



ADDITIONAL TERMS AND CONDITIONS

Connectivity Services



Thrive Operations Limited

ADDITIONAL TERMS 4: CONNECTIVITY SERVICES

VERSION 220322

These Additional Terms will apply where You are buying Connectivity Services from Thrive. It will apply in addition to the terms set out in the General Terms and Conditions.

1 INTERPRETATION

1.1 In these Additional Terms capitalised words shall have the meaning given to them in the General Terms and Conditions. In addition, the following definitions apply to these Additional Terms:

“Activation Date” means the date when the Connectivity Services are made available to the Customer and, where a phased implementation of the Connectivity Services is required as described in the Project Scope, the activation date shall be the date on which the last Connectivity Service was made available to the Customer

“Artificial Inflation of Traffic” means a situation where the flow of Calls to a Service is, as a result of any activity by You or on Your behalf, disproportionate to the flow of Calls which would be expected from good faith commercial practice and usage of the Network

“Authorisation” means authorisations under the Communications Act 2003 and any other authorisations (including Ofcom general authorisation regime) that We or the Provider may be required to hold from time to time under any applicable law

“Authority” means any competent government, emergency services organisation, court of law, tribunal or administrative or regulatory body, including Ofcom and PhonePay Plus Limited or such entities as may replace both or either from time to time

“Calls” means signals, messages, data or communications made using the Connectivity Services

“Connectivity Services” means the connectivity services as described in more detail in the Project Scope but which may include one or more of the following services: data networks, internet access and broadband services, Session Initiation Protocol (“SIP”) services, non-geographical numbers, PSTN & ISDN lines and calls

“Contract Year” means a period of 12 months equal to the period of time in which the Annualised Charges are calculated or, if the Contract has been in force for less than 12 months,



a period starting on the Effective Date and ending on the date on which the claim or claims arose

"Initial Term" shall commence on the Effective Date and shall last for the initial term period described in the Order Confirmation which itself shall begin to be calculated from the last Activation Date

"Live" means that a circuit is connected and has been supplied by a carrier which is now charging Us for the carrier services

"Network" means the telecommunications network and equipment which We use to provide the Connectivity Services

"Our Equipment" means any equipment, systems, cabling or facilities which is owned by Us or licensed to Us and used directly or indirectly in the supply of the Connectivity Services

"Provider" means Our telecommunication service provider from time to time whose services We are reselling under the Contract

1.2 Unless otherwise specified in these Additional Terms, all clause references shall be to clauses contained in these Additional Terms.

Part 1 – Connectivity Services

This part of these Additional Terms applies to all Connectivity Services that We sell to You.

1 SERVICES

- 1.1 Where You are purchasing Connectivity Services, these Additional Terms shall apply in accordance with clause 2.1.2 of the General Terms and Conditions unless there is a specific conflict with the terms of this document in which case these Additional Terms shall prevail.
- 1.2 We shall have the right to make any changes to the Connectivity Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Connectivity Services, and We shall notify You in any such event.
- 1.3 We may change these Additional Terms or the service levels set out in the relevant Service Description in order to reflect contractual changes imposed upon Us by Our Provider or BT/Openreach or any decision, request by or change in the regulatory regime by the relevant Authority. Where possible and practicable, We will give You up to 30 days' written notice in advance of such change.
- 1.4 You will provide to Us, Our (or Our Provider's) agents, employees and sub-contractors any information or access to Your premises or Your Equipment, and any other cooperation needed in the provision of the Connectivity Services.

2 YOUR USE OF THE SERVICES

- 2.1 You agree to ensure that all Systems that will be connected with the Connectivity Services shall conform with:
 - 2.1.1 all applicable laws and regulations, including the Communications Act 2003 and the Radio Equipment and Telecommunications Terminal Equipment Regulations 2000;
 - 2.1.2 all codes of conduct, decisions, directions or recommendations issued by an Authority; and
 - 2.1.3 all requirements identified in the Project Scope.
- 2.2 You agree that You will not use the Connectivity Services in a way which would:
 - 2.2.1 breach or cause Us to breach any applicable laws or regulations;
 - 2.2.2 constitute Artificial Inflation of Traffic; or

2.2.3 enable or permit unauthorised access by You or any third party to data stored on the Network.

2.3 You will ensure that Your usage of the Connectivity Services does not cause congestion or otherwise disrupt Our Network. You will give Us not less than 2 Business Days written notice of any advertising, promotion or other campaigns which may result in abnormal demands being placed on Our Network.

3 YOUR OBLIGATIONS

3.1 You are solely responsible for procuring and maintaining at Your cost all necessary Systems, hardware, software and BT lines (or other third party telecommunication services) which are required to access and make use of the Connectivity Services to the extent that these are not being supplied by Us as specified in the Project Scope.

3.2 You shall provide Us with any information and assistance We reasonably request to comply with any request from any Authority.

3.3 We may disconnect any of Your Systems from Our Network if in Our reasonable opinion:

3.3.1 You do not conform with clause 3.2;

3.3.2 they have or could cause personal injury or damage to property or impair the quality of the Connectivity Services provided by Us;

3.3.3 they could cause Us or the Provider to lose Our or its Authorisation; or

3.3.4 they could put Us in breach of Our obligations to any third party.

3.4 If We are unable to perform any of Our obligations in respect of the Contract due to any act or omission by You, then We shall have the right to suspend delivery of the Products or performance of the Connectivity Services until such time as the said issues are resolved to Our reasonable satisfaction.

3.5 You shall:

3.5.1 co-operate with Us in relation to the supply of the Products and/or provision of the Connectivity Services which may include providing security access and access to Your Systems, data and configuration services;

3.5.2 ensure that the terms of the Project Scope (and any other forms which We require You to complete) are complete and accurate when the Project Scope is delivered to You and in any event before the commencement of the Connectivity Services or the dispatch of the Products;

- 3.5.3 provide Us and Our employees, agents and subcontractors with access to Your premises, office accommodation and other facilities as We may reasonably require in order to deliver the Products and provide the Connectivity Services;
 - 3.5.4 provide Us with such information and materials as We may reasonably require to supply the Products and/or the Connectivity Services, and ensure that such information is accurate in all material respects;
 - 3.5.5 grant to Us a royalty free, non exclusive, non transferrable licence to use Your software documentation processes, procedures and data but solely to the extent necessary for the provision of the Products and/or Connectivity Services;
 - 3.5.6 prepare Your premises for the delivery of the Products and supply of the Connectivity Services;
 - 3.5.7 ensure that all Your Equipment is in good working order and suitable for the purposes for which it is used in relation to the Connectivity Services;
- 3.6 Prior to installation of any Equipment You must take all necessary steps to back up and secure Your information and data. You must comply with all reasonable instructions notified to You relating to the preparation of Your Equipment and/or Your premises. We shall have no liability for any damage arising from Your failure to effectively carry out such preparations.
- 3.7 You agree that You will not use the Services in a way which would:
- 3.7.1 breach Our instructions to You from time to time relating to health and safety;
 - 3.7.2 compromise the security of any aspects of the Products or the Connectivity Services by accessing, storing, distributing or transmitting any viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; or
 - 3.7.3 lose (or cause Us to lose) or breach (or cause Us to breach) Our Authorisation.
- 3.8 If We are unable to perform any of Our obligations in respect of the Contract due to any act or omission by You then We shall have the right to suspend performance of the Connectivity Services until such time as the said issues are resolved to Our reasonable satisfaction.
- 3.9 You acknowledge that We have no control over, or responsibility for, any data and material being transmitted or uploaded and We do not purport to monitor such data and/or material.

Notwithstanding the foregoing, We reserve the right (at Our option) to suspend remote access to and withdraw access to the Connectivity Services where We have reason to believe that any data and/or material are or may be associated with any unauthorised act, or where We are required to do so by a court or administrative authority.

3.10 You grant to Us a non-exclusive, worldwide, royalty-free licence to use any Intellectual Property Rights and/or other proprietary rights belonging to You to the extent reasonably necessary for the purpose of Our performance of Our obligation under the Contract.

3.11 You acknowledge that the Connectivity Services are reliant on the accuracy of information provided to Us by You including, but not limited to, data volumes, concurrent calls and throughput provided.

4 CHARGES AND PAYMENT

4.1 The price of the Connectivity Services shall be set out in Our quotation or Order Confirmation. The provisions regarding charges set out in the General Terms and Conditions shall apply to these Additional Terms.

4.2 You will be responsible for all carrier costs and charges and for any construction costs levied by a third party. Where the third party seeks payment from Us for these costs and charges, You shall be obliged to pay to Us the amount which is demanded by the carrier or third party. We will use reasonable endeavours to notify You that such costs are incurred.

4.3 Unless otherwise agreed between the parties in writing:

4.3.1 in respect of fixed line services, We shall send an invoice to You quarterly in advance; and

4.3.2 in respect of variable Connectivity Services, We will raise invoices monthly in arrears.

5 TERM

5.1 Clause 7.1 of Part 3 in the General Terms and Conditions shall apply to the supply of Connectivity Services.

6 LIABILITY

6.1 Subject to clause 5.3 and 5.4 in Part 1 of the General Terms and Conditions, for each Contract Year Our total liability for all claims arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, in connection with the performance or contemplated performance of the Connectivity Services shall be limited to 125% of the Annualised Charges.



6.2 All of clause 5 of the General Terms and Conditions shall apply to the provision of the Connectivity Services except for clause 5.5.

7 INDEMNITIES

7.1 You shall indemnify Us against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) that We suffer or incur arising out of or in connection with Your use of the Connectivity Services.

PART 2 – SITECONNECT AND NETCONNECT

This part of these Additional Terms applies to all SiteConnect and NetConnect services that We sell to You. It applies in addition to all of the terms set out in Part 1 (above) and the General Terms and Conditions.

1 INSTALLATION OF SERVICE

- 1.1 If the Connectivity Service is cancelled or amended by You before the Activation Date You shall reimburse Us for any charges levied by the circuit or service supplier plus any other costs and time incurred by Us.
- 1.2 You shall reimburse Us for any charges levied on Us by the relevant telecommunications supplier if they are given access to Your premises as previously arranged and agreed with You and their site visit is aborted. You shall be entitled to see reasonable documentary evidence attesting to such incurred charges for aborted site visits by such supplier.
- 1.3 The provision of any circuit is conditional on a satisfactory survey and, where applicable, agreement of the Site Wayleave by the Site Owner, The circuit may be cancelled by Us without liability if the results of any Survey are in Our reasonable opinion unsatisfactory or the Site Wayleave is not agreed.
- 1.4 You must provide (at Your cost) appropriate space, power, ducting and environment to install and maintain the Products or Our Equipment at the premises. You must ensure that any necessary preparation is effected before the service is connected and in accordance with Our instructions (if any), including the provision of a reliable electricity supply.
- 1.5 ADSL & FTTC services require a BT WLR3 line for service delivery. We will not accept an order for these services if no such line is present. An order can be placed through Us for the requisite line. This will be subject to a separate charge.
- 1.6 The PSTN directory number is required to place an order for the ADSL & FTTC services and the line must to be installed at the service point before an order is placed. The line must be clear of any other broadband services for service delivery. This line must also be located within 2 metres of the required router location.
- 1.7 Line speeds for ADSL & FTTC services are constrained by the maximum WLR3 line speed subject to the availability of the same as set out in BT's advertised coverage of exchanges in the UK. It is sometimes not possible to know the actual speed available until the service is installed.
- 1.8 The provision of ADSL/FTTC & GEA connections is subject to conditions and dependencies. We reserve the right to revoke acceptance of any Order or Order variation, if for any reason a Connection cannot

be provided to Your premises having regard to any geographic, practical or technical issues arising, including with respect to Your premises or any local exchange. This may not be discovered until the last minute when the provider attempts to set-up the Connection.

1.9 Variations shall be subject to acceptance by Us which will not be unreasonably withheld, subject to Capacity and Access Constraints.

1.10 You agree that all static IP addresses are allocated to You on a rental only basis and will remain Our property at all times.

2 EQUIPMENT ON LOAN

2.1 Where a Project Scope states that We shall provide Our Equipment on loan as part of the Connectivity Services, We shall deliver Our Equipment to Your premises as soon as reasonably practicable after the Effective Date (unless agreed otherwise). Unless We agree otherwise in writing, You will be responsible for installation of Our Equipment.

2.2 Our Equipment remains Our property (or Our suppliers property) at all times. You do not acquire any rights to or in Our Equipment.

2.3 You shall at all times:

2.3.1 use Our Equipment only in connection with the Connectivity Services;

2.3.2 use Your reasonable endeavours to keep Our Equipment free from any loss or damage;

2.3.3 notify Us promptly of any malfunction, defect, loss or damage to Our Equipment, and return Our Equipment to Us promptly for repair or replacement at Our sole discretion;

2.3.4 not sell or loan Our Equipment to any person or create any charge, lien or other encumbrance over Our Equipment; and

2.3.5 insure Our Equipment against loss and damage with a reputable insurance firm to its full replacement value.

2.4 You shall allow Us and Our (or Our Provider's) employees or subcontractors access to Your premises at any time (during normal business hours) on reasonable notice to install (if We have agreed to do so), inspect, test, maintain or otherwise deal with Our Equipment.

2.5 If You fail to comply with Your obligations in this clause 2 or if You become subject to an event described in clause 11.2.2 of Part 1 in the General Terms and Conditions then We may at Our absolute discretion



recover Our Equipment from You and You grant Us permission to enter Your premises or any premises where Our Equipment are located in order to recover them.

3 CHARGES & PAYMENT

- 3.1 Following acceptance of an Order and/or signature of this contract, a survey will be carried out by the telecommunications provider. Should any excess construction charges be identified at this point, You will be notified of these charges and the Order for that particular circuit will be put on hold until You agree to meet these charges in full. If You do not agree to these charges within 14 days the order for that particular circuit will deemed to be cancelled.
- 3.2 You shall be obliged to pay for each circuit when that circuit is Live. This may mean paying for a primary or back-up circuit before the other circuit is live. This also applies to multi circuit solutions at different sites. Wherever possible, We will try to ensure that the Live date for each circuit in any multi circuit solution are as close together as possible.
- 3.3 We may increase or implement new charges in line with the tail circuit provider. Other increases (such as RPI) applied to Us by suppliers will also be passed on.

PART 3 – VOICECONNECT

This part of these Additional Terms applies to all VoiceConnect services that We sell to You. It applies in addition to all of the terms set out in Part 1 (above) and the General Terms and Conditions.

4 TELEPHONE NUMBERS

- 4.1 Where We allocate any telephone numbers or codes to You as part of the Connectivity Services, You acknowledge that You do not acquire any legal, equitable or other rights in relation to such numbers or codes.
- 4.2 We may, upon written notice to You, withdraw or change any numbers or codes where We are required to do so for any reason. We will not be liable to You for any loss or damage which You may suffer or for any costs or expenses which You may incur for any interruption to Your business as a result of such change.
- 4.3 You shall not sell or transfer or seek to sell or transfer any numbers or codes allocated by Us. You may port numbers to Us and may also port numbers to other carriers with whom We have porting agreements. There may be a cost for porting numbers which We will tell You about in advance of incurring such cost.
- 4.4 We shall be entitled to delete calling line identities which have not been used by a Connectivity Service in the previous 6 months by giving You 1 week's prior written notice.

5 ACCESS TO EMERGENCY SERVICES

- 5.1 The Connectivity Services support 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However the Connectivity Services are not a full public service and do not operate in the same way as PSTN fixed line 999/112 public emergency call services and connection to such services may not be possible in the event of a service outage caused by loss of Your connectivity to the internet for whatever reason. In such circumstances, You should use Your PSTN line to make the emergency call. Furthermore it may, on occasions, not be possible for emergency services personnel to identify the caller's location and telephone number so this information should be stated promptly and clearly by the caller when making such a call.
- 5.2 You agree to provide to Us or Our Provider full details of the end user's name and address (including post code) for each network termination point to enable Us (or Our Provider) to fulfil Our (or its) obligations under Ofcom regulations to pass such details on to BT.

- 5.3 IP Phones need their own power source to operate. In the event of a power failure it is Your responsibility to ensure You have the means to make emergency calls. We will not be liable for any loss or damage (financial or otherwise) where You fail to do so.

6 FIXED LINE SERVICES

- 6.1 We reserve the right to provide fixed line services to You by using Local Loop Unbundling or “LW” technology (“LLU”), in which case We may at any time on written notice to You transfer You to Our LLU service without affecting the scope or standard of the Connectivity Services.
- 6.2 On the day We transfer to You Our LLU Connectivity Services, You may experience a temporary loss of service for up to 24 hours. Afterwards You may also need to reset access numbers/or passwords and may no longer be able to access some telecommunications services which You purchased from other providers. You agree that neither of these issues shall constitute a breach of the Contract.

7 OUTBOUND SERVICE

- 7.1 All calls shall be routed over Our chosen network. Should any calls be routed over any other network with or without Your knowledge, other than during a service failure or network outage that We have notified You of, or for any other reason We may agree with You, then We reserve the right to bill You at Our standard tariff.
- 7.2 Where You use a call forwarding feature on any of Our Services, You agree and accept that such forwarded calls will be chargeable at the rate applicable on Your tariff at the time.

8 INBOUND SERVICE

- 8.1 We reserve the right to apply a monthly charge for each inbound number which does not carry any traffic for any period of 3 consecutive months. Where this charge has been applied and a number subsequently carries traffic in any month then this charge will not apply to the months where there is traffic.
- 8.2 If an inbound number is withdrawn by Ofcom or PhonepayPlus or any of Our suppliers for reasons beyond Our control, We reserve the right to recover the number(s) from You immediately. We will use Our reasonable endeavours to supply You with another number which is acceptable to You.

9 ALL SERVICES

- 9.1 All Services may be subject to Acceptable Use Policies and Fair Use Policies. Where any fair usage is exceeded, additional charges will apply.

9.2 You agree that some Service variants may be subject to availability and where an ordered Service is not available for any reason, We reserve the right to provide an alternative Service variant for which You may incur different charges. Where a Service variant is not available We will make best endeavours to advise You of this before progressing with Your Order.

9.3 Where You take a Service which includes call recording of inbound and/or outbound calls, You confirm that You have read Our Call Recording Legal Requirements Guidance document and acknowledge that the information should not be relied upon in isolation and hereby accept that it is Your responsibility, to obtain legal advice to ensure You are fully compliant before recording any calls. You further confirm that You will comply with all legal requirements when using any call recording product and agree that We shall have no liability for any costs or claims which may be incurred, as a result of any failure by You to comply with any legal requirements whether or not You were aware of the requirement.

9.4 Where You take a service which permits You to upload music files for a music on hold feature. You agree to obtain any necessary licences and consents as may be required and agree to indemnify Us from any direct or indirect claims where You fail to do so.

10 CALL TARIFF

10.1 You hereby acknowledge and agree that We have agreed to supply the Services to You at the agreed Tariff and charges on the basis that You have committed to the Initial Term. The tariff is set out in the quotation and provided on the supplied rate card.

10.2 Our call rates for outbound calls to UK non geographic numbers are charged according to the banding used by BT or Gamma. You hereby acknowledge and agree that there may be occasions where a call type moves from one band to another band or BT or Gamma change their charging structure and subsequently the charges for some of these call types may change, We will apply this change from the first of the month following the change and You acknowledge that We may not always be able to give You notice of such changes.

10.3 Where You take any bundled service You agree to pay for all chargeable items which are excluded from or exceed the allowance of the bundle.

10.4 Unless otherwise agreed with You in writing all call costs in Our Tariff are displayed in pence per minute. All billing is per second, call durations are measured up to the whole second and the call charges rounded up to a penny.

10.5 You accept there may be charges for elements of a Service (such as additional features, regrades, moves or ceases) that You may incur which may not be detailed in Your initial quote but You accept responsibility for these charges should they occur.

11 MISUSE OF SERVICE

11.1 You shall not (and will not permit anyone to) use the Services:

11.1.1 to make abusive, defamatory, obscene, offensive, indecent, menacing, disruptive, nuisance or hoax calls, emails or other communications or calls, emails or other communications in breach of privacy or any other rights;

11.1.2 to send, knowingly receive, upload, display, download, use or re-use material which is abusive, defamatory, obscene, offensive, indecent or menacing or in breach of copyright, privacy or any other rights;

11.1.3 to send and receive data in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins any Service or to adversely affect Our other customers;

11.1.4 for the carrying out of fraud, an unlawful activity or a criminal offence or in a way which does not comply with the terms of any legislation;

11.1.5 to obtain access, through whatever means, to restricted areas of the underlying network; or

11.1.6 in a way which (in Our reasonable opinion) brings Our name into disrepute, or which places Us in breach of Our legal or regulatory obligations,

11.2 If a claim is made against Us because the Services are misused in these ways, You shall (in addition to any other rights or remedies that We may have) indemnify Us in respect of any sums We are obliged to pay and/or costs, losses, damages or expenses that We incur.

12 LINE RENTALS

12.1 When We provide Your line rentals, We will route Your calls through Our network. No other service provider may route these calls or attempt to, and if they do We reserve the right to bar these calls.

13 EXISTING CONTRACTUAL OBLIGATIONS

13.1 It is Your responsibility to ensure that signing a contract with Us does not breach any existing contractual obligations You may have with any other suppliers and You should give any other suppliers notice as may be required by them. We are not responsible or liable for any costs, financial losses or disputes that may arise from any such breach of contract or Your failure to give the correct notice.

14 SIP FRAUD DETECTION

- 14.1 We will automatically apply Fraud Detection to all SIP endpoints. You may opt out of this service at any time by informing Us in writing.
- 14.2 The Fraud Detection service only applies where Your outbound calls are routed over Our network. If calls are routed over any other network for any reason, whether with or without Your or Our knowledge or permission, then these calls will not be protected by the service and You will remain liable for these calls regardless of the nature of the calls.
- 14.3 You agree, by not opting out of the Fraud Detection service, to Us barring Your end point should We see any unusual outbound call activity; however You accept and agree that We will not be liable for failing to bar Your line or end point should Our service fail to identify any unusual outbound call activity for any reason.
- 14.4 Where We bar Your end point You will not be liable for any further outbound call charges on that line until the bar has been removed. Once the bar has been removed You will be liable for all further outbound call charges. We will only waive charges for calls that breach the configured threshold where they can be shown to be fraudulent.
- 14.5 You will continue to be liable for all rental charges on any end point which We may bar whether the bar is removed or not.
- 14.6 Where a line or end point is barred as a result of the Fraud Detection service, We will only remove the bar on instruction from You. For the avoidance of doubt, We will accept instruction to remove the bar from any employee within Your company and You agree We are not liable for any direct or indirect losses, financial or otherwise, as a result of Our removal of the bar.

15 CHARGES & PAYMENT

- 15.1 You must pay the charges for the Connectivity Services according to the applicable Tariff(s). This applies whether You or someone else use the Connectivity Services and whether the Connectivity Services are used with Your full knowledge and consent or otherwise. (This means by way of example but not by way of limitation that You are liable to pay for all calls made as a result of “rogue diallers”, unbarred premium rate numbers and calls made by any third party gaining unauthorised access to Your telephony systems).
- 15.2 Our Quotation sets out whether installation costs are payable for the Connectivity Services We have agreed to supply to You. However, We may be unable (due to third party constraints) to tell You when You place, or We confirm, Your order for the Services how much these installation costs will be. If this is the case, We will give You an estimate of how much the installation costs will be prior to



commencement of the installation work, but there may be supplementary excess construction charges. You agree to pay all installation costs actually incurred. In the event of an installation being cancelled before being completed You agree to pay all of the installation costs actually incurred to the point of cancellation which will be notified to You at the time.

- 15.3 We will charge You for all calls that are routed over Our chosen network provider. Any calls that are routed by other means for any reason beyond Our control and for which You are invoiced by another provider will remain Your responsibility. It is Your responsibility to advise Us if You receive invoices from other providers for services You believe to be with Us and You should advise Us as soon as You receive these invoices. We shall not be liable for any loss or damages as a result of You being invoiced by other providers (including but not limited to any perceived loss of savings).