

Terms and Conditions for EurExcel Ltd

1. DEFINITIONS & INTERPRETATIONS

"Access Code" means the code assigned to EurExcel for the purpose of facilitating access to the Service.

"Agreement" means the agreement between the Customer and EurExcel for the procurement of telephony network services incorporating these Terms and Conditions.

"Charges" means the amounts you must pay to establish and use the Service as set out in the Price List.

"CPS" or **"Carrier Pre-Selection"** means the Service that allows Customers to pre-select and directly access a telephony carrier ("CPS Operator") other than BT (as the access operator) to carry all or certain categories of your calls, without tapping an Access Code, and which allows you to be billed directly by that carrier of choice.

"Customer", "user", "you" or "your" means the person (including any corporate or other business entity) to whom the Service is provided and any other person reasonably acting within that person's authority.

"Customer Equipment" means telephones, lines, modems or other telecommunications or related equipment used to access the Service as supplied by the Customer and for which the Customer is responsible or to which the Customer avails himself/herself.

"Customer Service Centre" means a team of people provided by EurExcel to respond to and deal with Customer enquiries and issues, which may be reached by a call free of charge on 0800 0316 480.

"Direct Debit/Continuous Authorisation" means our authority to collect payment from you by Direct Debit or from your credit card.

"EurExcel", "our", "we" or "us" refers to EurExcel Ltd, company number 04371712 which can be reached at First Floor, Belgrave House, No. 1 Greyfriars, Northampton. NN1 2TT or as otherwise notified, and/or its associated companies, including those located in the United States and Canada.

"Price List" means the charges for our products and services, including technical support, which is published from time to time and is available from our main offices.

"The Service" means the provision of direct access (CPS) telecommunications service (including internet service) allowing customers to complete voice, facsimile and data transmission (a) locally, nationally, and internationally (except where otherwise stated), including (i) access to a global collection of inter-connected communications networks that use the transmission control protocol and the internet protocol (together commonly known as the Internet); (ii) access to services on the Internet which may include, but shall not be limited to, cable programming services, webcasts, chat groups, software agents, virtual reality technology, wireless applications and digital broadcast technology; (iii) access to electronic communication and electronic mail services via the Internet; (iv) the telecommunication of information including, but not limited to, web pages, computer software and other such data to enable connectivity to the Internet; (v) access and links to computer databases via the Internet; and (b) to complete landline to mobile voice calls to UK mobile phones.

"The Service Literature" means literature compiled by EurExcel containing instructions and advice concerning the Service, which also includes a code of practice, in addition to any amendments.

"Subscriber Agreement" means any agreement entered into between you and the vendor for Internet access.

"The Telecommunications Network(s)" means telecommunication systems operated by a Public Telecommunications Operator licensed pursuant to the applicable section of the Telecommunications Act 1984 to which Customer Equipment is connected.

2. USE OF THE SERVICE

2.1. This Agreement shall come into full force and effect from the date of the Customer requesting service, until terminated in accordance with this Agreement. Customer warrants that he/she has authorised their service to be changed to EurExcel as CPS Operator and is of legal age (18) to enter into this Agreement.

2.2. The Customer agrees and undertakes: (a) to use the Service in accordance with this Agreement and any Service Literature and ensure no unauthorised access; (b) not to use the Service to send any message, defamatory communication or transmission which is intended to be a hoax call, unlawful, offensive, abusive, threatening, indecent, obscene, menacing, in a fraudulent manner, or likely to constitute a violation or infringement of the rights of any party; (c) not to resell, supply or otherwise commercially make the Service available to others; (d) to maintain and keep in good working order all Customer Equipment for the duration of this Agreement; (e) to pay for all charges resulting from the use of the Service on the Customer phone line(s), regardless of whether the Service has been accessed by the Customer or a third party, regardless of whether or not authorised unless the Customer has told EurExcel in writing of fraudulent misuse; and/or (f) to notify EurExcel if Customer moves to new mailing address so bill for services may be properly forwarded.

2.3. In the event that the Service is not available, please notify our Customer Service Centre.

3. PROVISION OF THE SERVICE

3.1. Until your direct-access CPS Service is activated, you can access the Service indirectly by tapping in the access code number provided to you and will be billed only for calls you prefix with this access code.

3.2. For CPS Service, we are not obliged to provide you with the Service until we have activated your Service (usually within twelve (12) working days of registration). Customers may only request one CPS carrier per CPS option at a time. Customers will be automatically routed through the EurExcel network for all direct dialled, UK local and national geographic calls, together with calls to mobile phones, international destinations,

0845, 0870 and Freephone 0800 numbers. There are some numbers that cannot be directly dialled on the EurExcel service, for example, 118, 0900 and 0700 numbers. To access these numbers you will need to override CPS by dialling 1280 to reach BT. Many Internet services use an 0845 number to dial in. You may need to contact your Internet provider for assistance on inserting 1280 into the automatic dial-up program. All calls dialled with the 1280 code will not be routed or billed by EurExcel. This code can also be used to override the CPS carrier when Service may have been suspended in accordance with this Agreement. If customers try dialling these numbers, they will be asked to re-dial, putting the 1280 CPS override in front of the number they are calling. Operator services, directory enquiries, emergency and BT Information numbers are excluded from CPS Service and will be routed through the access operator automatically. Customers do not need to dial 1280 to access these services automatically.

3.3. The Service may not be available from certain Telecommunications Network providers, ISDN lines, certain phone types, certain modems, or certain unserviceable areas. We reserve the right to bar or limit the destinations to which you may wish to make calls using the Service. Note that use of an indirect Access Code will override international call barring. Use of the CPS Service will override all call barring services.

3.4. In order to limit fraudulent use of the Service, EurExcel will establish an undisclosed usage limit. This limit will be based on a history of your usage with EurExcel, and other factors, and if exceeded, will trigger the Service to block a Customer's calls. If you believe your calls are not connecting for this reason, please contact the Customer Service Centre.

3.5. EurExcel may also impose monthly usage limits for Customers based upon payment history or other relevant information. Notice of such limits will be provided to those Customers from time to time. Additional details may be provided in the Service Literature.

3.6. For use of the Service, you may be required to provide a deposit. A deposit may be required when there has been high usage of the Service or due to your current state of creditworthiness to ensure payment of future charges. EurExcel may use the deposit, in full or in part, towards any amounts owed to us. If there is any amount of the deposit remaining when the Service is terminated, and all outstanding amounts due to us have been paid including any costs incurred by us, the deposit will be returned to you.

3.7. For use of Service by business Customers, EurExcel reserves the right to refuse account applications without notice if in EurExcel's sole discretion the account will affect EurExcel's ability to provide Service to other Customers due to traffic volumes or otherwise.

4. VARIATION & SUSPENSION OF SERVICE

4.1. Customer consents that without prior notice EurExcel may migrate Services offered under a particular product to an alternate EurExcel product offering of more favourable price or rate plan in the event of availability.

4.2. EurExcel will use its care and skill in providing the Service, however, we do not guarantee that the Service will be free of faults. If there is a fault, we will try to have it corrected promptly. EurExcel shall be entitled at any time and at our discretion to suspend, limit, cancel, discontinue, enhance or vary the Service, if necessary (a) for technical or quality reasons; (b) where payment obligations are not met; (c) where credit references indicate Customer is not suitable for the Service, or if any limit is exceeded; (d) legislative and/or regulatory reasons, or reasons outside EurExcel's reasonable control; and/or (e) where we reasonably believe that the Service is being misused. We will provide Customer with reasonable prior notice at our discretion to enable the Customer to comply before exercising our rights, save in the case of serious technical problems, serious breach of the Agreement, serious grounds for termination, or occurrences and circumstances beyond EurExcel's control, where no notice may be given.

5. CHARGES & PAYMENTS

5.1. Telephony Local, Long Distance Service or Combined Services:

5.1.1. Customer will receive an itemised bill on a regular basis, in accordance with the provisions of your Service offering. A non-itemised bill or additional copies of your bill can be requested through the Customer Service Centre. Your bill typically will detail all charges incurred by you for use of the Service in accordance with our Price List. Calls are summarised or itemised in accordance with the provisions of your Service offering.

5.1.2. Payment can be made using a personal cheque, Direct Debit, an acceptable credit or debit card, by post, or at a bank or Post Office, or by acceptable inter bank transfer. Customers who choose to make a payment by a method other than Direct Debit or continuous credit card payment will incur a £1.00 administration charge per bill, effective from the 01.04.03.

5.1.3. Customer agrees to pay EurExcel by the due date printed clearly on the bill; otherwise Customer agrees to pay additional charges as set forth in 5.5 below.

5.2. Internet Service Provisioning (if applicable):

Customer will be notified of the charges on their account on a periodic basis monthly or quarterly. Such notice may be via electronic means, mail, or your credit card statement. Payment can be made using Direct Debit or by Continuous Authorisation on an acceptable credit or debit card. Customer agrees to pay EurExcel by the due date agreed under the Direct Debit or Continuous Authorisation instruction.

5.3. All charges (unless otherwise stated) are shown exclusive of VAT, and then VAT is calculated on the total amount due. VAT shall be paid by you at the prevailing rate.

5.4. Service usage will be determined by information or data logged on EurExcel's behalf, and not by data or information recorded by the Customer.

5.5. You will agree to pay or reimburse: (a) a late payment fee, compounded monthly, on any outstanding charges which have not been paid; (b) a reasonable fixed penalty charge to cover the costs of any cheque or mandate instruction returned unpaid by a bank or similar institution; (c) all fees, charges or expenses reasonably incurred by EurExcel in collecting or attempting to collect any charges or debts owed by you to EurExcel; and/or (d) a reconnection fee, as necessary, should the Service have been suspended or temporarily disconnected.

5.6. For all chargeable calls, the final minute of each call is rounded to the full minute. Individual charges (excl. Vat) will then be rounded up to the nearest half penny.

6. TERMINATION

6.1. Termination Requirements for Residential and Business Services:

6.1.1. Unless otherwise agreed between us in writing, if the Customer desires to cancel this Agreement after the switch over of Service has occurred, Customer should contact EurExcel to request the CPS option to be cancelled either orally or in writing. That change may take up to twelve (12) working days to be effective. We will confirm by letter the date your Service will cease. If EurExcel desires to cancel the Service, then the Customer will be provided with one month's notice in writing, except in the event of bad debt, where EurExcel can de-provision the CPS option of the Customer and transfer the Customer back to BT without the Customer's consent.

6.1.2. Business Services: Unless otherwise agreed between us in writing, this Agreement may be terminated by either party with one month's notice in advance of the desired termination date. The Customer acknowledges and agrees that final month's recurring fee will not be pro-rated for partial month's usage.

6.1.3. The Customer agrees to pay EurExcel any monies (billed or unbilled) due and owing at the time of termination. EurExcel will return Customer's remaining deposit held, if any.

6.2. Without prejudice to its rights under this Agreement, EurExcel may terminate this Agreement upon notification if there is a breach by the Customer, including: (a) misusing the Service; (b) using the Service in a manner that adversely affects the provision of the Service to others; (c) failing to make payment of any sums when due to EurExcel; (d) furnishing false credit information; (e) if the Customer becomes bankrupt; (f) if the Customer, being a business, ceases to carry on its business and/or becomes subject to proceedings under the insolvency laws of the county of its incorporation or where it carries on business. EurExcel will give reasonable prior notice of termination save in cases of serious breach of this Agreement, when termination may be immediate.

6.3. In applicable cases, EurExcel may also terminate this Agreement with immediate effect if you are in breach of the Subscriber Agreement.

7. LIABILITY AND INDEMNITY

7.1. EurExcel's maximum liability, if any, to the Customer, however arising, under this Agreement shall be limited to £500 sterling (save for damage to property caused by EurExcel personnel when the limit is £5,000) for any event or series of events.

7.2. EurExcel shall not be liable under this Agreement for the acts, omissions and/or failures of either the provider or the operators of the Telecommunications Network, or Customer Equipment, which may affect the Service in any way.

7.3. EurExcel shall not be liable under this Agreement in negligence or otherwise or for any consequential loss for unforeseeable economic losses, or for business consequential losses (includes loss of revenue, business, use, goodwill, anticipated savings, profits or any financial loss, or for any other indirect or consequential loss), howsoever arising in relation to the use of the Service or any failure or error or default by EurExcel in the provision thereof, or otherwise in connection with this Agreement. EurExcel will not be liable for loss of confidentiality caused by the use of the Service.

7.4. Nothing in this Agreement shall exclude or restrict EurExcel's liability for death or personal injuries resulting from our negligence or that of our employees or agents.

7.5. Any warranty, guarantee, promise or other statement or representation about the Service, including the Charges, which is not stated in this Agreement must also be in writing and signed by an authorised EurExcel employee to be valid. EurExcel independent sales representatives are not EurExcel employees. To the extent permitted by law, EurExcel shall not be liable or responsible for, or be obliged to meet any warranty, guarantee, promise, statement or representation which is not made in writing and signed by an authorised EurExcel employee, including where made by our independent sales representatives.

7.6. The Customer agrees to indemnify and hold EurExcel harmless against all liabilities, damages, losses, expenses, proceedings, claims, or threatened claims howsoever arising from or in any way connected with the use of the Service, including those by a third party, except where the Customer has notified EurExcel in writing in the event of fraudulent misuse.

8. FORCE MAJEURE

EurExcel will not be liable for any breach of its obligations hereunder caused by fire, lightning, explosion, vandalism, sabotage (including the infection of any computerised telecommunications system being used to provide the Service), flood, severe weather, act of God, insurrection or civil disorder, terrorism, riot or military operations, national or local emergency, acts or omissions of central or local government or highways authority, strikes, lockouts or other industrial or labour disputes, acts of third parties not under our control including in particular any acts or omissions of providers of the Telecommunications Network or other infrastructure in the UK and elsewhere, or any casualty, loss or damage (whether similar or dissimilar) which may be suffered due to any cause beyond its reasonable control.

9. PERSONAL INFORMATION USAGE

EurExcel will need to process and use your personal data (e.g., name, address and telephone number, billing information, and credit history) in order to provide you with the Service. By entering into this Agreement and using the Service, you agree to allow us, our associated companies (including those abroad), contractors, independent sales representatives, and agents to process such data for purposes connected with providing the Service, including billing, debt collection, credit control, customer support, quality control, record keeping, and research. You further agree that we or our agents may monitor or record those telephone calls made to the Customer Service Centre, in order to monitor quality and to train support personnel. In addition, we will use, and also transfer to our independent sales representatives and affiliated companies, information about your use of the Service for marketing purposes, including information about your bill size, the numbers you call and the times you call. This allows us; our affiliates and our independent representatives to better inform you about our products, services, pricing packages and special offers that may be of particular interest to you. EurExcel may also transfer your personal information to other carefully selected companies so they can contact you about products and services we think you may be interested in. If at any time you do not want your personal information used in this way, please write to EurExcel to tell us. Please allow thirty days for such a notice to be implemented. Through your use of the Service you consent to your personal information being used as described in this Agreement.

10. SERVICE OF NOTICE

EurExcel will send all notices to the Customer's billing address as provided unless Customer informs EurExcel of any change of address in writing. Change of address for Customers who have selected EurExcel as a CPS provider requires the Customer to re-register with their new details on 0800 0316 480. As respects corporate bodies, EurExcel may, at its option, also send notices to the registered office of such entities. EurExcel's address for service of notice hereunder shall be such address as appears on the last written correspondence provided to the Customer or such other address as may be provided for that purpose. Written correspondence between the parties shall be deemed served 48 hours after posting or on earlier proof of delivery.

11. GENERAL PROVISIONS

The parties may not assign the Agreement, in whole or in part, without the prior consent of the other. Notwithstanding the foregoing, EurExcel shall have the right to assign or otherwise delegate all or any of its rights hereunder to a direct or indirect subsidiary, parent or associated company of it without prior consent from Customer. If EurExcel no longer provides services then it may obtain an alternate provider to provide Service to Customer, and Customer agrees to assignment of EurExcel's rights under these terms and conditions to that alternate provider. Where the Customer is a corporate body it undertakes to ensure that its officers, employees, and contractors comply with this Agreement. Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right and does not operate so as to bar the exercise or enforcement thereof, or of any other right on any occasion. If any provision of this Agreement is held to be unenforceable, illegal or void in whole or in part, the remaining portions of this Agreement shall remain in full force and effect. Those conditions of a continuing nature shall survive termination of this Agreement for any reason whatsoever. The terms of this Agreement shall be governed by, construed and interpreted in accordance with English Law and are subject to the exclusive jurisdiction of the English Courts. If you encounter problems or are dissatisfied with our Service for any reason, you should tell us by telephoning our Customer Service Centre free of charge on 0800 0316 480. Additional details of our complaint and dispute resolution procedures are set out in EurExcel's code of practice.

12. RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and all of the rights under the Act are hereby excluded.

13. THE DIRECT DEBIT GUARANTEE

This guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the scheme is monitored and protected by your own Bank or Building Society. If the amounts to be paid or the payment dates change, EurExcel Ltd will notify you 10 working days in advance of your account being debited or as otherwise agreed. If an error is made by EurExcel Ltd or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid. You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

14. NOTICE OF CANCELLATION

You have the right to cancel this contract if you wish. This right can be exercised by sending or delivering a written notice of cancellation to EurExcel Ltd at the address set out below. If you wish you may use the cancellation form provided below.

If you cancel this contract within fourteen (14) days of signing, any sum paid by you or on your behalf under or in contemplation of this contract shall become repayable to you.

If you have received any goods under this contract you must make those goods available either to EurExcel at the address set out above or to the Independent Representative who sold them to you (subject to the return of any monies you have paid) and must take reasonable care of them.

CANCELLATION FORM (Complete, detach and return this form ONLY IF YOU WISH TO CANCEL THIS CONTRACT)

To: EurExcel Ltd, First Floor, Belgrave House, No. 1 Greyfriars, Northampton. NN1 2LD

I/We* hereby give notice that I/We* wish to cancel my/our contract, the details of which are set out overleaf. (*Delete as appropriate)

Name: _____ Address: _____

Postcode: _____

Signed: _____ Dated: _____