

BRIDGE FIBRE LIMITED

SUPPLEMENTARY TERMS AND CONDITIONS

VOIP SERVICES

The terms and conditions set out in this supplement relate to the VOIP Services provided by Bridge Fibre Limited ("Bridge Fibre", "we" or "us") and are in addition to, and shall incorporate, Bridge Fibre's General Terms and Conditions, which (together with any applicable Service Level Agreement) shall form the contract between the Customer and Bridge Fibre ("the Agreement").

1 Definitions

Any capitalised terms shall be as defined in Bridge Fibre's General Terms and Conditions.

2 Your obligations regarding use of the VOIP Services

2.1 In order for us to provide the VOIP Services, you will need the following:

2.1.1 a suitably enabled business broadband connection;

2.1.2 a broadband voice telephone adapter and/or such other equipment notified to you by us in advance.

2.2 You undertake to use the VOIP Services strictly in accordance with:

2.2.1 this Agreement, the Acceptable Use Policy and such other conditions as may be set out from time to time on Bridge Fibre's website (and you must bring the same to the attention of your authorised users of the VOIP Services); and

2.2.2 in accordance with the relevant provisions of the Telecommunications Act 2003 (the "Act"), with any other applicable laws and regulations, any directions given by Ofcom or other competent authority.

3 Essential VOIP Services Information

3.1 You must maintain your broadband connection in order to use the VOIP Service.

3.2 EMERGENCY CALLS. The ability to make 999 or 112 emergency calls using the VOIP Services cannot be guaranteed. If the VOIP Services are fully operational, 999 or 112 public emergency call services can be accessed from within England, Wales, Scotland and Northern Ireland. However, you understand and acknowledge that there may be some limitations as set out in the following paragraphs.

3.3 When you use the VOIP Services outside of mainland England, Wales, Scotland and Northern Ireland, you may not be connected to the domestic emergency services upon dialling the appropriate emergency number.

3.4 If there is a power failure or broadband connection failure, you may not be able to make 999 or 112 emergency calls. Wherever possible alternative arrangements should be made and a primary telephone line maintained.

3.5 If we suspend the VOIP Services in accordance with the Agreement, you will not be able to make 999 or 112 emergency calls using the VOIP Services.

3.6 If the VOIP Services are to be used principally at a single, fixed location, you must register with us the address of the place where the VOIP Services will be used, in order to assist emergency services organisations. You should notify us of any change to your location information by emailing us at support@bridgefibre.co.uk. If you do not update us with changes, it may not be possible for emergency services organisations to identify your location and phone number when you dial 999 or 112.

3.7 Emergency operators and authorities may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the VOIP Service is not operational for any reason. Emergency operators and authorities may also not be able to hold your line open in the event you hang up.

3.8 MUSIC ON HOLD. The Music on Hold feature provides a continuous broadcast of music to callers in a queue or on call hold. If you require us to use any particular hold music in respect of the VOIP Services, you shall be responsible for procuring a licence to use the relevant music and shall indemnify us against any claim that such use of the music infringes any Intellectual Property Rights of any third party.

3.9 NUMBER PORTING. Where you request number porting on commencement of the VOIP Services, you are responsible for ensuring that any information that you provide to us in respect of your request is complete and correct. In the event that a number porting request is unsuccessful because you have provided us with incomplete or incorrect information, or due to any other action or omission by you, we reserve the right to charge you a £15 administration charge in respect of each rejected number porting attempt. If you require the number porting to take place by any particular date or if there are any dates when you do not want the number porting to occur, you are required to inform us of such requirements at the time of your initial request and we will take this into account in allocating a date for the number porting. If you wish to make a change to your allocated date, we reserve the right to charge you a £30 administration charge in respect of any such date change.

3.10 NUMBER EXPORTING. On termination of the VOIP Services, any request for number exporting shall be made in writing to us and granted at our discretion, subject to payment by you of any related charges and costs.

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4 Provisions specific to VOIP Services

- 4.1 The provision of VOIP Services by us is subject to the terms and conditions of the relevant TSP in force from time to time. Therefore, we may have to do some things that could affect the VOIP Services as follows:
- 4.1.1 If the telephone VOIP Services is interrupted we will ask the ultimate TSP to restore it as quickly as possible.
- 4.2 If requested we will arrange for your name, address and the telephone number(s) for the VOIP Services in the telephone book for your area and make your telephone number(s) available from directory enquiries VOIP Services. If you require a special entry in the telephone book you must let us know. Where we agree to a special entry you must pay an extra charge.
- 4.3 For your information we will process your billing data and information about your use of the VOIP Services for the purposes of providing the VOIP Services and for invoicing you in respect thereof.
- 4.4 We shall calculate charges by reference to all data recorded or logged by us and not by reference to data recorded or logged by you.

5 Fraudulent calls

- 5.1 You must not allow the advertisement of any telephone number(s) used for the VOIP Services in or on a telephone box without our prior written consent and you must make sure that this does not occur. The action that we can take if this happens is explained in clause 5. We will however give you written notice before taking any such action where reasonably practicable.
- 5.2 You shall be responsible for all usage and charges on all devices and features registered with Bridge Fibre. You will bear the risk of loss and assume all liability arising from any prohibited, unauthorised or fraudulent usage of the VOIP Services.
- 5.3 You will not be excused from paying for the VOIP Services or any portion thereof on the basis that fraudulent calls and any charges associated therewith comprised a corresponding portion of the VOIP Services. In the event that we discover fraudulent calls being made, you consent to us taking such actions as we deem reasonably necessary (including blocking access to particular calling numbers), without notice to you, to prevent such calls from taking place.
- 5.4 You acknowledge and agree that we are: (a) under no obligation to investigate the authenticity of calls charged to your account; (b) under no obligation to take action to prevent such calls from being made; and (c) not liable for any fraudulent calls processed by us and billed to your account.