



Tele-Lynx (UK) Limited
and
the User (Customer) of the Registered Number(s)

Tele-Lynx UK Limited . trading as 'Firefly Telecom' 15 Hunts Mill Crispin Place Wallingford Oxfordshire OX10 ODR

Registered in the UK, Company Number 3951142 www.fireflytelecom.com

VAT No 757342906



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THIS AGREEMENT is made

(1) Tele-Lynx UK (registered in England and Wales under number 3951142) whose registered office is at Unit 15 Hunts Mill Wallingford OXON OX100DR

("Tele-Lynx UK Ltd"); and

(2)

the "**Customer**").

BACKGROUND

(A) Tele-Lynx UK Ltd. is a Network Operator in relation to the provision of Number Translation Services, Personal Number Services and Premium Rate Services and a Communications Provider.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement (except where the context otherwise requires) the following words shall have the following meanings:

"**Artificial Inflation of Traffic**" As defined from time to time in the British Telecommunications plc Standard Interconnect Agreement;

"**Business Day**" Any day which is not a Saturday, a Sunday or a bank or public holiday in England;

"**Business Hours**" The hours between 9.00 am and 5.00 pm on a Business Day;

"**Call**" The successful establishment of a connection using a telephone number governed by this

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Agreement and which enables the conveyance of signals to or from an End User;

"Carrier" Any provider of an electronic communications network;

"Confidential Information" Any information which is disclosed to either

party 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);

"Contract Materials" Any software, media, manuals, documentation or other materials and any data or other information provided to the Customer by Tele-Lynx UK Ltd. in connection with the Services;

"Customer Content" The content of a Call sent or received using the Services by the Customer or an End User;

"Customer Rebate" The amount payable per minute to the Customer in respect of each Call as set out in the Order Form and as amended from time to time in accordance with this Agreement;

"Customer Statement" The meaning given to it in Clause 10.1;

"Due Diligence Information" All information required by Tele-Lynx UK Ltd. to be provided by the Customer in respect of any Order as set out in the Order Form or such other information as PPP, Ofcom or any other regulatory body may require Tele-lynx UK Ltd. to obtain and/or hold in respect of the Customer;

"Effective Date" The date of this Agreement;

"End User" Any person who uses or procures services provided by the Customer where such services make use of or are facilitated by the Services;

"Tele-Lynx UK Ltd. Network" As the context permits or requires, any network, circuits, IT facilities (including any software, database or website), equipment or other infrastructure used, provided or operated from time to time by Tele-Lynx UK Ltd.;

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"PPP" PayPhonePlus and any similar, additional or successor regulatory body that may be appointed from time to time;

"PPP Code of Practice" The 11th edition of the code of practice for Premium Rate Services published by PPP and which is set out in Schedule 1, or such further revised or amended edition of such code as may be published by PPP from time to time;

"Information Provider" Has the meaning given to it in the PPP Code of Practice;

"Intellectual Property Rights" Patents, trade marks, service marks, design rights, trade or business names, copyright (including rights in computer software), moral rights, database rights, format rights and topography rights (whether or not any of these is or are registered or the subject of applications for registration) know-how, trade secrets and rights of confidence and all rights and forms of protection throughout the world of a similar nature or with similar effect to any of

these for the full unexpired period of any such rights and any extensions and/or renewals thereof;

"IVR Charges" The amount payable by the Customer to Tele-Lynx UK Ltd. in respect of the IVR Services as set out and as amended from time to time in accordance with this Agreement;

"IVR Materials" Has the meaning given to it in Clause 4.2;

"IVR Platform" The server, operating system and other hardware or software used in the provision of an IVR Service;

"IVR Service" A Service consisting of the provision of interactive voice response facilities to the Customer;

"Legislation" Has the meaning given to it in Clause 1.2.7;

"Minimum Use" In relation to a telephone number, where specified, the minimum number of Calls which must be terminated using such telephone number during any 12 month period or such other period as shall be defined in the applicable Order Form for such telephone number;

"Network Operator" Has the meaning given to it in the PPP Code of Practice;

"Ofcom" The Office of Communications or any successor office or regulatory body that may be appointed from time to time;

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"Order" A written request by the Customer to Tele-Lynx UK Ltd. for the provision of Services submitted and accepted by Tele-Lynx UK Ltd. in accordance with Clause 2.5

"Order Form"

The order form for Services in the form set Service Provider Order Form for PRS /NTS changed from time to time by Tele-Lynx UK Ltd.

"Premium Rate Service" or "PRS" Means any service regulated by PPP;

"Personal Number Service" or "PNS" Means any service regulated by PPP.

"Services" The services provided by Tele-Lynx UK Ltd. Limited pursuant to this Agreement which shall include fixed line telephone Premium Rate Services and/or IVR Services;

"Service Commencement Date" The date agreed between the Parties for the commencement of each Service, as stated on the relevant Order Form; and

"Service Description" The description of Services to be provided as specified for each Service in each Order Form;

"Service End Date" (i) the date agreed between the Parties when Tele-Lynx UK Ltd. will cease to provide each Service, as stated on the relevant Order Form; or (ii) the date upon which the provision of any particular Service is otherwise terminated in accordance with the terms of this Agreement;

"Special Conditions" Any additional terms or conditions applicable to the provision or use of a Service and which are set out in the Order Form agreed by the parties in respect of such Service;

"Supplier" Any person providing equipment or services to Tele-Lynx UK Ltd. including, without limitation, any licensor of Contract Materials, aggregator of Calls or Carrier;

"Term" The meaning given to it in Clause 16.1;

"VAT" Value Added Tax as defined in the Value Added Tax Act 1994; and

"Work Plan" A co-ordinated programme of activities, resources, deliverables and timeframes;

"Year" Means successive period of twelve months commencing on the date of this Agreement and, in the event of termination of this Agreement, the period between the then latest anniversary of the date of this Agreement and the date of termination.

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1.2 In this Agreement (except where the context otherwise requires:

1.2.1 any reference to a Clause or Schedule is to the relevant, clause or schedule for to this Agreement and any reference to a sub-clause is to the relevant subclause of the clause or schedule in which it appears;

1.2.2 the table of contents and clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

1.2.3 use of the singular includes the plural and vice versa;

1.2.4 use of any gender includes the other gender;

1.2.5 any reference to "persons" includes individuals, firms, partnerships, companies, corporations, associations, organisations, foundations and trust (in each case whether or not having separate legal personality);

1.2.6 a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute;

1.2.7 any reference to a statute, statutory provision, subordinate legislation, code or guideline ("**Legislation**") is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation ;

1.2.8 any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.3 Schedule 1 forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes Schedule 1.

2. CUSTOMER ORDERS

2.1 The Customer may request the provision of Services from time to time by submitting an Order Form to Tele-Lynx UK Ltd. Each Order Form submitted by the Customer shall be deemed to be an offer by the Customer to purchase the Services described in the Order Form which if accepted by Tele-Lynx UK Ltd. shall take effect in accordance with Clause 2.5. For the avoidance of doubt, a quotation provided to the Customer by Tele-Lynx UK Ltd. does not constitute an offer by Tele-Lynx UK Ltd. to supply Services.

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2.2 Each Order Form shall specify, inter alia, the Services, the Customer Rebate (where applicable) and the IVR Charges (as applicable), which are the subject of the Order

2.3 The Customer acknowledges and agrees that Tele-Lynx UK Ltd. shall not accept any Order until it is fully satisfied (which Tele-Lynx UK Ltd. shall, in its sole discretion, determine) that it has been provided with all relevant Due Diligence Information. The Customer further acknowledges and agrees that Tele-Lynx UK Ltd. may retain all Due Diligence Information provided to it pursuant to this Agreement and disclose such Due Diligence Information to PPP, Ofcom or otherwise as required by any applicable law, regulation or code of practice.

2.4 Where the supply of Services by Tele-Lynx UK Ltd. is subject to additional terms and conditions, or otherwise requires modifications to this Agreement, such additions or modifications shall be set out in the Special Conditions.

2.5 In the event that Tele-Lynx UK Ltd. accepts an Order, it shall do so by countersigning the Order Form. Upon acceptance by Tele-Lynx UK Ltd., such Order shall form part of and be governed by this Agreement and shall take effect from the date of such acceptance. Tele-Lynx UK Ltd. shall promptly provide a copy of the accepted Order to the Customer.

2.6 Nothing in this Agreement requires the Customer to submit, or Tele-Lynx UK Ltd. to accept, any Order Form.

3. SUPPLY OF SERVICES

3.1 In respect of any Order (and subject to Clause 3.2) Tele-Lynx UK Ltd. shall provide or procure the provision of Services to the Customer from the Service Commencement Date until, subject to the early termination of the provision of the Services in accordance with the terms of this Agreement, the Service End Date;

3.2 Tele-Lynx UK Ltd. shall exercise reasonable skill and care in providing Services to the Customer. Services cannot be guaranteed to be fault free and Tele-Lynx UK Ltd. shall not be liable for any fault or interruption in the operation of the Tele-Lynx UK Ltd. Network or in the availability or provision of Services caused by a fault or interruption in services provided by a Supplier/3rd party partner.

3.3 Tele-Lynx UK Ltd. shall use all reasonable endeavours to meet any agreed dates (including any provisioning timetable) but shall not be liable for any failure to meet them.

3.4 Tele-Lynx UK Ltd. reserves the right to make any changes to this Agreement which Tele-Lynx UK Ltd. deems necessary from time to time in order to reflect:

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3.4.1 technical and/or operational matters, provided that such change does not materially impact upon the End Users' use of the Services

3.4.2 changes to applicable law, regulation or codes of conduct (including, without limitation the PPP Code of Practice); and/or

3.4.3 changes to a Supplier's terms and conditions Tele-Lynx UK Ltd. may change the level of the Customer Rebate and/or the IVR Charges in respect of any increased costs incurred by Tele-Lynx UK Ltd. which relate to any changes made by Tele-Lynx UK Ltd. pursuant to this Clause 3.4 by giving the Customer not less than 30 days written notice of such change.

3.5 Without prejudice to Clauses 3.4 and 10.12, the Customer acknowledges and agrees that if the Carrier reduces the amount paid over to Tele-Lynx UK Ltd. in respect of any Call, Tele-Lynx UK Ltd. may, in its sole discretion, change the level of the relevant Customer Rebate to reflect such reduction by giving the Customer not less than 30 days written notice in respect thereof.

3.6 Without prejudice to Clause 18, Tele-Lynx UK Ltd. may, at its sole discretion and without liability, temporarily suspend the operation of the Services or the Tele-Lynx UK Ltd. Network for the purpose of repair, maintenance or improvement of the Service or any part of the Tele-Lynx UK Ltd. Network. Tele-Lynx UK Ltd. shall, if practicable, notify the Customer in advance and shall restore provision of the Services as soon as reasonably practicable in order to minimise any disruptions.

3.7 Tele-Lynx UK Ltd. shall have the right to monitor the Customer's use of the Services including, without limitation, the content of any Calls and/or the operation of any Customer service or equipment, for the purpose of monitoring compliance with this Agreement.

3.8 The Customer shall at its cost comply with any reasonable request by Tele-Lynx UK Ltd. for cooperation or assistance in connection with any diagnostic or other repair, maintenance or improvement activities being undertaken by Tele-Lynx UK Ltd..

4. ESTABLISHMENT OF IVR SERVICES

4.1 In respect of any IVR Services, the Customer and Tele-Lynx UK Ltd. may agree a Work Plan for the development and implementation of an IVR Service.

4.2 The Customer shall provide Tele-Lynx UK Ltd. with any call plans, menu prompts, scripts or other material or information reasonably requested by Tele-Lynx UK Ltd. for the development and implementation of an IVR Service ("**IVR Materials**"):

4.2.1 in accordance with any applicable Work Plan; or

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4.2.2 in all other cases, not less than two (2) weeks prior to the Service Commencement Date for the IVR Service.

4.3 Tele-Lynx UK Ltd. reserves the right to reject any IVR Materials supplied by the Customer. The Customer acknowledges and agrees that it is solely responsible for the quality and content of all IVR Materials notwithstanding any acceptance or publication of IVR Materials by Tele-Lynx UK Ltd.

4.4 Without prejudice to Clause 12, the Customer acknowledges and agrees that the IVR Platform and all information, documentation and materials developed or provided by Tele-Lynx UK Ltd. in connection with the provision of IVR Services remain the property of Tele-Lynx UK Ltd. or its Suppliers. The Customer acknowledges and agrees that Tele-Lynx UK Ltd. or its Suppliers exclusively own all Intellectual Property Rights in the IVR Platform and all corrections, enhancements, updates, derivatives or modifications whether made by Tele-Lynx UK Ltd. the Customer, an End User or any other third party. At the request of Tele-Lynx UK Ltd., the Customer shall promptly assign, or procure the assignment of, any rights to such to Tele-Lynx UK Ltd. or perfect such rights in Tele-Lynx UK Ltd. name.

4.5 The Customer shall, not less than one (1) week prior to the Service Commencement Date applicable to the relevant Services, provide Tele-Lynx UK Ltd. with detailed forecasts of the anticipated levels and patterns of Calls which will be generated by the Service.

5. PREMIUM RATE

5.1 In respect of any Premium Rate Voice, the Customer shall, at its own cost and expense, provide all Customer Content to Tele-Lynx UK Ltd.. The Customer shall provide Customer Content to Tele-Lynx UK Ltd. under this Clause 5.1 in any format and/or using any technical protocol Tele-Lynx UK Ltd. may reasonably require in order for it to set up and operate the Service. The Customer undertakes to ensure that all data transmissions to Tele-Lynx UK Ltd. (including, without limitation, all Customer Content delivered to Tele-Lynx UK Ltd. are checked for viruses by up-to-date and generally accepted virus checking software prior to delivery to Tele-Lynx UK Ltd.

5.2 Prior to the commencement of any Premium Rate Service, the Customer shall provide to Tele-Lynx UK Ltd. a copy of any registration form, acknowledgment of receipt of registration form, permission, licence, authorisation or consent required from PPP for the operation of such service.

5.3 The Customer shall ensure that it clearly states the standard charge for access to its services on all promotions.

5.4 The Customer accepts sole responsible for the quality and content of its services and for

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the advertising, marketing and promotion of such services and shall ensure that it complies with all applicable laws and regulations (including any applicable code of practice or guidelines and regardless of whether such code of practice or guidelines would otherwise be legally binding on the Customer). In addition, the Customer shall ensure that all rights, licences, permissions, authorisations and consents required for the provision of its services are obtained and complied with. The Customer shall provide to Tele-Lynx UK Ltd. evidence of its compliance with this Clause 5.4 on request.

5.5 The Customer shall, prior to the commencement of any Premium Rate Voice or SMS, notify Tele-Lynx UK Ltd. in writing as to the general content of the Service. The Customer acknowledges and agrees that Tele-Lynx UK Ltd. may disclose information concerning the content of any Service or any marketing or promotional materials to the extent that a Supplier, PPP, Ofcom or any other regulatory body requests such disclosure. The Customer acknowledges and agrees that it remains liable for procuring all necessary consents and approvals for the content of any service provided by the Customer, notwithstanding any disclosure of content or services by Tele-Lynx UK Ltd. under this Clause 5.5.

5.6 Each party shall notify the other if it becomes aware of any complaint, investigation or enforcement activity by PPP, Ofcom or any other regulatory body into any Service. If requested by the receiving party, the notifying party shall provide the receiving party with copies of any correspondence related to such complaint, investigation or enforcement activity.

5.7 The Customer shall indemnify and hold harmless Tele-Lynx UK Ltd. from and against any and all losses, demands, claims, damages, costs, expenses and liabilities (including any penalty or fine imposed by PPP, Ofcom or any other regulatory body) incurred by Tele-Lynx UK Ltd. and arising out of services provided by the Customer, including in connection with the quality or content of services or of marketing or promotional material or from any fraudulent or alleged fraudulent use (including Artificial Inflation of Traffic) of telephone numbers.

5.8 Where Tele-Lynx UK Ltd., in its absolute discretion, considers that the Customer is or is likely to breach any provision of this Clause 5, Tele-Lynx UK Ltd. may immediately terminate the Agreement or otherwise suspend provision of Services on notice to the Customer.

6. USE OF SERVICES BY CUSTOMER

6.1 The Customer remains entirely responsible for all activities that occur under or in connection with any account of the Customer or any End User, including the quality and content of any Calls or other transmissions sent or received using the Services. The Customer acknowledges and agrees that Tele-Lynx UK Ltd. is unable to exercise control over any content made available, placed on or accessible through either the Customer's or an End

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User's use of the Services and Tele-Lynx UK Ltd. shall have no liability as to the quality, content or accuracy of such content.

6.2 The Customer shall promptly and at its cost provide to Tele-Lynx UK Ltd.:

6.2.1 copies of all correspondence between Tele-Lynx UK Ltd. and the Customer and all other information requested by Tele-Lynx UK Ltd. in relation to the use of the Services by the Customer and/or any End Users that Tele-Lynx UK Ltd. is required to provide to PPP, Ofcom or any other regulatory body or otherwise in accordance with any applicable law, regulation or code of practice; and

6.2.2 any correspondence or information otherwise reasonably requested by Tele-Lynx UK Ltd. in relation to the use of the Services by the Customer and/or any End Users. The Customer further acknowledges and agrees that Tele-Lynx UK Ltd. may disclose all information provided to it pursuant to Clause 6.2.1 to PPP, Ofcom or any other regulatory body or otherwise as required by any applicable law, regulation or code of practice.

6.3 The Customer undertakes that it will not use the Services and will procure that the Services will not be used by any End User:

6.3.1 in a way that does not comply with the terms of any applicable Legislation, including, without limitation, the Data Protection Act 1998, and any relevant code of practice including, without limitation, any relevant advertising code of practice or code governing Premium Rate Services;

6.3.2 in a way that does not comply with the terms of any other applicable law or any direction, notification, request or instruction made by PPP, Ofcom or any other regulatory body, or which does not comply with the terms of any licence applicable to the Customer or an End User respectively;

6.3.3 in a way that does not comply with the terms of any licence applicable to the Customer;

6.3.4 in any unlawful or fraudulent way or in a way which has any unlawful or fraudulent purpose or effect;

6.3.5 to send, store, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, which infringes any Intellectual Property Rights, which is a hoax, or which is in breach of any confidence or any other rights;

6.3.6 to send or procure the sending of any unsolicited Calls, messages or material (including, without limitation, advertising or promotional material) other than to an End User who has consented to receiving such Calls, messages or material;

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6.3.7 in a way which constitutes a violation or infringement of the rights of any person;
Or

6.3.8 in a way which in Tele-Lynx UK Ltd.'s reasonable opinion adversely affects:

6.3.8.1 the quality of the Services;

6.3.8.2 the performance, security or integrity of any part of the Tele-Lynx UK Ltd. Network; or

6.3.8.3 the network or services of any third party (including any Supplier).

6.4 The Customer agrees to comply immediately with any request received from Tele-Lynx UK Ltd. to discontinue any use of the Services if:

6.4.1 Tele-Lynx UK Ltd. reasonably considers that such use may materially affect the quality of any services provided by Tele-Lynx UK Ltd. or a Supplier; and/or

6.4.2 Tele-Lynx UK Ltd. reasonably believes Services are being used by the Customer in a manner inconsistent with Clause 6.3.

7 CUSTOMER INDEMNITIES

7.1 The Customer shall indemnify and keep indemnified Tele-Lynx UK Ltd. against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred, directly or indirectly, by Tele-Lynx UK Ltd. in consequence of any breach, non performance or non observance by the Customer of any of the provisions of Clause 7 of this Agreement including, without limitation, where these arise from or in connection with any claim made by any End User or any other third party.

7.2 The Customer shall indemnify and keep indemnified Tele-Lynx UK Ltd. against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred, directly or indirectly, by Tele-Lynx UK Ltd. in consequence of any infringement or alleged infringement by the Customer or End User of any Intellectual Property Rights.

7.3 Without prejudice to any other right or remedy, Tele-Lynx UK Ltd. may recover any amount indemnified by the Customer under Clause 7.1 or 7.2 by deducting such amount from the Customer Rebate otherwise payable by Tele-Lynx UK Ltd. to the Customer in accordance with the terms of this Agreement.

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8. TELEPHONE NUMBERS

8.1 Where, as part of the provision of Services, the Customer is assigned a telephone number by Tele-Lynx UK Ltd.:

8.1.1 all rights in the assigned telephone number remain vested in Tele-Lynx UK Ltd. and/or the 3rd party supplier if applicable and the Customer does not acquire any rights in such telephone number by virtue of this Agreement;

8.1.2 subject to any legal obligation on Tele-Lynx UK Ltd. and/or the Customer to satisfy a valid request from an End User for number portability, the Customer cannot sell, assign or otherwise agree to transfer any rights in respect of the telephone number;

8.1.3 the telephone number may be changed or decommissioned from time to time by Tele-Lynx UK Ltd. for operational or technical reasons or because Tele-Lynx UK Ltd. is required to do so by Ofcom or in order to comply with any other regulatory requirements.

Tele-Lynx UK Ltd. will use reasonable endeavours to give the Customer as much notice of any such change or decommission as is reasonably practicable; and

8.1.4 the telephone number is unique for use within the United Kingdom only and international call charge rates may apply to any use of the Services by the Customer or any End User(s) outside of the United Kingdom. Tele-Lynx UK Ltd. does not warrant, and accepts no liability in relation to, the availability or operation of any telephone number or Services from countries outside the United Kingdom.

8.2 Where:

8.2.1 the Customer fails to maintain Minimum Use of any telephone number; or

8.2.2 Tele-Lynx UK Ltd. is required by pursuant to Legislation or an order of an appropriate regulatory body (including, without limitation, PPP and Ofcom) to cease use of any telephone number;

Tele-Lynx UK Ltd. may withdraw such telephone number and any associated Services and/or terminate this Agreement. The Customer acknowledges and agrees that this can include withdrawal of all telephone numbers and/or short codes and keywords assigned to it under this Agreement.

8.3 The right of the Customer to use any telephone number and short code issued in respect of this Agreement shall end upon the Service End Date or otherwise upon the termination of this Agreement (except where otherwise required by any applicable law or regulations). The Customer acknowledges and agrees that Tele-Lynx UK Ltd. may reassign such telephone

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number on and from the Service End Date or the date upon which this Agreement is terminated.

8.4 The Customer shall give Tele-Lynx UK Ltd. as much written notice as possible (being not less than 30 days) prior to undertaking any marketing or other activities or events which might reasonably be expected to materially increase the volume of Calls processed using the Service.

8.5 To the maximum extent permitted by relevant Legislation, the Customer acknowledges and agrees that it shall not request the porting of any telephone number(s) assigned to it by Tele-Lynx UK Ltd. under this Agreement.

8.6 Subject to Clause 9.5, the Customer shall give Tele-Lynx UK Ltd. as much notice as reasonably practicable of any request by the Customer to port any telephone number(s) from Tele-Lynx UK Ltd. to an alternative service provider or Carrier. In the event that such notice is issued by the Customer, the parties shall promptly meet in good faith to seek to agree such variation to the Services or the terms of provision of such Services as may be necessary in order for the Customer to no longer require the porting of the telephone number(s). The Customer shall pay all charges, costs and expenses reasonably incurred by Tele-Lynx UK Ltd. as a consequence of the porting between different Carriers or service providers of any telephone numbers used by or made available to the Customer under this Agreement.

8.7 The Customer acknowledges and agrees that Tele-Lynx UK Ltd. may retain a record of all telephone numbers and/or short codes and key words assigned to the Customer, including all telephone numbers which are subsequently ported to an alternative service provider or Carrier, and all other information that PPP may require in respect of the such telephone numbers or the Services including, without limitation, the information required to be maintained by a Network Operator pursuant to paragraphs 2.4.1 and 2.4.2 of the 11th edition of the PPP Code of Practice (or any similar requirement in any subsequent edition of the PPP Code of Practice).

9. BILLING AND PAYMENT

9.1 In respect of each calendar month Tele-Lynx UK Ltd. shall issue to the Customer on or before the end of the month immediately following the month to which the invoice is stated to apply a statement (the "**Customer Statement**") which shall detail:

9.1.1 all relevant Services and telephone numbers to which the Customer Statement relates;

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9.1.2 the total number and duration of Calls processed by Tele-Lynx UK Ltd. in respect of each telephone number; and

9.1.3 the Customer Rebate which is payable by Tele-Lynx UK Ltd. to the Customer in respect of such Calls in accordance with Clause 9.2 below.

If there is any discrepancy between the Call information set out in the Customer Statement and any similar information maintained by the Customer, the information notified by Tele-Lynx UK Ltd. shall be deemed conclusive.

9.2 Subject to Clauses 9.3 to 9.7, following delivery of the Customer Statement in accordance with Clause 9.1, Tele-Lynx UK Ltd. shall pay the Customer Rebate to the Customer within 14 days of having received an invoice for the same from the Customer provided that the Customer agrees that it shall not issue an invoice in respect of any calendar month until Tele-Lynx UK Ltd. has issued the relevant Customer Statement in accordance with Clause 9.1 above.

9.3 No Customer Rebate shall be payable by Tele-Lynx UK Ltd. to the Customer for any Call:

9.3.1 in respect of which Tele-Lynx UK Ltd. has not received payment from the Carrier; and

9.3.2 until at least 30 days after the use of the Premium Rate Service to which the Customer Rebate relates.

9.4 Subject to Clause 11, Tele-Lynx UK Ltd. reserves the right to withhold all or part of the Customer Rebate if any of the Services provided to the Customer is suspected or alleged to be contrary to any code of practice, fraudulent (including Artificial Inflation of Traffic), illegal or contrary to any legal or regulatory requirement.

9.5 If the Carrier withholds any payment to Tele-Lynx UK Ltd. in respect of any of the Calls made in any calendar month or requires repayment of any amount from Tele-Lynx UK Ltd. in respect of any Calls for any reason, Tele-Lynx UK Ltd. may upon notice to the Customer:

9.5.1 if the relevant Customer Rebate has not yet been made to the Customer in relation to such Calls, withhold all or part of such Customer Rebate; or

9.5.2 if the relevant Customer Rebate has already been made to the Customer in relation to such Calls, either:

9.5.2.1 withhold an amount from any future Customer Rebate equal to the amount that has been withheld by the Carrier; or

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9.5.2.2 require immediate repayment by the Customer of such Customer Rebate equal to the amount that has been withheld by the Carrier.

9.6 Tele-Lynx UK Ltd. may, if directed by PPP, Ofcom or any other regulatory body: 10.6.1 withhold all or part of any Customer Rebate;

9.6.2 pay or transfer all or part of any Customer Rebate otherwise due to the Customer to PPP, Ofcom, any other regulatory body or any other third party as such regulatory body may direct; or

9.7 Where Tele-Lynx UK Ltd. withholds any Customer Rebate or requires repayment of any Customer Rebate pursuant to Clause 9.5 or 9.6, Tele-Lynx UK Ltd. shall issue a notice ("**Withholding Notice**") to the Customer on or before the date upon which payment of such Customer Rebate would otherwise have fallen due. Tele-Lynx UK Ltd. shall use reasonable endeavours to specify in each Withholding Notice the amount(s) withheld, those Calls or Services to which such amount(s) relate and a description of reason why such amount(s) were withheld. Tele-Lynx UK Ltd. shall have no liability to the Customer in respect of any Customer Rebate specified in any Withholding Notice.

9.8 The Customer may nominate in the relevant Order Form that a percentage of the Customer Rebate is paid directly to the Information Provider in respect of the relevant Premium Rate Services. Without prejudice to any of Tele-Lynx UK Ltd.'s rights under this Agreement to withhold part or all of the Customer Rebate in respect of any month or to set-off any other amounts owed by the Customer against the Customer Rebate, Tele-Lynx UK Ltd. shall pay such percentage of the Customer Rebate directly to the Information Provider. Such payment shall be in full satisfaction of Tele-Lynx UK Ltd.'s obligation to otherwise pay any such amount to the Customer.

9.9 At the same time as Tele-Lynx UK Ltd. produces the Customer Statement it shall generate and deliver to the Customer a VAT invoice where the Customer Statement indicates that IVR Charges are payable by the Customer to Tele-Lynx UK Ltd. in respect of IVR Services. The Customer shall pay the Charges to Tele-Lynx UK Ltd. within 14 days of the end of the month in respect of which the IVR Charges relate.

9.10 Tele-Lynx UK Ltd. reserves the right to collect the IVR Charges or any other amount(s) due and payable by the Customer under this Agreement by deducting such IVR Charges or other amount(s) from any Customer Rebate payable by Tele-Lynx UK Ltd. in respect of the same calendar month to which the IVR Charges relate or any future Customer Rebate.

9.11 All sums payable under this Agreement are exclusive of VAT or any other applicable sales tax. Any applicable taxes or duties shall be added to the sum in question or otherwise included in any relevant calculation, and where any withholding tax or similar deduction is required to be made the sum in question shall be paid net of that deduction.

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9.12 Tele-Lynx UK Ltd. may change the level of the Customer Rebate and/or the IVR Charges or the manner of their calculation at any time by giving the Customer not less than 30 days written notice of such change. If Tele-Lynx UK Ltd. increases the level of the Customer Rebate and/or IVR Charges in accordance with this Clause 9.12, the Customer may terminate this Agreement by giving Tele-Lynx UK Ltd. not less than 30 days written notice to Tele-Lynx UK Ltd..

9.13 Without limitation to Clause 9.12, Tele-Lynx UK Ltd. may change the level of the Customer Rebate and/or IVR Charges or the manner of their calculation with retrospective effect if such change is the result of:

9.13.1 a direction, determination, order or decision of any government agency or regulatory body; or

9.13.2 any notice is issued by the Carrier amending or introducing a payment for telecommunications services with retrospective effect.

9.14 Tele-Lynx UK Ltd. reserves the right to undertake reasonable investigations into the credit worthiness (including, without limitation in order to obtain satisfactory evidence that the Customer has sufficient financial and other resources necessary to discharge its obligations under the PPP Code of Practice in respect of any Premium Rate Services) of the Customer following any breach of this Clause 10 or otherwise prior to the acceptance of any new Order(s). The Customer shall provide Tele-Lynx UK Ltd. with all assistance and information reasonably requested by Tele-Lynx UK Ltd. in connection with such investigations.

10. ARTIFICIAL INFLATION OF TRAFFIC

10.1 Tele-Lynx UK Ltd. shall (at the Customer's request) use reasonable endeavours on behalf of the Customer to recover any part of the Customer Rebate which is withheld by the Carrier in the event that the Carrier suspects or alleges Artificial Inflation of Traffic or in the case of Silent Billing (also known as Flash Billing).

10.2 The Customer shall indemnify Tele-Lynx UK Ltd. in respect of all costs reasonably incurred by Tele-Lynx UK Ltd. in relation to any attempt to recover any part of the Customer Rebate in accordance with Clause 11.2.

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11. PROPRIETARY INFORMATION

11.1 All Contract Materials provided or disclosed to the Customer by Tele-Lynx UK Ltd. in connection with the provision of Services remain the property of Tele-Lynx UK Ltd. or its Suppliers.

11.2 The Customer acknowledges and agrees that Tele-Lynx UK Ltd. or its Suppliers exclusively own all Intellectual Property Rights in the Contract Materials and all copies, corrections, enhancements, updates, derivatives or modifications to such Contract Materials whether made by Tele-Lynx UK Ltd., the Customer, an End User or any other third party. At the request of Tele-Lynx UK Ltd., the Customer shall promptly assign, or procure the assignment of, any rights to Contract Materials to Tele-Lynx UK Ltd. or perfect such rights in Tele-Lynx UK Ltd.'s name.

13. CONFIDENTIALITY

12.1 Each party undertakes that it will not at any time hereafter use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory body (including, without limitation, PPP and Ofcom), the terms and conditions of this Agreement (including details of any Order or Services) or any confidential information concerning the business or affairs of the other party which may have or may in the future come to its knowledge and each of the parties shall use its reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters. Neither party shall use any such confidential information except for the performance of this Agreement. For the avoidance of doubt, the Customer acknowledges and agrees that Tele-Lynx UK Ltd. may disclose any information provided to it pursuant to Clauses 2.3 and 6.2.1 to PPP, Ofcom, any other regulatory body or otherwise as required by any applicable law, regulation or code of practice.

12.2 Neither party shall make any announcement relating to this Agreement nor its subject matter without the prior written approval of the other party except as required by law or by any legal or regulatory authority.

13. WARRANTIES

13.1 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including those relating to quality and fitness for purpose), are excluded to the extent permitted by law.

13.2 Where Tele-Lynx UK Ltd. supplies, in connection with the provision of the Services, any goods or services supplied by a third party, including a Supplier, Tele-Lynx UK Ltd. does not warrant or guarantee the quality, fitness for purpose or otherwise of such goods or services but shall, where possible and where requested to do so, assign to the Customer the benefit

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of any warranty, guarantee or indemnity given by the person supplying the goods or services to Tele-Lynx UK Ltd..

13.3 The Customer warrants:

13.1 that it is not in breach of the PPP Code of Practice or subject to any sanction imposed by PPP in respect of any breach of the PPP Code of Practice;

13.3.2 it shall at all times comply with the PPP Code of Practice (Schedule in relation to the

Services and it shall otherwise comply with any direction, determination, order or decision of PPP, Ofcom or any other any government agency or regulatory body in respect of the Services;

13.3.3 it has complied, and will continue to comply, with all its obligations under the Data Protection Act 1998 and the Privacy and Electronic Communications Regulations (EC Directive) Regulations 2003 including, without limitation obtaining all necessary consents, confirmations or relevant registrations from any End Users in respect of the use of any personal data of any End User; and

13.3.4 it shall at all times comply with any other applicable Legislation or any other applicable law, code of practice including, without limitation, any relevant advertising code of practice or code governing Premium Rate Services.

13.4 The Customer undertakes to promptly notify Tele-Lynx UK Ltd. if any sanctions are imposed upon it by PPP in respect of any breach of the PPP Code of Practice or the Customer otherwise becomes aware that it is in breach of the PPP Code of Practice.

14. EXCLUSION OF LIABILITY

14.1 Nothing in this Agreement shall limit Tele-Lynx UK Ltd.'s liability for:

14.1.1 personal injury resulting from its negligence or for fraud or fraudulent misrepresentation;

14.1.2 breach of obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

14.2 Subject to Clause 15.1 and 15.3, the aggregate liability of Tele-Lynx UK Ltd. in respect of any loss or damage suffered by the Customer and arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed:

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14.2.1 1% of the Customer Rebate payable to the Customer by Tele-Lynx UK Ltd. in respect of any single incident or series of incidents arising from a common claim; or

14.2.2 3% of the average monthly Customer Rebate payable to the Customer by Tele-Lynx UK Ltd. during any Year (or part thereof) in respect of all claims.

14.3 Tele-Lynx UK Ltd. shall not be liable, in contract, tort (including negligence) or for breach of statutory duty or in any other way for:

14.3.1 any loss of data (including corruption to and reinstatement of any data);

14.3.2 any loss arising from or in connection with loss of revenues (including, without limitation, call revenues), profits, contracts or business or failure to realise anticipated savings;

14.3.3 loss of goodwill or reputation;

14.3.4 damages;

14.3.5 loss or damage claimed or recoverable from third parties howsoever caused and regardless of whether such loss or damage was direct, indirect, special or consequential; or

14.3.6 any indirect or consequential losses, suffered or incurred by the Customer arising out of or in connection with any matter under this Agreement.

14.4 Tele-Lynx UK Ltd. shall not be liable for any failure of a Service attributable to:

14.4.1 any modification (whether by alteration, deletion, addition or otherwise) to the Service by persons other than Tele-Lynx UK Ltd. or its agent; or

14.4.2 the use of the Service with other software, services, facilities or equipment without Tele-Lynx UK Ltd.'s express prior written consent.

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

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15. TERM AND TERMINATION

15.1 This Agreement shall commence on the Effective Date for an initial period of one (1) year ("**Initial Term**") subject always to any earlier termination in accordance with its terms.

15.2 Subject always to any earlier termination of this Agreement in accordance with its terms, this Agreement shall be automatically renewed for further periods of one (1) year (each such additional one (1) year period, a "**Further Period**") at the end of the Initial Term or any such Further Period (the Initial Period and any and all Further Periods, together comprising the "**Term**") unless either party gives written notice to the other party not later

than three (3) months before the end of the Initial Term, or the relevant Further Period (as the case may be) to terminate this Agreement at the end of the Initial Term, or the relevant Further Period (as the case may be). Subject always to any earlier termination of this Agreement in accordance with its terms, this Agreement shall terminate at the end of the Initial Term, or at the end of the relevant Further Period, if a notice of termination in respect of the Initial Term or the relevant Further Period, respectively, is given pursuant to this Clause 15.2.

15.3 Either party (the "**Non-Defaulting Party**") may terminate this Agreement (without prejudice to its other rights and remedies) with immediate effect by written notice to the other party (the "**Defaulting Party**") if:

15.3.1 the Defaulting Party commits a material breach of any of its obligations under this Agreement and if the breach is capable of remedy, fails to remedy it during the period of 30 calendar days starting on the date of receipt of notice from the Non-Defaulting Party specifying the breach and requiring it to be remedied;

15.3.2 the Defaulting Party becomes insolvent (including being unable to pay its debts as they fall due and/or that the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities), proposes an individual, company or partnership voluntary arrangement, has a receiver, administrator or manager appointed over the whole or any part of its business or assets; if any petition shall be presented, order shall be made or resolution passed for its winding up (except for the purpose of a bona fide amalgamation or reconstruction), bankruptcy or dissolution (including the appointment of provisional liquidators/interim receivers or special managers); if it shall otherwise propose or enter into any composition or arrangement with its creditors or any class of them, if it ceases or threatens to cease to carry on business or if it claims the benefit of any statutory moratorium; or

15.3.3 the Defaulting Party suffers or there occurs in relation to that party, any event

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which is analogous to any of the events referred to in clause 15.3.2 in any part of the world.

15.4 Each party shall as soon as reasonably possible give notice in writing to the other party of any event within clause 15.3.2 and 15.3.3 which occurs during the Term and which would entitle the other party to terminate this Agreement.

16. CONSEQUENCES OF TERMINATION

16.1 Unless otherwise agreed by the parties, upon termination of any Services or this Agreement the Customer shall immediately stop, and shall procure that all End Users immediately stop, using all terminated Services and relevant telephone number(s) and the Customer's right to use the Services and the relevant telephone number(s) shall terminate immediately.

16.2 The parties shall have no further obligations or rights under this Agreement after the end of the Term, without prejudice to any obligations or rights which have accrued to either party at the time when the Term ends save that Clauses 13, 15, 16, 17, 19 and 25 together with those other clauses the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue to have effect after the end of the Term.

17. SUSPENSION

17.1 Tele-Lynx UK Ltd. may immediately interrupt, suspend or vary the availability or provision of any Service where:

17.1.1 Tele-Lynx UK Ltd. reasonably considers that use of a Service by the Customer or any End User may materially affect:

17.1.1.1 the quality of the Services;

17.1.1.2 the performance, security or integrity of any part of the Tele-Lynx UK Ltd. Network; or

17.1.1.3 the network or services of any third party (including any Supplier);

17.1.2 such action is reasonably required for technical or operational reasons (including, without limitation, to undertake planned or emergency maintenance);

17.1.3 Tele-Lynx UK Ltd. or its Supplier is required to do so pursuant to any applicable law or an order of an appropriate regulatory body (including, without limitation PPP);

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17.1.4 the Customer is in default of its payment obligations or any credit policy of Tele-Lynx UK Ltd.;

17.1.5 the Customer has breached any of the provisions in Clause 7 of this Agreement; or

17.1.6 any services or facilities required by Tele-Lynx UK Ltd. in order properly to provide the Services are interrupted, suspended or varied by a Supplier for any reason.

17.2 Tele-Lynx UK Ltd. may suspend or block access by the Customer or an End User to Services without notice if Services are being used by the Customer or such End User in a manner which Tele-Lynx UK Ltd. determines is inconsistent with Clause 7.3

17.3 The Customer shall reimburse Tele-Lynx UK Ltd. for all reasonable costs and expenses incurred by Tele-Lynx UK Ltd., directly or indirectly, as a result of the interruption, suspension, recommencement or variation of Services where such suspension, recommencement and/or variation was implemented wholly or partly as a consequence of an act or omission of the Customer or an End User.

17.4 For the avoidance of doubt, the suspension, interruption or variation of Services by Tele-Lynx UK Ltd. under Clause 18.1 shall not exclude its right to also terminate this Agreement in respect of the same event or default in accordance with Clause 15.

18. DISPUTE RESOLUTION

18.1 If any dispute arises out of or in connection with this Agreement (or its validity, construction, performance or enforceability) (a "**Dispute**"), directors or other senior representatives of the parties with authority to settle the Dispute will, within seven (7) days of a written request from one party to the other (a "**Dispute Notice**") meet in good faith with a view to resolving the Dispute.

18.2 All negotiations entered into in connection with a Dispute will be conducted in complete confidence. The parties undertake not to disclose details of the Dispute of such negotiations except to their professional advisers, and shall procure that their professional advisers do not disclose such details. The parties shall keep confidential and not use for any collateral or ulterior purpose all documents and materials relating to the Dispute, produced for, or arising in relation to, the negotiations except:

18.2.1 so far as is necessary to implement and enforce any agreement in writing settling a Dispute;

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18.2.2 as required by court order; or

18.2.3 otherwise as required by law.

18.3 If the Dispute is not resolved by the meeting in Clause 18.1, the parties will negotiate in good faith to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure as in force from time to time, which Procedure is deemed to be incorporated by reference into this clause 18.3. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (a "**Mediation Notice**") to the other party requesting a mediation. The mediation will start not later than 21 calendar days after the date of service of the Mediation Notice. No party may commence any court proceedings/arbitration in relation to the Dispute until it has attempted to settle the Dispute by mediation in accordance with this clause and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

19. NOTICES

19.1 The Customer shall nominate one person from within its organisation who shall act as the Customer's primary representative for all matters relating to this Agreement.

19.2 Any notice given by one party to the other under this Agreement must be in writing and may be delivered personally, by fax or by pre-paid first class post. Any such notice shall be deemed to have been received:

19.2.1 if delivered personally, at the time of delivery;

19.2.2 if sent by post, two working days after the date of posting; and

19.2.3 in the case of fax, at the time of transmission.

19.3 Notices shall be delivered or sent to the address or fax number of the party to be served with the notice given on the first page of this Agreement or such other address or fax number as may be notified in writing from time to time by the relevant party to the other.

20. REGULATION

If, in the reasonable judgement of Tele-Lynx UK Ltd., any change in law or any other governmental or regulatory action would make the provision of Services materially more expensive or difficult, substantially impaired or impractical, Tele-Lynx UK Ltd. may terminate or

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modify this Agreement. Tele-Lynx UK Ltd. will provide the Customer with as much notice of any such termination or modification as is reasonably practicable in the circumstances.

21. VARIATION

Without prejudice to Clause 10.13, Tele-Lynx UK Ltd. may amend or otherwise vary the Services or any term of this Agreement if such change is, in the reasonable opinion of Tele-Lynx UK Ltd., required as a result of a change in applicable law, regulation or code of practice or otherwise as a result of any direction, determination, order or decision of any government agency or regulatory body (including, without limitation, Ofcom and PPP).

22. FORCE MAJEURE

22.1 Neither party shall be liable to the other party insofar as it is prevented, restricted or delayed in the performance of any obligation under this Agreement for any reason beyond its reasonable control including (but not limited to) strikes, lock-outs or other industrial disputes, nuclear accident or acts of God, war or terrorist activity, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, default of suppliers or sub-contractors, and shortage of labour or materials ("**Force Majeure**").

22.2 If an event of Force Majeure continues for a continuous period of more than three (3) months, either party may, by notice in writing to the other, immediately terminate any affected Order in which case neither party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist..

23. RIGHTS OF THIRD PARTIES

23.1 Subject to Clause 23.2:

23.1.1 PPP may rely upon and enforce Clauses 5.2, 5.4, 5.5, 5.6, 5.8, 7.2.1, 7.3.1, 7.3.2, 7.4.2 (insofar as it relates to Clauses 7.3.1 and 7.3.2), 9.2.2, 9.7, 10.6, 10.13.1, 10.14, 18.1.3, 18.1.1.3, 18.2 (insofar as it relates to Clauses 7.3.1 and 7.3.2), and 22 against the Customer; and

23.1.2 if the Customer nominates that a percentage of the Customer Rebate is paid directly to the Information Provider in respect of the relevant Premium Rate Services in accordance with Clause 10.8, such Information Provider may rely upon and enforce Clause 10.8 against Tele-Lynx UK Ltd. in respect of the relevant percentage of the Customer Rebate.

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23.2 Notwithstanding any other provision in this Agreement, the parties may by agreement in writing rescind or vary any of the provisions of this Agreement in any way without the consent of any third party, and accordingly section 2(1) of the Contracts (Rights of Third

Parties) Act 1999 shall not apply.

23.3 Except as provided in Clause 24.1 (or insofar as this Agreement expressly provides that a third party may in his own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or 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 the Act.

24. GENERAL

24.1 Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture of any kind between the parties hereto and save as contained herein neither party shall have any authority to bind the other in any way or to hold itself out in its advertising or otherwise in any manner which would indicate or imply any such relationship with the other,

24.2 Save as provided in Clause 23 above, no modification or variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Agreement. For the avoidance of doubt, no modification or variation of this Agreement shall be valid if made by email.

24.3 Unless expressly so agreed, no modification or variation of this Agreement shall constitute or be construed as a general waiver of any provisions of this Agreement, nor shall it affect any rights, obligations or liabilities under this Agreement which have already accrued up to the date of such modification or waiver, and the rights and obligations of the parties under this Agreement shall remain in full force and effect, except and only to the extent that they are so modified or varied.

24.4 In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under this Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that, or any other right, power, privilege, claim or remedy, in any other instance at any time or times subsequently.

24.5 This Agreement constitutes the entire agreement and understanding of the parties relating to the subject matter of this Agreement and supersedes any previous agreement

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or understanding between the parties in relation to such subject matter.

24.6 Each of the parties acknowledges and agrees that in entering into the Agreement it has not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in the Agreement. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

24.7 The only remedy available to either party for breach of this Agreement shall be for breach of contract under the terms of this Agreement and neither party shall be liable in tort or otherwise arising from such breach.

24.8 The validity, construction and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the law of England. Each party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

PPP CODE OF PRACTICE (11th EDITION)

Please refer to: www.phonepayplus.org.uk

Personal Numbering - Guidance on the acceptable use of 070 numbers

Personal Numbering - Guidance on the acceptable use of 070 The Personal Numbering Service benefits the person being called The end user must be in charge of the destination number Promotional material must reflect the key characteristics of a Personal Numbering Service

Please refer to: http://www.ofcom.org.uk/telecoms/loi/numbers/num_070_guide

http://www.phonepayplus.org.uk/pdfs_news/070.pdf

Personal Numbers are not to be used for Premium Rate Services

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