

Gradwell Communications Limited – Standard Terms

Version 4.0 — Last updated January 2020

I. Definitions and interpretation

I.1. The following definitions and rules of interpretation apply in these Standard Terms:

“**Additional Termination Charge**” has the meaning given to it in clause 15.5;

“**Annex**” or “**Annexes**” has the meaning given to it in clause 2.1;

“**Applicable Data Protection Legislation**” means the EU General Data Protection Regulation (EU) 2016/679 (“GDPR”), read in conjunction with, and subject to, any applicable UK national legislation that provides for specifications or restrictions of the GDPR’s provisions, or from the date of its implementation, any applicable legislation that supersedes or replaces the GDPR in the UK or which applies the operation of the GDPR as if the GDPR were part of UK national law, which may include (without limitation) the Data Protection Act 2018, the European Union (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;

“**Business**” means where you are not a Consumer and you buy Goods and/or Services from us for purposes that are wholly or mainly within your trade, business, craft or profession (and this includes where you are an organisation which operates for charitable purposes);

“**Call Tariffs**” mean the rates we charge you on a pence per minute basis for calls you make using our telephony Services;

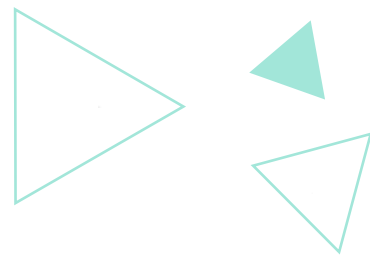
“**Charges**” mean the money you agree to pay us under these Standard Terms in exchange for the Goods and/or Services;

“**Consumer**” means where you are an individual who buys Goods and/or Services from us for purposes that are wholly or mainly outside your trade, business, craft or profession.

“**Contract**” means the relevant contract(s) between us and you for each item of Goods and/or each Service purchased under these Standard Terms;

“**Control Panel**” means the secure section of the Website where you can log-in and, amongst other things, access your Gradwell account and add, amend, and manage the relevant Services which you have purchased from Gradwell;

“**Customer Status**” has the meaning given to it in clause 7.3;



“**Data**” means information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form that you generate, store, transmit or use in connection with the Services;

“**Data Controller**” has the meaning given to it in the Applicable Data Protection Legislation;

“**Early Termination Charge**” means a charge we may impose on you in accordance with clause 15.5;

“**e-Sales**” has the meaning given to it in clause 4.1;

“**Fair Use Policy**” means Gradwell’s requirements and stipulations for fair use of the relevant Services made available at <http://www.gradwell.com/fup/> which may be amended from time to time

“**Goods**” means the hardware you purchase from us as detailed in the relevant Order Confirmation (and Order Form where applicable);

“**Gradwell**” / “**we**” / “**our**” / “**us**”: means Gradwell Communications Limited, company number 03673235, more fully described in clause 3;

“**Internet**” means the global data network comprising interconnected networks in connection with which the Services are supplied;

“**Law**” means:

(a) any law, statute, regulation, instruction, guideline, determination, designation or code of conduct having force of law of any governmental, supranational or other regulatory authority or agency of competent jurisdiction; or

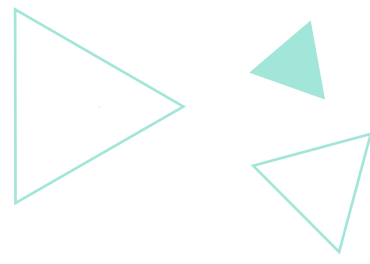
(b) any term in any regulatory or governmental license, authorisation, consent, permission, approval or guidance;

“**Main Body Terms**” mean the Standard Terms excluding the Annexes;

“**Malware**” means ‘logic bombs’, ‘worms’, ‘viruses’, ‘trojans’, ‘spyware’, ‘adware’ or any software or computer code having the same or similar effect (those expressions having the meanings as they are generally understood within the computing industry);

“**Master Contact Details**” has the meaning given to it in clause 4.14;

“**Minimum Contract Period**” means in relation to the relevant Contract, the minimum period for which you commit to receive and pay for the Services in accordance with clause 15.2, commencing either from the relevant point specified under clause 15.2 or the point at which the Contract is renewed in accordance with clause 15.3 or 15.4. Terminating your Contract before the relevant Minimum Contract Period has expired will result in you needing to pay us an Early Termination Charge in accordance with clause 15.5;



“**Order Form**” means the relevant form(s) issued by Gradwell which you can complete and return to us to place an order for Services under our Telesales process. The Order Form may include important details about your order such as things you must do, or must allow us or our suppliers to do, in order to be able to provide the relevant Goods or Services to you, and it may specify additional or standard Charges that are not contained on the Order Confirmation. When accompanied by a corresponding Order Confirmation, such provisions on an Order Form are contractually binding under these Standard Terms;

“**Order Confirmation**” means the document we email to you in accordance with clauses 4.6.1 or 4.6.2 accepting your order and which specifies the relevant details of your order (such as what has been purchased, the price and the Minimum Contract Period) and which bears a date of the order acceptance plus your electronic signature;

“**Party**” means, as required by the context, either you or us, and “Parties” means both you and us;

“**Personal Data**” has the meaning given to it in the Applicable Data Protection Legislation;

“**Privacy Policy**” means the document available at <http://www.gradwell.com/privacy> (that may be amended from time to time) which sets out the nature and scope of your Personal Data in relation to which Gradwell is a Data Controller, and provides details as to how Gradwell will deal with that Personal Data;

“**Purchase Date**” has the meaning given to it in clause 13.1;

“**Quotation**” has the meaning given to it in clause 4.4;

“**Select Partner**” means the relevant third party who has been selected and approved by Gradwell to act as an intermediary in the sale of Gradwell’s Goods and Services under the terms of a select partner agreement, but where the contractual relationship for the purchase and use of the Goods and Services is between you and Gradwell;

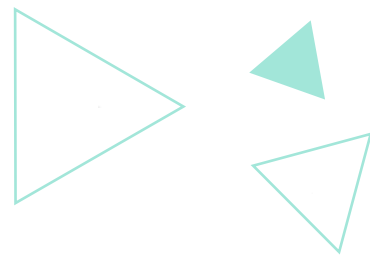
“**Services**” means the communications and IT services that you purchase from us as detailed in the Order Confirmation (and Order Form where applicable), which include, but are not limited to, voice services, broadband services and Microsoft Office 365 services;

“**Standard Terms**” means the terms and conditions set out here including all relevant Annexes;

“**Support Team**” means the support engineers employed or instructed by Gradwell to provide technical support in relation to our Goods and Services;

“**Telesales**” has the meaning given to it in clause 4.1;

“**Traffic Management Policy**” means the measures we may exercise as part of managing the internet connectivity Services we supply to you, as set out at <https://www.gradwell.com/traffic-management-policy/> which may be amended from time to time;



“**You**” means you, the customer, who purchases Goods/Services from Gradwell under these Standard Terms (and “**your**” should be interpreted accordingly);

“**Website**” means our web presence at www.gradwell.com (including any associated website, web-page, or sub-page of that website); and

“**Working Day**” means any day which is not a Saturday, a Sunday or a bank or public holiday in England.

1.2. All headings are for convenience, have no legal effect and should be ignored when interpreting these Standard Terms.

1.3. The singular includes the plural and vice versa; references to any gender include every gender; and references to persons include corporations, partnerships and other unincorporated associations or bodies of persons.

1.4. Any reference to a “clause” is to a clause of the Main Body Terms, and any reference to a “paragraph” is to the paragraph of the relevant Annex, unless the context requires otherwise.

1.5. A reference to any provision of any enactment will be construed as a reference to that provision or enactment as amended, re-enacted or extended at the relevant time.

1.6. The definitions contained in the Interpretation Act 1978 apply (unless a specific definition has been included or the context requires otherwise) in interpreting words and phrases used in these Standard Terms.

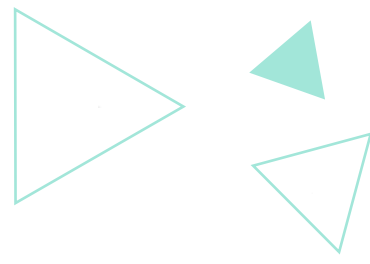
1.7. When we use the words “writing” or “written” in these Standard Terms, this will include email unless we say otherwise.

1.8. References to these Standard Terms or any other document are to these Standard Terms or that document as amended from time to time.

2. Our contract with you

2.1. These are the terms and conditions on which we will supply Goods and Services to you, and include a number of Service-specific annexes (“**Annexes**”) which apply where you buy any relevant Service from us.

2.2. Where you buy from us as a Business (i.e. not as a Consumer), the relevant Goods or Services may be used within your business for the purposes for which communications services and associated hardware are typically used. You may grant access to your employees, workers, consultants, volunteers for these purposes, but you should note that you are liable for all use of the Services associated with your account under clause 7.7. You are not permitted to resell any of the Goods or Services sold under these Standard Terms (whether you act as a Business or a Consumer).



2.3. You should print a copy of these Standard Terms or make an electronic copy of them for future reference.

2.4. These Standard Terms may change from time to time in accordance with clause 14.

3. Information about us and how to contact us

3.1. We are a company registered in England and Wales. Our company registration number is 03673235 and our registered office is at Westpoint, James Street West, Bath, BA1 2DA.

3.2. You can contact us by email on support@gradwell.com, telephone +44 (0)1225 800 888, fax +44 (0)1225 800 801.

3.3. If you have any questions or complaints, please contact us. You can contact us by telephoning our customer service team on our advertised number or by emailing us at support@gradwell.com. You should also read the customer complaints section of these terms under clause 9.

3.4. If you wish to contact us in writing, or if any clause in these Standard Terms requires you to give us notice in writing (for example, to terminate the Contract), you can send this to us by email, by hand, or by pre-paid post in accordance with clause 18. If we have to contact you or give you notice in writing, we will do so in accordance with clause 18.

4. Order process and your right to cancel

4.1. You can purchase Goods and Services from us either through our online store on our Website (“e-Sales”) or by calling and speaking over the phone to one of our sales representatives who, if you decide to proceed, will send you the documents specified in clause 4.4 (“Telesales”).

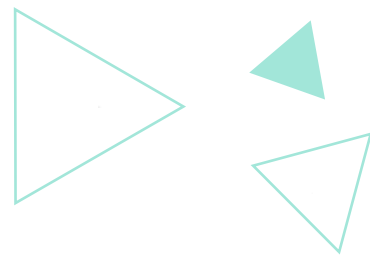
Prices

4.2. The prices for our Goods and Services are:

4.2.1. In the case of e-Sales, those which are set out on the Website at the date on which you purchase the relevant Goods or Services in accordance with clause 4.6 and 4.6.1, and will be confirmed on the Order Confirmation; or

4.2.2. In the case of Telesales, those which are set out on the Order Form and Quotation, and will be confirmed on the Order Confirmation. Please note that the Order Form may include important details about your order such as things you must do, or must allow us or our suppliers to do, in order to be able to provide the relevant Goods or Services to you, and it may specify additional or standard Charges that are not contained on the Order Confirmation. When accompanied by a corresponding Order Confirmation, such provisions on an Order Form are contractually binding under these Standard Terms.

4.3. Prices on the Website and other promotional material are updated periodically and cannot be guaranteed for any period of time. Our Website contains a large number of Goods and Services. It is



possible that, despite our reasonable efforts, some of the Goods or Services on our Website may be incorrectly priced. If we discover an error in the price of the Goods or Services you have ordered, we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods or Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing.

Contract formation

4.4. In the case of Telesales, the sales representative will send you an Order Form to complete, sign and return to us. The Order Form will be accompanied by a quote document outlining the various Goods and Services we are proposing to sell to you, the price(s), the Minimum Contract Period of the Contract(s) and certain other details (“**Quotation**”). If you have not bought Goods or Services from Gradwell before, you will also be sent an account creation form that you will be asked to complete and return to us and you must specify your Customer Status on this form.

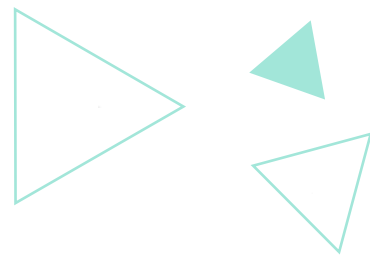
4.5. By placing an order via the Website (or sending us a completed Order Form in the case of Telesales), you are making an offer to purchase the relevant Goods or Services in accordance with these Standard Terms.

4.6. When we receive your e-Sales order (or completed Order Form in the case of Telesales), we will conduct a number of checks including, without limitation, checks on our geographical coverage, your credit rating and the capabilities of your telephone line. If, following our checks, we are satisfied that we can provide the Goods and Services you ordered, we will:

4.6.1. In the case of e-Sales, send you an email with your Order Confirmation, confirming that we accept your offer and the Contract will be formed at this point; or

4.6.2. In the case of Telesales, we will email you a secure link through which you can access our Website when you are ready to complete your purchase as set out on the Quotation and Order Form. Accessing the secure link will guide you to our digital signature service provider and allow you to add your signature to the Quotation recording your binding commitment to buy. Once you have completed the necessary steps, you will be emailed an updated version of the Quotation, to which your electronic signature and the date will have been added, and this updated document is the Order Confirmation. The Contract will be formed once the Order Confirmation has been sent to you. For purchases of ‘add-ons’ or similar supplementary services (such as additional phone numbers for use with voice services), you will be emailed an Order Confirmation in accordance with clause 4.6.1 instead of the updated Quotation document specified in this clause 4.6.2.

4.7. Please note that the Order Form may include important details about your order such as things you must do, or must allow us or our suppliers to do, in order to be able to provide the relevant Goods or Services to you, and it may specify additional or standard Charges that are not contained



on the Order Confirmation. When accompanied by a corresponding Order Confirmation, such provisions on an Order Form are contractually binding under these Standard Terms.

4.8. If you have not received an Order Confirmation within 5 Working Days of either placing your order for e-Sales or of completing the electronic signature process for Telesales, please contact our Support Team by calling our advertised number .

4.9. A separate Contract will be formed for each item of Goods and for each individual Service you order. We will commence the provision of the Services promptly and we will notify you by email when we expect the Services to be activated (this is when the relevant Service is capable of being used by you for the purpose for which a service of that nature is typically used). The activation of Services on a specific date is not guaranteed and we will have no liability in respect of any failure to commence the supply of Services by a given date.

4.10. If you become aware of an error in your order, you should contact us immediately and make us aware of the issue.

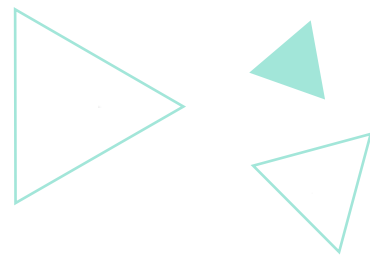
Order cancellations

4.11. Where you are a Business, once the Contract has been formed in accordance with clause 4.6, you may only cancel your order for Goods or Services) if you pay the relevant Early Termination Charge in accordance with clause 15.5 . To request cancellation of your order, you should call us on our advertised number. Any Goods to be returned to us should be sent back to us at your risk and expense in accordance with paragraph 4 of the Hardware Portfolio Annex. We will process any order cancellation request promptly and refund you as appropriate in accordance with Law. This may include us making a deduction from the refund amount to reflect the costs associated with us providing the Service to you during the cancellation period.

4.12. Where you are a Consumer, you have a 14-day window to cancel your Contract for Goods or Services as specified in clause 15.6. Any Goods to be returned to us should be sent back to us at your risk and expense in accordance with paragraph 4 of the Hardware Portfolio Annex. We will process any order cancellation request promptly and refund you as appropriate in accordance with Law. This may include us making a deduction from the refund amount to reflect the costs associated with us providing the Service to you during the cancellation period.

4.13. Without affecting clauses 4.11 and 4.12, once the Contract is formed, it will continue for the relevant period specified in clause 15.

4.14. When ordering Services, you must provide us with a valid email address and telephone number which you must maintain and monitor regularly for messages (“**Master Contact Details**”). We will keep your Master Contact Details on file and we will use these to communicate with you on all matters in connection with these Standard Terms. You can update your Master Contact Details via the Control Panel at any time.



5. Goods: delivery, returns and warranties

5.1. Details concerning the delivery and returns of Goods, and any warranties provided in respect of Goods, are set out in the Hardware Portfolio Annex.

6. Services

6.1. In providing the Services, we shall use the reasonable skill and care that may be expected from a competent communications provider and shall take steps to ensure the Services are fault free and uninterrupted so far as is reasonably practicable.

6.2. However, it is not a condition of the Contract, nor do we warrant or guarantee that the Services will be uninterrupted, secure or error-free.

6.3. Where an Annex expressly states that a service level agreement (SLA) applies in respect of the Services, it will not constitute a breach of the Contract if the Services fail to meet the specified levels and the only remedy available to you for that breach will be the payment of service credits specified in the relevant SLA.

6.4. You acknowledge and agree that:

6.4.1. The Services were not designed with your individual requirements in mind and it is your responsibility to determine whether the Services will meet your needs; and

6.4.2. We rely on third parties to deliver telephone calls and other communications associated with the Services to and from our network. The performance of such third parties and their equipment is a matter beyond our reasonable control (as more fully described in clause 11.4). We may have to suspend the Services for emergency repairs, maintenance or improvement without prior notice. If we do so, we will restore them as quickly as reasonably practicable.

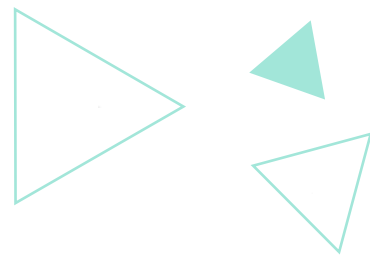
7. Your obligations

General obligations

7.1. You must comply with our reasonable instructions and requests concerning the Services and you must use the Services in accordance with the Fair Use Policy which shall apply to any use of the Services we supply to you.

7.2. You must provide us with up to date contact details of at least one named representative (including email addresses) with whom we are authorised to deal and promptly notify us of any changes in these details. We rely on this information for various reasons including the transmission of Service renewal notices and other important information concerning the Services. You must update us promptly if your address changes.

7.3. When your Gradwell account is created, you will be asked to confirm (acting honestly and in good faith):



7.3.1. whether the Goods and Services you are ordering from us are to be used by you as a Consumer or Business; and

7.3.2. where you specify you are a Business, you will be asked to confirm whether you have a) 10 or fewer employees, volunteers or similar persons, or b) more than 10,

(your “**Customer Status**”).

7.4. Your Customer Status will influence whether certain clauses of the Standard Terms apply to you. You must update us promptly if your Customer Status changes.

7.5. Where we believe (acting reasonably) that you have inaccurately reported your Customer Status to us, we may ask you to provide information to substantiate your reported Customer Status. If we remain unsatisfied with your response (acting reasonably), we reserve the right to amend your Customer Status on our records accordingly and to apply the Standard Terms to you in view of that revised Customer Status. We will notify you in writing if we revise your Customer Status in this way. Any dispute that occurs in connection with this clause 7.5, will be handled in accordance with the dispute resolution process set out at clause 0.

7.6. You acknowledge and agree that we may exercise our Traffic Management Policy, and you agree to bring it to the attention of those persons you permit to use the relevant Services.

7.7. You are responsible for all activity and Charges associated with your Gradwell account. This will include activity that is malicious or fraudulent (as well as associated Charges from that activity) which we reasonably believe is attributable to your negligence, or your failure to act in accordance with these Standard Terms or with any relevant security advice or instructions we have given or made available to you.

Security obligations

7.8. You must:

7.8.1. keep your username, password and other security information secure (and we may change these, or request that you change these, at any time when we consider it necessary for security purposes);

7.8.2. if requested use your username and password when giving instructions (and we are authorised to comply with instructions containing your username and password);

7.8.3. take reasonable steps in respect of matters in your control (in line with our instructions and advice) to minimise any risk of security breaches in connection with the Services;

7.8.4. notify us as soon as reasonably practicable, of any unauthorised access to your account or security details of which you become aware; and



7.8.5. comply with our security checks and authorise us to run automated scanning checks from time to time to help identify possible security vulnerabilities in the hardware and/or software configurations you use in connection with the Services. The information visible to us when running these checks is limited to what would be available to any other user on the public Internet and these checks are carried out purely with a view to improving your security. Any Data visible to us when we carry out these checks will be used solely for determining levels of security and will be handled in accordance with clause 17.

7.8.6. For the avoidance of doubt, in accordance with clause 7.7, you will be responsible for any Charges associated with your Gradwell account which we reasonably believe are attributable to your failure to act in accordance with any relevant security advice or instructions we have given or made available to you.

8. Restrictions

8.1. You must not use the Services in a way which contravenes the provisions of any relevant Annex.

8.2. You must not use the Services (or permit them to be used) for any illegal or unlawful purpose under any relevant Law. This may include, without limitation:

8.2.1. sending menacing, offensive, defamatory, obscene, indecent or abusive communications using the Services; and

8.2.2. using the Services to create or send Malware.

8.3. Without affecting clause 8.2, you are solely responsible for ensuring that your use of the Services does not contravene any relevant Law relating to the sending of unsolicited communications.

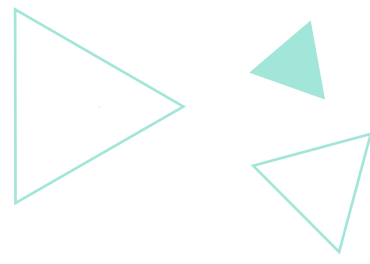
8.4. You warrant that your use of the Services will not infringe any third party intellectual property or other rights.

8.5. If your use of the Services contravenes the provisions of any relevant Annex, usage cap or is otherwise having what we consider (acting reasonably) a material adverse effect on the Services, we may (in addition to any other rights we have under these Standard Terms) do any of the following:

8.5.1. suspend the relevant Services immediately; and/or

8.5.2. arrange with you to change the Services and/or the associated usage caps you receive which may result in you paying higher Charges.

8.6. You agree to comply with the terms of any relevant software licence or similar agreement that we bring to your attention which relates to any software we provide to you as part of or in connection with the Services.



9. Complaints and dispute resolution

9.1. We are committed to providing excellent service and we try to deal with any complaint fairly and within a reasonable period of time. However, if you are unhappy with any aspect of the service we provide to you, please contact us so we can investigate and do our utmost to resolve the issue. We operate a complaints procedure to help ensure that any complaints are dealt with efficiently and to your satisfaction. Our complaints and dispute resolution procedure is published as part of our Code of Practice available on our Website and should you wish to receive a hard copy this, you should email your request to concerns@gradwell.com.

9.2. If you are unhappy with the way we have sold, provisioned or delivered the Service to you, you should:

9.2.1. In the first instance, telephone us on our advertised support number or write via email to support@gradwell.com. We aim to respond to emails within 24 hours. Please ensure you retain the reference number the Support Team provide you with. Our Support Team will do their utmost to successfully resolve any problems at the point of first contact, but where this is not possible, we will agree a course of action with you.

9.2.2. If you remain unhappy with the way in which your complaint has been handled in the first instance, you may contact the Customer Support Manager via concerns@gradwell.com mentioning your case reference number. They will respond and aim to resolve your complaint within 2 Working Days.

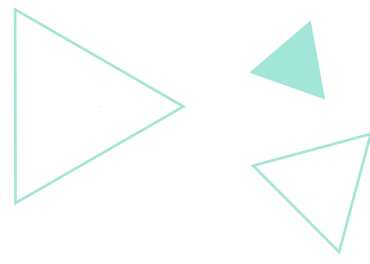
9.2.3. If the Customer Support Manager is unable to resolve the issue to your satisfaction, you may escalate your concern to the Chief Executive by emailing concerns@gradwell.com. We will aim to respond to you within 2 Working Days.

9.3. As part of investigating and addressing any complaint you make, we will inform you in writing about the outcome within 7 Working Days of the investigation ending.

9.4. Please note that in all cases, we ask that you mention your incident reference number in all correspondence, and that you work with our management team to resolve your concern. In the unlikely event that your complaint has not been resolved by Gradwell to your satisfaction within a period of eight weeks, or if during the process of investigating your complaint you believe the situation has reached a deadlock, you may refer your complaint to the Ombudsman Service for independent consideration. The Ombudsman Service will make an independent decision based entirely on the merits of the complaint.

9.5. More information on the Ombudsman Service is available on their website www.ombudsman-services.org, or you can write to them at the following address: Ombudsman Services: Communications, PO Box 730, Warrington, WA4 6WU.

9.6. You can also call them Monday to Friday between 9am-5pm, or you can email, fax, textphone or write to them. Contact details: Phone: 0330 440 1614, Email: osenquiries@os-communications.org.



9.7. Nothing in this clause 9 will prevent us from exercising our any of our rights under clause 13 if you fail to pay the Charges in accordance with these Standard Terms.

10. Matters beyond reasonable control

10.1. If either Party is prevented, hindered or delayed from performing any obligation under these Standard Terms because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the relevant Party is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other Party for any resulting failure, delay, defect or omission in performing its obligations under these Standard Terms.

10.2. We will not be liable for any failure or delay in supplying the Services to you if:

10.2.1. another supplier on whom we are reliant to supply the Services delays or refuses the supply of an electronic communications service to us and no alternative service is reasonably available at reasonable cost; or

10.2.2. legal or regulatory restrictions are imposed that prevent us from supplying the Services.

10.3. If any of the events detailed in clauses 10.1 or 10.2 materially affects the performance of the Contract and continues for more than three months, then either Party may terminate the Contract immediately in (in respect of some or all of the Services) by providing written notice to the other.

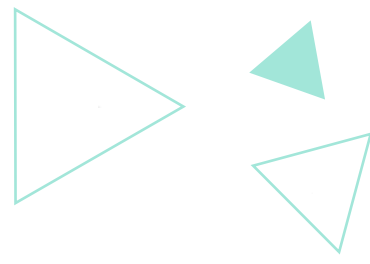
11. Limitation of liability

11.1. Nothing in these Standard Terms in any way excludes or restricts our liability for negligence causing death or personal injury, for fraudulent misrepresentation or for anything which may not be validly restricted under English Law. Your statutory rights are unaffected.

11.2. For any one event or a series of events, our maximum liability in contract, tort (including negligence) or otherwise under or in connection with these Standard Terms, is limited as follows:

11.2.1. in the case of Goods, to the Charges for the relevant Goods (excluding VAT), or, where applicable, to the replacement or repair of the relevant Goods under the Hardware Portfolio Annex; and,

11.2.2. in the case of Services, to 125% of the Charges for the relevant Services (excluding VAT) during the duration of the event(s) complained of.



11.3. In no event (including our own negligence), and even if we have been advised of the possibility of such losses, will we be liable for any:

11.3.1. loss of profit, contract, business or anticipated savings;

11.3.2. loss of goodwill or reputation;

11.3.3. special, indirect or consequential loss;

11.3.4. damage to or loss of Data or other information; or

11.3.5. interrupted communications.

11.4. We will have no liability for goods and/or services provided by third parties or for any type of loss or damage which is the result of any act or omission of any third party (including, without limitation, engineers from BT Openreach or any similar entity).

11.5. We will not be liable for any delay or failure in the performance of our obligations under these Standard Terms where such delay or failure is attributable to matters beyond our reasonable control as set out under clause 10.

11.6. To the fullest extent permitted by Law, we exclude all terms implied by Law that are not expressly set out in these Standard Terms including, without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose. Your statutory rights are unaffected.

12. Indemnity

12.1. You agree to indemnify us against any claims or legal proceedings that are brought or threatened against us by a third party because you have used the Service in a way which is, or has been, in breach of clauses 7 or 8.

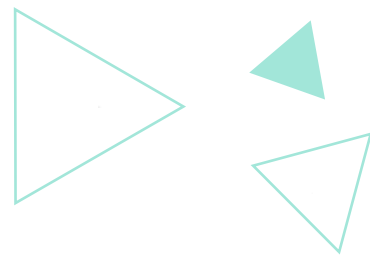
13. Payment

13.1. When you purchase or renew any Goods or Services, we will provide you with an invoice (in addition to the Order Confirmation) detailing the effective date of the purchase (the “**Purchase Date**”). Your invoice will be provided to you via the Control Panel and/or by email.

13.2. We will specify on the Order Confirmation and invoice whether the Goods and Services must be paid for in advance or in arrears. Where Goods and Services are to be paid for in arrears, we may impose a suitable credit limit on your use of the Services (determined at our discretion, acting reasonably) and/or require a deposit from you as security.

Payment in advance

13.3. Where paying in advance, Charges for Goods and Services must be paid by direct debit, cheque, BACS, credit card or debit card.



Payment in arrears

13.4. Where paying in arrears, Charges for Goods and Services must be paid within 14 days of the date of our invoice by one of the following methods:

13.4.1. if paying monthly, by direct debit, credit card or debit card; or

13.4.2. if paying annually, by direct debit, cheque, BACS, credit card or debit card.

13.5. If you fail to pay the Charges in accordance with these Standard Terms, the following procedure will apply:

13.5.1. We may suspend your Services at any time. Please note that if payment from your credit/debit card or direct debit mandate fails, our system will automatically and immediately prevent you from making outbound phone calls until the relevant payment is successfully made. Your ability to receive inbound calls will be unaffected. Our voice platform will send you automated email warnings at usage milestones as any credit you have registered with us is consumed; and

13.5.2. We will send you email reminders for up to 45 days after the Purchase Date inviting you to make payment as soon as possible. If payment is not made within 45 days of the Purchase Date, your Gradwell account will be deleted and will be incapable of reactivation.

13.6. All Charges remain payable where we suspend the Services in accordance with clause 13.5. If your Services have been suspended, they will not be usable until payment is made and the Services have been reactivated.

13.7. Payment of the Charges must be made without deduction or set-off.

13.8. All Charges are non-refundable unless otherwise stated.

13.9. We reserve the right to charge you interest on any overdue Charges in accordance with the Late Payment of Commercial Debts Act 1998 or other applicable Law (determined at our discretion).

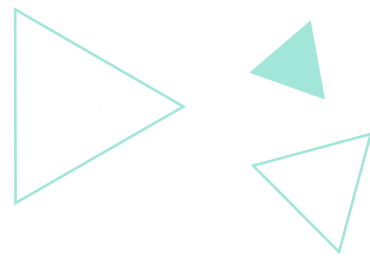
13.10. Where payment of the Charges is not made in accordance these terms, we may take all debt recovery measures available under Law that we consider appropriate.

14. Changes to the Standard Terms, the Charges and the Services

Changes to the Standard Terms

14.1. Every time you order Goods and Services from us, the Standard Terms in force and published on our Website at the date of your order will apply to the Contract.

14.2. We may amend these Standard Terms on giving you at least 31 days' notice in writing. Please look at the top of this page to see when these Standard Terms were last updated. If we both agree



(acting reasonably) that any such change is to your material detriment, you may end the Contract under clause 15.7 without penalty even if you are within the Minimum Contract Period, so that the amended contract terms will not apply to you.

Changes to the Charges

14.3. We may amend the Charges (excluding the Call Tariffs) on giving you at least 31 days' notice in writing. However, this notice requirement does not apply to our right to charge you for going over your usage cap in line with our Fair Usage Policy. If we both agree (acting reasonably) that a change to the Charges is to your material detriment, you may end the Contract under clause 15.7 without penalty even if you are within the Minimum Contract Period, so that the revised Charges will not apply to you.

14.4. We may amend the Call Tariffs at any time by giving you at least 7 days' notice in writing.

14.5. The Charges will also change if you change Services or if we charge you for going over your usage cap as set out in the relevant Annex.

14.6. We may also amend the Charges if required by Law or any competent regulatory authority. We will use our reasonable endeavours to provide you with notice in writing before any change to the Charges take effect under this clause 14.6.

Changes to the Services

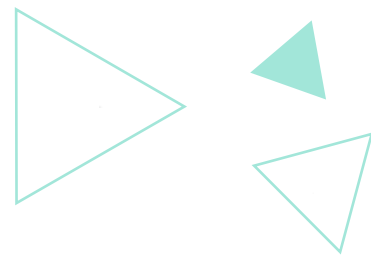
14.7. We may from time to time change, replace or withdraw Services in accordance with these Standard Terms.

14.8. Without affecting our right to suspend the Services under these Standard Terms, we will give you at least 31 days' notice in writing if we make any change to the Services which affects the Charges, or which is likely to be to your material detriment, or if we withdraw your chosen Service. We will give you written notice of any other change to your chosen Service.

14.9. If we reduce the level of service provided by your chosen Service, or withdraw it completely, and we both agree (acting reasonably) that the change is to your material detriment, you may end the Contract under clause 15.7 without penalty even if you are within the Minimum Contract Period, so that you will not be affected by the change to the Service. Any dispute as to whether a change is to your material detriment will be dealt with in accordance with the dispute resolution process in clause 0.

15. Duration and termination of the Contract

15.1. As set out in clause 4.9, a separate Contract will be formed for each item of Goods and for each individual Service you order.



Minimum Contract Periods

15.2. Except where both Parties agree otherwise, or a relevant Annex, or Order Form provides that another minimum period applies (which will be specified on the Order Confirmation), a Minimum Contract Period of the following length will apply to each Contract:

15.2.1. for voice services to which our voice services Annex applies, two years, starting on the date we send the Order Confirmation to you in accordance with clause 4.6;

15.2.2. for broadband services to which our broadband Annex (or another Annex concerning data connectivity) applies, three years (or two years where you are a Consumer), starting on the date we send you the relevant broadband handover document. Notwithstanding this, you will be contractually bound in relation to the broadband Service you have ordered from us from the point at which the Contract is formed in accordance with clause 4.6, as more particularly described in the relevant Annex;

15.2.3. For any other type of Service, two years, starting on the date we send the Order Confirmation to you in accordance with clause 4.6.

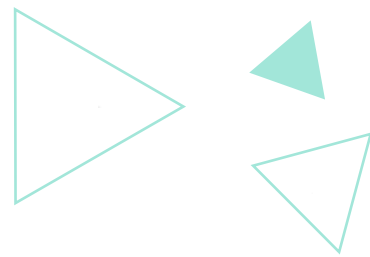
15.3. Subject always to clause 15.4, after the Minimum Contract Period specified in clause 15.2 has expired, the Contract for the relevant Service will automatically renew for a further Minimum Contract Period of 12 months (and will do so on a repeating basis thereafter) except where you give us not less than 31 days' written notice to terminate before the expiry of the current Minimum Contract Period.

15.4. Clause 15.3 shall not apply where you satisfy the definition of a residential or small business customer under Ofcom's General Conditions of Entitlement (meaning you are a Consumer or are a Business with 10 or fewer employees or volunteers). Where you satisfy this definition, the following shall apply:

15.4.1. Where you give us express consent for the Contract to renew, the Contract will automatically renew for a further Minimum Contract Period of 12 months; or

15.4.2. If you do not give us express consent for the Contract to renew, the Contract will continue until terminated in accordance with clauses 15.7 or 15.8.

15.5. Save where the Standard Terms provide otherwise, you agree to pay the Charges associated with each Service for the Minimum Contract Period even if you decide to cease it before the end of this period (the payment of these Charges being an "**Early Termination Charge**"). You acknowledge and agree that we may charge the Early Termination Charge directly to any credit / debit card or bank account you have provided us with details of. When you cease some Services (whether before or after the Minimum Contract Period), we incur certain charges from our wholesale supplier which you will be liable to pay ("**Additional Termination Charges**"), in addition to any Early Termination Charge that is payable. Details of any Additional Termination Charges that are payable are set out in the relevant Annexes.



Termination

15.6. Where you are a Consumer, you may cancel your Contract for Goods and/or Services within 14 days of the Goods being delivered to you, or of the Contract for the Service starting (as determined in accordance with clause 4.6). Where you wish to exercise this cancellation right, you should contact us by phone or email, or use our cancellation form on our Website. This right to cancel does not apply where you are a Business.

15.7. Where clause 15.4.2 applies (or where these Standard Terms provide, or where both Parties have agreed that the continuing Minimum Contract Period arrangement specified in clauses 15.2 to 15.4 will not apply), either Party may terminate the Contract for the relevant Service for any reason by giving to the other not less than 31 days' written notice. That notice period of 31 days shall take effect from the start of your next monthly billing cycle for the relevant Service.

15.8. We may terminate the Contract or suspend some or all of the Services immediately on written notice if:

15.8.1. you fail to pay the Charges in accordance with clause 13; or

15.8.2. you commit a material breach of the Contract, unless such breach is capable of remedy, in which case our right to terminate immediately will be exercisable only if you fail to remedy the breach within 14 days of us sending you a written notice to do so; or

15.8.3. you or anybody using your Gradwell account or the Services we supply to you act towards our staff or representatives in a way which we consider (acting reasonably) to be offensive, aggressive or inappropriate; or

15.8.4. if you are subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal or you enter into any arrangement or composition with your or for your creditors or a receiver or liquidator or trustee in bankruptcy is appointed over you or any of your assets or any similar circumstances; or

15.8.5. if we are required to do so by a regulatory authority; or

15.8.6. if you provide unauthorised payment details or other material details we request from time to time.

15.8.7. If we have reasonable grounds to suspect fraud or any other unauthorised activity associated with your account, we may suspend the affected Services immediately.

15.9. Subject to any contrary agreement expressly made by the Parties, in the event that Gradwell continues to provide a Service to you after the notice period to terminate the Contract for that Service has expired, all discounts previously agreed with you in respect of the relevant Service shall cease to apply and the Service will be charged at the applicable standard rate published by Gradwell from time to time.



15.10. On termination of the Contract or suspension of Services for any reason:

15.10.1. we will immediately stop supplying, and will terminate access to, the relevant Services. This may involve irretrievable damage to or loss of Data or we may destroy any such Data;

15.10.2. all licenses granted by us to you will terminate;

15.10.3. any fees due remain payable and, if already paid, will be non-refundable; and

15.10.4. your accrued rights and liabilities will be unaffected.

15.11. Whenever, in accordance with these Standard Terms, you request the cancellation of Services or you give us notice to terminate the Contract, you must communicate with us using the email address from your Master Contact Details or by letter featuring your business' letterhead. Requests to cease Services made by a telephone call to the Support Team will not be valid.

16. Confidentiality

16.1. We both agree not to use Confidential Information belonging to the other Party for any purpose other than in connection with these Standard Terms or to disclose any such Confidential Information to any unauthorised third party without prior permission. "Confidential Information" means information in whatever form which, at the time of provision, was expressly or by necessary implication identified as being of a confidential nature.

16.2. Clause 16.1 above will not apply to information which:

16.2.1. enters the public domain other than through breach of clause 16.1;

16.2.2. is or becomes independently known to the receiving Party free from any confidentiality restriction;

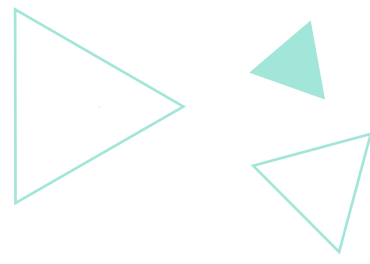
16.2.3. is required to be disclosed by applicable Law or competent authority;

16.2.4. is reasonably disclosed to employees, suppliers or others required for the proper performance of the Contract;

16.2.5. is reasonably disclosed to professional advisers; or

16.2.6. is otherwise permitted in accordance with these Standard Terms or any associated document.

16.3. Except where you expressly refuse or withdraw permission, you agree that Gradwell may (acting reasonably) use your name, logo and other mark(s) or details for genuine marketing activities in connection with Gradwell's business, provided always that such activities do not adversely impact or harm your reputation, goodwill or Intellectual Property Rights.



17. Data protection and use of your information

17.1. Each Party will at all times comply with its respective obligations under Applicable Data Protection Legislation and will not perform its obligations under these Standard Terms in such a way as to cause the other Party to breach any of its applicable obligations under Applicable Data Protection Legislation.

Personal data in relation to which Gradwell is the Data Controller

17.2. We will process all Personal Data we collect about you, or that you give us, in accordance with our Privacy Policy, which sets out details of the scope and nature of our data processing activities, and data subjects' rights.

17.3. For so long as you remain a customer of Gradwell as a result of the ongoing involvement of a Gradwell Select Partner, you acknowledge and agree that we may share with the relevant Select Partner any of the Personal Data that we specify in our Privacy Policy that we may process.

17.4. For the avoidance of doubt, each Party may collect, store and process contact Personal Data (such as names, work email addresses, telephone/mobile work numbers, and work addresses) of the other Party and/or that other Party's employees, contractors or agents in connection with the performance of the Contract or as part of pre-contract negotiations, provided always that such collection and/or processing will be carried out in accordance with Applicable Data Protection Law and that Party's privacy policy.

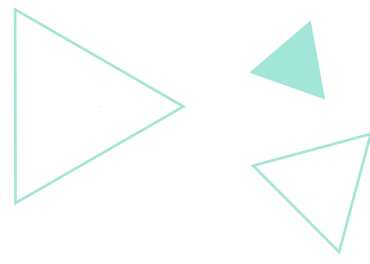
17.5. For so long as you provide to us Personal Data of your users, employees or any other third party individuals, you must bring to the attention of those individuals the contents of our Privacy Policy.

17.6. Where you are based in the European Economic Area (EEA) and you wish or are required to pass to Gradwell personal data belonging to your users, customers or employees as part of Gradwell providing the Services to you, the following will apply in the event that the UK leaves the European Union (EU) unless and until the EU Commission makes in favour of the UK an 'adequacy decision' for the purposes of chapter V of the GDPR:

17.6.1. The Parties will use their reasonable endeavours to promptly enter into an agreement comprised of the standard contractual clauses recognised by the EU as an 'appropriate safeguard' under article 46 of the GDPR.

Cookies

17.7. You acknowledge that our Cookie Policy will apply when you visit our Website using any relevant communications device.



Data that is not Personal Data

17.8. We do not provide a back-up of your Data or guarantee the integrity of your Data. You should regularly backup the Data that you store using the Services. Following a regular backup plan can help you prevent loss of your Data. However, we will use our reasonable endeavours to provide copies of Data for disaster recovery purposes, but no assurance, warranty or any other form of representation is given in this regard, and Gradwell will have no liability in connection with any attempt to recover Data.

17.9. We may access, copy, preserve, disclose, remove, suspend or delete any Data:

17.9.1. if we are required to do so by applicable Law or competent authority; or

17.9.2. if reasonably required for the purposes of carrying out our obligations, or enforcing our rights, under the Contract; or

17.9.3. if it is otherwise permitted under these Standard Terms; or

17.9.4. if such Data is prohibited under these Standard Terms.

18. Notices

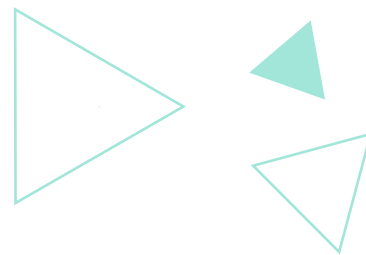
18.1. Any notice or other communication required under or in connection with these Standard Terms will be in writing and will be delivered by hand or sent by pre-paid first-class post or other next Working Day delivery service, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other Party's main fax number or by email to the other Party's nominated email address.

18.2. Any notice or communication will be deemed to have been received if delivered by hand, on signature of a delivery receipt, or, if sent by fax or email, at 9:00 am on the next Working Day after transmission, or otherwise at 9:00 am on the second Working Day after posting.

18.3. Neither Party will use email for the service of any proceedings or other documents in any legal action or, where applicable, any method of dispute resolution.

19. General

19.1. These Standard Terms constitute the entire agreement of the Parties which supersedes all prior agreements and representations (unless fraudulent) and you acknowledge that that no reliance is placed on any representation made but not embodied in these Standard Terms, save for those made fraudulently. We are not bound by, nor should you rely on, any oral representations or representations by any agent or employee of Gradwell, or by any third party.



19.2. These Standard Terms apply to the Contract to the exclusion of any other terms that you might seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

19.3. If any of these Standard Terms are deemed unlawful, invalid or void for any reason, the offending words will be deemed deleted and all other terms will continue in full force and effect.

19.4. The Contract is personal to you. You may not assign the Contract without our prior written consent. We may assign this Contract or subcontract any of the Services at our discretion (acting reasonably).

19.5. The Contracts (Rights of Third Parties) Act 1999 will not apply to the Contract.

19.6. The failure to exercise or delay in exercising a right or remedy under these Standard Terms will not constitute a waiver of the right or remedy.

19.7. Nothing in these Standard Terms will be construed as creating a partnership or joint venture of any kind between us.

19.8. In the event of any conflict between the Main Body Terms, the Annexes and any other document expressly referred to in the Standard Terms, the following order of precedence will apply:

- a) The relevant Annex;
- b) The Main Body Terms;
- c) Any document expressly referred to in the Standard Terms (and, in the case of any conflict between an Order Form and a corresponding Order Confirmation, the Order Confirmation will take precedence),

save that in the case of conflict as to the applicable Minimum Contract Period, the period specified on the relevant Order Form will prevail over the period specified in the relevant Annex.

19.9. Where you are domiciled within the United Kingdom, the Contract and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of your country of domicile, and will be subject to the exclusive jurisdiction of the courts of that country.

19.10. Where you are domiciled outside of the United Kingdom, the Contract and any dispute or claim arising out of or in connection with it will be governed by and construed in accordance with the laws of England and Wales, and will be subject to the exclusive jurisdiction of the courts of England and Wales.