

# General Terms & Conditions

## 1. Definition

1.1. ACCOUNT: Means Southern Electronic Services Limited's (in further text "SES") records of personal details, outstanding charges payable by and payments received from clients.

1.2. ACCOUNT HOLDER: Means the Client.

1.3. ACTIVATION DATE: Means the date on which the Client successfully subscribes for prepaid & postpaid services provided by SES AND the terms "Activate" and "Activation" shall have corresponding meanings.

1.4. SES: Means Southern Electronic Services Limited a limited liability company incorporated in England & Wales No. 02065241 (hereinafter referred to as "SES" which expression shall where the context so admits include its successors and assigns).

1.5. CHARGES: Means all the fees cost charges and interests associated with subscription to and use of SES's prepaid & postpaid services.

1.6. CLIENT: Means a person or entity who successfully subscribes for SES's prepaid or postpaid services (herein defined) and executes a contract with SES accordingly. The term "Client" shall include the said subscriber's personal representatives / successors in title and assigns as well as persons who SES believes to be acting with the Client's authority as agents, servants or employees of the Client. The term "Account Holder" will have a corresponding meaning.

1.7. CONNECTION: Means the process through which a Client is given access to the SES prepaid or post-paid services through SES's network. The terms "Connected", "Disconnected" and "Reconnection" will have corresponding meanings.

1.8. CONTENT: Means audio, text, visual or other information software and materials availed by means of the network including all information supplied from time to time.

1.9. CONTRACT: Means the terms and conditions contained herein as read together with the Service Application Form and any variation witnessed in writing.

1.10. COVERED AREA: Means the Geographical area covered by the network and within which the Client can access the service or network as advised by SES.

1.11. DEPOSIT: Means such amount as SES may require a Client to pay in order to procure Connection or Reconnection to the network. Such amount may be refundable and shall be payable by the Client prior to Connection or Reconnection accordingly.

1.12. DUE DATE: Means the date by which SES may require that a Client settle outstanding Charges (herein defined).

1.13. INITIAL FEE: Means a fee to be paid to SES by the Client before the Client can have access to the network and related services, which amount may include a Subscription Fee (for a prescribed period), Deposit, Setup Fee and Connection Fee.

1.14. INTERNATIONAL CALLING FACILITY: Means a facility availed to a Client by SES or through SES's assistance as standard and at such

additional costs as may be advised by SES, which facility allows the client to make and receive phone calls to or from a foreign country.

1.15. **MINIMUM PERIOD:** Means a period of Twelve (12) calendar months computed from the date on which the Service is first provided to the Client or such other period as may be agreed between SES and the Client and witnessed in writing.

1.16. **MONTHLY BILLING DATE:** Means the day in each month on which the Client's invoice will be issued by SES after the Client procures Connection to the Services.

1.17. **NETWORK:** Means SES equipment or software and facilities that enable the client to have access to the Services.

1.18. **USERNAME:** Means an identification used by the Client person with access to SES network or service. Username is allotted to every Client to control access to the network and the term "PASSWORD" shall have a corresponding meaning.

1.19. **POINT OF SALE:** Means any shop or place where the client can make an offer for any of the Services.

1.20. **POSTPAID:** Means a credit facility availed by SES to a Client subject to the terms of this Contract the client pays for use of the network and the service at the end of the period of consumption set by SES.

1.21. **PREPAID:** Means a prepaid facility availed by SES to a Client subject to the terms of this Contract the client pays for use of the network and the service at the beginning of the period of consumption set by SES.

1.22. **PRICE LIST:** Means a list of charges for tariffs for Services as levied by SES, which Price List may be updated by SES from time to time and may include related explanations definitions notes and conditions.

1.23. **RIGHTS:** Means copyright trademark and other relevant proprietary and intellectual property rights relating to the content or contained in any software that is required and / or utilized by SES to operate the network and to provide the Services.

1.24. **SERVICES:** Means postpaid or Prepaid services supplied by SES or any other application or content providers by means of the network and the term "Service" includes all such value-added services, package deals and other optional services as may be availed by SES. Services are subject to the Terms and Conditions (as modified from time to time)

## **2. Commencement and Terms of the Contract**

2.1. This contract is for the Minimum Period as defined in Clause 1.15

2.2. Upon expiry of the Minimum Period the Contract shall be renewed automatically for further consecutive terms of Twelve (12) months each unless terminated or determined as herein provided.

2.3. By signing this contract the Client agrees to be bound to subscribe for the service for the Minimum period and settle the charges related to the Client's utilization of the Services as set out in this Contract as well as all monthly subscription fees payable in respect of the entire duration of the Minimum period.

## **3. Provision and Use of the Service**

3.1. Subject to the provisions of the Contract the Client is only entitled to the Services or such part thereof as are be availed by SES at the time the Client signs this Contract. The Client will be informed

by SES through the press or Points of Sale of various other components relating to review of the Services provided as and when they are availed by SES.

3.2. SES hereby reserves the right to vary the terms and conditions of this Contract at any time.

3.3. Subject to the provisions of this Contract SES will provide the Client with a service and take all reasonable steps to make the service available to the Client on such terms and date as shall be agreed.

3.4. The Client shall not be entitled or have a right to any specific phone number(s) and SES reserves the right to offer, withdraw and change such phone number(s) as may be allocated upon giving adequate notice to the Client.

3.5. The international calling facility shall be made available to the Client and shall be subject to such further or additional terms and conditions as SES may impose before availing any of the said facilities.

3.6. The service is not fault free and the quality and availability of the service may be affected by factors outside the control of SES including but not limited to local geographic and physical obstruction atmospheric conditions and other causes of radio interference as well as faults in other telecommunication networks to which the network is connected or dependent. The network and the service may also from time to time require upgrading, modification, maintenance or other works that may also result in the service or any part thereof becoming temporarily unavailable.

3.7. On activation, the CLIENT will be entitled to the quality of service generally provided by a competent IP Telecommunication service provider exercising reasonable skill and care.

3.8. SES may suspend services or any part thereof without giving the CLIENT notice if SES has good reason to believe that the CLIENT has not complied with one or more of the terms of the Contract.

3.9. SES will exercise all reasonable endeavours to maintain the content but the content may be incomplete, out of date or inaccurate and it is provided on an "as is" basis and the CLIENT hereby acknowledges that SES will not be liable for any action the client takes in reliance on the content.

3.10. SES may vary the content or the technical specification of the service from time to time and will advise the client accordingly without creating an obligation to do so.

3.11. The client is solely responsible for evaluating the accuracy and completeness of the content and the value and integrity thereof and accordingly SES will not be a party to or in any way responsible for any transaction concerning the content or defects therein.

3.12. The coverage maps issued by SES are estimated but not guaranteed of the availability of the service or coverage by the network which may vary from place to place due to Internet connectivity by 3rd Party Operators

3.13. SES shall only activate the CLIENT when it has received the initial fee in full and the client has complied with other requirements set out in this contract.

3.14. The Deposit shall be refundable to the CLIENT without interest and without deduction on termination of this Contract in accordance with the terms and conditions contained herein PROVIDED THAT all sums owing and payable to SES by the Client in respect of this Contract have been paid in full.

3.15. The Connection or Setup Fee shall be non-refundable once the client has been activated connected or reconnected.

3.16. SES hereby reserves the right at any time during the term of this contract to transfer the benefit of this Contract or the CLIENT'S account(s) to any other provider of similar services.

3.17. The rights relating to the software are the property of SES. The service supplied to the client under license by SES for the proper use with the services only. The CLIENT may not copy, change or re-engineer the software in any manner whatsoever. SES reserves the right at any time to the substitute or replace the Username & Password at no cost to the Client.

3.18. In the event of the loss of the Username & Password, SES shall at the CLIENT'S request and after verifying the CLIENT'S identity replace the Username & Password.

3.19. The Username & Password shall be automatically deactivated if the wrong Username & Password is entered five consecutive times.

3.20. If at any time before the monthly billing date the CLIENT'S consumption on any one or more of the client's account(s) nears exceeds the amount of the deposit paid in respect thereof SES shall be at liberty to notify the client and demand an interim payment to normalize the account(s) and if in any one month SES demands an interim payment more than twice on any accounts SES shall require the client to increase the deposit by paying such additional sum as SES may determine.

3.21. The value of the said deposit shall be the credit limit for the client in respect of one billing cycle. SES reserves the right to vary from time to time and at its sole discretion the credit terms set out herein.

3.22. SES shall not be liable to the client or any parties dealing with the client for any indirect or consequential loss or damage to them including without limitation any loss or damage arising from business interruption arising from the use of the service, the network or howsoever caused.

3.23. In the event that the client's account is suspended, SES shall charge such fees as it deems fit before the client can be reconnected.

3.24. The rights shall remain the property of the respective content providers, software, suppliers or SES as the case may be.

3.25. The client may in the event of any complaint or dispute with SES with regard to the service or network contact the customer care department of SES the telephone number which shall from time to time be provided.

#### **4. The Client's Obligations**

4.1. The Client agrees and covenants:

4.2. Not to assign or transfer the benefit of this contract to any person without the prior written consent of SES.

- 4.3. Not to re-sell the services or use or permit any person the service for fee.
- 4.4. That the client acknowledges that Username & Password and the rights therein shall always remain the inalienable and nontransferable property of SES.
- 4.5. That the client at all-time be responsible and accountable to SES for the correct use preservation and correct use of the Username & Password
- 4.6. That the CLIENT at all times remain responsible for confidentiality any information or data received or transmitted by the CLIENT using the network and the client agrees to notify SES immediately of any or any suspected unauthorized use of other Username & Password or the Services. The CLIENT acknowledges that SES shall not be liable any loss the CLIENT may incur as a result of the unauthorised use of the service without the Client's knowledge.
- 4.7. That in the event of loss or theft of the Username & Password the client shall notify SES using the designated telephone number requesting that the Username & Password be replaced.
- 4.8. That the CLIENT shall be fully liable and shall pay SES for all calls made using provided Username & Password whether or not the Username & Password has been stolen or lost and the client hereby undertakes to indemnify SES in full and hold it blameless for any liability fees costs charges or expenses it may suffer or incur by reason of any fraudulent use of the Username & Password or by reason of the Username & Password being stolen or lost.
- 4.9. The client shall in the event of loss of the Username & Password as aforesaid remain responsible and to accountable to SES for use of the Username & Password paying all the charges incurred on client's Account(s) up to and including the date on which the client Account(s) is suspended by SES as well as all subscription fees incurred during the period that the client account remains suspended.
- 4.10. To indemnify SES in full for all the charges that SES may incur or suffer by reason of re-activating the Service arising as a result of any fraudulent claim.
- 4.11. To ensure that at all times while is in force that the client's consumption on any or all of its accounts with SES shall not at all time exceed deposit for any one or all of them. The client confirms and warrants that the client has capacity to enter into this contract and to perform the client's obligations and herein set out and where this contract is signed a person other than the client that such person is duly authorised by the client as if it had been signed or executed by the client.
- 4.12. The client further warrants and confirms that information and particulars of the client given are true and the client shall notify SES immediately in writing of any change therein and the client also undertakes that during the continuation of this contract the client shall provide SES with information or documents required by SES from time to time.

4.13. The client confirms that the client's liability under the contract shall be joint and several in cases where the client is more than one person.

4.14. The client also confirms that they shall not use the services for any criminal or immoral purposes and shall be solely responsible for any consequences arising from such criminal or immoral use of the services or the network.

5. **SES's Obligations**

5.1. SES undertakes subject to the contract to provide the service to the CLIENT.

6. **Charges**

6.1. The charges for the service and any variations thereof shall be notified to the CLIENT by SES or at any Points of Sale.

6.2. SES reserves the right to vary any of the charges at any time during the term of this contract provided that such variations shall only affect future accounts.

6.3. The charges shall be subject to foreign currency fluctuations.

7. **Invoices**

7.1. SES shall send invoices to the CLIENT on the monthly billing date and each include

7.2. The subscription fees for the month payable in advance;

7.2.1. The fees for the actual Talk Time consumed by the CLIENT in using the service or the network in the period preceding the monthly billing date;

7.2.2. And where applicable setup, connection or re-connection fees and other charges arising in respect of this contract; and Value Added Tax and any other tax or statutory charge where applicable.

7.2.3. SES reserves the right to issue an interim invoice and to change the dates on which the invoices are sent to the CLIENT.

7.2.4. SES shall endeavour to ensure that all charges accrued on the CLIENT'S account are involved in the immediate billing cycle. However, where it is not possible to do so SES reserves the right to invoice for the accrued charges within a reasonable time and the CLIENT shall be liable to pay all charges so invoiced.

7.3. All SES invoices shall be sent to the CLIENT using the address indicated in the service application form and the CLIENT undertakes to notify SES direct in writing immediately the CLIENT changes the contact address.

7.4. The CLIENT shall pay the invoices raised by SES by the due date without any deductions or set off in the manner and at such places as SES may notify the Client in writing. Any overpayment shall be and remain credited to the Client's Account from the date on which

the amounts were received by SES. These amounts may be used to set off future invoices amounts.

7.5. The CLIENT shall inform SES of any disputed amount in writing within

7.6. Seven (7) days of the Due Date indicated on the invoice failing which the amount stated as due on the invoice shall be deemed to be correct and no dispute on the said amount will be entertained thereafter.

7.7. Subject to the provisions of this contract the CLIENT hereby agrees that in the event that the Client fails or defaults in paying the amount of any invoice by the due date the client shall pay an interest of 2.5% per month on such outstanding amount from the due date until payment in full whether after or before demand or judgment together with all collection costs and expenses (including legal fees) incurred by SES until the amount outstanding is paid in full.

7.8. The payment by the CLIENT of interest on late payments shall not be constituted as a waiver of SES right to suspend or terminate the Services as hereinafter provided.

## **8. Suspension**

8.1. SES shall be entitled to suspend the service or any part thereof on anyone or more or all of the CLIENTS Account on giving notice in the following cases.

8.2. If the CLIENT fails for any reason whatsoever to pay the full amount of any invoice in the manner required by SES by due date.

8.3. If the CLIENT'S system is found to be emitting signals that interfere with the quality of the service or the network.

8.4. If any information provided by the CLIENT on the application form is found by SES to be false or misleading.

8.5. If the CLIENT for any reason whatsoever fails or refuse to supply SES with any information or document required by SES for purpose of this contract whether before or after activation.

8.6. SES shall with regard to suspend services, restore the service without undue delay once full payment has been received from the CLIENT.

## **9. Termination**

9.1. Either party may terminate this contract at any time by giving Thirty (30) days' written notice to that effect PROVIDED THAT if the CLIENT terminates this Contract during the Minimum Period he / she / it shall be liable to pay the monthly subscription charges for the outstanding duration of the Minimum Period together with any charges outstanding against the Account AND such charges shall constitute a debt recoverable from the CLIENT until payment in full.

9.2. If this contract is terminated for any reason (other than the clause 10 herein) during the Minimum Period the Client shall be liable to pay to SES the following: –

9.3. All outstanding charges;

9.4. Any waived installation and license fees for the remaining number of months of the minimum period; and

9.5. All outstanding Value Added Tax statutory charge due and payable during the Minimum Period.

9.6. SES shall be entitled to terminate this contract and to Disconnect the service or any part thereof without notice of the following situations: –

9.6.1. If any of the charges outstanding on any one or more of the CLIENT'S Accounts are not paid to SES on the following Due Date;

9.7. If the CLIENT is in breach of the contract;

9.8. If SES receives written notice of the CLIENT's Death;

9.9. If the CLIENT is the subject of a bankruptcy order or becomes insolvent or makes any arrangement with or for the benefit of creditors or goes into either voluntary or compulsory liquidation or a receiver is appointed over its assets or if any judgment is made against the CLIENT and remains unsatisfied for a period exceeding thirty (30) days.

9.10. If SES has reasonable causes to believe that the service or the Network is being used in a way forbidden by the provision of this contract or unacceptable to SES or Ofcom or any other regulatory board even if the CLIENT does not know that the service Network is being used in such a way.

9.11. If SES has reasonable causes to believe that the CLIENT is using the service or Network for purposes or in a manner contrary to any provision of this contract, the Laws of the United Kingdom and/or for the purpose of undertaking annoying or offensive communication.

9.12. Upon termination of this contract SES shall de-activate the phone number allocated to the CLIENT and shall be at liberty to re-allocate such phone number to any other person.

## 10. **Force Majeure**

10.1. SES shall not be liable to the CLIENT in the event of any disruption of the service or the Network or any part thereof resulting for Force Majeure and SES may suspend the service or part thereof in such event.

10.2. Force Majeure for purposes of this contract means any situation or event that makes it impossible for SES to perform its obligations and includes but is not limited to any act of God such as lightning floods inundation earthquakes or prohibitive decisions made by the government or local authorities or civil conflicts and industrial strikes as well as any global or partial dysfunction of the network caused by a disrupted or suspension of the telecommunication facilities of SES or approved or authorized third parties on whom SES is dependent for provision of the Services.

10.3. If the service or any part thereof is suspended by reason of force Majeure for a period of Ninety (90) days or more the CLIENT shall be entitled to terminate this contract forthwith by written notice to that effect. In any such event the CLIENT shall not be liable to pay to SES the monthly subscription fees for the period connecting from the date the notice of termination is received by SES to the expiry of the contract.

## 11. **Modification**

11.1. The CLIENT may modify the Services within the limits set by SES: –

- 11.2. By applying in writing for an alternative post paid or prepaid service offered by SES; or
- 11.3. By requesting for additional value added services that are not part of the package that the CLIENT initially applied for.
- 11.4. All requests for modification shall be made to SES by the CLIENT in writing and SES reserves the right to refuse to effect any notification required by the CLIENT.
- 11.5. The CLIENT shall pay to SES all the charges raised by SES arising from such modification. The CLIENT shall be responsible for any modification made as a result of fraudulent request by a person other than the CLIENT and the CLIENT hereby agrees to hold SES blameless and indemnified in full for any costs charges loss or expense that SES may suffer or incur as a result of such fraud.
- 11.6. If the CLIENT wishes to transfer an account(s) to a third party for the purpose of access to SES services or network the CLIENT shall be obliged prior to such transfer being effected pay to SES: –
- 11.7. All outstanding charges; and
- 11.8. Any administration charges that may be communicated in relation to the transfer of account(s).
- 11.9. Any transfer by CLIENT or the account(s) to a third party shall be subject to acceptance of the third party by SES as a CLIENT.

**12. Governing Law and Severability**

- 12.1. This contract shall be governed in all respects in accordance with the Laws of England & Wales and a Court of competent jurisdiction in England & Wales shall determine every claim or dispute arising out of or in connection with this contract.
- 12.2. If any part of this Contract shall be found by a Court of competent jurisdiction not to be enforceable then this contract shall be construed as if the unenforceable part did not form part of the contract.

**13. Credit Referencing and Use of Information**

- 13.1. SES reserves the right to obtain without notice to the CLIENT information regarding the creditworthiness of the CLIENT from any credit reference organization.
- 13.2. SES reserves the right to exchange with any other person or to disclose to any credit reference organization information regarding the CLIENT'S compliance or non-compliance with the terms of the contract.
- 13.3. SES reserves the right to use the information as it is provided by the CLIENT, unless by express written instructions to the contrary, in a telephone Directory Enquiries service in printed or electronic format and in particular in connections with any legal, governmental or regulatory requirements imposed on SES.
- 13.4. SES also reserves the right to monitor the CLIENT'S use of the services for SES's business purposes such as quality control, training and preventing unauthorized use of SES's telecommunications operation.
- 13.5. The CLIENT may, on giving adequate prior notice, inspect his / her / its own account details.

# SPECIFIC TERMS & CONDITIONS

## TERMS & CONDITIONS FOR QUOTATIONS , SALES ORDERS & INVOICES

### Subscription Terms & Conditions

- Subscription is recurring as per the billing cycle & payable in advance
- Initial subscription invoice will include pro rata amount to align billing cycle to 1st day of the month and charges for the next billing cycle
- Subscription prices are subject to change
- Calls are billed per second. Call rates are per minute & listed on our website

### Setup Fees

- Managed System Setup Fee is waived.
- VoIP Gateway , IP Phone & 3rd Party SIP Trunk Setup Fee is mandatory.
- Setup Fees , Training Fees , Deposits , Supply of Equipment are one off charges.
- Customer bears all costs associated with provisioning of customer preferred 3rd party SIP trunks

### Contract Period & Terms

- 1 Year minimum contract term for all subscriptions which are renewed automatically unless customer issues a written notice not to extend the term.
- Invoices will be issued automatically as per the billing cycle for the minimum contract term or extended term.
- Invoices are payable within 7 days of issue date.
- Deposit is mandatory for managed services with monthly or quarterly billing cycles & refunded at the end of contract term unless the contract term is extended. VAT is not charged on Refundable Deposit.
- Software Licenses & Lease Rental Equipment Subscription remains property of SES at all times.
- Customer issues purchase order & payment upon acceptance of quotation or proforma invoice
- Contract can be terminated by customer upon paying balance of the outstanding term period
- Services are activated only after customer submission of duly completed service application form

### Support Terms & Conditions

- Managed Subscriptions have unlimited 8x5 Remote Support & 24/7 Email & Phone Support as per our support procedure listed on our website

- Support for unsupported gateways , 3rd Party SIP Trunks or IP phones is offered on as Per Ticket Per Issue basis. Customer agrees to our Per Ticket Per Issue Support procedure listed on our website

#### Equipment Supply

- Yealink IP Phones are optional, Phone system can work exclusively by using the free iOS / Android / Windows / Mac Softphones.
- Yealink IP Phones are PoE capable, Power Supply Units are optional & only required if customer does not have a PoE Switch or require Wi-Fi capable IP Phones.
- Warranty for equipment is one year after delivery
- Warranty is only valid if used under the conditions stipulated by the manufacturer.
- Damage caused by power surge & fluctuations are not covered by the warranty

#### Deployment

- This proposal assumes that Customer Network & Internet connectivity is operational and is the sole responsibility of the customer.
- SES is not responsible for incorrect configuration of Customer Network including firewall , routers, Wi-Fi, Mobile & Internet connectivity
- Solutions are deployed within 24 hours after receiving payment & customer completed phone system questionnaire form

#### Other Terms & Conditions

- The proposal excludes travel & accommodation for attending site for setup purposes if required by the CLIENT.

Acceptance of above terms

Signed on behalf of:

Position

Dated