



DATED: _____ 2011

AGREEMENT FOR THE PROVISION OF PREMIUM RATE SERVICES

Company Name: _____	
Contact Name: _____	
Address: _____	
_____	Post Code: _____
Telephone: _____	Mobile: _____
Facsimile: _____	e-mail: _____

Setup fee / Connection	£
Rental / Ongoing per month	£
Facilities Management	£
Sub Total	£
Short Code Rental per month	£
Keyword Rental charge per month	£
SUB TOTAL	£
Vat @ UK prevailing rate 17.5%	£
Total	£

IMPORTANT

PLEASE ENCLOSE THE FOLLOWING DOCUMENTS.

- Photo ID (Passport or up to date drivers licence)
- Proof of address (Recent Utility Bill or Bank Statement)
- Company Registration details (if applicable)
- Service Provider registration number (if applicable)

THIS AGREEMENT IS BETWEEN:-

- (1) **Square1 Communications Ltd** whose registered office is at Wessex House, Station Road, Westbury, Wiltshire, BA13 3JN and whose registered number is 4541344 (SQ1) and
- (2) **As named above.**

WHEREAS

("The customer") has requested and Square1 Communications Limited ("SQ1") has agreed to make available Numbers and Access Services (as defined herein) so as to enable the Customer to make available the Service(s) (as defined hereinafter) on the basis and subject to the terms and conditions set out below.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement, the following expressions shall have the following meanings:

"Access Service" - Any telecommunications calling access service(s) made available by SQ1 from time to time pursuant to this Agreement.

"Access Service Level" - In each case, the particular Access Service as described in the Service Agreement or as agreed by the parties in writing from time to time.

"Agreement" - These terms and conditions and the Service Agreement including all schedules referred to, and any modifications variations, and any additions made from time to time in writing.

"Bureau Service" - The provision of Premium Rate or other Services by means of a managed service bureau provided by the Customer to or for Information Providers.

"Call" - a telephone call connected to a Service by means of an Access Service Level provided by a "Network Provider". Where the term text is used this will include a call and visa versa.

"Text" An electronic message sent over a mobile network to include mms. Where the term call is used this will include text and visa versa

"Call Commissions" - The commission payable to the Customer in respect of Calls made to Numbers under this or other contracts.

"Caller" - Any person making a Call and or sending a text message

"Charges" - Any charges payable by the Customer in respect of any Access Services or other provided.

"Circuit" - such circuits ordered by the Customer hereunder for the purpose of the connection of the Network and the Customer System.

"Codes" - Means all codes of practice, rules of procedure, guidelines, directions, policies and other requirements of PHONEPAY PLUS from time to time and shall include (without limitation) all decisions, adjudications, orders (including orders for the payment of fines, compensation, costs, contributions and/or expenses) of PHONEPAY PLUS from time to time together with such other codes of practice, rules of procedure, directions, adjudications or requirements of any other competent authority including but not limited to the office of fair trading OFT, OFCOM, TUFF from time to time in force.

"The Customer" - The company or person(s) named in the Service Agreement and or shareholders and or its controllers.

"Customer System" - The equipment operated by the Customer or his supplier for the purpose of providing the Service or services.

"Director" - Director General of Telecommunications.

"Force Majeure" - Any Act of God, default, strike, lockout, fire, flood, delay, omission, act or refusal to act of any supplier or other network operator, governmental act, order or direction (whether local or national) or any other cause beyond the control of the party affected, including any regulatory or other constraint on the ability of the Network Provider to 1) allocate and maintain the allocation of Numbers to SQ1; or 2) to make available and/or to provide the Access Services or any part(s) thereof and/or the basis of such provision.

"Gaming Acts" - The Gaming Act 1968 and the Lotteries and Amusements Act 1976 and any amendments to such Acts from time to time in force.

"Information" - Information on any format or other content which is or maybe made available to Callers and which represents the content of a Premium Rate Service.

"Information Provider" - Any organisation or person(s) providing Information, promotion in respect of the provision of Premium Rate Services or any person or persons falling within this definition in the Telecommunications Act.

"PHONEPAY PLUS"(PPP) - or any other competent body that may be appointed in addition to or in substitution of PHONEPAY PLUS by any competent authority.

"Minute Targets" - Means the monthly call minute targets agreed between the parties and set out in the Service Agreement relating to the number of minutes which the Customer must generate each month per service or number.

"Network" - The telecommunications Network system run by the Network Provider.

"Network Agreement" - The agreement between the Network Provider and SQ1.

"Network Capacity" - Means the total volume (in minutes) of calls to be made to Numbers.

"Network Provider" - The organisation running the Network or Public Network.

"Number" - Means a telephone number as may be allocated to the Customer from time to time under this Agreement by SQ1 to include keywords and or short codes.

"Short Code" Means a mobile network four or five digit telephone number as may be allocated to the Customer from time to time under this Agreement by SQ1.

“Keyword” Means the identifying word, numbers and or letters or a mix of each that are used with a short code.

“Premises” - The place(s) at which the Customer Equipment is located and/or the Service is or will be provided from.

“Premium Rate Service(s)” - Any service(s) comprising live or recorded information and/or entertainment, facsimile services, mobile sms / MMS text and any other services which would be defined as premium rate services in any code of practice issued by PHONEPAY PLUS.

“Procedures” - All administrative procedures issued by SQ1 to the Customer.

“Public Network” - Any public telecommunications Network systems to which the Customer System is connected for the purpose of providing some or all of the Access Services including VOIP voice over internet protocol and or Mobile SMS platforms.

“Service” - Live or recorded information sms text message MMS or other service including any Bureau Service, Premium Rate Services or facsimile services made available by the Customer from time to time by means of Number(s) and the Access Service Level(s) and “Services” shall mean all such services.

“Service Agreement” - Means the terms agreed in writing between the parties relating to the Access Services and the Charges, the Call Commissions and the Minute Targets as agreed.

In this Agreement:

- (a) Words denoting the singular include the plural and vice versa;
- (b) Words denoting persons include natural person's bodies' corporate, unincorporated associates and partnerships;
- (c) Reference to any statute or statutory provision includes amending legislation;
- (d) Headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

2. Access Services and Numbers

2.1 Ordering

- (a) During the period of this Agreement, the Customer may order from time to time from SQ1:
 - (i) Numbers and the Access Service Level required to facilitate the Calls to Numbers and services; and
 - (ii) Upon the agreement of the parties any Circuits required therefore.
- (b) In respect of each application submitted hereunder, the Customer shall specify the nature and form of the applicable Service and where such Service comprises a Premium Rate Service (in whole or in part) any authorisations and approvals required or issued by PHONEPAY PLUS in respect of such Service.

2.2 Provision of Access Services

- (i) Due to the nature of the services is technically impracticable to provide the Access Services free of faults and SQ1 does not undertake to do so but SQ1 shall use reasonable endeavours to make all Access Services available.
- (b) SQ1 shall not be liable to Customers, Information Providers or to any third parties for any Network or Public Network failures whosoever caused.

2.3 Circuits and Terminating Equipment

- (a) Where the Customer orders and SQ1 agrees to provide Circuit(s), the Customer shall:
 - (i) make available at its own expense suitable floor space, utilities and operating environment within the Premises as may be required by SQ1;
 - (ii) obtain in advance all necessary licences and consents and comply with any other requirements for the installation, operation and maintenance of Circuits and to allow the Network Provider or any Public Network(s) including any employees or sub-contractors) to enter the Premises at reasonable times for such purpose(s);
 - (iii) and be responsible for the operation, provision and maintenance of all devices, equipment necessary to connect such Circuits to the Customer(s) System and/or to connect the Customer(s) System with the Public Network through which SQ1 is providing an Access Service Level; and
 - (iv) Ensure that all Customer System(s) and all other equipment used to connect the Customer System to a Circuit or to a Public Network or in the provision of the Services generally is approved under all applicable laws, regulations and standards.

2.4 Numbers

- (a) Each Number(s) allocated hereunder from time to time shall be:
 - (i) for the exclusive use of the Customer for the duration of this Agreement;
 - (ii) Allocated at the sole discretion of SQ1.
- (b) SQ1 shall have the right to refuse to connect any Number or to withhold the allocation of any Number(s) or to disconnect any Number(s) during the period of any breach or any suspected breach of this Agreement by the Customer.
- (c) Unless otherwise agreed, if any Number allocated to the Customer:
 - (i) remains unconnected to or is disconnected from any network or any Access Service for any reason for a continuous period in excess of three calendar months; or
 - (ii) during a continuous period in excess of three calendar months less than [500] call minutes per month have been achieved in respect of any Number SQ1 may withdraw and re-allocate to itself or to a third party or disconnect and connect for use by itself or a third party any such Number without liability by giving not less than seven days prior written notice to the Customer, unless SQ1 has terminated this Agreement because of a breach by the Customer in which case no written notice to the Customer will be given.
- (d) The Parties acknowledge that the ownership of any Number allocated to the Customer from time to time is governed by OFCOM and any allocation of a Number by SQ1 shall take effect as a licence to the Customer to use the same only in accordance with and subject to the terms of this Agreement the Network Agreement and all applicable laws and regulations.

(e) The Customer must not, or attempt to, sell, transfer or otherwise assign any Number allocated hereunder to any other person PROVIDED THAT, for the avoidance of doubt, the Customer may allow the use of any such Number by a third party pursuant to a Bureau Service made available by the Customer.

(f) The Customer shall be obliged to require any third party permitted to use a Number pursuant to clause 2.4(e) to comply with the terms of this Agreement.

(g) The allocation of any Number hereunder and the use thereof shall be subject to any and all regulations, directions or instructions issued or given by the Office of Telecommunications ("OFCOM") or any other body with competent jurisdiction from time to time, including the withdrawal, termination or suspension thereof.

2.5 Number Portability

(a) SQ1 agrees to provide number network to network portability in relation to the Numbers to the extent that it is required to do so under applicable law or regulation.

(b) The Customer may apply to SQ1 for the provision of number portability by giving SQ1 three months notice in writing outlining its requirements.

(c) Notwithstanding any change in Network Provider resulting from the provision by SQ1 of Number Portability the parties shall continue to be bound by the terms of this Agreement unless and until terminated in accordance with this Agreement.

3. Call Management

3.1 Liaison

(a) Forthwith following the date of this Agreement, the Customer shall nominate one person(s) from within its organisation who shall act as the account manager of such party for all matters relating to this Agreement.

3.2 Traffic Forecasts

(a) The Customer shall provide to SQ1 if requested to do so:

(i) at the end of each calendar month a written forecast of its estimated requirements for Numbers and Network Capacity and Circuits applicable to each Access Service Level for each month during the next six months; and
(ii) at least seven (7) working days prior notice in writing of any promotion of a Service on television (whether satellite or terrestrial) or other media where the Customer reasonably believes such promotion will generate an increase in Calls beyond those forecast in accordance with clause 3.2(a)(i) above.

(b) Each forecast by the Customer shall contain a reasonably accurate analysis of the profile of calls likely to be made.

(c) Notwithstanding the provisions contained herein SQ1 shall not be obliged to provide Access Services to the capacity levels forecast by the Customer but will use reasonable endeavours to provide the services as required by the client in line with this agreement.

4. The Services

4.1 In respect of each Service which requires the approval of PHONEPAY PLUS or any other competent authority, the Customer shall if required to, before such Service (or any change thereto) is made available to Callers, obtain and submit to SQ1 written evidence of such approval or issued licence(s), unless the client is to use the Licences provided by Square1 Communications Ltd. Where the client uses the Licences granted to Square1 by PPP the client is still responsible for all elements of the service and its promotion as per 11.9.

4.2 The Customer shall:

(a) Provide Services or Information of a quality, nature and kind and in a manner that is not likely to bring SQ1, the Public Network, the Network Provider or the Access Service into disrepute or contravene any Codes or codes of practice as issued by PHONEPAY PLUS.

(b) not state or imply any approval by SQ1 or the Network Provider of the content of the Service or Information or refer to SQ1 or the Network Provider without the express approval in writing from a Director of SQ1 or the Network Provider (as appropriate);

(c) comply with and observe at all times all Codes which apply to or otherwise affect, directly or indirectly the Access Services, the Service or the Information including without limitation all Codes which relate to the content promotion and pricing of telephone information services;

(d) not provide in the Service or Information or any other material(s) any part of which would, or the sending of which over the Network (or any other telecommunications system to which the Network is connected) would be a criminal offence or otherwise unlawful;

(e) not include in a Service and/or Information any message or other material which is defamatory offensive, menacing, or indecent;

(f) ensure, before making available a Service, content or Information, all rights, licences and other consents have been obtained and all requirements of law (including the Gaming Acts) complied with relating to the provision of the Service and/or Information to Callers;

(g) incorporate into any contracts or arrangements it may make with any Information Providers and or other third parties, provisions requiring such parties to observe the Codes and to enable SQ1 to enforce any sanctions imposed under the Codes or any rights of SQ1 under this Agreement and to comply with the terms of this Agreement;

(h) comply with all requirements and conditions at any time and from time to time imposed on the Customer where so ever originating (and the Customer shall be obliged to require any Information Provider or other third party so to do);

(i) on demand, provide SQ1, PHONEPAY PLUS, the Network Provider or any other competent regulatory body with any information and documentation in relation to the Access Services and the Services which is in its possession within 5 working days of a request to do so or within time scales allowed by Phonepay Plus.

4.3 Any failure to comply with or implement any of the obligations contained in this clause 4 by the Customer shall be deemed to be a breach of condition of this Agreement.

4.4 Whether or not the Service or Information is compliant shall be determined by SQ1 and SQ1's determination shall be binding on the Customer.

4.5 In respect of Premium Rate Services, the Customer shall forthwith inform PHONEPAY PLUS in writing of any contract it enters into with any Information Provider, including the name, address contact telephone number and, in the case of a limited company its registered number together with the Number(s) allocated thereto and any charges thereto.

4.6 The Customer undertakes that it is now and that it will be in future aware of and compliant with the terms and requirements of all legislation applying to the supply of Premium Rate Services and any changes thereto from time to time.

5. Promotions

5.1 The Customer shall have the sole responsibility for promoting the Services to the public and shall bear the full cost of doing so including the cost of prizes and any other costs involved whatsoever.

5.2 The Customer shall ensure that it has in place appropriate resources facilities and procedures to fulfil all promotions and offers and to respond promptly to all complaints from the public.

5.3 The Customer agrees to ensure all requirements of the Gaming Act(s) and any other relevant legislation, regulations or codes of practice are complied with in relation to any promotions offers or prizes.

6. General Obligations of the Customer

6.1 In performance of its obligations the Customer shall itself ensure that each Information Provider or other third party to which it provides a Bureau Service shall:

(a) generally observe the Telecommunications Act and any other relevant legislation, statutory instruments and comply with any codes of practice, directions or requests for information made by PHONEPAY PLUS or other competent authority or body with jurisdiction, or persons authorised on their behalf;

(b) not act or omit to act in any way which may injure or damage any persons or property or the Network or bring SQ1, the Public Network, the Network Provider or the Access Service(s) into disrepute or howsoever cause the quality of the Access Service(s) or any part thereof to be prejudiced or impaired;

(c) comply with the Procedures and any reasonable guidelines, instructions or directions of SQ1 as to the method of allocating Number(s), the use of such Number(s) and applying any Access Service Level to any Number(s);

(d) provide SQ1 with all necessary information and co-operation that SQ1 may reasonably require and comply with any reasonable directions issued by SQ1 in so far as such directions relate to the use of Numbers, the Access Services or the Network;

(e) keep complete and accurate records in relation to the performance of its obligations.

6.2 The Customer shall ensure that it meets the Minute Targets as agreed.

6.3 Specific Conditions relating to the PHONEPAY PLUS Code of practice:-

The client as named above accepts and undertakes full responsibility for the service(s) and or the promotion(s) and that, in the event that a breach of the PHONEPAY PLUS code of practice is established and a sanction and/or administrative charge is imposed, accepts full responsibility for compliance and or payment of any fines imposed.

7. Fraudulent or Improper Use

7.1 The Customer shall not use the Services or the Access Services fraudulently or improperly or for a fraudulent or improper purpose.

7.2 Whether or not the Customer is using the Services or the Access Services fraudulently or improperly or for a fraudulent or improper purpose shall be determined by SQ1 and or any competent authority, this determination shall be binding on the Customer.

7.3 The meaning of the terms "fraudulently" and "improperly" shall include without limitation the dialling by the Customer of its own Number or any other conduct aimed at increasing any commission payable to the Customer by SQ1 which does not involve the use of the Number by the general public.

7.4 Should SQ1 receive notification from the Network Provider or from any other source or suspect itself that the Customer is using or operating a Service fraudulently or improperly the Customer's entitlement to Call Commissions shall cease and SQ1 shall be entitled forthwith to terminate this Agreement and/or recover any previous payments of Call Commissions made to the Customer (by means of set off against any Call Commissions due to be paid or otherwise). An Admin charge of £150.00 + vat will be charged on any account / traffic that is subject to an AIT. An additional 2pence per minute will be charged on the volume of minutes subject to AIT per AIT.

7.5 The Customer agrees to indemnify and keep indemnified SQ1 and the Network Provider against all liabilities, claims, damages, losses, expenses and proceedings (whether criminal or civil), legal fees and costs whatsoever and howsoever arising from any breach by the Customer of this clause 7.

8. Payment Provisions

8.1 Charges

(a) If applicable, the Customer shall pay all Charges to any Access Service Level in such amounts as set out in the Service Agreement or otherwise agreed from time to time.

(b) Payment of all Charges, unless otherwise agreed in writing, shall be made within fourteen (14) days of the date of the invoice issued in respect thereof, sq1 also reserves the right to deduct any charges owing from any revenue owing to the customer from any account held by the customer or associated companies / accounts

(c) The Customer shall pay VAT on all Charges at the current prevailing rate.

(d) SQ1 shall have the right to charge interest at the rate of two (2) per cent above the base rate of on all Charges from the due date until the date of actual payment.

(e) SQ1 reserves the right to retrieve any unused numbers or to charge a monthly fee of £2.50 per unused number. Unused numbers are those numbers that generate less than 5 minutes per month and will be calculated from a bi-annual number audit carried out by SQ1. All carriers are subject to the OFCOM Numbering Convention to manage numbers effectively. Failure to do this may result in allocation restrictions and/or the withdrawal of numbers ranges by OFCOM. Please note that even though the customer is prepared to pay the connection charges for numbers, we will still require the appropriate number of minutes to be achieved. Discretion will be used where a customer is taking a block of numbers as traffic may vary on each number.

(f) Secure Certificates allow access to online stats via the Internet, without the need to connect to our private Intranet. If required, the Customer shall pay £5.00 per certificate per month. The charge will normally be deducted from customer revenues.

8.2 Commissions

(a) In respect of Calls to each applicable Access Service Level delivered to and received by a Customer System the Customer shall be entitled to receive at the rate and in the amount and in the manner set out in the Service Agreement or otherwise agreed from time to time.

(b) The number and duration of all Calls shall be as recorded on the Network which shall be deemed to be conclusive.

(c) SQ1 shall be entitled to withhold any payments due to the Customer if SQ1 reasonably believes that:

(i) the Customer is in breach of clauses 2.5, 4, 5 and 7 of this Agreement or of the Codes;

(ii) the Customer is conducting its business illegally or for an illegal purpose or the Access Services or Services are being used in connection with a crime or fraudulently or improperly;

(iii) SQ1 will not or has not received the corresponding payment from any Network provider in respect of calls made to any Number;

(iv) such payment is in respect of any Service provided without the consent of the applicable authority (such as PHONEPAY PLUS) unless using the SQ1 Licence as per **4.1**

(d) If in the reasonable opinion of SQ1 any such event has occurred the Customer shall not be entitled to any payment of Call Commission in respect thereof.

8.3 SQ1 shall be entitled to withhold any payment due to the Customer if all or any part of such payment is in respect of any Service or Number the subject of any unpaid fine or administrative charge or in relation to which any order for compensation, costs, expenses or contributions of any competent authority has not been complied with.

8.4 SQ1 reserves the right to reduce the Call Commissions by up to 4 pence per minute should the Customer fail to meet the Minute Targets set out in the service agreement only if set by Square1.

8.5 SQ1 reserves the right on notice to the Customer to set off any sums owing by SQ1 to the Customer against any sums owing by the Customer or any associated companies to SQ1 at any time and from time to time.

8.6 After a period of twelve (12) months has elapsed SQ1 reserves the right to retain all revenue generated that has not been requested by a customer by way of an invoice.

8.7 Call Commissions will not be paid if the total revenue generated by a client is less than £25 in any calendar month.

9. Rights Reserved

9.1 Suspension

(a) SQ1 shall have the right at any time and without liability to suspend the Access Services in any of the following circumstances:

- (i) the Customer or any Information Provider or other third party to which the Customer provides a Bureau Service or otherwise assigns its rights hereunder is in breach of any of the terms of this Agreement (including any failure to pay monies when due) or of any of the Codes; or
- (ii) if SQ1 has good reason to believe that an Access Service is being used illegally or for criminal or fraudulent or improper purposes; or
- (iii) if the quality of any of the Access Services and/or the operation of the Network or any Public Network may be or is impaired or otherwise adversely affected and/or for any operational reasons including but not limited to the repair, modification or maintenance of the Network or the Public Network or Circuits; or
- (iv) in the case of an emergency; or
- (v) if required by any Public Network to which the Network is connected or by the supplier of a Circuit(s) or as instructed by OFCOM or any other body with competent jurisdiction; or
- (vi) the provision of the Access Services is delayed, hindered or frustrated by circumstances outside the control of SQ1 including Force Majeure; or
- (vii) for the purpose of modifying expanding improving maintaining or repairing the Access Services.

(b) SQ1 shall give as much notice of suspension as is reasonably practicable.

(c) The Customer shall remain liable for all Charges accrued during the period of any suspension if applicable.

9.2 Variation

SQ1 shall have the right at any time and from time to time to vary, modify or amend in whole or in part:

(a) the Charges; and/or

(b) the Call Commissions in circumstances where:

- (i) there is any change in payments paid by or received by SQ1 or the Network in respect thereof; or
- (ii) the Customer fails to meet the Minute Targets agreed; or
- (iii) the Customer's Number is ported to another Network Provider.

(c) these terms and conditions:

(i) of a minor nature which are considered by SQ1 to be reasonable in the context of the effective and efficient provision of any of the Access Services by SQ1; or

(ii) reasonably considered by SQ1 to be appropriate or necessary by virtue of any code of practice or an order given under the Licence or any legislation or any changes thereof or by the Director or PHONEPAY PLUS; and/or

(iii) Reasonably considered by SQ1 to be appropriate or necessary by virtue of any variation in the terms of the Network Agreement.

(d) the Access Services and/or particular Access Service Levels; and/or

(e) the Procedures, where the same are deemed reasonably necessary by SQ1 or the Network Provider for technical or operational reasons such that any such change, variation, modification or amendment shall take effect immediately following the expiration of not less than thirty (30) days notice in writing given by SQ1 to the Customer of any such change, variation, modification or amendment.

9.3 The Customer agrees that SQ1, the Network Provider, PHONEPAY PLUS or any other competent body may monitor any Service at any time, where there is reason to believe any of the circumstances referred to in Clauses 4, 5, 6 or 7 apply or may apply.

10. Force Majeure

10.1 No party shall be deemed to be in breach of this Agreement or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations under this Agreement (other than in respect of the obligation to pay monies when due) to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party.

10.2 If the Force Majeure in question prevails for a continuous period in excess of three (3) months, either party may by notice in writing to the other, immediately terminate this Agreement.

11. Liability

11.1 The provisions of this Clause 11 specify the entire liability of SQ1 arising out of this Agreement whether arising in contract, tort (including liability for negligence) or otherwise.

11.2 Neither party excludes its liability for negligence causing personal injury or death.

11.3 SQ1 shall not be liable for any breach of its obligations caused:

(a) by an act or omission of the Network Provider or an Information Provider; or

(b) by reason of the call traffic volumes exceeding the levels forecast by the Customer.

11.4 SQ1 shall not be liable whether in contract, tort (including negligence or otherwise) for:

(a) any loss of profit, business, revenue, anticipated savings or data; or

(b) any indirect or consequential losses.

11.5 In no event shall SQ1's aggregate liability to the Customer in connection with this Agreement whether in contract, tort (including negligence or otherwise) exceed £50,000 in any consecutive period of 12 months from the date of this Agreement.

11.6 SQ1 shall not be liable to the Customer for any failure to comply with its obligations under this Agreement where such liability arises as a result of the failure by the Customer to fulfil its obligations under this Agreement.

11.7 Except as set out in this Agreement, all other warranties or terms or conditions whether implied by statute or otherwise are hereby expressly excluded.

11.8 The provisions of this Clause 11 shall survive the termination of this Agreement.

11.9 The customer accepts that the promotion and content of the service is their responsibility and that they agree to accept all responsibility in regards to any possible future PHONEPAY PLUS investigations and or sanctions in accordance with paragraphs 8.1.4 and 8.5 of the PAYPHONEPLUS Code of Practice, 11th Edition.

12. Insurance

12.1 The Customer shall effect and maintain suitable legal liability insurance in such amount(s) as SQ1 may reasonably require (being not less than £100,000 GBP) from time to time for each and every claim arising and shall produce to SQ1 on demand a copy of such insurance policy(s) together with the receipt for the current premium(s).

13. Indemnity

13.1 The Customer shall indemnify SQ1 and keep SQ1 indemnified against all liabilities, claims, damages, losses, expenses and proceedings (whether criminal or civil), legal fees and costs whatsoever and howsoever arising from any breach of this Agreement by the Customer or from any use of a Number or the Access Services by the Customer or the provision of Bureau Services, the Services or the Information or as a result of any information supplied by the Customer to SQ1 which is in any respect false or misleading or incomplete or from the actions of any third party to which the Customer assigns its rights hereunder.

14. Confidentiality

14.1 All business, commercial or technical information disclosed by either party ("disclosing party") to the other ("receiving party") including but not limited to this Agreement and any other agreement between the parties shall be regarded as being confidential, unless expressly stated otherwise in writing and shall not be disclosed to any third party(s) without the prior written consent of the disclosing party PROVIDED THAT information shall not be regarded as confidential if it is or becomes publicly known through no fault of the receiving party or is required to be disclosed by a court or other authority of competent jurisdiction or for the purposes of obtaining any listing or the maintenance of any listing on any stock exchange.

14.2 The obligations of confidentiality set out in this Clause 14 shall continue notwithstanding the termination of this Agreement for any reason for a period of three years from the date of any such termination.

15. Duration and Termination

15.1 This Agreement shall commence on the date set out in the Service Agreement and shall continue for a minimum period of 12 months and thereafter unless and until terminated pursuant to the provisions contained herein.

15.2 SQ1 shall have the right to terminate this Agreement, the allocation of any Number(s) and the provision of any Access Services with immediate effect if:

- (a) If SQ1's agreement with the Network Provider is modified, terminated, revoked or expires, for whatever reason;
- (b) SQ1 is unable to recover Call Commissions pursuant to clause 8 hereof;
- (c) if necessary to comply with any decision of OFCOM or any other competent regulatory authority;
- (d) The Network Agreement is terminated.

15.3 Either party shall have the right to terminate this Agreement:

- (a) with immediate effect on 7 days written notice if the other party commits a material breach or series of persistent breaches of any of the terms of this Agreement (including failure to pay monies when due) and has failed to remedy the breach within thirty days of receiving written notice from the other party specifying the breach and requiring its remedy;
- (b) with immediate effect on 7 days written notice if the other party is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986), makes or offers to make any arrangement or composition with any of its creditors (including the other party hereto) or commits any act of bankruptcy, or if any petition or receiving order in bankruptcy is presented or made against that other party, or if any resolution or petition to wind up that other party (being a limited company) is issued, passed or presented otherwise than for the purposes of reconstruction or amalgamation or if a receiver of that other party's undertaking, property, or assets or any part thereof is appointed;
- (c) at any time after the anniversary of this Agreement by giving not less than 6 months' notice in writing to the other.

15.4 If, for any reason, there is a complete or major suspension of the Access Services for a period in excess of three (3) calendar months, then either party shall have the right to terminate this Agreement forthwith by written notice to the other. In the event of such termination, neither party shall have any liability to the other either in respect of the termination in such circumstances or in respect of the period of suspension of the Access Services prior to termination other than for any outstanding sums due from one party to the other pursuant to Clause 8 above.

15.5 Upon termination of this Agreement for any reason:

- (a) the Customer shall cease to have the right to use any Numbers and the allocation of the same shall revert to SQ1 and the Customer shall permit the disconnection of any Number from the Access Services consequent upon such reversion; and
- (b) the Customer shall have no further right to use the Access Services; and
- (c) all monies then owing by one party to the other shall become immediately due and payable; and
- (d) the Customer shall have no further entitlement to receive any further Call Commissions; and
- (e) the provisions of clauses 1, 11, 14, 16 and 17 shall remain in full force and effect.

15.6 Termination of this Agreement shall be without prejudice to any claims or remedies that either party may have against the other accrued up to the date of termination.

16. Assignment

16.1 Subject to the provisions of clause 2.3 herein the Customer shall not delegate sub-contract charge or assign either in whole or in part any of the Customer's rights or obligations hereunder.

16.2 SQ1 may assign its rights and obligations under this Agreement provided it shall notify the Customer in writing.

17. General Provisions

17.1 The Customer acknowledges that this Agreement constitutes the entire agreement of the parties and supersedes and cancels any statements, warranties or representations, whether written or otherwise, made by SQ1 or any officer, employee or agent of SQ1 prior to the date hereof and any terms and conditions of SQ1 in force prior to the date hereof.

17.2 SQ1 shall have the right, by giving notice in writing to the Customer, to assign and transfer this Agreement and all rights and obligations hereunder to any third party that is authorised to run a telecommunications system pursuant to a licence issued under the Telecommunications Act 1984 or any successor legislation.

17.3 Any concession or waiver allowed by either party to the other shall neither prevent such party from exercising any of its rights nor prejudice its rights to take any subsequent action.

17.4 Any notice required to be given hereunder shall be given in writing or by fax to the recipient at the address stated in this Agreement and shall if sent by first class post be deemed to be delivered forty-eight (48) hours after posting. Either party may, by notice in writing to the other change its address for the service of notices and such address shall thereafter be deemed to be the address of such party for the purposes of this Agreement.

17.5 This Agreement shall be governed by and shall take effect in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.

Please sign below to indicate your acceptance of these Terms and Conditions of Service and return them with your completed 'Service Agreement' forms.

Customer Signature _____ Print Name _____ Date / / 20 _____

Account Manager Signature _____ Print Name _____ Date / / 20 _____

Company Name:

MASAQ ID

Service Agreement charges & out-payment Rates:

Out payments & charges

<i>Tariff</i>	<i>Service type</i>	<i>SP</i>	<i>Qty</i>	<i>Termination</i>	<i>Out payment / Charge</i>
0845					0
0844					0
10ppm					0
25ppm					0
25ppc					0
35ppm					0
50ppm					0
50ppc					0
60ppm					0
75ppm					0
£1per call					0
£1pm					0
£1.50per call					0
£1.50pm					0
<i>Tariff</i>	<i>Service type</i>	<i>SP</i>	<i>Qty</i>	<i>Termination</i>	<i>Out payment / Charge</i>
0800					
0300					
outdials					
0207					

Mobile SMS payments / Charges

<i>Tariff</i>	<i>O2</i>	<i>-mobile</i>	<i>Orange</i>	<i>Vodafone</i>	<i>Virgin</i>	<i>Three</i>
25p						
50p						
£1.00						
£1.50						
£2.50						

