

Terms and Conditions of Agreement

1. Definitions

In these terms and conditions (unless the context otherwise requires):

"**The Act**" means the telecommunications act 1984 and any amendments, modifications, re-enactments or replacements of the act that may be made from time to time.

"**Call(s)**" means a signal, message or communication which can be silent, visual or spoken on each line that a carrier provides at a site.

"**The Contract**" means the contract between you and us for the provisions of the services which shall incorporate these terms.

"**Carrier**" means a licensed public switched telecommunications network provider. "**End User**" and "**Customer**" means a company taking the services on their line.

"**Failure of the service**" means the continuous total loss or the ability to make or receive calls, or the continuous total loss of a related services.

"**Line**" means a connection to the carrier network.

"**Normal working hours**" means:

1. (I) 0800-1800 Monday to Friday (excluding UK public and bank holidays) unless otherwise agreed by the parties from time to time; and
2. (II) For access to sites, 0800-1700 Monday to Friday (excluding UK public and bank holidays); and

"**Operational service date**" means the date when the service is first made available for use to an end user at a site.

"**Primary period**" means the length of time stated overleaf.

"**Service provider**" means Roam Networks

"**The services**" means the telecommunications services to be supplied by us pursuant to the contract.

"**Site(s)**" means a place or places at which a carrier or bt agrees to provide the services.

"**Terms**" means these terms and conditions which form part of the contract.

"**We**", "**us**" and "**our**" means Roam Networks and its successors in title and assigns from time to time.

"**You**" and "**your**" means the **company** with whom the contract is made.

Words in the singular shall include the plural and vice versa, references to any gender shall include the other and reference to legal persons shall include natural persons and vice versa.

1.1 The headings in these conditions are intended for reference only and shall not affect their construction.

2. General

2.1 These conditions shall apply to the contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by you to us and the provisions to these conditions shall prevail, unless expressly varied in writing and signed by a director on our behalf.

2.2 Any concession made or latitude allowed by us to you shall not affect our strict rights under the contract.

2.3 If in any particular case any of these conditions shall be or be held to be invalid or shall not apply to the contract the other conditions shall continue in full force and effect.

3. Length of the contract

3.1 The contract shall come into force on and with effect from the date of acceptance by us stated overleaf "**contract commencement date**" subject to the provisions of these terms, these terms will continue in force after the primary period for the duration of the contract unless and until terminated by either party hereto giving at least three months' notice in writing by recorded delivery post to the other, expiring at the end of the primary period or on any subsequent anniversary thereof.

The contract 'term' is valid from the billing commencement date.

3.2 If any additional services are requested by the customer to be added to the customer's account following the signature of this contract, or rate changes or tariff changes are made, the primary period will start again from the date such additional services are added or the changes are made, or if relevant, any other agreed term shall apply as stated in the special arrangements section on the third page of this document.

4. Provision of the service

4.1 Roam Networks will provide the end user the service under the terms of the contract.

4.2 Roam Networks will provide the service with the reasonable skill and care of a competent telecommunications service provider, including determining how best to provide the service at any site.

4.3 Roam Networks will use reasonable endeavors to provide the service by the dates agreed with the customer but all dates are estimates and Roam Networks has no liability for any failure to meet those dates.

4.4 Subject always to paragraph 4.2 above, Roam Networks will use reasonable efforts to provide an uninterrupted service to the end user. From time to time faults may occur which Roam Networks will liaise with the carrier to repair in accordance with the fault repair service.

4.5 If appropriate, you authorize us, our agents, employees or other authorized personnel, to reprogram and/or install access equipment, in order to provide the services.

4.6 Activation of broadband service. Before being able to activate the service, Roam Networks will:

(a) Verify that your premises are in an area in which the service is available.

(b) Occasionally it will not be possible to establish whether the service can be activated until after the service is installed at your premises.

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(c) If the service cannot be activated, Roam Networks will notify you as soon as possible and the contract will be cancelled and any charges made will be repaid to you. Roam Networks may propose an alternative service. If you prefer to accept the alternative instead of cancellation you will need to confirm that within 5 calendar days.

(d) If Roam Networks is unable to activate the service due to your act or omission or due to incorrect information being provided by you, Roam Networks reserves the right to charge you a failed connection fee of £30.00 +vat.

(e) Occasionally visits to your premises will be required. These visits are sometimes carried out by service provider or carrier. Roam Networks Ltd will liaise with you to arrange the timing of these appointments. It is also possible that a carrier may contact you directly in relation to the appointment.

(f) During activation of the service you may temporarily lose the use of your other telecommunications services.

(g) If you require a static IP address you will need to specify this in your order. If you do not specify this requirement you will receive either a dynamic or a static IP address at our discretion.

5. Roam Networks, a carrier or equipment supplied by Roam Networks

5.1 The Roam Networks or carrier equipment remains the property of Roam Networks or the carrier at all times. The equipment shall include all replacements, replacement parts, items fitted to the equipment, logbooks, handbooks, manuals and service records.

5.2 If Roam Networks or the carrier needs to install Roam Networks or carrier equipment at a site to enable Roam Networks or the carrier to provide the service, the end user will use reasonable endeavors to ensure that prior to installation they have:

(a) Prepared the site in accordance with Roam Networks or the carrier's reasonable instructions, if any;

(b) Made available a suitable place and conditions for the Roam Networks or carrier equipment.

(c) Provided at no charge to the Roam Networks or carrier, sufficient electricity to power the Roam Networks or carrier equipment;

(d) Agreed to restore the condition of the site including any re-decorating that may be required after installation is completed.

5.3 The end user is responsible for the Roam Networks or carrier equipment and must not add to, modify, carry out any maintenance on or in any way interfere with the equipment nor allow anyone else, (other than someone authorized by Roam Networks) to do so. The end user will be liable to us for any loss of or damage to the equipment, except where such loss or damage is due to fair wear and tear or is caused by Roam Networks, the carrier, or anyone acting on our behalf.

5.4 For any equipment supplied under the contract by Roam Networks:

(a) Risk passes and acceptance takes place at the time of delivery.

(b) Title in equipment remains with Roam Networks.

(c) The customer undertakes not to sell, charge, assign, transfer or dispose of or part with possession of or encumber the equipment in any way.

(d) Roam Networks does not guarantee the continuing availability of any equipment. Roam Networks reserves the right to add to, substitute or to discontinue equipment.

5.5 If the customer does not wish to use Roam Networks provided equipment with the service, the customer can connect its own equipment once Roam Networks has proved the service to be working. The customer is responsible for ensuring that its equipment is compatible with the service. Roam Networks Ltd makes no warranty that the service will interoperate properly with your modem.

5.6 Equipment and software used in connection with the services.

5.7 You will not add to, modify, carry out any maintenance on or in any way interfere with equipment, nor allow anyone else to do so (other than someone authorized by us or by a supplier). You will ensure, and will procure that all customers ensure, that all apparatus attached (directly or indirectly) to the services will conform to the relevant standard or approval for the time being designated under the act and any requirements or standards stipulated in applicable law or any product literature supplied or published (whether by us or any applicable manufacturer or supplier).

5.8 You are solely responsible for the safekeeping of all equipment supplied to you and will be liable to us for any loss of or damage to it (except where such loss or damage is due to fair wear and tear or is caused by us or anyone acting on our behalf) and you will remain liable for all charges accrued during any period of loss, theft, damage or other inability to use the equipment.

5.9 Unless you notify us in writing of a material fault with any equipment within seven days following delivery, you will be deemed to have accepted it. You acknowledge and agree that seven days is a reasonable period for the purpose of inspecting the equipment and testing it for material faults.

5.10 We cannot guarantee the continuing availability of any particular item of equipment and you acknowledge that we may be dependent upon third parties for its provision. Accordingly, we may add to, substitute and/or discontinue any item of equipment and/or change the specification of the equipment at any time without being responsible for any liability that you suffer as a result.

6. Connection of equipment to the service

6.1 Any equipment connected to or used with the service must be connected and used in accordance with any published instructions and any safety or security procedures applicable to the use of that equipment.

6.2 Any equipment which is attached (directly or indirectly) to the service must be approved or compliant with any relevant legislation.

7. Use of the service

7.1 The end user must not use the service or knowingly allow or permit any member of staff to use the Roam Networks service:

(a) In a way that does not comply with the terms of the contract, or any other agreement (as appropriate) or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect; or

(b) Send, communicate, knowingly receive, upload, download or use any material or make any calls (where relevant) that are offensive, abusive, obscene or are intended to deceive

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(c) Download, possess or transmit in any way, any illegal material (d) Engage in criminal, illegal, terrorist or unlawful activities

(e) Send, communicate, knowingly receive, upload or download data or make any calls in such a way or in such amount the partner or end user knows or ought reasonably to know will have a material adverse effect on Roam Networks or any of its' suppliers.

8. Restrictions on sub-reselling

8.1 Pursuant to the agreement, you (and no other person) may resell the services. You will not resell the services in whole or in part to any person (including, for the avoidance of doubt, another member of your group) (a "sub-reseller") who themselves resells, intends to resell, or who it would be reasonable to contemplate resells or intends to resell the services.

9. Allocation and use of telephone numbers and porting of numbers

9.1 In the event that the service provider allocates any telephone numbers to the customer for the purpose of providing the services the customer acknowledges that it shall not acquire any legal, equitable or proprietary right to any such numbers and the service provider shall be entitled to withdraw or change any telephone number or code or group of numbers or codes upon giving the customer reasonable written notice.

For the avoidance or doubt, any and all intellectual property rights in any such telephone number shall at all times, as between the service provider and the customer, remain vested in the service provider.

9.2 Nothing in the agreement entitles you to use or permit anyone else to use, and you will not without our prior written consent, use in any way, or apply to register our names or trade names, logo, get up, trademark or any intellectual property belonging to us, a supplier or any of our or their respective group companies (including in your promotional literature) either alone or in combination with another word or device mark, if such use constitutes or would constitute a breach of the intellectual property rights belonging to us, a supplier or any of our or their respective group companies. Notwithstanding the foregoing, you are not prohibited from making legitimate use of the group name or any trademarks belonging to us, a supplier or our or their group companies whether in the form of factual statements, or in accordance with the terms of section 10(6) of the UK trade marks act 1994, or in any other way that does not infringe a registered trademark or common law rights of such person.

9.3 Where software, documentation or manuals are provided to enable you to use a service then, save as permitted by applicable law or expressly authorized by us in writing, you will not copy, de-compile, modify or make available to others such software, nor copy or make available to others the manuals or documentation, nor knowingly permit anyone else to do so.

9.4 Where we do not own a license or piece of software used in connection with a service, your use of and rights in such licenses or software is conditional on our obtaining a written license (or sub-license) from the relevant licensor or licensors on such terms as will entitle us to license such rights to you. We will not be liable to you for any modification to a service as a result of our loss of a license or sub-license due to factors outside our reasonable control.

9.5 If you wish to port any mobile, telephone or DDI number away from Roam Networks, you will be charged a porting fee of £250.

10. Suspension of service by us

10.1 We may at our sole discretion upon giving you written notice elect to suspend forthwith provision of the services until further notice without compensation on notifying you either orally (confirming such notification in writing) or in writing in the event that:

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(a) We are entitled to terminate the contract; or (b) We are obliged to comply with an order, instruction or request of the UK government, an emergency services organization, the provision of telecommunications services or the establishment of networks or any information provided across them or other competent administrative authority; or
(c) We need to carry out any emergency works to the network or any equipment installed at your premises by us for the purpose of providing the services.

10.2 Where any suspension of the services is implemented as a consequence of your breach, fault or omission (but not otherwise), you shall reimburse us for all costs and expenses incurred by our implementation of such suspension and/or the recommencement of the provision of the services as appropriate.

10.3 If we exercise our right to suspend the services this shall not restrict our right to terminate the contract.

11. Charges and payment

11.1 Our payment terms are 30 days from the date of invoice/statement, unless agreed otherwise. If we do not receive payment within 28 days of the date of invoice/statement, we may choose to suspend your services. In the event we choose to suspend your services pursuant to this clause, we accept no liability for any financial loss caused to you as a result of such suspension of services.

11.2 You shall pay the price for the services as set out in our proposal and/or as invoiced. We shall be entitled to decrease our prices at any time, such decrease to apply to all services provided after the date of the decrease and to be reflected in our next invoice. We shall be entitled to increase our charges at any time, such increase to apply to all services provided after the date of the increase and to be reflected in our next invoice. If the increase is greater than 15% we shall give you 30 days' notice of any such increase, such increase shall take effect and be reflected on the next invoice following the notice.

11.3 We shall prepare and send invoices for usage charges each calendar month in arrears or in such charges payable shall be calculated by reference to data recorded or logged by us and not be reference to any data recorded or logged by you and such data shall, in the absence of manifest error be final and binding.

11.4 The time of payment shall be of the essence of the contract.

11.5 Without prejudice to any other rights it may have, we are entitled (both before and after any judgement) to charge daily interest on amounts outstanding 30 days after the date of our invoice until payment in full is received, at a rate equal to 2 per cent per annum above the National Westminster Bank PLC base lending rate as current from time to time. Interest shall continue to accrue notwithstanding termination of the contract.

11.6 All sums referred to in the contract are stated exclusive of value added tax and any other taxes of a similar nature which may from time to time be introduced which shall (if applicable) to be charged by us and payable by you in the same manner as the usage charges.

11.7 The price for the service shall be due in full to us in accordance with the terms of the contract and you shall not be entitled to exercise any set-off, lien or any other similar right or claim.

11.8 All fixed charges are to be paid three calendar months in advance.

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11.9 If there is any breach of the contract, Roam Networks will have the right to contact all end users and transfer the service contract to Roam Networks, with written notice to the customer.

11.10 Any on-site assistance is chargeable.

11.11 In the event that any equipment and/or software is damaged, destroyed, lost or stolen then you agree to pay the applicable replacement or repair charges as determined by us from time to time.

11.12 In the event that any invoice that we send to you contains an error (howsoever arising) such that you are invoiced less than you owe, then we may send you a further invoice for the difference between the amount so invoiced and the amount that ought to have been invoiced had the error not been made, and you agree to pay any such additional invoice(s) on demand.

11.13 Unless any other method of payment is expressly agreed with us in writing, the charges will be paid by direct debit into the nominated bank account, and you agree to provide us on demand with all information necessary to allow payments to be made by such method. Time is of the essence in respect of such payments and payment will be deemed to have been made at the time when cleared funds are available to us in the nominated bank account. If we agree for you to pay us by a method other than direct debit, you agree to pay us an additional one-off charge to cover our additional costs incurred in accepting payment by that means. Please be advised that cheques are not legal tender and Roam Networks are not obliged to accept a cheque. Roam Networks are entitled to be paid in legal tender and therefore can refuse payment in any other form. Roam Networks cannot accept cheque payment for outstanding balances outside of the payment terms agreed.

11.14 We may in our sole discretion decrease the period of time within which invoices must be paid.

11.15.1 On 30 days' prior written notice; and/or 11.15.2 Immediately on notice where: (i) you are in breach of the agreement and, where such breach is capable of remedy, you have not remedied the breach within any time limit specified in the agreement or otherwise specified by written notice from us; (ii) we have reasonable grounds for suspecting that any invoice will not be paid when due; and/or (iii) you terminate the supply of all or any part of the services supplied under the agreement or seek to move away to another supplier a substantial portion of the services.

11.16 If you do not pay to us any sum due in accordance with the agreement by the due date for payment, we may charge and you agree to pay interest, a further fixed sum and reasonable costs, in each case as provided for under the late payment of commercial debts (interest) act 1998.

11.17 If we determine (in our sole discretion) that any invoice dispute is genuine and reasonable then:
11.17.1 If the disputed amount is less than £1,000 and less than 5 per cent of the total amount of the relevant invoice (excluding vat), the total amount invoiced will be due and payable on the due date notwithstanding that discussions to resolve the dispute are ongoing; or 11.17.2 If the disputed amount is £1,000 or more (excluding vat) or 5 per cent or more of the total amount of the relevant invoice (excluding vat), you may withhold the amount in disputed amount only until the dispute is resolved, but the balance will be due and payable on the due date.

11.18 You agree to pay all charges and sums owing to us under the agreement in full by the due date whether or not you have received payment from the customers. Any dispute between you and your customers regarding billing is your sole responsibility and is not a valid basis to dispute our invoice to you.

11.19 You agree to pay to us all amounts properly due and payable under the agreement in full and without making any deduction, withholding, counterclaim or set off except as required by law. If a

payment due from you to us is subject to tax (whether by way of direct assessment or withholding at source), you agree to increase the amount of the payment such that the net receipt, after tax, to us is the same as it would have been were the payment not subject to tax.

11.20 We may set off and/or withhold any payment to you against any other unpaid charges owed or liable to be paid to us by you under the agreement or any other agreement between us. In particular, where we receive monies from end users on your behalf ("end user collections"), including where we supply you with the dd collection service described in paragraph 2 of part b6, we may deduct from end user collections:

11.20.1 Any unpaid charges; and/or 11.20.2 Any amounts owing but unpaid by you or any other member of your group to us whether such debts relate to the services provided pursuant to the agreement or otherwise). Where such end user collections are less than the amounts owing to our group, then you will remain liable to pay the balance in accordance with the terms of the agreement, and we and our other group companies (where applicable) may agree between our/themselves (without consulting you) which of your liabilities may be deducted from end user collections pursuant to this clause.

12. Termination of the contract

12.1 Notwithstanding any other provision of these terms, either we or you (without prejudice to its other rights) may terminate the contract with immediate effect by giving notice in writing to the other, in the event that:

(a) The other is in breach of any provision of the contract and (where such breach is remediable) fails to remedy that breach within 14 days of a written notice from the non-defaulting party specifying the breach; or

(b) The other is subject to bankruptcy or insolvency proceedings which shall mean bankruptcy becoming insolvent, making any composition or arrangement with creditors or an assignment of their benefit, any execution, distress or seizure.

12.2 Notwithstanding any other provision express or implied in these terms, we (without prejudice to our other rights) may terminate the contract with immediate effect in the event that:

(a) Any license under which you have the right to run your telecommunication system and connect it to our system is revoked, amended or otherwise ceases to be valid; or

(b) You fail to make any payment when it becomes due to us.

12.3 On termination of the contract for any reason you must pay us any outstanding usage charges for your usage and rental of the services up to the date of the expiry of the primary period ("**primary period end date**"), or if the term of the contract has continued past the primary period end date, the date which next falls on an anniversary of the primary period end date. If we have to take legal action to recover such usage charges and we are successful in recovering any sums, you will be responsible for covering our legal fees in this respect in full on an indemnity basis.

13. Consequences of termination

13.1 Upon the termination of the agreement, you will:

(a) Pay to us on demand all sums previously invoiced by us that remain outstanding (plus any interest thereon whether invoiced previously or following termination), all unbilled charges that we invoice you for at or following termination including any sums payable pursuant to clause 13.3;

(b) Pay to us on demand a residual liability charge in respect of certain charges accrued or to be accrued by you up to the date on which the termination takes effect, and having also regard to our legitimate interests in the event that we continue to accrue certain liabilities after the effective date of termination of the agreement notwithstanding such termination;

(c) Return to us all equipment and materials promptly, failing which, we may enter the relevant premises (using reasonable force if necessary) and take possession of them. Until such equipment and materials are returned or repossessed, you will be solely responsible for their safe-keeping and will hold them on trust for us with effect from the termination of the agreement.

13.2 You will be responsible for the full cost of the service agreement for services provided up to the agreed end of contract date. Should there be agreed termination of the service by either party before the end of the full contractual period per the service agreement, you will be responsible for all outstanding charges up to the date of termination in the normal way plus by way of compensation to Roam Networks(h) for termination of contract, a charge for the residue of the contract term beyond termination that would otherwise have been paid per the contract terms unless agreed in advance by Roam Networks(h). You must also pay us any outstanding charges for our usage up to the date of termination or transfer of services.

13.3 If we have to take legal action to recover any sums payable pursuant to this clause 14 and we are successful in recovering any such sums, you will be responsible for covering our legal fees in this respect in full on an indemnity basis.

14. Matters beyond reasonable control

14.1 Neither we nor you shall be liable to the other for any loss or damage which may be suffered by the other due to any cause beyond its reasonable control including without limitation any act of god, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute, or labor disturbance, any act or omission of government, highways authorities, other public telecommunication operators, or other competent authority, production or supply of service by third parties.

No liability for loss of profits and data.

14.2 We shall not be liable for any costs, claims, damages or expenses arising out of our negligence or our breach of contract or statutory duty calculated by reference to your loss of profits or income or productions or by reference to the accrual of any such costs, claims, damages or expenses on a time basis.

14.3 We shall not be liable for any costs, claims, damages or expenses arising as a result of our negligence or for our breach of contract or statutory duty calculated by reference to any loss of anticipated savings or profits whatsoever or for the corruption or destruction of data.

14.4 We shall not be liable for any claims arising from end users being subject to fraudulent use of their service or from a third party succeeding in "hacking" into the customer's equipment, all call costs will be paid in full by the customer. Notwithstanding, we will endeavor to notify the customer using the most expedient means available of any fraudulent activity however we can offer no guarantee or contractual obligation in relation to the detection of fraud.

14.5 Subject to technical and commercial feasibility (and we may change the technical specification of a service where necessary to comply with applicable law or for operational reasons); and

(a) By any dates agreed with you, but you agree that such dates are estimates provided for planning purposes only, that we may be unable to meet such deadlines due to factors outside our control, and that time is not of the essence in our performance of the services.

(b) We do not warrant, nor represent, nor undertake to you that any service will be guaranteed, error-free or uninterrupted. We will have no liability to you in respect of any failure to provide the services completely error-free, uninterrupted, or by a mutually agreed installation or reinstatement date.

15.6 Certain limitations and qualifications in relation to our provision of the services

(a) There may be technical limitations and restrictions that affect the services and, we will not be liable for any failure to notify you of their occurrence or imminent occurrence, nor for our inability to supply the services as a result of them. These may include:

(b) Technical limitations within or incompatibility with a network, which may prevent or affect a part of the services or the interoperability between certain parts of the services, and which may not become apparent until after installation.

(c) The performance of some equipment at the site, including proprietary systems that belong to you or to third parties, being adversely affected by the services; and

(d) Technical or geographical limitations that inhibit or prevent the installation and provision of the services or part of them in your area.

(e) You agree to co-operate fully with us and/or any supplier or network operator (and our or their respective representatives) in respect of the installation and ongoing supply of the services.

15. Your key obligations in relation to the use of the services

15.1 You are responsible for the safe use of the services in accordance with the provisions of the agreement, the act and all other applicable law. Without prejudice to the generality of the foregoing, you undertake to (and to procure that each customer will):

(a) Use and market the services (including any equipment) at all times in accordance with all applicable law (including any acceptable use policies or product information memoranda that we may publish from time to time), and to keep complete and proper books of account and records to demonstrate such compliance;

(b) Provide to us, a supplier and/or a network operator any information (including information of all connections and the name, address and site details) that we or they reasonably request from time to time for the purpose of performing the agreement or in connection with any action or correspondence that we or a supplier are engaged in with a competent authority, or which is required in pursuance of their respective obligations as telecommunications service providers or network operators; and

(c) Report to us without delay any faults or operational issues affecting the services as and when they occur.

15.2 You agree that you will not (and will procure that none of your representatives and no customers will):

(a) Use the services in such a way that communicates, delivers, knowingly receives, uploads, downloads, uses or re-uses any material or information that is intended to be a hoax call, that is defamatory, unethical, offensive, abusive, indecent, obscene or menacing, which sends unsolicited advertising or promotional material, which does or is intended to cause annoyance, inconvenience or

worry to any person, which in our reasonable opinion brings our name or business into disrepute or places us in breach of the act, or which in any way seeks to obtain unauthorized access to or cause damage or disruption to the network, the network operator or the services or any other services or systems operated by us, or supplied to us from, or by us to, a third party.

(b) Take all reasonable steps to notify us two business days before any significant increase in traffic across the network arising as a result of the use of services by you or a customer; or

(c) Use the services for any purpose other than that for which it was designed or intended or specified in any materials or documentation that we provide to you.

15.3 You will terminate your contract with your line network as a consequence of entering into the customer contract and notify any other relevant services accordingly.

15.4 You are responsible for notifying us if you relocate any fixed service (i.e. a desk phone) away from the original site.

15.5 You are aware that BT do not currently have the ability to change Company names or Domain addresses. If this is somehow changed manually it could distort and unlink vital information held within their network.

16. Representations

16.1 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of our agents or employees shall be construed to enlarge, vary or override in any way any of these terms.

17. Limitation of liability

17.1 Roam Networks is not liable in contract, tort (including negligence) or otherwise for indirect loss of profits, business or anticipated savings, nor for any other indirect loss or damage or for any destruction of data.

17.2 Each provision of the contract, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

17.3 Our aggregate liability (whether in contract or for negligence or breach of statutory duty or otherwise howsoever) to you for any loss or damage of whatsoever nature and howsoever caused shall be limited to an in no circumstances shall exceed a sum equal to one month's billing for the services by us to you based on the average billing for the services by us to you over the previous 3 months or since the commencement of the contract if the contract commenced within 3 months of the date of the claim concerned.

17.4 Nothing in these terms shall impose any liability upon us in respect of any non-performance or services which are not performed in accordance with the contract arising out of your own acts, omissions, negligence or default.

17.5 You will not use the service for purposes other than the genuine conveyance of calls for the benefit of members of the public using a telecommunications service, and will not undertake any activity that has the effect of disrupting the services, any other services provided by us, or any transfer of a line.

17.6 You agree to indemnify us in respect of any liability suffered or incurred by us in connection with

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the use or misuse of any revenue share service save for any liability arising as a direct result of our fraud or willful misconduct.

18. Confidentiality

18.1 Neither we nor you shall whilst the contract is in force or thereafter disclose any of the other's confidential information nor any details of the other's commercial or technical activities or policy except insofar as is strictly necessary for fulfilling its obligations hereunder and except for any disclosure required by statute or law and save for information which is or subsequently enters the public domain.

19. Assignment and sub-contracting

19.1 We may assign the contract with you or subcontract the whole or any part of the performance of the services to any person, firm or company without your prior written consent.

19.2 You shall not assign or delegate or otherwise deal with all or any of its rights or obligations under the contract without our prior written consent.

20. Entire agreement

20.1 The contract contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter.

20.2 If you have any queries or would like to make any amendments to the terms and conditions of this contract, please contact us directly and we will try our best to accommodate.

20.3 The parties acknowledge and agree that:

(a) The parties have not been induced to enter into the contract by any representation, warranty or other assurance not expressly incorporated into it;

(b) In connection with the contract each party's only rights and remedies in relation to any representation, warranty or other assurance are for breach of the contract and all other rights and remedies are excluded to the extent permitted by law.

21.4 The provisions of paragraphs 19.1 and 19.2 shall not affect the parties' rights or remedies in relation to any fraud or fraudulent misrepresentation.

20.5 A person who is not party to the contract has no right under the contracts (rights of third parties) act 1999 to enforce any term of the contract, but this does not affect any right or remedy of a third party which exists or is available apart from that act.

21. Notices

Notices given under the contract must be in writing and may be delivered by hand, or first-class post to the following addresses:

Roam Networks

Thames House, Charfleets Ind Est, Canvey Road, Canvey Island, England, SS8 0PA

22. Severability

If any provision of the contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the contract will continue in full force and effect as if the contract had been executed with the invalid, illegal or unenforceable provision omitted.

23. Governing law

The formation, existence, construction, performance, validity and all aspects of the contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.