



Company No: 5482849

## Orbix UK Limited Customer Agreement

---

規約の重要点の抜粋(日本語)をご覧になりたい場合は、こちらから:

[https://www.orbix.co.uk/faq\\_orbixtalk.php](https://www.orbix.co.uk/faq_orbixtalk.php)

### Between:

1.  
ORBIX UK Limited  
Ground Floor, 5 The Mews, 53 High Street  
Hampton Hill  
TW12 1ND

Hereinafter referred to as "Orbix UK Ltd" of the one part;

### and

The Customer / Client / End user of Orbix UK Ltd services

Hereafter referred to as "Customer" of the other part.

### 1. Definitions herein

Unless context otherwise dictates, words in the singular include the plural and vice versa and words in one gender include any other opposite gender or otherwise redefined in attached addendums;

#### 1.1 The Act:

The Telecommunications Act of 1984 and any statutory amendment or modification thereof.

#### 1.2 Services:

The telecommunication and Internet services and or other provided by Orbix UK Ltd, as displayed in the latest Orbix UK Ltd literature, web site and or attached addendums.

#### 1.3 Company:

Orbix UK Ltd Limited

#### 1.4 Intellectual Property:

Any patent, copyright, registered design, trade mark or other industrial or intellectual property right subsisting in the Territory in respect of the service and applications for any of the foregoing;

#### 1.5 Customers Control panel:

Referred hereafter as "panel" allows Orbix UK Ltd to service all facilities to the customer

#### 1.6 Customer:

Deemed herein as the Orbix UK Ltd client, alternatively defined an End User.

#### 1.7 End Users

Deemed herein as the Orbix UK Ltd client, alternatively defined a Customer.

## **2. Services:**

Orbix UK Ltd determines the hosting, internet, telecommunication products and any other services offered at any time to the Customer, at their sole discretion.

- (i) Except as provided in the related addendums these General Conditions apply to each and any provision of Services to the customer to the exclusion of all other conditions, agreements, understandings or arrangements not set out in the applicable Addendum.
- (ii) Services are provided on the terms contained within the associated addendums. When you enter into a service addendum agreement with Orbix UK Ltd in relation to the provision of that Service the terms of that Separate Contract shall take priority over these Conditions.
- (iii) Orbix UK Ltd reserve the right to subcontract its obligations and/or duties set out in this Agreement.
- (iv) The customer may not refer to Orbix UK Ltd in its sales or marketing activity or literature except with the prior written consent of Orbix UK Ltd and or attached to this agreement as an addendum, such permission may be withheld and reserve the right to give a reason;
- (v) Orbix UK Ltd may need to change or alter the configuration of the Service or Service Equipment provided under this Agreement in order to provide the Service to Customer. Orbix UK Ltd shall use reasonable efforts to give at least 14 days prior written notice to customer of any such change or alteration where possible.

## **3. Customer Charges:**

You must pay for any set-up charges for services supplied by Orbix UK Ltd in relation to the services requested and supplied herein and or are set out in the price list located at [www.orbix.co.uk](http://www.orbix.co.uk), or in turn serviced to you by email or post. These rates are part of this contract. After any initial payments have been made, thereafter, all payments are made strictly by the agreed method, facilitated and made available within your control panel or otherwise set out in an addendum herein, thereafter, on a monthly basis unless agreed in writing by a Director of Orbix UK Ltd to the contrary;

**3.1** At any time during the term of this Agreement, Orbix UK Ltd may, upon giving the customer 30 day's prior notice in writing or by electronic or such expeditious means as Orbix UK Ltd may from time to time decide, vary its Charges.

**3.2** Charges for a Service shall accrue from the date above or the date on which the Customer commenced use of the Service.

**3.3** payments will be due within 14 days, after which, the amount will be deemed overdue and Orbix UK Ltd will be in a position to implement clause 3.4 herein

**3.4** Interest shall be payable on all overdue invoices from the due date until actual payment in line with clause 3.10 contained herein.

**3.5** All charges are, unless agreed otherwise, exclusive of value added tax and any other applicable sales tax or duty which shall be payable by Customer at the prevailing rate.

**3.6** Orbix UK Ltd reserves the right to carry out a credit check prior or after the customer's acceptance of this agreement and request copies of two utility bills from the declared business address. Subsequent to any credit check Orbix UK Ltd reserves the right to request a deposit or 3rd party guarantee, to be specified at that time, from the Customer as a condition of providing or continuing Service. Any deposit shall be held by Orbix UK Ltd for a period of twelve (12) months (or until the Agreement is otherwise terminated) when it shall be returned in full or credited against an invoice at Orbix UK Ltd's sole discretion. Any deposit does not relieve the customer of the responsibility for the prompt payment of invoices in accordance with relevant Clauses contained herein.

**3.7** Orbix UK Ltd reserve the right if undue excess activity on the customers account is observed and or the customers capability to pay within the due period, to reduce the payment of invoices to weekly or a security deposit taken to the amount deemed necessary to cover, for a period of no more than 6 months or less if predetermined by Orbix UK Ltd in writing.

**3.8** Payment Methods available are defined on the customers control panel, website and invoices, Orbix UK Ltd reserve the write to dictate the method of payment when it deems necessary.

**3.9** If the customer pays any Charges due to us: (i) by cheque or direct debit and the Customer's approved financial institution refuses to make payment; or (ii) in a currency other than pounds sterling; we will charge the Customer for any bank charges, approved financial institution fees and/or extra administration costs (which may include third party charges) that we incur as a result

**3.10** If the Customer does not meet the due payment by due date, Orbix UK Ltd reserve the right to: (i) suspend or terminate the customer access to the Services relevant Control Panel; and/or (ii) charge the Customer interest on the overdue amount(s) at the rate of 3% per annum above HSBC plc base rate. Interest is calculated and accrues daily: and/or (iii) charge an administration fee to cover late payment costs.

**3.11** If Customer disputes any invoice, the Customer must notify us in writing of the dispute and providing us with sufficient detail to investigate the matter and determine whether the Customer's dispute is genuine and reasonable, prior to the due date for the invoice (ref clause 3.3). If we determine (at our sole discretion): (a) that the Customer's dispute is not genuine or reasonable, the Customer must pay the invoice in full, plus any interest charged on the full invoiced sum in accordance with clause 3.10 above; or (b) that the customers dispute is genuine and reasonable, the Customer must pay the undisputed part of the invoice and we will both use all reasonable endeavours to resolve the dispute as quickly as possible. If any such dispute is resolved: (i) such that the Customer still owes Orbix UK Ltd amount due, the Customer must pay all sums owed to us within 7 calendar days of resolution of the dispute, Orbix UK Ltd reserve the right to charge interest in accordance with clause 3.10 above from the date payment of the disputed invoice was due; or (ii) such that we owe the Customer money, we will (at our sole discretion) repay or credit on the next invoice sent to the Customer following resolution of the dispute any amount overpaid by the Customer. Each Party will responsible for their own costs.

**3.12** Orbix UK Ltd reserves the right to increase the Fees for Services in respect of which it has entered into a Contract with you upon 14 days prior written notice to you.

#### **4. Trade Marks:**

Nothing in this Agreement shall be construed to grant to you any license or any other proprietary or contractual right or interest in Orbix UK Ltd. Orbix UK Ltd shall retain all right, title and interest (including copyright and other proprietary and intellectual property rights) within the customer website Site and or advertising literature, including all legally protected elements and derivative works thereto.

**4.1.** Unless otherwise specified in writing by Orbix UK Ltd, we are the owner or licensee of all intellectual property rights within the Orbix UK Ltd Website and control panels along with all subsidiaries and associated companies to Orbix UK Ltd Computer Services Limited, and in the material published within it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

**4.2.** Unless otherwise specified, the authors of the literary and artistic works in the materials contained in the web sites/panels determined in clause 4.1 have asserted their moral right pursuant to Section 77 of the Copyright Designs and Patents Act 1988 to be identified as the author of those works.

**5. Waiver:**

If at any time we do not require the Customer to comply with any provision of this Agreement, this will not prevent us from doing so in relation to that or any other provision of this Agreement in the future.

**6. Customer Representations:**

You hereby represent and warrant to Orbix UK Ltd that:-

- (i) If an individual, you are at least 18 years of age
- (ii) You have full power and authority to execute and deliver this Agreement and Addendums and to perform its obligations hereunder
- (iii) This Agreement constitutes your legal, valid and binding obligations; and
- (iv) All information that you have provided, and may from time to time provide, to Orbix UK Ltd are, unless you deliver written notice to Orbix UK Ltd to the contrary, shall continue to be, true and complete. Any falsifying of information within this agreement will be your sole responsibility under law.

**7. Indemnification:**

You hereby agree to defend, indemnify and hold Orbix UK Ltd harmless from and against any suit or proceedings brought against Orbix UK Ltd that arises from any illegal activity by you, breach or any associated person of your obligations, representations or covenants contained within this Agreement.

**8. Faults:**

Orbix UK Ltd will make every effort to provide you with the best possible service; we cannot guarantee that the service will never be at fault. Orbix UK Ltd will make every effort to correct all reported faults as soon as we reasonably can, affording any notice period where possible and complying with the clauses contained herein.

Orbix can not be held responsible for any damage to property or changes to line set up resulting from work carried out during installation. All complaints should be made directly to the installing engineer prior to completion of work. Signing off work denotes acceptance of any outcome and subsequent charges if applicable.

**9. Security:**

We will issue you with a username and password for accessing Orbix UK Ltd's Customers Control Panel, hereafter known and referred as "Control Panel" in this agreement and attached addendums. These are essential for your secure use of the control panel and service, so you must ensure that they are kept confidential, secure and are used in accordance with all relevant instructions. To ensure that the service remains secure, you must not change or attempt to change a username. If we think there is likely to be a breach of security or misuse of the service we may change your password and then we will notify you that we have done this; and/or suspend username and password access to the Control Panel Interface. If you think that any username or password has become known by someone not authorized to use it, or if any password is being or is likely to be used in an unauthorized way, it is your responsibility to inform Orbix UK Ltd immediately. If any of the information you give to us when you commence with Orbix UK Ltd, including any changes to your payment details, you must inform us as soon as possible.

**10. Authorisation and Authentication:**

**10.1** Orbix UK Ltd when required will issue a username and password to the End User via e-mail if not already issued for another service. This login information will serve as identification of the Customer and all services

attached to and within its control panel, when accessing Orbix UK Ltd services, either via its web site or through its programmatic interfaces.

**10.2** The Customer is responsible for careful use and storage of the username and password issued by Orbix UK Ltd. The Customer acknowledges that Orbix UK Ltd recommends changing the password on a regular basis. If misuse or theft of the login information is suspected, the Customer agrees to immediately notify Orbix UK Ltd in order to suspend the Customer's account and or take other appropriate measures with the account if required. Orbix UK Ltd shall not be held liable for losses or other consequences arising out of such misuse.

**11. Operational contingencies:**

Orbix UK Ltd may need to temporarily suspend a service for operational reasons (e.g. for repairs, planned maintenance or upgrades), Orbix UK Ltd will give you as much notice as deemed possible but not obligated to do so. Orbix UK Ltd will make every attempt to restore the service as soon as possible after any suspension or outage. Orbix UK Ltd reserve the right to alter code or access numbers or technical specification associated with the service deemed necessary for operational reasons. The technical specification will only be changed where this will not materially affect the performance of the service.

**12. Code of Practise**

Orbix UK Ltd will do its utmost to support and assist the Customer and or signatory of said agreement, in every way possible to the best of our endeavours, to continue with our redevelopment program and to conform to our code of practice found on our web site (<http://www.orbix.co.uk>).

**13. Limitation of Liability:**

Under no circumstances shall Orbix UK Ltd be liable to you for any damages, including without limitation any damages for lost profits or business, loss of goodwill, interruption of business, or for any exemplary, punitive, special, indirect, incidental, consequential or special damages, regardless of whether such claim arises under any theory of tort, advice, contract, strict liability or otherwise and regardless of whether Orbix UK Ltd is advised of the possibility of any such damages.

**14. No Assignment:**

You may not assign (by operation of law or otherwise) either this Agreement or any of its rights, interests, or obligations hereunder without the written consent of Orbix UK Ltd.

**15. Addendums:**

Any addendums attached to this agreement in relation to updates, amendments and or extra services provided by Orbix UK Ltd are part of and obligated by the terms within this agreement.

**16. Third Party Rights**

A person who is not a party to this Agreement has no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

**17. Terms and Conditions:**

This agreement is in conjunction with the Terms and conditions available on the Orbix UK Ltd website respective to the services provided and it is the responsibility of the customer to read and accept the conditions described therein by signing this agreement, the signatories are confirming so.

**18. Governing Law:**

This Agreement shall be governed by and construed under the laws of England only.

## **19. Notices:**

Any notice to be served by Orbix UK Ltd on the Customer shall be deemed to have been duly served if sent by e-mail or first class post to the Customer at his last known address. Any notice served by first class post shall be deemed to have been served three days after posting and any notice served by e-mail shall be deemed served 48 hours after sending.

Any notice to be served on Orbix UK Ltd should be served by sending said notice by post to the Company's registered address. Any notice served shall only be deemed served once the Customer has received an acknowledgement from Orbix UK Ltd of receipt. Proof of acknowledgement of receipt of such notice by Orbix UK Ltd will only be deemed valid if produced in writing.

## **20. Enforceability:**

If one or more provisions of this Agreement and or its attached addendums are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its own terms.

## **21. Force Majeure:**

Neither party shall be liable to the other for any default under this Agreement where such default was caused by any unforeseen event beyond the reasonable control of the defaulting party. Such events include, by way of example only: the result of any Act of God; war, insurrection or civil disorder; failure or shortage of power supplies; national or local emergency; acts or omissions of government; industrial disputes of any kind; the acts or omissions of other companies.

## **22. Termination:**

Either the Customer or Orbix UK Ltd may terminate this Agreement at any time, by giving two months notice thereof (via electronic mail or other means) to the other party, and;

**22.1** Without prejudice to any other rights Orbix UK Ltd may terminate the Agreement immediately and or suspend all or part of the services until further notice, if the Customer, at Orbix UK Ltd's sole discretion, damages Orbix UK Ltd's reputation or relationship with existing or potential future customers, or brings the company name into disrepute.

**22.2** Without prejudice to any other rights the Customer may terminate the Agreement by giving the aforementioned notice period if Orbix UK Ltd are unable to supply the services associated with this agreement and its addendums and promoted through the Orbix UK Ltd website.

**22.3** Without prejudice to any other rights Orbix UK Ltd may terminate the Agreement immediately after non payment of invoices and or no communication after a period of 28 days. Orbix UK Ltd reserves the right to block access to the customer's panel and take control of said panel. The Customer will be liable to all invoices incurred up to the agreed date of termination of this agreement.

**22.4** Orbix UK Ltd becomes aware that Customer is using or is likely to use the Services in any way which may be interpreted as illegal, immoral or otherwise disreputable, or likely to expose Orbix UK Ltd to un-acceptable risks legally or otherwise, Orbix UK Ltd reserve the right to suspend or terminate with immediate effect with no prior notice.

**22.5** Any termination shall not relieve the customer of its obligation to pay any charges incurred hereunder. The Parties' rights and obligations which by their nature would extend beyond the termination, or expiration of

this Agreement shall survive such termination, or expiration for the avoidance of doubt, termination of a Service does not affect the provision of any other Service provided pursuant to this Agreement.

**23. Dispute Resolution:**

Orbix UK Ltd will make every effort resolve any dispute quickly and satisfactorily. If the dispute outcome is not to the satisfaction of the Customer, the customer has right to seek arbitration for the dispute to be resolved with the Ombudsmen Otelo (<http://www.otelo.org.uk>). Details of our complaint and dispute resolution procedures are set out in our Code of Practice.

**24. Entire Agreement:**

This Agreement together with its Schedule and attached addendums constitutes the entire Agreement between the parties on the subject matter hereof and shall supersede all prior written or verbal agreements and understandings between the parties. In the case of all services offered or supplied, where the additional or replacement terms are required in this agreement shall also be regarded as part of our agreement and where applicable to individual services refer to the attached addendum hereto.

# ADDENDUM

## WLR

---

Orbix UK Ltd is an International Communications company that provides Wholesale Line Rental (WLR) services to Customer and Customers, and the said party wishes to obtain those services from Orbix UK Ltd in accordance with the terms of this full Agreement and further defined hereafter.

### ADS 1. DEFINITIONS:

All previous definitions in this agreement are utilised in conjunction with this Addendum in relation to the Wholesale Line Rental service, defined herein, unless the context otherwise requires:

1.1 "**Agreement**" means The Customer Agreement in full referenced above, inclusive of all addendums, attachments and relevant Terms, conditions and applicable application form and AUP;

1.2 "**Access Line**" means the telecommunications circuit that the Customer uses to obtain telecommunications services over the public switched telephone network at the Premises as notified by the Customer to Orbix UK Ltd;

1.3 "**Act**" means the Telecommunications Act 1984;

1.4 "**Carrier**" means any supplier of telecommunications services to Orbix UK Ltd for the Service;

1.5 "**Commencement Date**" means the date when the Customer first receives the live Service.

1.6 "**Customer Apparatus**" means apparatus belonging to the Customer not forming part of the Equipment but which may be connected to the Equipment;

1.7 "**Equipment**" means any apparatus or equipment provided by Orbix UK Ltd or any third party to the Customer at the Premises to enable provision of the Service;

1.8 "**Minimum Period**" means

(a) six (6) months unless otherwise stated within this addendum.

(b) Orbix UK Ltd Standard services - six (6) calendar months from the commencement date.

1.9 "**Orbix UK Ltd System**" means the telecommunication system which Orbix UK Ltd runs and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by, Orbix UK Ltd from a third party

1.10 "**Person**" means an individual or a body corporate or unincorporated or a partnership and "Persons" shall be construed accordingly;

1.11 "**Restricted Information**" means any information which is disclosed to one party to this Agreement by the other pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such);

1.12 "**Services**" hereafter and related to this addendum means Wholesale Line rental (WLR) and all related services as described on the date hereof and within the Company's website [www.orbix.co.uk](http://www.orbix.co.uk) together with any increased or improved services of such a nature that may be provided by the Company and defined further within its website.



1.13 "**Line Rental Service**" hereafter and related to this addendum means Wholesale Line rental (WLR).

1.14 "**Wholesale Line Rental**" to mean Line Rental Services and or WLR

**ADS 2. GENERAL:**

2.1

References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.

2.2

The headings within this Addendum are for convenience only and shall not affect its interpretation.

**ADS 3. PROVISION OF SERVICE:**

3.1

Orbix UK Ltd will provide the Service to the Customer in accordance with the Conditions of this Agreement and addendums and within the Term and Conditions found on the Orbix UK Ltd website.

3.2

The customer confirms they have legitimate Access and authority to order line Wholesale Line Rental at the location specified in order to receive the Service. If his Customer authority changes, Orbix UK Ltd cannot be held responsible if the Customer is no longer able to receive the Service due to any legal requirements imposed on Orbix UK Ltd.

3.3

We shall provide Line Rental Service to you with your authorisation for us to act on your behalf in all dealings with any Third Party Operator in connection with any matter that enables us to provide or to continue to provide you with the Line Rental Service.

3.4

We cannot guarantee that the Line Rental Service will be free of faults, interruptions, timely or secure to the

Extent the Line Rental Service may be affected by circumstances we are unable to control.

3.4

You agree to follow any reasonable instructions that we may give you about the service. This includes giving our engineers and or our representatives access to your premises.

3.5

You will agree to get any related permission needed from any third party if they have to cross their land or put our equipment on their premises if required by the engineers on a new installation if deemed necessary by us.

3.6

Certain services which are provided by Third Party Operators may not be compatible with the Line Rental

Service provided to you and or location. You should be aware that such services may be automatically removed from the line during set up and may no longer be available.

3.7

Orbix UK Ltd may occasionally have to interrupt the Service or change the technical specification of the Service for operational, legal reasons or dictated by a third party. Orbix UK Ltd will give the Customer as much notice as possible of any planned interruption of the said Service in relation to WLR. In these circumstances The Customer shall have no claim against Orbix UK Ltd for any such interruption.

**ADS 4. RISKS**

4.1.

The Reseller acknowledges that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, reliability of transmission etc. The Customer agrees to accept full responsibility arising from such risks and the consequences of their usage of Orbix UK Ltd wholesale line rental and related services herein.

**ADS 5. COMPANY LIABILITY:**

5.1.

The Company agrees to abide to all laws and regulations applicable for services provided by him. The Company shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by him, or under his direction or on his behalf.

5.2.

The Reseller acknowledges and warrants that the Service shall be used in the way intended and defined within this agreement. Such compliance shall include without limit, the right for the recipient to be informed and their right to access this information and to modify it or to "opt out" completely of the Customer database along with the manner in which they can request this.

5.3.

The Company must not invite the Customer to call back on a premium rate number.

**ADS 6. PRICING AND PAYMENT:**

6.1.

Orbix UK Ltd shall provide the Customer with the Service for the fees as defined in writing and or the availability through the control panel or Orbix UK Ltd website. These fees are payable in advance from the start of the Minimum Period of service. Payment will be due on the date specified on the invoice.

6.2.

Subject to our discretion we will invoice you with credit terms of 30 days net, on an Annual basis only. Orbix UK Ltd may charge interest on all outstanding amounts on a daily basis at the rate of 4% per annum above the base lending rate, from the date of the invoice until the date of actual payment or judgement has been enforced.

6.3.

Any installation fee as specified to you in writing, website or through your control panel, is payable in advance by credit card.

6.4.

All fees are subject to change with the Line rental Service. In the event that the Orbix UK Ltd increases its fees, you will receive prior notice as determined within the agreement.

6.5.

In addition to the fee set out on the web site and or determined to the Customer in writing, Orbix UK Ltd shall be entitled to charge the Customer for the reasons given.

6.5.1. Internal Relocation - If a Customer wants to relocate the main phone socket from one room/floor to another within the same building.

6.5.2. Abortive Visit Charge - Abortive visits include attendance to incorrect address provided by the customer, site does not meet requirements specified by BT or End User is not available.

6.5.3. Administration Charges - Where The Customer provide illegible, materially incomplete or incorrect order details.

6.5.4. Reworking Charge - If the Customer consents to a Carrier engineer making good any existing non-Carrier installed wiring to make it fit for installation of the Service.

6.5.5. Order Cancellation - If the Customer requests the cancellation of the Orbix UK Ltd Line Rental Service five (5) or less days prior to the arranged installation date.

6.5.6. Appointment Change Charge - Where the Customer requests a new Installation Date after the order has been committed.

6.6.

Method of payment – as described herein, the website and or by email or other means.

**ADS 7. FAULTS TO LINE RENTAL SERVICE:**

7.1.

If you suffer or suspect a fault with the Line Rental Service then you should contact our Customer Services Team:

7.2.

We will work on any fault that is reported to us according to the repair service we have agreed to provide to you contained herein and within the Orbix UK Ltd website

7.3.

You agree that you will be responsible for all charges that you incur or we incur on your behalf in repairing the fault with the Line Rental Service unless the fault is the result of any act or omission of us or a Third Party Operator or is due to fair wear and tear where applicable.

7.4.

If we decide that an Orbix UK Ltd engineer should be sent to your premises in connection with a fault and that engineer arrives within an agreed appointment time, you will incur an administration fee if you are not available at the agreed time.

7.3.

If an Orbix UK Ltd engineer attends a fault and decides the fault is with the equipment owned by you then you will be charged for any work carried out and the engineer may disconnect the equipment if deemed necessary.

**ADS 8. CHARGES:**

8.1.

You will be charged rental from the day we supply the Line Rental Service. You will pay the rental in advance. The rental will depend on how we classify your line. The classifications are explained in our Price list contained within the Orbix UK Ltd website ([www.orbix.co.uk](http://www.orbix.co.uk)).

8.2.

A full month will be charged in your cancellation month. No pro rata calculation will be made for cancellations part way through the month.

8.3.

We will issue your first invoice after it is agreed to provide the Service. We will issue you further invoices monthly, but we reserve the right to change the issue date of said monthly invoices if necessary.

**ADS 9. REPAIR TO SERVICE:**

9.1.

Orbix UK Ltd will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible.

**ADS 10. SUSPENSION OF SERVICE:**

We may suspend the service (without being liable to compensate you);

10.1.

If we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice);

10.2.

If you contravene any part of this agreement and its relevant addendums & Terms & Conditions.

**ADS 11. AGREEMENT AND ADDENDUM AMENDMENTS:**

11.1.

Orbix UK Ltd reserve the right to add to and/or amend the Conditions at any time. Such changes shall be notified to the customer by posting in the Legal section of Orbix UK Ltd's Web site. Changes in this manner shall be deemed to have been accepted if the Customer continues to use the Service after a period of Fourteen (14) days from the date of posting on the Web site.

**ADS 12. DURATION AND TERMINATION:**

12.1.

This Addendum shall come into force on the date hereof and continue thereafter unless and until terminated by either party.

12.2.

Cancellation of the order will incur an administration fee of no less than £15. Cancellation notice provided less than 3 working days prior to the service activation date will incur fees on an increasing scale up to and including the full cost of installation and liability for the full contract period with less than 1 working day's notice.

**ADS 13. SEVERABILITY**

13.1.

If any of the provisions of this Agreement and Addendums is found by any Court to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and Addendums and the remaining provisions of this

# ADDENDUM

## CPS Terms & Conditions

---

This Addendum is part of Agreement, Reference: Orbix UK Ltd Customer Agreement

Orbix UK Ltd is an International Communications company that provides manual and automatic CPS services to Customers and Customers, and the said referenced party wishes to obtain those services from Orbix UK Ltd in accordance with the terms of this full Agreement and further defined hereafter.

### ADS 14. DEFINITIONS:

All previous definitions in this agreement are utilised in conjunction with this Addendum in relation to the CPS service, defined herein, unless the context otherwise requires:

- 1.1 **"Agreement"** refers to the conditions contained herein and with said agreement referenced above along with any applicable application form, AUP and related Terms and conditions.
- 1.2 **"Access Line"** refers to the telecommunications circuit that the Customer uses to obtain telecommunications services over the public switched telephone network at the Premises as notified by the Customer to Orbix UK Ltd;
- 1.3 **"Act"** refers to the Telecommunications Act 1984;
- 1.4 **"Commencement Date"** means the date when the Customer first receives the live Service.
- 1.5 **"PPM"** Refers to Pence Per Minute (Sterling)
- 1.6 **"PPC"** Refers to Pence Per Call (Sterling)
- 1.7 **"CPS"** Refers to "Carrier Pre Selection" service; the CPS Service provided by Orbix UK Ltd under the terms of this Agreement to the customer on the service number(s), enabling the End User to make calls over the Fixed Line Network using the CPS Service and any related services
- 1.8 **"Fixed Line Network"** means the telecommunications network(s) over which Orbix UK Ltd provides the CPS Service;
- 1.9 **"Tariff"** Referring to the PPM or PPC that the Customer typically pays Orbix UK Ltd when placing calls through Orbix UK Ltd. A customers' rate sheet is available from the Control panel or by request.
- 1.10 **"Orbix UK Ltd System"** means the telecommunication system which Orbix UK Ltd runs and, for the purpose of this Agreement, any apparatus leased by, or otherwise obtained by, Orbix UK Ltd from a third party
- 1.11 **"Person"** means an individual or a body corporate or unincorporated or a partnership and "Persons" shall be construed accordingly;

**1.12 "Restricted Information"** means any information which is disclosed to one party to this Agreement by the other pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such);

**1.13 "Services"** hereafter and related to this addendum means those manual and automatic CPS and all related services as described on the date hereof and within the Company's website [www.icukhosting.co.uk](http://www.icukhosting.co.uk) together with any increased or improved services of such nature that may be provided by the Company.

**ADS 15. GENERAL:**

2.1

References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.

2.2

The headings within this Addendum are for convenience only and shall not affect its interpretation.

**ADS 16. PROVISION OF SERVICE:**

3.1

Orbix UK Ltd will provide the Service to the Customer in accordance with the Conditions of this Agreement and addendums and within the Term and Conditions found on the Orbix UK Ltd website.

3.2

The customer must have an Access Line with the Physical Characteristics in order to receive the Service. If the Customer changes the Physical Characteristics, Orbix UK Ltd cannot be held responsible if the Customer is no longer able to receive the Service.

3.3

Orbix UK Ltd reserves the right to change the Customer's password at any time at its sole discretion.

3.4

We shall provide the CPS Service to the Customer in accordance with this Agreement. We will endeavour to connect the Customer to the CPS Service within 15 working days of our receipt of the customer's acceptable instruction. In the event of circumstances beyond our control, we do not warrant or guarantee that the Customer will be connected to the CPS Service by said period. Once connected, the Customer will be able to access the CPS Service and (subject to clause 23 in the Agreement) the Customer shall be liable for any Charges incurred.

3.6

The Customer hereby irrevocably authorises us to act on their behalf in all dealings with the operator/ carrier/service provider of any telecommunications network or system in connection with any matter that enables us to provide or to continue to provide the Customer with the CPS Service. The Customer also hereby irrevocably authorises us to give all notices, nominations and other authorisations that are necessary for us to provide the CPS Service from its providers.

3.7

Orbix UK Ltd may occasionally have to interrupt the Service or change the technical specification of the Service for operational reasons or because of an emergency. Orbix UK Ltd will give the Customer as much notice as possible of any planned interruption of the Service. In these circumstances The Customer shall have no claim against Orbix UK Ltd for any such interruption.

3.8

Orbix UK Ltd cannot guarantee that the CPS Service will be free of faults or interruptions, timely or secure to the extent the CPS Service may be affected by things out of our control or jurisdiction, such as (without limitation) lack of network capacity, physical obstructions or atmospheric conditions.

3.9

It is the Customers responsibility to check the compatibility of the CPS Service with any monitored alarm system(s) the Customer may have and the Customer should check this with its monitored alarm system provider(s). If we suspend the provision of the CPS Service under this Agreement it will affect the operation of the Customer's monitored alarm system(s). Orbix UK Ltd do not accept any liability in connection with the Customer's use of a monitored alarm system with the CPS Service.

#### **ADS 17. CUSTOMERS USE OF SERVICE:**

17.1.

The Customer must, at all times, ensure that the CPS Service is used in accordance with this Agreement and any other instructions we give to the Customer from time to time.

17.2.

The Customer or any other person using the CPS Service with the Customers' permission, does not comply with any provision of this agreement and its addendums, the Customer will indemnify us for any claims, losses, damages, costs, liabilities and expenses (including, without limitation, any legal costs and expenses) which we may suffer or incur as a result of any such non-compliance.

17.3.

The Customer must at all times keep any password or PIN number for the account confidential and secure.

#### **ADS 18. AUTHORISATIONS AND AUTHENTICATION**

18.1.

The Company will issue a username and password to the Customer via e-mail. This login information will serve as identification of the Customer and all services attached to and within its control panel to the Company, when accessing the Company's CPS services, either via its web site or through its programmatic interfaces.

18.2.

The Customer is responsible for careful use and storage of the username and or password issued by Orbix UK Ltd. The Customer must at all times keep any password or PIN number for the account confidential and secure, and must tell us immediately if any such password or PIN number is disclosed to any unauthorised person. The Customer acknowledges that: (i) we may disclose any information in connection with the Customer account to anyone who correctly quotes the Customer's password or PIN number; and (ii) our automated invoice payment, other invoice-related reminders and/or other information announcements may be heard by anyone accessing the CPS Service.

18.3.

If misuse or theft of the login information is suspected, the Customer agrees to immediately notify Orbix UK Ltd in order to suspend the Customer account and take other appropriate measures deemed necessary by Orbix UK Ltd. The Company shall not be liable for losses or other consequences arising out of such misuse.

#### **ADS 19. RISKS**

19.1.

The Customer acknowledges that, by definition, access to the Internet and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, reliability of



transmission etc. The Customer agrees to accept and bear full responsibility arising from such risks and the consequences of the usage of Orbix UK Ltd CPS Service herein and contravening clause 5 within this agreement.

**ADS 20. CUSTOMER'S LIABILITY:**

20.1.

The Customer agrees to abide to all laws and regulations applicable to the CPS services provided. The Customer shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by him, or under his direction or on his behalf.

20.2.

The Customer acknowledges and warrants that the CPS Service shall be used in the way intended and defined within this agreement and related addendums. Therefore the Customer shall comply with all relevant rules, regulations and conditions laid down by the industry authorities as in defined herein.

20.3.

The Customer hereby agrees to indemnify and hold Orbix UK Ltd, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including in particular, without limitation, reasonable legal fees, made by any Person or Persons due to or arising out of the Customer services, use of the CPS, connection to the CPS, breach of this Agreement and or the Customer violation of any rights of any other Person or Persons.

**ADS 21. PRICING AND PAYMENT:**

21.1.

Orbix UK Ltd shall provide the Customer with the Service for the fees as defined in writing and or the availability through the control panel or Orbix UK Ltd website. These fees are payable in advance from the start of the Minimum Period of service unless otherwise stated by Orbix UK Ltd. Payment will be due on the date specified on the invoice.

21.2.

Orbix UK Ltd will invoice the Customer for the CPS Service in accordance with the relevant terms, tariffs, rules and charges applying at the time the CPS Service is used. The Customer will be charged for the CPS Service in accordance with relevant tariff and all other fees predetermined within this agreement. All charges to the Customer will be invoiced monthly unless otherwise defined herein. We may vary invoicing frequency or demand payment at any other time by giving the Customer prior written notice if the frequency is moved by more than 14 days.

21.3.

All prices are subject to change with CPS as defined herein. In the event that the Orbix UK Ltd increases its prices and or charges, you will receive prior notice as determined within the agreement.

21.4.

Orbix UK Ltd may vary any Charges and/or charge to the Customer and any taxes or duties imposed in relation to the CPS Service at any time by posting the resulting price changes on our website or Control Panel. We will give the Customer at least 5 calendar days' notice before any price change.

21.5.

Unless agreed in writing, payment is due for any use of the CPS Service and the Customer must pay in full any invoice for Charges by the due date specified in the invoice without any set-off or deductions.

**ADS 22. INTELLECTUAL PROPERTY RIGHTS:**

22.1.

It is agreed and acknowledged by the parties that all communication media and systems associated with the web

site [www.orbix.co.uk](http://www.orbix.co.uk), the control panel and the underlying services remain the property of the Company, its suppliers or partners as appropriate. By using the services, the Customer shall not obtain any rights in the infrastructure, content, Intellectual Property, or software associated with the services.

22.2.

To run in conjunction with clause 4 of the Customer's agreement.

**ADS 23. AGREEMENT AND ADDENDUM AMENDMENTS:**

23.1.

Orbix UK Ltd reserve the right to add to and/or amend the Conditions at any time. Such changes shall be notified to the Customer by posting in the Legal section of Orbix UK Ltd's Web site. Changes in this manner shall be deemed to have been accepted if the Customer and or Customer's continue to use the Service after a period of Fourteen (14) days from the date of posting on the Web site.

**ADS 24. DURATION AND TERMINATION:**

24.1.

This Addendum shall come into force on the date hereof and continue thereafter and associated with said agreement unless and until terminated by either party in reference to clause 22 of the main agreement including sub clauses of said agreement.

**ADCC 25. SEVERABILITY**

If any of the provisions of this Agreement and Addendums is found by any Court to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and Addendums and clause 20 of said main agreement will be adhered to.