

## CUSTOMER ACCOUNT TERMS

### 1 ORDERING PRODUCTS

1.1 Customer may submit enquiries to Service Provider and Service Provider will provide quotations in response to such enquiries. Customer may proceed with a quotation by approving the quotation, any Customer Account Terms (attached with Customer's first Product Order) and the applicable Product Terms (attached with Customer's first Product Order for a particular product family), either electronically or by hand. Upon such approval, a quotation becomes a Product Order and constitutes an offer by Customer to purchase the Products on the terms of these Customer Account Terms, the applicable Product Terms and any Special Conditions set out in the Product Order. No terms Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing will apply to any Contract. Any information provided by Customer to allow Service Provider to provision a Product must be accurate in all material respects.

1.2 Service Provider may accept a Product Order (and, where required, the Customer Account Terms and Product Terms) by approving the Product Order, either electronically or by hand. Nothing in these Customer Account Terms will oblige Service Provider to accept any Product Order, nor to provide any Product, until Service Provider accepts a Product Order. Upon acceptance by Service Provider, a Product Order will become a Contract which commences on the date of acceptance by Service Provider.

### 2 INSTALLATION AND SUPPLY OF SERVICES AND EQUIPMENT

2.1 Upon commencement of a Contract in accordance with Clause 1.2, Service Provider will use reasonable endeavours to provision and, as necessary, install the Product and will inform Customer when the Product is connected and ready for use.

2.2 Service Provider will supply the Product to Customer from the Connection Date with reasonable skill and care and in all material respects in accordance with the Contract and any Legislation, but Service Provider cannot, given the nature of the Product, guarantee that the Product will be continuously available or error free.

2.3 Service Provider reserves the right to cancel a Contract prior to the Connection Date or within a reasonable period of time thereafter where the:

- (a) Product cannot be delivered to, or installed at, a Site due to a geographic, practical or technical restraint; or
- (b) cost of providing or installing the Product at a Site is materially higher than the usual cost of providing the Product to a customer and Customer does not agree to pay any additional Charges requested by Service Provider.

### 3 USE OF THE PRODUCTS

3.1 The Products are provided for use by Customer and End Users in the course of Customer's business and on the condition that Customer does not resell or otherwise make the Products available to any other person save as set out in Clause 20.3.

3.2 Customer undertakes to use the Products, and to procure that each End User uses the Products, in accordance with:

- (a) the terms and conditions of the Contract and any Legislation applicable to Customer's use of the Products; and
- (b) any reasonable operating instructions as may be notified in writing to Customer by Service Provider from time to time.

3.3 Without prejudice to Service Provider's obligations to provide a particular Product, Customer is responsible for the security of their use of the Products including protecting all passwords, backing-up all data, employing appropriate security devices, including virus checking software, and having suitable disaster recovery processes in place.

3.4 Without limiting Clause 3.2, Customer will not, and will procure that each End User will not, use a Product to:

- (a) send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent,

defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;

- (b) download, possess or transmit in any way, illegal material;
- (c) engage in criminal, illegal or unlawful activities;
- (d) violate or infringe the rights or property of any person, including rights of copyright and any other Intellectual Property Rights, privacy or confidentiality;
- (e) intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data; or
- (f) artificially inflate traffic, send, communicate, knowingly receive, upload or download data or make any calls in such a way or in such amount that Customer knows or ought reasonably to know will have a material adverse effect on the Service Provider Network (or any part of it) or Service Provider's customers.

3.5 Customer indemnifies and promises to pay on demand Service Provider and its Affiliates for any settlement paid by, damages awarded against and reasonable legal costs and expenses suffered or incurred by Service Provider and any of its Affiliates arising out of or in connection with any claim made or threatened against Service Provider or an Affiliate of Service Provider by a third party arising out of or in connection with Customer's or End User's breach of this Clause 3.

### 4 SUPPORT, MAINTENANCE AND PRODUCT MANAGEMENT

4.1 Service Provider will provide support and maintenance, where purchased, for the Product as set out in the Support Terms and the relevant Support Annex. If the applicable Product Terms state Credits are available for a Product, Customer will be entitled to Credits in respect of an Incident, calculated in the manner set out in the Support Terms.

4.2 Service Provider is responsible for a Product up to and including the Network Terminating Equipment and any applicable Network Provider Edge.

4.3 Subject to Clause 7.2(c) Service Provider will have the right to withdraw or change a Product and to terminate or vary any affected Contracts for all customers to:

- (a) comply with any Legislation or safety requirement; or
- (b) take into account the withdrawal of or a significant change to the technology used to provide the Product.

4.4 In relation to any withdrawal or change under Clause 4.3, Service Provider will:

- (a) give Customer not less than three months' notice, unless made to comply with a regulatory or mandatory change when Service Provider shall give as much notice as reasonably practicable; and
- (b) use reasonable endeavours to avoid any material adverse impact on the nature or quality of the Product or any material increase in the Charges.

4.5 Where a Product is withdrawn, Service Provider may offer an equivalent or better Product with the same Charges. Service Provider will be obliged to do so in respect of any affected Contract within its Contract Term where a Product is withdrawn under Clause 4.3(b) and pay Customer's reasonable demonstrable third party costs of moving to the replacement Product, up to a maximum of the Recurring Charges payable in respect of the remainder of the Contract Term. Where such equivalent or better Product has lower Charges, Service Provider may allow Customer to benefit from such reduction, if Customer agrees to pay the costs of moving to the equivalent Product.

### 5 CHARGES, PAYMENT AND REBATES

5.1 Service Provider will invoice Customer electronically for the Charges payable under a Contract as set out in the Product Terms and

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- Customer will pay all invoices by direct debit within 14 days of the date of the invoice, subject to Clause 5.4.
- 5.2 Customer may request a paper invoice, subject to payment of a reasonable administration charge.
- 5.3 All amounts payable by Customer under a Contract are exclusive of Value Added Tax.
- 5.4 If Customer in good faith disputes an invoice and wishes to withhold the disputed sum, Customer must notify Service Provider in writing of the dispute not more than 14 days after the date of the invoice and make payment of any undisputed amount in accordance with the terms of the invoice. Customer may still dispute an invoice in good faith more than 14 days after the date of the invoice, but Customer must make payment in full of the invoice notwithstanding the dispute raised. In each case, Customer must provide reasonable details of the dispute to allow Service Provider to investigate. When the dispute is resolved a Party will settle any amount owing to the other immediately upon resolution.
- 5.5 Without limiting any other right or remedy of Service Provider:
- (a) if Customer fails to make any payment due to Service Provider under a Contract by the due date for payment, Service Provider will have the right to charge interest on the overdue amount at the rate of 4% per cent per annum above the then current HSBC Bank plc base rate accruing on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly;
- (b) if a direct debit is dishonoured or cancelled, Service Provider will have the right to make a reasonable administration charge; and
- (c) Service Provider may set off any amount owing to it or its Affiliates by Customer against any amount payable by Service Provider to Customer.
- 5.6 Where the Product is paid for by way of a revenue share between Service Provider and Customer and requires a payment from Service Provider to Customer, Service Provider will pay Customer's revenue share in accordance with the procedures set out in the applicable Product Terms. Customer does not have the right to set off its revenue share against any sums due to Service Provider by Customer. As no Charges are payable for revenue share services, the amount of Customer's revenue share will be deemed to be Charges for the purpose of calculating the total limit of liability under Clause 9.3 for such Products.
- 5.7 For the purposes of this clause 5 "CPI" means the published Office for National Statistics Consumer Price Index rate percentage (but excluding any negative rate percentages).
- 5.8 Service Provider may amend the Charges at any time to match changes to charges from any Third Party Operator/provider (e.g. international call, text or data charges) or changing legal or regulatory requirements (e.g. Openreach regulated changes or VAT changes).
- 5.9 Separately to clause 5.8, with effect from 1<sup>st</sup> March each year, the Charges will be increased by:
- (a) if applied, the CPI used by: (i) Openreach; or (ii) the relevant Third Party Operator/provider (where the underlying Product is provided by them) in each case to amend its charges to Service Provider in the year prior to such increase; plus
- (b) irrespective of any change under clause 5.9(a), an amount of up to 3.7%.
- 5.10 Service Provider will give Customer not less than one month's notice for any price changes made pursuant to Clauses 5.8 or 5.9.
- 6 CREDIT AND SECURITY**
- 6.1 Service Provider may perform a credit check on Customer at any time prior to or following acceptance of a Product Order and may impose a Credit Limit on Customer's account proportionate to the amount of Charges payable under all Contracts. Any Credit Limit imposed can be amended on notice. If Customer exceeds such Credit Limit:
- (a) Service Provider may demand immediate payment of all unpaid Charges (whether invoiced or not); and
- (b) Customer will remain responsible for all Charges incurred, including those exceeding the Credit Limit.
- 6.2 Service Provider may require Customer to provide it with a deposit or other security as a condition of providing the Products. Service Provider may hold this deposit or security until Customer has paid all sums due to Service Provider under all Contracts. No interest is payable on any deposit held by Service Provider.
- 7 TERMINATION**
- 7.1 A Party may terminate a Contract (or, where a Contract relates to multiple Connections, a Connection) by providing the other Party with the relevant period of notice via the relevant procedure, each as specified in the Product Terms. In the case of Service Provider, such notice must expire on or after the end of the Contract Term.
- 7.2 Customer may terminate a Contract (or where applicable under Clause 27.2, a Product or Connection), by giving notice in writing to Service Provider if:
- (a) there is a Material Failure under the Contract;
- (b) Service Provider is in material breach of the Contract (other than a Material Failure), which, if capable of remedy, has not been remedied within 30 days of receipt of written notice specifying the breach in reasonable detail and requiring its remedy;
- (c) changes are made pursuant to Clauses 4.3(b), 4.5; or
- (d) the circumstances in Clauses 12.2 or 22.2 arise.
- 7.3 Service Provider may terminate any or all Contracts by giving notice to Customer if:
- (a) Customer fails to pay any sums due to Service Provider within 14 days of receiving notice from Service Provider indicating the sums due and payable and demanding payment;
- (b) Customer is in material breach of a Contract, which, if capable of remedy, has not been remedied within 30 days of receipt of written notice specifying the breach in reasonable detail and requiring its remedy;
- (c) Customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or goes into liquidation, whether voluntary or compulsory (other than for the purposes of a solvent reconstruction or amalgamation), or an encumbrancer takes possession of or a receiver is appointed in respect of any of its assets;
- (d) Customer fails to give any deposit or security required by Service Provider under Clause 6.2; or
- (e) the circumstances in Clause 12.2 arise.
- 7.4 If a Contract (or where applicable under Clause 27.2, a Product or Connection) is terminated within the applicable Contract Term other than under Clause 2.3 or 7.2, Service Provider may invoice Customer the Cancellation Charges. Customer agrees that the Cancellation Charges are a fair assessment of the losses and damage that Service Provider will suffer as a result of the termination.
- 7.5 If a Contract (or where applicable under Clause 27.2, a Product or Connection) is terminated outside of the relevant Contract Term, Service Provider will either:
- (a) refund any amount in credit on Customer's account after Service Provider has deducted any amount owed to it by Customer; or
- (b) issue an invoice for the amount owed to Service Provider by Customer as at the applicable date of termination.
- 8 SUSPENSION**
- 8.1 Service Provider may, without prejudice to any other right which it might have, elect to suspend the provision of all or part of a Product

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- under any or all Contracts until further notice on notifying Customer either orally (confirming such notification in writing) or in writing if:
- (a) Service Provider is entitled to terminate a Contract;
  - (b) Service Provider has reasonable grounds to believe that Customer or an End User is using the Product in breach of Clause 3;
  - (c) Service Provider or any third party providing equipment or services to Service Provider in connection with the provision of the Products is obliged to comply with Legislation, an order, instruction or request of government, regulatory authority, emergency services organisation or other competent authority; or
  - (d) Customer exceeds the Credit Limit under Clause 6 and has not remedied this situation within five Business Days of receiving written notice from Service Provider requiring Customer to do so.
- 8.2 If Service Provider exercises its rights under:
- (a) Clause 8.1 as a consequence of the breach, fault, act or omission of Customer or an End User, the Charges will continue to be payable and Customer will pay to Service Provider all reasonable costs and expenses incurred by the implementation of such suspension and any recommencement of the provision of Products; or
  - (b) Clauses 8.1(b) or 8.1(c), Service Provider will limit the suspension to the Connections in respect of which the breach has occurred.
- 9 LIABILITY**
- 9.1 Nothing in a Contract will exclude or limit a Party's liability arising from or in connection with:
- (a) any death or personal injury caused by the negligence of such Party, its agents, sub-contractors, officers, directors or employees;
  - (b) any fraudulent acts or omissions of or fraudulent representations made by such Party, its agents, sub-contractors, officers, directors or employees;
  - (c) any breach of statutory implied terms as to title;
  - (d) any other liability which cannot be excluded or limited by law;
  - (e) any indemnity given by such Party in a Contract unless otherwise expressly agreed in writing;
  - (f) any breach of Clauses 13 or 14; and
  - (g) any liability to pay the Charges.
- 9.2 Subject to Clause 9.1, a Party will not be liable to the other Party in contract, tort (including negligence), breach of statutory duty or otherwise for:
- (a) indirect, consequential or special loss or damage;
  - (b) loss of opportunity (whether direct or indirect);
  - (c) loss of anticipated savings (whether direct or indirect);
  - (d) loss arising from damage to a brand, reputation or goodwill (whether direct or indirect);
  - (e) loss of profit or anticipated profit (whether direct or indirect);
  - (f) loss of business or contracts (whether direct or indirect);
  - (g) loss of revenue or anticipated revenue (whether direct or indirect);
  - (h) loss arising from the loss or degradation of data (whether direct or indirect); and
  - (i) subject to Clauses 20.2 and 20.3, claims brought by, or ex-gratia payments made to, Customer's customers or any other third party (whether direct or indirect).
- 9.3 Subject to Clauses 9.1 and 9.2, a Party's total liability to the other Party in respect of all losses arising under or in connection with all
- Contracts in contract, tort (including negligence), breach of statutory duty or otherwise, will in no circumstances exceed the greater of:
- (a) £10,000; and
  - (b) the Recurring Charges paid by Customer under all Contracts during the 12 months preceding the claim, subject to a maximum of £500,000.
- 9.4 Service Provider's liability to pay Credits in accordance with Paragraph 6.1 of the Support Terms will be the maximum extent of Service Provider's liability and Customer's exclusive financial remedy for an Incident, whether or not Customer actually claims the available Credits. Credits credited by Service Provider to Customer will be taken into account for the purposes of calculating the limitation amounts in Clause 9.3.
- 9.5 Where the provisions of a Contract are inconsistent with any rights or remedies Customer has under any Legislation because it is a Small Business Customer which cannot be varied, Customer's rights under such Legislation will apply instead of the provisions of the Contract to the extent they are inconsistent.
- 9.6 Service Provider will not be liable to Customer for Credits or otherwise for any failure of a Product as a result of any:
- (a) act or omission of Customer, End Users or any of their agents, sub-contractors, officers, directors or employees;
  - (b) Customer Equipment;
  - (c) failure by Customer to implement any reasonable instructions issued by Service Provider; or
  - (d) suspension of the Product under Clause 8.
- 9.7 Except as expressly set out in a Contract and to the extent permissible by law, all other warranties, terms and conditions, guarantees as to quality or fitness for a particular purpose of the Products or any other conditions or guarantees, whether express or implied by law, custom or otherwise are excluded.
- 10 EQUIPMENT**
- 10.1 Property in and ownership of the:
- (a) Ancillary Equipment remains with Service Provider or its suppliers at all times;
  - (b) Customer Equipment remains with Customer at all times; and
  - (c) Purchased Equipment remains with Service Provider or its suppliers until Customer has paid Service Provider the Charges for the Purchased Equipment in full when property and ownership will pass to Customer.
- 10.2 Customer must clearly identify any Service Provider Equipment at the Sites.
- 10.3 Risk in and liability for Service Provider Equipment passes to Customer on delivery of each item thereof. Customer must insure the Service Provider Equipment in respect of all relevant risks from delivery. Customer will provide a copy of the insurance policy to Service Provider upon request.
- 10.4 Customer must:
- (a) not, nor permit any other person, to sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper with, remove or interfere with the Service Provider Equipment or suffer any distress, seizure or execution to be levied against any Service Provider Equipment;
  - (b) keep the Service Provider Equipment at the Site and stationary at all times;
  - (c) house, keep and use any Service Provider Equipment in accordance with any written instructions notified to Customer by Service Provider from time to time or, in the absence of such instructions, to the same standard as a reasonable owner of the Service Provider Equipment would if it were their property;

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- (d) in the case of an emergency, take whatever steps as are reasonably necessary to safeguard the Service Provider Equipment and notify Service Provider as soon as possible of the circumstances of such emergency;
- (e) not remove, tamper with or obliterate any words or labels on the Service Provider Equipment or any part thereof; and
- (f) permit Service Provider or its agent to inspect, test and maintain the Service Provider Equipment at all reasonable times and on reasonable notice.
- 10.5 Customer must immediately notify Service Provider of any loss or damage to any Service Provider Equipment. Without prejudice to Service Provider' other rights and remedies, where Customer breaches the provisions of this Clause 10:
- (a) Customer indemnifies and promises to pay on demand Service Provider for the costs of repairing or replacing any Service Provider Equipment damaged by Customer's or End User's breach of this Clause 10; and
- (b) Service Provider will not be liable to Customer for any failure to provide the Product as a result thereof.
- 10.6 Service Provider does not provide any warranty in respect of any Service Provider Equipment but, where possible, will provide Customer with the benefit of any manufacturer's warranty.
- 10.7 Service Provider will be entitled, after termination (for any reason whatsoever) of a Contract by giving notice of its intention to repossess the Service Provider Equipment, to:
- (a) require Customer (at Customer's cost and risk) to immediately return the Service Provider Equipment to Service Provider; or
- (b) enter upon any premises with such transport as may be necessary and repossess any Service Provider Equipment.
- 11 SITES AND ACCESS**
- 11.1 Customer must procure at its own expense all permissions, licences, waivers, consents, registrations and approvals necessary for Service Provider to deliver, install and provide the Products at the Sites.
- 11.2 Where Service Provider Equipment is required to be installed at a Site, Customer must prepare the Site in accordance with Service Provider' reasonable instructions.
- 11.3 To enable Service Provider to carry out its obligations and exercise its rights under a Contract, Customer must upon request of Service Provider, permit or procure permission for Service Provider or anyone acting on Service Provider' behalf to access the Site at all reasonable times. Service Provider will not be liable for any failure to provide the Product to the extent caused by Customer's failure to comply with this Clause 11.3.
- 11.4 Customer will provide or procure a safe working environment at the Site for Service Provider employees and anyone acting on Service Provider' behalf. Service Provider employees or anyone acting on Service Provider' behalf will observe the reasonable regulations affecting the Site as previously advised in writing to Service Provider.
- 12 EVENTS OUTSIDE THE PARTIES' REASONABLE CONTROL**
- 12.1 A Party will be not liable for any delay in performing or failure to perform any of its obligations under a Contract (other than Customer's obligation to pay the Charges) which occurs as a result of a Force Majeure Event.
- 12.2 In the event that a Force Majeure Event continues for a period of 60 days, the Party not subject to the Force Majeure Event will have the right to terminate in accordance with Clause 7.2 or 7.3.
- 13 CONFIDENTIALITY**
- 13.1 Neither Party will disclose to any third party without the prior written consent of the other Party any Confidential Information which is received from the other Party as a result of a Contract. Both Parties agree that any Confidential Information received from the other Party will only be used for the purposes of performing its obligations under a Contract. These restrictions will not apply to any information which is:
- (a) or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 13; or
- (b) acquired from a third party who owes no obligation of confidence in respect of the information; or
- (c) or has been independently developed by the recipient without use of the other Party's Confidential Information.
- 13.2 Notwithstanding Clause 13.1, either Party will be entitled to disclose the Confidential Information of the other Party to:
- (a) a third party to the extent that this is required by any court of competent jurisdiction or by a governmental or regulatory authority, or where there is a legal duty or requirement (other than a contractual duty or requirement) to disclose such Confidential Information; or
- (b) another party solely where it is necessary to discharge an obligation under a Contract. Prior to disclosing any Confidential Information pursuant to this Clause 13.2(b), the disclosing Party shall ensure that any recipient is subject to obligations of confidentiality of a nature equivalent to those set out in this Clause 13. Each Party shall remain liable to the other Party for any breaches of this Clause 13 by any recipient.
- 14 INTELLECTUAL PROPERTY**
- 14.1 All Intellectual Property Rights in the Products will be owned by Service Provider and its Affiliates, save to the extent that any of the same contain Intellectual Property Rights owned by third parties.
- 14.2 Service Provider grants to Customer a non-exclusive, royalty free, licence to use Service Provider' Intellectual Property Rights within the United Kingdom, for the purpose of utilising the Products in accordance with the terms of the Contract and any usage guidelines that Service Provider may provide from time to time.
- 14.3 Customer grants to Service Provider and its Affiliates a non-exclusive, royalty free, licence to use, copy and interface with any Intellectual Property Rights within the United Kingdom in any Customer Equipment and the information and data in the Products for the purpose of performing Service Provider's obligations under the Contract.
- 14.4 Notwithstanding Clause 14.2, Customer will not be entitled to use the name, trade mark, trade name, or other proprietary identifying marks or symbols of Service Provider or its Affiliates without Service Provider's prior written consent.
- 14.5 In the event that Products contain Intellectual Property Rights owned by third parties which Service Provider is not entitled to sub-licence to Customer, Service Provider will use reasonable endeavours to assist Customer, at Customer's cost and expense, in obtaining a licence to use those Intellectual Property Rights owned by third parties on terms that are acceptable to Customer.
- 14.6 In the event that Customer Equipment contains Intellectual Property Rights owned by third parties which Customer is not entitled to sub-licence to Service Provider, Customer will use reasonable endeavours to assist Service Provider, at Service Provider's cost and expense, in obtaining a licence to use those Intellectual Property Rights owned by third parties on terms that are acceptable to Service Provider.
- 14.7 Customer will not, and will procure that its personnel and, where used, its sub-contractors and their personnel, do not, do anything (whether by omission or commission) during the Contract or at any time thereafter to affect or imperil the validity of any Intellectual Property Rights belonging to Service Provider or its Affiliates.
- 14.8 Customer will not obtain any rights in respect of any of Service Provider's Intellectual Property Rights by virtue of the Contract.
- 15 DATA PROTECTION**
- 15.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation.

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- 15.2 In most cases, when Service Provider and Customer Process Personal Data pursuant to a Contract, they will be acting as independent Controllers. In rare circumstances, Service Provider may also act as a Processor, with Customer being the Controller.
- 15.3 Where Service Provider is acting as an independent Controller, it will do so in accordance with its Privacy Policy.
- 15.4 Where Service Provider is acting as a Processor:
- (a) the Personal Data Annex sets out the scope, nature and purpose of Processing that may be carried out by Service Provider, the duration of such Processing, the types of Personal Data and the categories of Data Subject;
- (b) without prejudice to the generality of Clause 15.1:
- (i) Customer will ensure that it has all necessary appropriate lawful reasons and notices in place to enable lawful transfer of the Personal Data to Service Provider for the purposes of the Contract; and
- (ii) Service Provider will:
- (A) Process Personal Data only on the written instructions of Customer, including regarding transfers of Personal Data outside of the United Kingdom, unless Service Provider is required to do so by a legal obligation and, if so, Service Provider will notify Customer of this before such Processing, unless a legal obligation prohibits this;
- (B) ensure that all personnel authorised by Service Provider to Process Personal Data are obliged to keep the Personal Data confidential;
- (C) ensure that it has in place appropriate technical and organisational measures designed to protect against a Personal Data Breach, appropriate to the harm that might result from such Personal Data Breach and the nature of the Personal Data to be protected. Service Provider shall have regard to the state of technological development and the cost of implementing any measures, including, where appropriate:
- 1) pseudonymising and encrypting Personal Data;
  - 2) ensuring confidentiality, integrity, availability and resilience of its systems and services;
  - 3) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and
  - 4) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it;
- (D) notify Customer without undue delay if it becomes aware of a Personal Data Breach;
- (E) assist Customer in responding to any requests from Data Subjects and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with regulators, save that if this is not within the reasonable remit of the Products, this will be at Customer's cost;
- (F) at Customer's written direction, delete (or put Beyond Use) or return Personal Data to Customer once provision of the Products has ceased, provided that Service Provider may keep such limited copies of Personal Data as are strictly required for legal, regulatory, internal or external compliance and back-up purposes; and
- (G) maintain records and information to demonstrate its compliance with Clauses 15.4(b)(ii), 15.4(c) and 15.4(d) and, where this is not sufficient, allow for audits by Customer or Customer's auditor solely to demonstrate compliance, at Customer's cost, provided that:
- 1) Customer:
    - a) will not exercise its audit rights more than once in any 3 year period, save where Customer reasonably believes that a further audit is required due to a Personal Data Breach;
    - b) gives at least 30 days' written notice of its intention to audit, including specific details on the scope of the audit and any required evidence;
    - c) conducts its audit during normal business hours and limits its audit to a maximum of 2 Business Days; and
    - d) takes all reasonable measures to prevent material business interruption to Service Provider;
  - 2) such audit is subject to the confidentiality provisions of the Contract; and
  - 3) Service Provider may demonstrate its compliance with Clauses 15.4(b)(ii), 15.4(c) and 15.4(d) by complying with an approved code of conduct or by obtaining an approved certification;
- (c) Customer consents to Service Provider appointing the Third-Party Processors to assist it in providing the Products. If Service Provider intends to change any of the Third-Party Processors, it will notify Customer by updating the Third-Party Processor List thereby giving Customer the opportunity to object to such change; and
- (d) Service Provider shall ensure that all agreements with the Third-Party Processors will incorporate terms that are substantially similar to those set out in this Clause 15. If a Third-Party Processor fails to fulfil its data protection obligations to Customer, Service Provider will remain fully liable to Customer for such Third-Party Processor's obligations.
- 15.5 Customer indemnifies and promises to pay on demand Service Provider and its Affiliates for any loss, fine, liability and cost arising out of or in connection with:
- (a) an act or omission of Service Provider arising from the instructions of Customer; and
  - (b) any breach by Customer of the Data Protection Legislation, unless and to the extent that the breach was caused by Service Provider.
- ## 16 TRIAL PRODUCTS
- 16.1 From time to time Service Provider may invite Customer to try Trial Products. Customer may accept or decline any such trial. Trial Products are provided for evaluation purposes "as is" and not for live or commercial use, are not supported, may contain defects, and may be subject to additional terms. Trial Products are not considered "Products" and the exclusions set out in Clause 9.7 shall apply to all Trial Products. Service Provider may terminate any Trial Product at any time in its sole discretion and is under no obligation to make any Trial Product commercially available.
- ## 17 SEVERANCE
- 17.1 If any provision of a Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable:
- (a) the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable; or
  - (b) to the extent that modification under Clause 17.1(a) cannot be implemented, such provision or part-provision shall, to the extent required, be deemed not to form part of such Contract,
- and the validity and enforceability of the other provisions of such Contract shall not be affected.
- ## 18 ASSIGNMENT AND SUB-CONTRACTING
- 18.1 Subject to Clause 18.2, neither Party will assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner

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- with any or all of its rights and obligations under a Contract without the prior written consent of the other Party.
- 18.2 Service Provider may assign, transfer or sub-contract any or all of its rights and obligations under a Contract to a third party provided that Service Provider remains primarily liable for the acts and omissions of such third party subject to the terms and conditions of the Contract.
- 19 WAIVER**
- 19.1 A waiver of any right or remedy under a Contract or by law is only effective if given in writing and will not be deemed a waiver of any subsequent breach or default, except as set out in Clause 19.3 and Paragraph 6.3 of the Support Terms.
- 19.2 A failure or delay by a Party to exercise any right or remedy provided under a Contract or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under a Contract or by law will prevent or restrict the further exercise of that or any other right or remedy, except as set out in Clause 19.3.
- 19.3 Customer must bring any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims) within 12 calendar months of the date it first became aware or ought reasonably to have become aware of the facts giving rise to the liability or alleged liability or within the relevant statutory limitation period, whichever is the earlier or such dispute or claim will be barred.
- 20 THIRD PARTY RIGHTS**
- 20.1 PhonepayPlus may directly enforce the provisions of a Contract under the Contract (Rights of Third Parties) Act 1999 in so far as such provisions relate to regulation of a Product by PhonepayPlus.
- 20.2 Each Contract will enure for the benefit of Service Provider and its Affiliates from time to time.
- 20.3 Customer may make the Products available to its Affiliates and authorises Service Provider to accept Product Orders submitted directly by its Affiliates. Customer will be liable to Service Provider for any obligations undertaken by its Affiliates under a Contract including any liability to pay the Charges in respect of any Products provided by Service Provider to Customer's Affiliates (even if invoiced directly to the Affiliate) and Customer will be liable to Service Provider for any act and omission of its Affiliates in breach of the terms and conditions of a Contract. Customer's Affiliates will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract, but Service Provider will be liable to Customer for any loss or damage suffered by Customer's Affiliate as a result of Service Provider's breach of a Contract as if such loss had been suffered by Customer.
- 20.4 Except as expressly provided in Clauses 20.1, 20.2 and 20.3, a person who is not a party to a Contract will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract.
- 20.5 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under a Contract are not subject to the consent of any other person.
- 21 NOTICES**
- 21.1 All contractual notices for a Contract must be in writing and be sent either by letter or email as follows:
- (a) in the case of Service Provider:
- (i) Address: Soapworks, Ordsall Lane, Salford, M5 3TT, Attention: Head of Legal; or
- (ii) Email: [contractnotices@talktalkplc.com](mailto:contractnotices@talktalkplc.com); or
- (b) in the case of Customer:
- (i) Address: using the details set out on the quote attached to these Customer Account Terms; or
- (ii) Email: using the email details set out on the quote attached to these Customer Account Terms.
- 21.2 Operational correspondence should be sent to a Party's usual operational contact(s).
- 21.3 A Party may change the details recorded for it in this Clause 21 by notice to the other in accordance with Clause 21.1.
- 21.4 Notices are effective where:
- (a) delivered by hand, at the time of signature of a delivery receipt or at the time the notice is left at the relevant address;
- (b) sent by guaranteed next Business Day delivery service providing proof of postage, at 9am on the second Business Day after the posting date;
- (c) sent by email, on the sending date in the sender's time zone where sent before 5pm in the recipient's time zone on a Business Day or on the next Business Day where sent after 5pm, in each case as verified by written or automated notification or by electronic log; or
- (d) for the purposes of Clauses 6.1 and 7.3(a), as an alternative to the preceding methods, at the time of a verbal notification to Customer's finance/accounts payable department, and to be followed up with written notice.
- (e) If, subsequent to sending an email notice in accordance with Clause 21.1, a Party receives notice that such email has not been delivered then this shall not invalidate the service of the original email notice (including as to time of effectiveness) but the notifying Party shall also send the relevant notice by another method of service listed in Clause 21.1 as soon as reasonably practicable.
- 22 VARIATIONS**
- 22.1 Subject to Clause 4.3, Service Provider may need to change the terms of a Contract (including Charges) from time to time. Such changes will be made on notice.
- 22.2 Unless a change under Clause 22.1 is made pursuant to Clauses 5.7 - 5.10 or falls within the scope of Clause 22.3, Service Provider will give Customer not less than one month's notice in writing and Customer may terminate the Contract in accordance with Clause 7.2.
- 22.3 Clause 22.2 does not apply to any change which is:
- (a) exclusively to the benefit of Customer;
- (b) purely administrative with no negative effect on Customer (e.g. change of contact address); or
- (c) directly imposed by Legislation, approved by Ofcom or set out in Ofcom's General Conditions of Entitlement.
- 22.4 Service Provider reserves the right to manage change control in relation to any Product in accordance with any procedure set out in the applicable Product Documentation.
- 23 ENTIRE AGREEMENT**
- 23.1 Each Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, covenants, indemnities, commitments, warranties, representations, statements and understandings between them howsoever made, whether express or implied, and whether made innocently or negligently ("**Statements**") relating to its subject matter.
- 23.2 Each Party acknowledges that in entering into a Contract it does not rely on, and shall have no remedies in respect of, any Statements that are not expressly stated in the applicable Contract.
- 23.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any Statements or terms of a Contract.
- 24 SURVIVAL OF CLAUSES**
- 24.1 The expiry or termination of a Contract will not affect any provisions of it as are expressed to operate or have effect after its termination

## CUSTOMER ACCOUNT TERMS

and will be without prejudice to any right of action already accrued to either Party in respect of any breach of a Contract by the other Party.

- (b) any Special Conditions; then
- (c) the Product Terms; then
- (d) these Customer Account Terms; then
- (e) documents attached or referred to in the Contract.

### 25 COMPLAINTS

25.1 For any complaints, Customer should refer to the Service Provider Code of Practice, which is found in the footer to the Service Provider website.

### 26 GOVERNING LAW AND JURISDICTION

26.1 Each Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims):

- (a) shall be governed by, and construed in accordance with, the laws of England and Wales; and
- (b) the Parties submit to the exclusive jurisdiction of the courts in England and Wales in relation to any matters arising therefrom.

### 27 DEFINITIONS AND INTERPRETATION

27.1 In a Contract:

- (a) words and phrases used with capital letters have the meanings given in the glossary at the end of these Customer Account Terms, unless otherwise defined in the glossary at the end of the applicable Product Terms or in a Product Order;
- (b) headings shall be for ease of reference only and shall not affect the interpretation of the Contract;
- (c) other than Customer's obligation to pay the Charges in accordance with Clause 5.1, time will not be of the essence and any dates given are estimates only;
- (d) any obligation on a Party not to do something includes an obligation not to allow that thing to be done; and
- (e) references to:
  - (i) Clauses are to clauses in these Customer Account Terms and to Paragraphs are to paragraphs of the Support Terms or the applicable Product Terms;
  - (ii) a person includes a corporate or unincorporated body (whether or not having a separate legal personality);
  - (iii) one gender will include a reference to any other gender;
  - (iv) a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and will include all subordinate legislation made from time to time under that statute or statutory provision;
  - (v) writing or written does not include faxes;
  - (vi) the Contract or to any other agreement or document referred to in the Contract is a reference to the Contract or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of the Contract) from time to time;
- (f) words in the singular will include the plural and vice versa; and
- (g) the words "**include(s)**", "**including**" or "**in particular**" are deemed to have the words "without limitation" following them.

27.2 Where a Contract comprises multiple Products, Customer's right of termination, the treatment of any Incident and any Credits due will be construed in relation to the affected Product only, unless the Product comprises multiple Connections when Customer's right of termination, the treatment of any Incident and Credits due will be construed in relation to the affected Connection only.

27.3 In the case of conflict or ambiguity, the order of precedence for a Contract and any documents attached to or referred to in it will be as follows, in descending order of importance:

- (a) the Product Order; then

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### SUPPORT TERMS

#### 1 SUPPORT OPERATING HOURS

- 1.1 Incident logging is available 24 hours a day seven days a week 365 days a year.
- 1.2 Customer service and Incident resolution support is as detailed in the Support Annex.

#### 2 MAINTENANCE

- 2.1 Service Provider will use reasonable endeavours to carry out any Maintenance during the Maintenance Window. Maintenance will not constitute an Incident where:
  - (a) Service Provider notifies Customer in advance of the Maintenance as set out in the relevant Support Annex;
  - (b) it does not exceed the maximum duration specified in the notification for such Maintenance;
  - (c) it does not impact the Product; or
  - (d) it is carried out during the Maintenance Window.

#### 3 INCIDENT MANAGEMENT

- 3.1 Before contacting Service Provider about an Incident, Customer should make all reasonable efforts to rule out the possibility that it is caused by Customer Equipment.
- 3.2 Customer should report an Incident to Service Provider as soon as reasonably practicable.
- 3.3 Where the cause of an Incident is not due to a failure of a Product (for example if there is a failure of Customer Equipment), Customer shall be liable for Service Provider' reasonable costs and expenses incurred in investigating the same.
- 3.4 Unless the Product Documentation states otherwise Customer must report Priority 1 or 2 Incidents using the telephone number on the Service Provider Website or as otherwise provided by Service Provider. Any Priority 1 or 2 Incidents which are not reported in the correct manner are not subject to the Resolution Target.
- 3.5 Priority Level 3 Incidents may be reported by phone, email or relevant web portal.
- 3.6 Customer will be required to provide the following information when reporting the Incident:
  - (a) contact details (including email) of person reporting Incident;
  - (b) Incident Site contact details;
  - (c) times at which Customer representative will be at Site to give access to Service Provider or its representative;
  - (d) Connections or Products affected; and
  - (e) Incident description or details of the Incident symptoms.
- 3.7 When an Incident is reported by Customer, Service Provider will assign a Priority Level and Incident reference and provide this to Customer within 30 minutes of notification of the Incident to Service Provider.
- 3.8 Where an Incident is temporarily repaired, the Incident may be reduced to a lower Priority Level as appropriate. The re-classification of an Incident will determine the course of actions thereafter.
- 3.9 For Priority 1 Incidents, Customer agrees that Intrusive Testing by Service Provider can occur without seeking permission. For any other issue where Service Provider believes that Intrusive Testing is required, it will seek permission from Customer before doing so.

- 3.10 Where an appointment is agreed to work on Site and anyone acting on Service Provider' behalf is unable to gain access to the Site or carry out the necessary work on Site, Service Provider may levy associated Ancillary Charges, unless it is Service Provider' error.

#### 4 INCIDENT PRIORITY

- 4.1 Incident Priority is classified accordingly:

Priority Level	Incident Description
<b>Priority 1 Total Outage</b>	Total loss of service existing for five minutes or more before logging.
<b>Priority 2 Severe Intermittence</b>	Significant degradation or materially intermittent connectivity that has high degree of service impact and where the intermittence can be demonstrated repeatedly within an hour interval.
<b>Priority 3 Degradation</b>	Incident has low service impact.

#### 5 RESOLUTION

- 5.1 The duration of an Incident will be measured in Clock Hours.
- 5.2 Service Provider may keep an Incident open for monitoring purposes after Resolution until Closed.
- 5.3 If the same Product (or, where applicable under Clause 27.2, a Connection) experiences multiple Incidents arising from a single root cause within the same month, Service Provider will consider and treat this as an intermittent single Incident for the purposes of Resolution Targets and Credits.

#### 6 CREDITS

- 6.1 In the event that an Incident is not Resolved within the Resolution Target, Service Provider will credit Customer's account with the applicable percentage of the Recurring Charges paid for the relevant Product (or, where applicable under Clause 27.2, Connection) in respect of the calendar month in which the Incident occurred and as detailed in applicable Support Annex (if any).
- 6.2 The maximum Credits available per month will be as detailed in the Support Annex.
- 6.3 In order to receive any available Credits, Customer must notify Service Provider, in writing, within 30 days of the end of the calendar month for which Credits are claimed. If Customer fails to claim the Credit within this time period, Customer will be deemed to have waived Customer's right to claim the Credit.
- 6.4 All claims for Credits must be supported by the appropriate Incident references.
- 6.5 Service Provider will review the Incident to substantiate the amount of Credit due, if any.
- 6.6 Any Credit claimed by Customer will be delivered in the form of a credit note which can only be applied against future invoices.

#### 7 ESCALATION

- 7.1 Escalation means that more senior support staff will be made aware of Customer's Incident and provide additional assurance to Customer.
- 7.2 Service Provider will provide Customer with the escalation procedure for each Product on request.



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### PERSONAL DATA ANNEX

Scope of Processing	Service Provider Processes Personal Data to enable it to provide, manage, enhance, review and service the Products and to discharge any legal obligations imposed upon it.
Nature and Purpose of Processing	Service Provider Processes the Personal Data to: <ul style="list-style-type: none"><li>(a) identify, manage and help resolve Incidents and problems;</li><li>(b) receive, manage and help resolve certain requests, queries, complaints and claims;</li><li>(c) provide certain Products e.g. call recording and security Products;</li><li>(d) help Customer analyse and understand Product availability and speeds;</li><li>(e) migrate End Users at Customer's request, or provide other services to support the sale or disposal of all or part of a Customer's customer base; and</li><li>(f) deal with other ad-hoc requests from Customer.</li></ul>
Categories of Personal Data	The Personal Data Processed shall concern the following categories of Personal Data only: <ul style="list-style-type: none"><li>(a) account data e.g. caller line identification/telephone numbers, account number, device ID, IP address, service history and usage data;</li><li>(b) personal data e.g. name, title, date of birth, address and circuit ID;</li><li>(c) company data where this identifies a Data Subject e.g. company name and company registered number;</li><li>(d) contact information e.g. email address;</li><li>(e) professional life data e.g. job title and employer;</li><li>(f) Product information e.g. speed logs; and</li><li>(g) special categories of Personal Data e.g. data relating to physical or mental health and biometric data for voice recognition software or the implementation of security measures.</li></ul>
Categories of Data Subject	The Personal Data Processed shall concern the following categories of Data Subjects only: <ul style="list-style-type: none"><li>(a) officers and staff of Customer, including employees, consultants, volunteers, agents, temporary workers, casual workers and other individuals authorised to act on behalf of Customer; and</li><li>(b) Ends Users or their authorised representatives.</li></ul>
Duration of Processing	Service Provider shall Process Personal Data for no longer than is necessary for the purposes for which it is Processed.

## CUSTOMER ACCOUNT TERMS

### GLOSSARY

<b>Affiliate</b>	In relation to a Party to a Contract (at the relevant time), any company which is a Subsidiary or a Holding Company or which is a Subsidiary of any such Holding Company from time to time (where 'Subsidiary' and 'Holding Company' have the meanings given in section 1159 and Schedule 6 of the Companies Act 2006).
<b>Ancillary Charges</b>	Any third party charges incurred by Service Provider relating to the provision of a Product that are not Installation Charges, Recurring Charges, Usage Charges or Cancellation Charges.
<b>Ancillary Equipment</b>	Any equipment, apparatus, software, systems and cabling provided by, or on behalf of, Service Provider to provide a Product at a Site. The Ancillary Equipment does not include the Service Provider Network.
<b>Beyond Use</b>	As specified in accordance with guidance issued by the Information Commissioner's Office from time to time.
<b>Business Day</b>	A day which is not Saturday, Sunday or a public holiday in England and Wales.
<b>Cancellation Charges</b>	The charges (if any) set out in any Product Terms, Product Order or Price List payable by Customer to Service Provider as a result of cancelling a Contract or any Connection during a Contract Term.
<b>Charges</b>	The Installation Charges, the Recurring Charges, the Usage Charges, the Ancillary Charges and the Cancellation Charges.
<b>Clock Hours</b>	The difference between the logging of the Incident and when the status of the Incident becomes Resolved, excluding Parked Time.
<b>Closed</b>	The status that an Incident is changed to when either: (i) Service Provider has notified Customer that the Incident has been Resolved and Customer confirms the Incident is fixed; or (ii) when the status has been Pending Requestor Information for three days.
<b>Confidential Information</b>	All business and trade secrets, methods of doing business, customer lists, tariffs and pricing information and all other confidential information and material disclosed by or obtained from a Party in connection with a Contract.
<b>Connection Date</b>	The date Service Provider notifies Customer a Product will be ready for use by Customer or, where a Product comprises multiple Connections, a Connection will be connected to the Service Provider Network or, if earlier, the date upon which Customer first uses the Product or Connection.
<b>Connection(s)</b>	Each single connection of a Product to the Service Provider Network and " <b>Connected</b> " will be construed accordingly.
<b>Contract</b>	A Product Order and any terms set out in it, which has been accepted by Service Provider in accordance with Clause 1.2, incorporating the Customer Account Terms and the applicable Product Terms.
<b>Contract Term</b>	The period commencing on the date of the Contract and expiring after the period from the Connection Date specified in the applicable Product Terms or Product Order.
<b>Controller</b>	As defined in the Data Protection Legislation.
<b>Credit Limit</b>	A monthly financial limit on the Charges which may be incurred under all Contracts.
<b>Credits</b>	The amounts payable, if any, by Service Provider to Customer under Paragraph 6.1 of the Support Terms.
<b>Customer Account Terms</b>	These terms and conditions including the Support Terms.
<b>Customer Equipment</b>	Any equipment, apparatus, software, systems and cabling provided by Customer and used to access the Products.
<b>Data Protection Legislation</b>	GDPR, the Data Protection Act 2018 and UK GDPR.
<b>Data Subject</b>	As defined in the Data Protection Legislation.
<b>End User</b>	Any person authorised by Customer to use the Product.
<b>Force Majeure Event</b>	An event beyond the reasonable control of a Party which is not attributable to its fault or negligence, including acts of God, expropriation or confiscation of facilities, any form of government intervention, war, threat or preparation for war, hostilities, rebellion, terrorist activity, local or national emergency, civil commotion, strikes or other industrial action (other than affecting the Party seeking to rely on such event), imposition of sanctions, embargo, sabotage or riots, floods, fires, explosions or other catastrophes, natural disasters, nuclear or chemical or biological contamination, epidemic or pandemic, interruption or failure of utility service, power failures, non-availability of any third party communications services or the internet.
<b>GDPR</b>	The General Data Protection Regulation ((EU) 2016/679).
<b>Incident</b>	An unplanned interruption or a reduction in the quality of a Product.
<b>Installation Charges</b>	The charges incurred as a result of or arising from the installation of the Products by Service Provider at the Site.
<b>Intellectual Property Rights</b>	Patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off rights in designs, database rights, rights to use, and protect the confidentiality of, Confidential Information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>Intrusive Testing</b>	Testing carried out by Service Provider or its sub-contractors that will have a temporary, material detriment to a tested circuit's operation from Customer's perspective, to the extent that the Product may not be useable during testing.

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<b>Legislation</b>	Any legislation, authorisations, permissions, rules, regulations, codes of practice, orders and guidelines relating to the provision, marketing or use of the Products, including any directives or other requirements issued by any regulator from time to time.
<b>Maintenance</b>	Proactive maintenance of a Product to minimise Incidents.
<b>Maintenance Window</b>	The hours of 00:00 to 06:00, seven days a week or, where different, as set out in the relevant Product Terms.
<b>Material Failure</b>	The Product has fallen below the material failure threshold (if any) specified in the applicable Support Annex.
<b>Network Provider Edge</b>	The device between the Service Provider Network and areas administered by Customer.
<b>Network Terminating Equipment</b>	The device provided by or utilised by Service Provider at the end of a communication path to a Site to provide a connection from Customer Equipment to the Service Provider Network.
<b>Parked Time</b>	<p>The status an Incident is moved to when resolution of the Incident is outside the control of Service Provider including when:</p> <ul style="list-style-type: none"><li>(a) an act or omission by Customer or a third party acting on Customer's behalf prevents Service Provider from completing its obligations;</li><li>(b) the status of the Incident is Pending Requestor Information;</li><li>(c) Customer fails to accept the first engineering appointment within the Resolution Target offered by Service Provider (until such time as the agreed engineering appointment commences);</li><li>(d) Service Provider or its agent is unable to gain access to the relevant Site or Equipment (as applicable);</li><li>(e) Service Provider is awaiting power down or up of Customer Equipment;</li><li>(f) Service Provider is unable to progress resolution of the Incident due to Maintenance;</li><li>(g) the Incident is outside the applicable resolution support hours; or</li><li>(h) the Incident is assigned to BT or other applicable Third Party Operator and then BT or other applicable Third Party Operator validly place the Incident within parked time.</li></ul>
<b>Party</b>	Service Provider or Customer and together the "Parties".
<b>Pending Requestor Information</b>	When Service Provider has requested information or an action from Customer and is unable to progress the Incident without the requested information or action being completed.
<b>Personal Data</b>	As defined in the Data Protection Legislation.
<b>Personal Data Annex</b>	The section of these Customer Account Terms headed "Personal Data Annex" and which may be updated by Service Provider by posting an update at <a href="https://www.talktalkbusiness.co.uk/legal/processing-particulars">https://www.talktalkbusiness.co.uk/legal/processing-particulars</a> .
<b>Personal Data Breach</b>	As defined in the Data Protection Legislation.
<b>Premium Services Regulator</b>	At the applicable time, the current regulatory body for all premium rate charged telecommunications services and any references in a Contract or Product Documentation to a predecessor (e.g. PhonepayPlus or ICSTIS) shall be deemed to be a reference to the regulatory body at the applicable time.
<b>Price List</b>	The price list of Charges for the applicable Product as provided to Customer and as such are periodically updated and made available to Customer from time to time.
<b>Priority Level</b>	The level of priority of an Incident as assigned pursuant to the Support Terms.
<b>Privacy Policy</b>	Service Provider's privacy policy located at <a href="https://business.talktalk.co.uk/privacy-policy/">https://business.talktalk.co.uk/privacy-policy/</a> , as may be updated by Service Provider from time to time by posting an update at such URL.
<b>Processing</b>	As defined in the Data Protection Legislation and the word "Process" shall be construed accordingly.
<b>Processor</b>	As defined in the Data Protection Legislation.
<b>Product</b>	Any service, Ancillary Equipment and Purchased Equipment provided by Service Provider to Customer pursuant to a Contract or as more particularly described in the applicable Product Terms and any associated Product Documentation, and "Products" will be construed accordingly.
<b>Product Documentation</b>	Any Product specific documentation setting out technical specifications, parameters, capabilities, limitations or further relevant information, as made available to Customer, and as such may be periodically updated by Service Provider in accordance with these Customer Account Terms. Copies are available upon request from Service Provider.
<b>Product Order</b>	Each proper request for a Product made pursuant to these Customer Account Terms and the applicable Product Terms.
<b>Product Terms</b>	The terms applicable to a particular Product or group of Products.
<b>Purchased Equipment</b>	Any equipment, apparatus, software, systems and cabling purchased by Customer from Service Provider as a Product.
<b>Recurring Charges</b>	The regular charges for a Product that are incurred periodically in the same amount, such as line rental.
<b>Resolution Target</b>	The time within which Service Provider targets to resolve the Incident as set out in the applicable Support Annex.
<b>Resolved</b>	The status an Incident is changed to when Service Provider believes the Incident is fixed and "Resolution" will be construed accordingly.

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<b>Service Provider</b>	TalkTalk Business Direct Limited, a company registered in England & Wales with company number 11347230.
<b>Service Provider Equipment</b>	The Ancillary Equipment and, until title has passed to Customer in accordance with Clause 10.1(c), the Purchased Equipment.
<b>Service Provider Network</b>	The public electronic communications network operated by Service Provider or its Affiliates from time to time.
<b>Site</b>	Any premises, not owned or controlled by Service Provider, at which a Product is to be provided.
<b>Small Business Customer</b>	A Customer who is neither a communications provider nor a person for which more than ten individuals work (whether as employees, volunteers or otherwise).
<b>Special Conditions</b>	Any express supplemental terms agreed between the Parties.
<b>Statements</b>	Has the meaning set out in Clause 23.
<b>Support Annex</b>	The section of the Product Terms that supplements the Support Terms by setting out the support standards applicable to a specific Product.
<b>Support Terms</b>	The section of these Customer Account Terms headed "Support Terms" that detail the support applicable to the Products.
<b>Third Party Operator</b>	The operator of any electronic communications network or provider of any electronic communications services over which or through which Service Provider may provide Products.
<b>Third-Party Processor List</b>	A list of the Third-Party Processors, which is available at <a href="https://www.talktalkbusiness.co.uk/legal/third-party-processor-list/">https://www.talktalkbusiness.co.uk/legal/third-party-processor-list/</a> .
<b>Third-Party Processors</b>	Service Provider' third-party processors, who may Process Personal Data outside of the European Economic Area, as detailed on the Third-Party Processor List.
<b>Trial Products</b>	Any Service Provider' product or service not generally available to Service Provider' customers.
<b>UK GDPR</b>	Has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
<b>Usage Charges</b>	The charges that are incurred based on use of a Product, such as call charges or bandwidth usage charges. This covers all charges incurred including where a Product is used without Customer's knowledge, consent or otherwise.