful, fraudulent or improper manner; or

12.1.9 Whenever TTNC, in its reasonable opinion, deems it is required to do so.

12.2 The Customer shall remain liable for all charges during any period that their Number or Service is suspended or disconnected where such suspension or disconnection is attributable to the actions or omissions of the Customer.

13 TERMINATION OF AGREEMENT

13.1 TTNC may terminate the Contract with immediate effect by giving notice to the Customer if:

13.1.1 the End User's or Customer's Account remains suspended, for whatever reason, for a period of 28 days or more; or

13.1.2 TTNC is unable to make contact for a period of 28 days by email or telephone using the Required Information with the End User or Customer; or

13.1.3 the Customer is in material breach of the terms of these Conditions and, if capable of remedy, does not remedy this breach within 7 days of the email notification provided by TTNC to the email address in the Required Information specifying the breach and the action required to remedy it; or

13.1.4 any licence, permission, agreement or authorisation granted to the Operator or to TTNC necessary for the provision of the Services is suspended, revoked or terminated; or

13.1.5 a Number or Service is being used to commit or encourage a criminal offence; or

13.1.6 the Customer or End User sends, receives, posts or publishes, whether using TTNC's Services or otherwise, any material which is or may be construed as being obscene, pornographic, threatening, malicious, harmful, abusive, offensive, defamatory, indecent, menacing or in breach of confidence, copyright, privacy or any other Intellectual Property Rights; or

13.1.7 the Customer or End User is using a TTNC Number for a Calling Card Service, International Access Number or a Dial-Through Service; or

13.1.8 Ofcom, or any other such body with the power from time to time to do so, revokes TTNC's right to use any or all of the Numbers that have been allocated to the Customer.

13.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

13.2.1 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or

13.2.2 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

13.2.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or

13.2.4 the other party (being an individual) is the subject of a bankruptcy petition or order; or

13.2.5 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

13.2.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company); or

13.2.7 a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver; or

13.2.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or

13.2.9 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 13.2.1 to Condition 13.2.8 (inclusive); or

13.2.10 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

13.2.11 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.

13.3 TTNC has the right to terminate the Contract or suspend the Services at any time by giving 30 days' prior notice to the Customer.

13.4 If a Number or Service remains unused for a period of 90 days or more TTNC reserves the right to Recover the Number.

13.5 A Customer may terminate the Contract at any time by email notification to accounts@ttnc.co.uk. The relevant Account shall be closed, and the Contract terminated once any outstanding Charges have been paid and once TTNC have notified the Customer that the Account has been deleted and any Numbers Recovered.

13.6 If a Customer opts to delete a Number that has been allocated to their Account, the Number will be deleted from their Account and will not be allocated to another Account until such a time as TTNC decides it is appropriate for that number to be made available for someone else to use.

13.7 Refunds will only be given where TTNC, in its sole discretion, considers it appropriate. For the avoidance of doubt, no refunds will be given in the event of any of the following:

13.7.1 A Customer decides to terminate the Contract.

13.7.2 A Customer deletes a Number or Service from their Account.

13.7.3 TTNC decides to terminate the Contract in accordance with these Conditions.

14 CONSEQUENCES OF TERMINATION

14.1 On termination of the Contract for any reason:

14.1.1 the Customer shall immediately pay to TTNC all of TTNC's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, TTNC shall submit an invoice, which shall be payable by the Customer immediately on receipt;

14.1.2 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, 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

14.1.3 Conditions which expressly or by implication have effect after termination shall continue in full force and effect.

15 GENERAL

15.1 Force majeure:

15.1.1 For the purposes of these Conditions, **Force Majeure Event** means an event beyond the reasonable control of TTNC including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of TTNC or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

15.1.2 TTNC shall not be liable to the Customer as a result of any delay or failure to perform its obligations under these Conditions as a result of a Force Majeure Event.

15.1.3 If the Force Majeure Event prevents TTNC from providing any of the Services for more than 7 days, TTNC shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.

15.2 Assignment and subcontracting:

15.2.1 TTNC may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

15.2.2 The Customer shall not, without the prior written consent of TTNC, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.3 Waiver:

15.3.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.3.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

15.4 Severance:

15.4.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15.4.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.5 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 TTNC shall send all invoices and serve any notices on the Customer pursuant to these Conditions by email to the email address supplied by the Customer or any other address provided by the Customer to TTNC for this purpose from time to time.

15.7 The Customer shall serve any notice pursuant to these Conditions by email to TTNC at accounts@ttnc.co.uk.

15.8 All documents shall be deemed served on TTNC upon email confirmation of receipt.

15.9 Where two or more persons constitute the Customer their liability is joint and several.

15.10 TTNC may require a variation to these Conditions if so required by legislation, the Operator, Ofcom, PhonepayPlus or any similar authority.

15.11 Any dispute arising out of the Contract shall be dealt with in accordance with the Code of Practice. In the event that the procedure contained within the Code of Practice is unsuccessful or unsatisfactory, the dispute shall be referred to a single expert to be appointed by agreement between the parties or in default by the application of either party to the President for the time being of the Institute of Chartered Accountants. The experts' fees will be shared equally by the parties.

15.12 If a Customer is in breach of these Conditions and TTNC terminates the Contract as a result, TTNC may contact any End Users associated with the Customer's Account and will offer to provide the End User with the Services they had previously been receiving directly without any liability to the Customer whatsoever.

15.13 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.14 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter (other than as covered by Condition 15.11) or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with, English law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE 1

AUTOMATIC TOP UP

16 The Customer can activate the Automatic Top Up service by logging in to the Novero Platform™. It can be activated either by topping up, when the Customer will see an option to activate the service, or by allocating a saved card on their Account for the Automatic Top Up service.

17 Please note, if activated whilst topping up, the first payment will be made with the initiating transaction. It will be active as soon as this payment has been processed. In the case of activating by allocating a saved card, it will be active as soon as the change is confirmed by the Customer. By default, the Threshold shall be set at £5.

18 The Customer can change the amount of its Automatic Top Up, the Threshold on their account or the credit/debit card that is debited via the Novero Platform.

19 The Customer can email TTNC's customer services at support@ttnc.co.uk who will also be able to make amendments to the amount for any Automatic Top Up, the Threshold on the account or the credit/debit card that is debited.

20 If the Customer's credit or debit card details change at any time, the Customer should contact TTNC immediately or add the new details to their Account using the Novero Platform. If the Customer does not do this, payments to the Customer's Pay As You Go account may fail meaning that the balance will not be topped up. This may in turn lead to disruption to the Customer's Service.

21 By activating the Automatic Top Up service, the Customer confirms that the credit/debit card being used belongs to the Customer. Any credit/debit card used for the Automatic Top Up services will be subject to validation checks and authorisation by the Customer's card issuer. The Customer's details will be passed to third parties for the purposes of carrying out these checks and reporting any fraudulent activity.

22 TTNC is entitled to suspend or terminate any Customer's Automatic Top Up service at any time for any reason and will give the Customer reasonable notice of this where possible.

23 TTNC reserves the right to amend or vary the terms of this Schedule 1 or to withdraw the Automatic Top Up payment methods at any time on reasonable notice.

24 TTNC cannot be held responsible for payment failures or payment errors caused by third party software or third party systems.

SCHEDULE 2

CALL SHARE REVENUE

25 Call Share Revenue is payable on 0844, 0871, 09 Premium Rate and 070 Personal numbers.

26 In the case of 070 numbers, Ofcom does not allow revenue to be paid directly to the End User.

27 Revenue will only be payable should the number of inbound minutes received through the Number exceed the following:

27.1 For 0844 numbers, 2,000 daytime minutes per month.

27.2 For 0871 numbers, 1,000 daytime minutes per month.

27.3 For 09 and 070 numbers, 50 daytime minutes per month.

28 Revenue is not payable for an 0844 or 0871 number that is being forwarded to a mobile destination.

29 The minimum Revenue payment TTNC shall make is £50. If the Call Share Revenue due to a Customer is not more than £50, it is the Customer's responsibility to invoice TTNC at a time when their accrued Revenue exceeds £50.

30 The rate per minute at which Revenue will be calculated shall be agreed upon between TTNC and the Customer. It shall be the Customer's responsibility to ensure that such an agreement is reached before the relevant Number is used. No Revenue shall be payable to the Customer in respect of inbound minutes received prior to an agreement being reached in accordance with this paragraph.

31 TTNC shall provide adequate reporting to the Customer to enable them to calculate the Revenue due to them on a monthly basis. It is then the Customer's responsibility to provide TTNC with an

invoice for the appropriate amount of Revenue.

32 Call Share Revenue is paid on a monthly basis within 45 days of the receipt of the Customer's invoice by bank transfer. TTNC must receive an invoice from the Customer in order to pay Call Share Revenue.

33 TTNC shall be entitled to withhold Revenue due to the Customer:

33.1 Upon the suspension of the Service in accordance with the Contract.

33.2 If TTNC reasonably suspects the Customer is in breach of any term of these Conditions or any other agreement between the parties;

33.3 If TTNC reasonably suspects the Customer has increased its entitlement to Revenue by fraudulent or improper means;

33.4 If TTNC has not received the corresponding payment from the Operator.

34 TTNC shall be entitled to off set any charges due to TTNC against Revenue due to the Customer.

SCHEDULE 3

REFER-A-FRIEND SCHEME

35 Any direct TTNC retail customer can participate in the 'Refer-a-Friend' scheme (**the Scheme**).

36 There is no minimum period to have held an Account with TTNC to participate in the Scheme. The only requirement is that the Referrer's Account is not suspended for any reason that TTNC deems fit for the Referrer to be ineligible to participate.

37 Anyone who is not an existing Customer of TTNC can participate in the Scheme by first placing an Order with TTNC subject to these Conditions.

38 To participate in the Scheme, the Referrer must provide their TTNC customer reference number to their Referred Individual. This can be done by any means they wish.

39 The Referred Individual will be asked during the Order process to provide the Referrer's TTNC customer reference number in order for the Referrer to benefit from the Scheme. If the Referred Individual has followed links provided by the Referrer, such as from an email or referral button TTNC has provided to the Referrer, the Referrer's TTNC customer reference number will be automatically populated in the correct field.

40 Subject to the requirements included in this Schedule, the Referrer will receive £10 of call credit. This will be added automatically to their existing Call Charge Balance.

41 Notification will be provided to the Referrer and an invoice will be placed in their Account for the purposes of auditing.

42 The Referrer will receive £10 of call credit for every Referred Individual that provides the Referrer's

TTNC customer reference number when completing their FIRST Order only.

43 TTNC reserves the right to deem either the Referrer or Referred Individual as ineligible to participate in the Scheme at its sole discretion and without notice.

44 Referred Individuals will receive £5 of call credit as part of this Scheme once their first Order is complete. Notification will be provided to the Referred Individual and an invoice will be placed in their Account for the purposes of auditing.

45 A Referred Individual can subsequently go on to participate in the Scheme as a Referrer, once their account with TTNC is set up.

46 Call credit earned through participation in the Scheme may not be redeemed for cash. Any call credit earned in the Scheme is non-refundable and non-transferable.

47 TTNC reserves the right to deduct any call credit allocated as part of the Scheme at our sole discretion and without notice.

48 There are no limits to how many unique Referred Individuals can use one Referrer's TTNC Customer Reference Number.

49 TTNC reserves the right to modify or otherwise change the terms of this Schedule at any time as it sees fit. TTNC shall make such modifications by way of publishing revised terms on the TTNC website. Customers shall be deemed to have accepted any modifications as published from time to time.

50 Customers wishing to take part in the Scheme are deemed to have accepted the terms of the Scheme in the form published on the TTNC website at the date the Referred Individual's Order is received by TTNC.

SCHEDULE 4

PROFESSIONAL VOICE RECORDING

51 The Customer can order Call Management Services from TTNC through the Novero Platform. Some of these services require recordings as part of their set up. TTNC can provide professional voice recording (**PVR**) services for these purposes.

52 In order to engage TTNC's PVR services, the Customer must provide TTNC with a script of what is to be recorded by email to sales@ttnc.co.uk. TTNC will then respond by email giving the Customer a quote to produce the recording of that script (**the Recording**).

53 If the Customer wishes to proceed with the PVR service on the basis of the quote provided, the Customer must then make the relevant payment through the Novero Platform.

54 Following receipt of the relevant payment, TTNC will arrange for the Recording to be made and,

once completed, will upload the file to the Customer's Account or, at the request of the Customer, will send the Recording to the Customer in such format as is required.

55 The Customer is responsible for checking the accuracy and quality of the Recording and should notify TTNC immediately if it becomes aware of any defect or other issue with a Recording. Such notification should include details of exactly what action the Customer considers is required to rectify the relevant issue.

56 TTNC will use its reasonable endeavours to rectify any defect, mistake or other issue with a Recording that is brought to its attention by a Customer.

57 As between TTNC and the Customer, any Intellectual Property Rights in a Recording produced in accordance with these Conditions shall be the exclusive property of TTNC. The Customer's use of any such recording shall be on the basis of a non-exclusive licence which is granted for such time as the Customer holds an Account with TTNC.



The Telephone Number Company

Terms and Conditions

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