

Definitions

In this Agreement, certain words shall have the following meanings:

"**Agreement**" means these terms and conditions (together with any other terms that are incorporated into or added to it from time to time), your service Summary and our Privacy Policy.

"**Charges**" means all the charges associated with the Services and Additional Services described in the Agreement and, further in our List of Charges including but not limited to any connection fee (a once only payment if applicable), monthly (or other periodic) line rental charge, calls, SMS, MMS and data charges and any other charges in respect of the Services provided to you or someone else using any of your devices. Charges also includes Early Termination Fees.

"**Content**" means textual, visual, or other information, software, photos, video, graphics, music, sound, and other material appearing on or available through the Services including all information supplied by content providers from time to time.

"**Credit Limit**" means an amount we have agreed you may spend on Services above your inclusive monthly allowance, which is on top of your monthly line rental. Please note that the Credit Limit does not function as a cap on Charges, and you may be able to incur Charges which result in you exceeding your Credit Limit. If this happens, you will still be liable to pay for all Charges incurred in excess of your Credit Limit.

"**DWD Telecoms**" means a company incorporated in England and Wales (Company registration number: 04303402) and whose registered office is at Block 4, 6-8 Brook Way, Hastings, East Sussex, England, TN35 4NN.

"**Charges and Early Terminations**" means the charges made up of the remaining time left on your plan if you decide to end your services with us during the minimum contracted period.

"**Equipment**" means equipment we provide to you, or which is used by you in your use of the Services, including, any devices that are paid for on a monthly basis or at a one-off payment.

"**Minimum Contract Term/End Date**" means any minimum period for you to receive and pay for the Services, which starts from the day on which the Services are first provided or from the day on which your Upgrade/Term Renewal is effective (as applicable).

"**Network**" means the public switched telephone network and/or a wireless telegraphy telephony link by means of a cellular radio system used by us to provide the Services.

"**Order**" means any order that you submit to us verbally or in writing for any of the Services.

"**UK**" means the United Kingdom excluding Isle of Man and the Channel Islands.

"**VAT**" means value added tax chargeable under the Value Added Tax Act 1994 (or its successor Acts) and any similar replacement or additional tax.

"**Website**" means www.dwdtelecoms.com and any additional websites linked from such website, or such other website used by us to promote and support the Services.

"**we**", "**DWD Telecoms**", "**DWD**", "**Digital World Direct Ltd**", "**us**", and "**our**" means Digital World Direct Limited, of Block 4, 6-8 Brook Way, Hastings, East Sussex, England, TN35 4NN.

"**you**" and "**your**" means the customer with whom we make this Agreement, and it includes a person who is acting or using any Equipment with your authority or knowledge or who we reasonably believe is doing so.

Terms and Conditions

1. **Acceptance:** These terms and conditions of business will apply to our dealings. If you use the goods and services provided by us, you will be deemed to have accepted them.
2. **Prices and quotations:** Exclude VAT (and any other taxes and duties on the goods) unless otherwise stated (and their rate will be those applying at the time of delivery; exclude delivery unless otherwise stated; lapse and are void after 7 days unless otherwise stated; may be adjusted upwards at any time before delivery to reflect any increase in our costs of supplying the goods.
3. **Clawback:** Some goods and services may be provided at a discounted price or with "cashback." If you cancel any contract with us, you agree to pay back to us that discount or cashback within 14 days' notice from us.
4. **Delivery times:** Quoted are estimates only and you have no claim against us for delay (including for direct indirect or consequential loss; for loss of profits use or chance or for increase in the price of the goods) but if we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract (whereupon you will have no further claim against us) but such notice will be ineffective if we receive it after the goods have been dispatched.
5. **Delivery by instalments:** Is permitted and each instalment may be treated by us as a separate contract.
6. **Delivery and safety:** We may decline to deliver if we believe that it would be unsafe, unlawful, or unreasonably difficult to do so or the premises (or the access to them) are unsuitable.
7. **Credit Account:** If you have an approved credit account, we may (at any time without notice) withdraw it or reduce your credit limit or bring forward your due date for payment.
8. **Payment:** Must be made by cheque cash or certain credit / debit / charge cards on or before delivery.
9. **Payment difficulties:** If you fail to pay us in full, we may suspend or cancel future deliveries; charge you £25 plus VAT for any dishonoured cheque; cancel any discount offered to you and charge you interest (before and after judgment, unless the court orders otherwise) and compensation at a rate equivalent to that set for the purposes of the Late Payment of Commercial Debt (Interest) Act 1998.

10. **Lien:** While you owe money to us, we have a lien on any of your property in our possession (“your Property”). You agree that if you owe that money to us for 3 months the title to your property automatically passes to us and we may sell your property to recoup what we are owed.
11. **Title:** Until you pay all debts you may owe us, all goods supplied by us remain our property; you must store them so they are clearly identifiable as our property; you must insure them (against the risks for which a prudent owner would insure them) and hold the policy on trust for us.
12. **License:** You may use the goods in the ordinary course of your business, but not if we revoke that right by informing you in writing or you become insolvent (of which event you must inform us in writing). If your right to use the goods ends you must allow us to remove the goods.
13. **Right of entry:** We have your permission to enter any of the premises where the goods may be stored at any time, to inspect / list / photograph them and after your right to use and sell them has ended, to remove them using reasonable force. Alternatively, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date.
14. **Indemnity:** You hereby indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly and including legal costs on a full indemnity basis.) following any breach by you of and of your obligation under these terms.
15. **Agency:** Unless otherwise agreed you are not our agent, and you have no authority to make any contract on our behalf in our name.
16. **Risk:** The goods are at your risk from the time of delivery, which takes place at our premises (if you are collection them or arranging carriage) or at your premises (if we are arranging carriage).
17. **Insurance:** We can sell you insurance (with a well-known insurer) against loss or damage to goods, but we hereby notify you that we have not researched the market for the best policy, nor do we guarantee that the premium is the keenest for the cover afforded. You must take advice on such matters elsewhere.
18. **Inspection:** You must inspect the goods on delivery. If any goods are damaged (or not delivered) you must write to tell us within three working days of the delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect and / or replace any damaged goods.
19. **Warranties:** We warrant that the goods comply with our description of them; are free from material defect at the time of delivery and have the benefit of any warranty provided by the manufacturer but we give no other warranty (and so far, as is permitted by law we exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.
20. **Faults:** If the goods develop a fault:
 - 20.1.1. Within 14 days of delivery, you must inform us (in writing), with full details within 3 days of discovering the fault and allow us to investigate (we may need to examine the goods). If the goods are found to be defective in material or workmanship (following our investigations) we will (at our option) replace the goods or refund the price.
 - 20.1.2. After 14 days of delivery time then you have the benefit of any manufacturer’s warranty, and you should contact the manufacturer of the goods.

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- 20.2. We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits uses or chance) arising from the contract or the supply of goods or their use, even if we are negligent.
- 20.3. Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to £1 million.
- 20.4. For all other liabilities not referred to elsewhere in these terms our liability is in damages to the price of the goods.
21. **Death or Personal Injury:** Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence.
22. **Returning of goods:** Unless otherwise agreed we will accept returns from you only if you comply with the returns policy of the appropriate manufacturer or supplier of the goods. We will not accept the return of goods from you except by prior arrangement (confirmed in writing); on payment of an agreed handling charge (unless the goods were defective when delivered) and where the goods are fit for sale on their return as they were on delivery.
23. **Cancellation:** We may suspend or cancel the order, by written notice if you fail to pay us any money due (time to be of the essence and whether under the order or otherwise); become insolvent or fail to honour your obligations hereunder. You may not cancel the order unless we agree in writing. If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
24. **Waiver and variations:** No waiver or variation of these terms is binding unless made (or recorded) in writing; signed on behalf of each party and expressly stating an intention to vary these terms contained herein.
25. **Force majeure:** If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without any liability. Examples of force majeure include act of God, accident, explosion, fire, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.
26. **Liability:** If “you” are more than one person, each of you has joint and several liability.
27. **Severance:** If any of these terms are unenforceable as drafted, it will not affect the enforceability of any other terms; and if it would be enforceable if amended, it will be treated as so amended.
28. **Insolvency:** We may treat you as insolvent if you are unable to pay your debts as they fall due; you (or any item of your property) become the subject of any formal insolvency procedure (examples of which include receivership, liquidation, administration, administrative receivership, voluntary arrangements, moratorium, and bankruptcy); any application or proposal for any formal insolvency procedure; or any application, procedure, or proposal overseas with similar effect or purpose.
29. **Representations:** The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either; contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or which expressly state that you may rely on them when entering into the contract. Nothing herein affects or limits our liability for fraudulent misrepresentation.
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30. **Promotional material:** All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us, and you should not rely on them in entering into any contract with us.
31. **Rights of Third Parties:** No contract will create any right enforceable by any person not identified as buyer or seller.
32. **Notices:** Any notice to be served hereunder shall be in writing and shall be deemed given when personally delivered or 3 days after being sent by pre-paid First-Class Post to a corporate party's registered office or a non-corporate party's last known business address or such other address as a party last provided to the other by written notice given in accordance with this provision.
33. **Promotions:** On occasion we may offer promotions linked to your contract such as cashback. Where a cashback is offered it is agreed on the basis of you fulfilling your contractual obligation with the relevant airtime provider. Failure to do this will require full and immediate repayment of the cashback. The cashback sum will be the total cashback divided by the number of months in your contract. This sum will be paid monthly into your nominated bank account starting after your first bill has been paid to the relevant airtime provider.
34. **Complaints:** We will endeavour to deal with all complaints within 7 days. Complaints should be made in writing to Customer Services, DWD Telecoms, Block 4, 6-8 Brook Way, Brook Way Business Park, Ivyhouse Lane, Hastings, East Sussex TN35 4NN.
35. **Law:** English law applies, and the parties submit to the exclusive jurisdiction of the English courts.

Fixed Line/VoIP/Broadband

1. **Important Information:** The Customer acknowledges that Voice over Data Network services are dependent on the Customer's connection to the data network and the data network itself. The Customer's service may therefore cease to function if there is a power failure or a failure in the underlying data network.

The Customer understands and acknowledges that this service allows calls to the emergency services numbers 999 and 112 and that calls to these services may fail if there is a power cut or if the customer's broadband connection fails.

The customer understands and acknowledges that the address provided by the customer will be passed to the Emergency Services and will be used in location finding during a 999 call. The customer understands and acknowledges that the address provided is the location that the service will be used and that it is the customer's responsibility to notify DWD Telecoms of any changes to this information.

2. **Services:** Subject to the terms and conditions of this Agreement, DWD Telecoms will provide to the Customer, the telecom services and/or related services described in the specific package of services chosen by you. DWD Telecoms shall take all due care in the provision and maintenance of the service to provide quality and reliability. In the event of any failure or malfunction within our networks DWD Telecoms shall then correct any failure or malfunction as soon as is reasonably practical.

- 3. Term:** The initial term of this Agreement shall be as stated in the Order ("Initial Term"). The Initial Term shall begin upon commencement of Service to the Customer, provided, however, no Service shall commence unless and until DWD Telecoms receives and accepts a completed Order from the Customer plus payment in full for Services to be rendered during the Initial Term and any setup charges.

DWD Telecoms reserves the right to reject any submitted Order for any or no reason prior to acceptance by DWD Telecoms. After the Initial Term, the contract can be cancelled by giving 30 days' notice in writing, unless renewed. Notice is not confirmed until you have written confirmation from us.

- 4. Fees and Payments:** DWD Telecoms may, at any time amend the Services and/or the rates and fees it charges for the Services. Fees for renewal periods after the Initial Term shall be due and owing immediately upon the first day of such renewal period.

All users signing up for DWD Telecoms service will be asked to read and agree to our terms and conditions before registration is completed. By agreeing to these terms and conditions the user agrees to abide to the terms and conditions.

In the event that any amount due to DWD Telecoms remains unpaid after 30 days, DWD Telecoms, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Service.

All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of DWD Telecoms) shall be paid by the Customer.

- 5. Security of Services:** The customer is wholly responsible for the safety and security of their DWD Telecoms account, and the equipment used by them to access the DWD Telecoms network and services and must put in place such safeguards as necessary to prevent unauthorised use. The customer is responsible for all persons who use their username and password to access the service, whether authorised or not. DWD Telecoms accepts no responsibility for costs incurred by the customer from unauthorised usage of a customer's account.

DWD Telecoms reserves the right to check the security of a customer's equipment or devices used to connect to its network if it reasonably believes that equipment on the customer's network may be at risk from external attack (hacking) or if they believe that its terms and conditions of use are not being followed.

- 6. Content and Customer's Responsibility:** DWD Telecoms will exercise no control whatsoever over, nor have any responsibility or liability whatsoever for, the content of the information passing through its network. DWD Telecoms shall make no effort to validate any information passing through its network for content, correctness, usability or for any other reason.

Any users causing in appropriate CPU (central processor unit) usage, system load, performing any illegal activities or misusing 999 / 112 services will be immediately suspended.

Any users found on our servers which fit any of the descriptions above will be immediately disabled, removed, and are subject to a £450 clean-up and service fee upon termination. On such accounts all monies outstanding must be paid and refunds for any remaining months will not be given.

Non-UK Telephone numbers: When ordering non-UK telephone numbers, you are obliged to conform to the telephone numbering regulations of the country concerned. This will normally mean that you must use the service from within the geographic numbering range you wish to order, and you should register an account with DWD Telecoms from an address covered by the number range. Failure to do this may result in the loss of your number.

Customers are responsible for the security and integrity of their own systems and network infrastructure. When contacting our customer services department, you will be asked for your account number and the last three digits of your pass our customer services stall will never ask for your full password by email or any other method of communication so you should never disclose it.

Customers are required to keep their user details safe and secure and are responsible for security and integrity of their own local network and email addresses.

The Customer agrees to use all DWD Telecoms Services and facilities, and any information obtained through or from DWD Telecoms, at Customer's own risk. Customer acknowledges and understands

that neither DWD Telecoms, nor any of its employees, representatives, agents, or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service or merchandise

contained in or provided through the Service, unless otherwise expressly stated in this Agreement. DWD Telecoms specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

- 7. Limited Liability:** Under no circumstances, including negligence, shall DWD Telecoms, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to the Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorised access to DWD Telecoms' records, programs or services.

DWD Telecoms further shall have no responsibility whatsoever to the Customer or any third party for the accuracy or quality of information obtained through or in connection with its Services provided hereunder. Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the amount which the Customer paid during the month immediately preceding the claim or the term of this Agreement, whichever is less.

- 8. Indemnification:** The Customer shall defend, indemnify, save and hold DWD Telecoms harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable attorneys' fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against DWD Telecoms, its agents, its Customers, servants, officers and employees, that may arise or result from any service provided or

performed or agreed to be performed by the Customer, its agents, employees or assigns or any product distributed, offered or sold by the Customer, its agents, employees, or assigns.

9. **Termination:** This Agreement may be terminated: (i) by either party, without cause, by giving the other party 30 days prior written notice; (ii) by DWD Telecoms, at any time, upon 20 days' prior notice if in the sole judgment of DWD Telecoms, The Customer breaches any material provision of this Agreement and has not cured same by the end of the 20 days; (iii) by DWD Telecoms in the event of non-payment by the Customer as provided in Paragraph 3 above; and (iv) by DWD Telecoms, at any time, without notice, if, in DWD Telecoms' sole judgment, the Customer is in violation of any terms or conditions of DWD Telecoms' Usage Policy.
10. **Additional Terms and Conditions:** The Customer hereby acknowledges that the Customer has seen and reviewed a copy of DWD Telecoms' "Usage Policy" provided on the DWD Telecoms website and that the terms of the Usage Policy are incorporated herein by reference. DWD Telecoms reserves the

right to amend these terms & conditions and the Usage Policy from time to time and the Customer shall be bound by any such amendments. The Customer shall have the obligation to periodically visit DWD Telecoms' Web site to review the terms and conditions and its Usage Policy and to make certain that the Customer is in full compliance therewith. In the event of any inconsistencies between this Agreement and the Usage Policy, the terms of the Usage Policy shall govern.

11. **Notice:** All notices must be sent either in writing or by email, except as otherwise expressly provided herein that a notice must be in writing. All notices to DWD Telecoms shall be delivered to its address stated below or its email address as provided. All notices to the Customer shall be delivered to its mailing address or its email address as provided on the Order. The parties may change their respective address by notice delivered to the other party.

All notices delivered in writing must be sent either by overnight courier or certified mail, return receipt requested. Evidence of successful transmission of all notices delivered by email must be retained by the delivering party.

12. **Miscellaneous:** This Agreement sets forth the entire agreement between DWD Telecoms and The Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. The Customer may not transfer or assign this Agreement without DWD Telecoms' prior written consent.

This Agreement shall be governed by the laws of England and all claims concerning this Agreement shall be brought exclusively in English courts located in England. The parties hereby consent to

TELECOMS FRAUD

submit to the jurisdiction of such courts and waive any personal jurisdiction or venue defences concerning said forum. The Customer is deemed to have agreed to this Agreement, when commencing use of any of DWD Telecoms services.

Telephones are the lifeline of most businesses, and you cannot afford to lose contact with your customers. Arming yourself with knowledge and implementing best practice is your best protection against telecoms fraud.

Customers are responsible for the security and integrity of their own systems and network infrastructure. The customer is wholly responsible for the safety and security of their DWD Telecoms account, and the equipment used by them to access the DWD Telecoms network and services and must put in place such safeguards as necessary to prevent unauthorised use.

The customer is responsible for all persons who use their username and password to access the service, whether authorised or not. DWD Telecoms accepts no responsibility for costs incurred by the customer from unauthorised usage of a customer's account.

DWD Telecoms reserves the right to check the security of a customer's equipment or devices used to connect to its network if it reasonably believes that equipment on the customer's network may be at risk from external attack (hacking) or if they believe that its terms and conditions of use are not being followed.

DWD Telecoms will exercise no control whatsoever over, nor have any responsibility or liability whatsoever for, the content of the information passing through its network. DWD Telecoms shall make no effort to validate any information passing through its network for content, correctness, usability or for any other reason.



Taking a few simple measures to safeguard your business could save you thousands of pounds.

Please see below: -

- In the same way that you would never dream of using the word 'password' as your password, make sure you change the security settings and passwords on your telephone system from the default or factory settings. Do not use anything obvious either.
- Change voicemail and DISA (Direct Inward System Access) passwords regularly and protect them and your access codes from un-authorised use.
- Remove or de-activate any telephone system functionality you do not need including remote access ports.
- Never publish the remote access phone numbers that connect callers to your voice mail system.
- Program your telephone system to disallow access after three invalid attempts, in the same way as entering the wrong PIN at the cash machine.
- Immediately de-activate access codes and voice mail passwords of people who leave your business.
- Keep an eye on your monthly phone bills for anything that looks unusual. Check them each month and contact us with any queries straight away – fixedline@dwdtelecoms.com or 0345 3456 575.
- Restrict access to equipment and hardware and limit users' systems access to the minimum level it needs to be.
- Implement policies and procedures to help minimise risk.

- Protect yourself with Fraud Monitor. Fraud Monitor keeps a close eye on your account throughout the month and alerts you to any unusual activity when it happens.
- If your lines are purely being used for broadband, then we would recommend placing a bar on the line to block all outgoing calls. Please advise if you would like us to do this.
- We would recommend putting an international and UK premium rate bar on the line. Please advise if you would like us to do this.
- We are able to offer some protection which will help to limit the exposure up to £500. If you would like us to quote on this, then please contact us for more details.

Customer Agreement

1. Duration and Pricing: - The duration and pricing is outlined in the above summary for all of the services included within this contract. All of the pricing that is shown is excluding VAT and is shown as two separate costs, one that is to be paid at a monthly rate and one that is to be paid as a one-off. Each of the monthly rated services are stated with an individual minimum contract duration.
2. Charges and Early Terminations: - You agree to pay the specified charges that apply to your account until the minimum contract end date, which will be invoiced to you in advance. This means that you will need to pay for the contracted services, whether you use them or not.
3. Equipment: - All equipment provided by DWD Telecoms, remains our property until paid for in full (unless it is included in your bundle, in which case it remains our property until the end of the contract term). You must return any equipment that belongs to us within 14 days of giving us notice to terminate. If you do not, or wish to keep the equipment, we will invoice you for it. If additional IT work is required onsite or remotely e.g., configuration of printers, PC's, wireless networks, or any associated services, these will be chargeable at a rate agreed prior to the work commencing.
4. Renewal: - Your contract with us will continue for the minimum contract term(s) specified in the summary above. After the minimum contract term has expired, you must inform us in writing if you wish to cancel, giving us 30-days notice. For Fibre Ethernet services, a notice period of 90-days is required. If we do not receive any notice to cancel, we will continue your services on a 30-day rolling contract. We will contact you prior to your contract end date if any price changes are applicable when your minimum contract end date is reached.
5. Price Changes: - The above pricing is correct at the time of print. We will increase prices on monthly charges on or after 31st March of every year by the annual percentage increase of the Retail Price Index (RPI) rate announced in January each year, plus 3.9%. If the RPI percentage is negative in the relevant year, we will only increase prices on monthly charges by 3.9%. For example, using an RPI rate of 4.5%, a monthly rental charge of £50.00 would increase to £54.20 + VAT. This increase to prices will not give you the right to cancel your contract without paying cancellation charges.

6. Billing: - We will bill you on 14th of each month for services from 1st to the 31st of the same month. Your first bill may be higher than your normal bill if services begin midway through a billing cycle due to us charging you for the partial month as well as the following full month. After that, your bills will then cover the services for the month in which we bill you with the exception of any applicable call charges that are charged one month in arrears. If you are already a DWD customer, your first bill for new services might be higher or lower than normal if there is a crossover between old and new services.

7. Features for End-User's with Disabilities: - Here at DWD, we are determined to give all of our customer the best service possible. If you or someone you know has any visual, hearing or dexterity difficulties, please get into contact with us and we will be more than happy to help: Call 01424 233333 and choose option 1, or email us on support@dwdtelecoms.com.
