



Customer Information

Company Name

Contact Name:

Address 1

Director's E-mail Address:

Address 2

E-mail Address for Billing

Post code

Company Registration No.:

OUR PACKAGE

Connectivity Services

Voice Channel

Connection

Qty

Business Internet



Auto Attendant

Qty: 1



Yealink W79P
Rugged

Qty:



System User Li-
censes

Qty:



Voicemail License

Qty: 1



OHM

Qty: 1



Onsite Installation

Qty: 1



Mobile Connect

Qty:



Call Recording

Qty: 1



Yealink T57

Qty:



Router

Qty:



Grandstream GVX

Qty:



Yealink T54

Qty:



Web Building

Qty:



Desktop Pcs

Qty:



Operating System

Qty:



Monitors

Qty:



Laptops

Qty:



Keyboard

Qty:



Mouse

Qty:



Bespoke CRM User License

Qty:



Qty:



OLD COSTS

Existing Call Charges	£
Existing Equipment Rental	£
Existing Service Charges	£
Other costs	£
Current Mobile Costs	£
Current Leaseline Costs	£
Total Cost	£

FUTURE COSTS

Estimated Call Charges	£
New System Rental	£
New Service Charges	£
Network Service Rebate for 18 Months	-£
Estimated Mobile Charges	£
Lease Line	£
Total Cost	£

I Understand that the above figures are representative of our current average expenditure and that I will be billed separately for the system rental by a 3rd party funder, lines and calls by Infinet Solutions Limited

Name

Company

Date

The Direct Debit Guarantee

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

- If there are any changes to the amount, date or frequency of Your Direct Debit the Owner will notify You within 5 working days in advance of Your account being debited or as otherwise agreed.
- If You request the Owner to collect a payment, confirmation of the amount and date will be given to You at the time of the request.
- If an error is made in the payment of Your Direct Debit by the Owner or your bank or building society, You are entitled to a full and immediate refund of the amount paid from Your bank or building society.
- If You receive a refund You are not entitled to, You must pay it back when the Owner asks You to.
- You can cancel a Direct Debit at any time by simply contacting Your bank or building society. Written confirmation may be required. Please also notify Us.

INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT

Please complete this form and send it to the Originator.



1. Name and full postal address of your Bank or Building Society Branch

To the Manager

Bank/Building Society

Address

Postcode

Service User Number (6 digits)

5. Reference (originator reference number)

6. Instruction to your Bank or Building Society:
Please pay the Originator Direct Debits from the account detailed in this instruction subject to the safeguards assured by The Direct Debit Guarantee. I understand that this Instruction may remain with the Originator and, if so, details will be passed electronically to my Bank/ Building Society

Signature(s)

2. Name(s) of Account Holder(s)

3. Branch Sort Code (from top right corner of the cheque)

<input type="text"/>					
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

4. Bank or Building Society Account Number

<input type="text"/>						
----------------------	----------------------	----------------------	----------------------	----------------------	----------------------	----------------------

Date :

Infinit Solutions limited MASTER SERVICE & SUPPORT AGREEMENT

Infinit Solutions limited in 2 The Southra, Dinas Powys, Wales, CF64 4DN, Registration Number 15457713

Company Details

Company Name	Contact Title	Contact First Name	Contact Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Job Title	E-mail address	Mobile Number	Telephone Number
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Billing Contact (only if different from above)

Contact Name	E-mail address
<input type="text"/>	<input type="text"/>

Company Information

Company Status	Company VAT Number	Company Register No.	Number of Employees
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address 1	Address 2		
<input type="text"/>	<input type="text"/>		
Post code	Town / City / Country		
<input type="text"/>	<input type="text"/>		

Customer Telephone Account Details

Telephone Number	Homeworker Postcode	Line Use/Type	No of Lines / Channels
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Monthly Service Charge (Per Line/SPI Trunk/Broadband)

Voice Channel	Business Internet	Tarrif	Local / National Geographic
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
		Call Bundle	Unlimited
		Calls To Major Mobiles	International / Non-Geo / Premium
		<input type="text"/>	<input type="text"/>
		Unlimited	Chargeable

Support Services - To be read in conjunction with the order Form

Hour of Support	Monday to Friday between 9 AM to 5 PM	All-Inclusive Support Month 13 Onwards	<input type="text"/>
Charging Options	12 Months support is included for warranty related faults and reprogramming request		£50 Per Month

E-Billing

Infinit Solutions limited operate an a paperless e-billing system. This means you will receive your bill via email, which will be sent to the nominated email address stated above

Declaration & Signature

<p>I hereby give permission for Infinit Solutions limited to manage my account for purpose of transferring/porting any new/current phone services to them. I can confirm that as a respective of the above named company, I am duly authorizing to enter into this agreement, and that I have read, understood and acknowledge, acceptance of terms and conditions.</p>			
Contract Period	<input type="text"/>	Signature	<input type="text"/>
Printed Name	<input type="text"/>		
Date	<input type="text"/>		

All pricing subject to VAT at prevailing rate.

Order Form

Company Name	Address	VAT Registration No	Company No
Infinet Solutions			
Company Name		Contact Name	
Address 1		Director's E-mail Address	
Address 2		E-mail Address For Billing	
Post code		Company Registration Number	

System Type (VOIP)		Configuration	
Voice Channel	Business Internet		
Special Conditions			
Cashback towards other requirements	£0	Cash back for existing subsidy	£0
Cash back for Mobile Savings	£0	Network services rebate 18 months	

I have read, understood and I acknowledge acceptance of the terms and conditions overleaf, a full version of which are available for viewing at <http://infinetsolutions.co.uk/terms-conditions-1> I understand that the installation is likely to occur over multiple stages, the rental agreement for equipment will be activated on receipt of signed confirmation of delivery at completion of initial stage

Name	Company
Position	Signature :
Date	:

Contract Summary

This contract summary provides the main features of this service as required by EU law (i). It helps to make a comparison between service offers complete information about the service is provided in other documents

Services	Equipment
Voice Channel	Business Internet

Remedy

Should your Broadband service not meet the expected speeds and Infinet Solutions limited are unable to resolve the issue within 30 days of being reported, you have the right to terminate the broadband service FOC. Calls to UK Local/National 01 & 02 numbers are free of Infinet Solutions limited fair usage policy. Calls to major UK Mobile Networks are free of charge (subject to Infinet Solutions limited fair usage policy).

Duration, renewal, and termination

Broadband is subject to a 24 month agreement, with the possibility to renew at best price upon each subsequent 24-month anniversary. Early termination of broadband,(for any other reason than stipulated in the above remedies), line rentals, or equipment rental during the minimum term, will result in an early termination charge that will be calculated based upon the monthly rental price multiplied by the number of months remaining within the agreement term.

Features for end-users with disabilities

- o The 999BSL (British Sign Language) app allows people who use BSL to communicate via video link with a BS interpreter within the Emergency Services call Centre BSL interpreter within the Emergency Services call centre
 - o Yealink is compatible with Hearing Induction Loop systems
- The customer is given a 6-month period from the contract signing date to claim any termination fees discussed at point of sale for resolving existing provider exit fees; any claims made beyond this time frame will be denied.

Customer Requirement Form

Infinet Solutions limited are committed to the very highest levels of customer care. This questionnaire is essential for our understanding of your needs and therefore satisfaction with our services

		Yes	No
1	We currently have a PDQ line that connects to a Bank or Post Office. Please state bank	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	We currently have a Redcare, or similar alarm system connected to a telephone line. x (If alarm works via the main system lines then a new stand alone line will be needed.) I understand that liaison with the alarm company is our responsibility. Please state the telephone number the alarm runs on	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	I understand that Infinet Solutions limited will apply a 18 month loyalty rebate of £ by monthly standing order, after 18 months the payment will automatically stop. The amount listed will be paid directly into your account given for network billing. Infinet Solutions limited withhold the right to suspend or cancel this credit should there be any arrears on agreements relating to the order	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	I understand that any "Special Conditions" agreed by Infinet solution's representative may not be considered valid by Infinet Solutions limited unless stated on the Order Form and clearly initialled by their representative.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5	I understand that the cash back for buyout charges may not pay the total bill & that I may have to add to it if its estimated from a third party provider	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6	I understand that if I do not take Infinet Solutions limited mobiles after my current contract ends Infinet Solutions limited cannot guarantee the savings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	We agree that the rentals due under the Rental Agreement (the "Rentals") have been calculated based on the full purchase price of the Equipment. We agree and accept that our obligation to pay the Rentals in full on their due dates without reduction, deduction, with holding, or offset whatsoever, shall apply notwithstanding any failure on the part of the Supplier or the Equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	We fully understand that Infinet Solutions limited will be, and will at all times remain, solely responsible for providing any Support or service provision in respect of the Equipment in a separate agreement which we may enter in with them. We are fully aware that if the Supplier stops providing warranty for any reason, we must fully comply with all the obligations under the Rental Agreement to keep the Equipment maintained.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9	We acknowledge that in entering into the above agreement you have agreed to rent not only new equipment being supplied by Infinet Solutions Limited, but also the settlement of an existing agreement, in the sum of £0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10	We understand that the settlement will be reflected in the rentals payable under this agreement	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	I understand that that payment will not start on this agreement until Infinet Solutions limited has received the COA	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12	I understand the following equipment rentals are to be settled as part of this agreement (monthly) the settlement process will be completed within 6-8 weeks of the 1st payment on this new agreement £0.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13	I confirm I have authorisation to sign on behalf of	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	I understand that voice recordings will be stored by Infinet Solutions limited free of charge for a period of 6 months, after which time a storage charge will apply for each additional 6 months storage, unless we have taken measures to download and store the recordings independently.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	I understand that by agreeing to opt out of Anti-Fraud Protection, I will now be liable for all costs caused by fraudulent activity from external and internal sources on my telephone lines/trunks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	Infinet Solutions limited Fair processing notice understand that Infinet Solutions limited acting as data controller can be contacted at support@infinitesolutions.co.uk All data is collected in person from the signatory for the purposes of your acquisition of assets with the aid of 3rd party finance and to confirm & process the contract you have voluntarily entered into, as per Article 6(1)(b) of GDPR. Where automated decision making may be used by ourselves or 3rd party financiers with whom we share your information for credit, fraud and anti-money laundering checks, pursuant to Article 22, (3) you will have the opportunity to contest any unfavourable credit decision and have that reviewed in person. The data will be held for the duration of the contract and then disposed of securely. As per GDPR you have new rights regarding how we deal with your data, including the right to rectification or erasure (under certain circumstances). You have the right to restrict our processing of your personal data & the right to a copy of your data should you wish. Full descriptions can be found on our websites, along with your rights to lodge a complaint with the ICO & your right to object to the use of automated decisions making.	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I declare that, to the best of my knowledge, the above statements are true.

Name

Position

Date :

Company

Signature :

.....

Agreement Confirmation & Summary

Client Information

Client Company Name: _____

Client Contact Name: _____

Date: _____

Confirmation Statements

The undersigned, acting with full authority on behalf of the Client Company, hereby acknowledges and agrees to the following terms and conditions of the agreement (the "Agreement") with Infinet Solutions Limited ("Infinet"). By placing their initials next to each statement, the undersigned confirms their full understanding and acceptance of the respective terms. All statements must be initialed to proceed.

1. I confirm that I have received, thoroughly reviewed, and fully comprehend all terms and conditions of the Agreement. (Initials: _____)
2. I acknowledge that I fully understand the products, services, and obligations outlined in the Agreement. (Initials: _____)
3. I understand that the Agreement includes equipment rental and a separate monthly service fee payable to Infinet. (Initials: _____)
4. I acknowledge that the Agreement constitutes a fixed-term commitment of either 60 or 84 months, which is non-cancellable for its entire duration, irrespective of usage. (Initials: _____)
5. I confirm that the equipment lease is independently arranged through a regulated third-party funder, and Infinet bears no responsibility for the lease terms or arrangements. (Initials: _____)
6. I understand that monthly loyalty credits provided by Infinet are discretionary incentives, applicable solely for the first 18 months, and do not affect my lease obligations. (Initials: _____)
7. I confirm that additional equipment supplied is intended for anticipated business expansion, and I expressly accept full responsibility for all associated charges, regardless of current utilization. (Initials: _____)
8. I declare that I have not been misled, coerced, or unduly influenced in any manner to enter into this Agreement. (Initials: _____)

9. I confirm that I have been afforded sufficient opportunity and time to seek independent legal and/or financial advice prior to executing this Agreement. (Initials: _____)
10. I acknowledge that certain equipment may be delivered in boxed or uninstalled condition, intended solely for future operational expansion at my discretion. (Initials: _____)
11. I confirm that Infinet receives no commission or additional financial incentives based on the quantity of equipment provided under the Agreement. (Initials: _____)
12. I acknowledge that all financial obligations, including total charges associated with the Agreement, have been clearly, transparently, and comprehensively disclosed to me. (Initials: _____)
13. I agree that providing affirmative confirmation to the broker's email constitutes final, irrevocable, and binding acceptance of the Agreement in its entirety. (Initials: _____)
14. I confirm that no verbal promises, assurances, or representations have been made outside the written terms of the Agreement. (Initials: _____)
15. I acknowledge that any early termination or modification of the Agreement is subject to Infinet's sole discretion and may result in financial penalties. (Initials: _____)

Authorization and Execution

I, the undersigned, certify that I am duly authorized to execute this Agreement on behalf of the Client Company, that all information provided herein is true and accurate, and that my execution of this document constitutes a legally binding commitment.

Signature: _____
Printed Name: _____
Position: _____
Date: _____

Infinit Solutions limited - CONDITIONS FOR THE ORDER OF EQUIPMENT

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these conditions:

Infinit Solutions: means the Infinit Solutions entity shown on the Order Form being a company registered in England and Wales and whose registered office is at 22 Wenlock Rd, London N1 7GU.

Infinit Solutions Group: in relation to the Supplier means Infinit Solutions limited, any company of which Infinit Solutions Group a Subsidiary (its holding company) and any other Subsidiaries of any such holding Company. Infinit Solutions Website:www.bwttwr-comms.co.uk.

Business Day: day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Credit Application Period: the period of 6 months from the date of the Order Form.

Equipment: the equipment agreed in the Order Form to be rented by You from Infinit Solutions or a Funder.

Funder: a third party finance provider willing to provide finance for the Equipment and enter into a Rental Agreement with You.

Order Form: the order form overleaf signed by You.

Privacy Policy: Infinit Solutions' privacy policy available on the Infinit Solutions Website.

Rental Agreement: means the agreement for the rental of the Equipment in the standard form produced by the Funder or Infinit Solutions as the case may be.

Services: the assistance to be provided by Infinit Solutions pursuant to condition 2.3 below together with all other services which Infinit Solutions deems is required in readiness for and to install the Equipment which shall include without limitation ordering of the Equipment and associated licences, order administration, the booking of engineers, installation and site surveys.

Services Fee: a fee payable to Infinit Solutions in respect of the provision of the Services calculated in accordance with condition 2.8 and payable in accordance with condition 2.2, 2.4, 2.7 or 2.9.

Start Date: means the commencement of the hire of the Equipment as such term is defined in the Rental Agreement;

User: has the meaning given in condition 2.13.1

1.2 User Data: means any data, information or content relating to a User which is obtained by Infinit Solutions, directly or indirectly, from your organisation or its Users through use of the Equipment.

You or Your: the person, firm or company who signs the Order Form order the Equipment. Clause and paragraph headings shall not affect the interpretation of these conditions and conditions.

2. THE CONDITIONS

2.1 By signing the Order Form You expressly agree to hire the Equipment in accordance with the conditions of the Rental Agreement, subject to the Funder and/or Infinit Solutions limited (as the case may be) approving Your application for finance within the Credit Application Period.

2.2 You will use your best endeavours to obtain third party finance from a Funder and to enter into a Rental Agreement as soon as possible after the date of this Order Form. You agree that you will be bound to enter into a Rental Agreement in the event any application for finance that you make is approved within the Credit Application Period and that if you obtain finance and fail to enter into the Rental Agreement you will be liable to pay the Services Fee.

2.3 Infinit Solutions shall use reasonable endeavours to assist you with Your application for third party finance from a Funder and in this respect Infinit Solutions will assist with the completion of all necessary application forms but shall have no liability to You if any application You make fails to secure the finance requested.

2.4 You will make available to Infinit Solutions or a Funder all information reasonably requested by either of them in support of Your application for finance for the Equipment and You will co-operate with Infinit Solutions in all respects to facilitate the said finance. If You fail to provide all necessary information within 28 days of the date of the Order Form Infinit Solutions shall have the right (but not the obligation) to terminate Your order for the Equipment and/or you will be liable to pay Infinit Solutions the Services Fee.

2.5 In the event Your application for third party finance with a Funder is unsuccessful within the Credit Application Period, Infinit Solutions Technologies may, in its sole discretion, provide finance for You and enter into a Rental Agreement with You directly, but shall be under no obligation to do so. If Infinit Solutions is agreeable to this, You agree that you will enter into the Rental Agreement accordingly.

2.6 Once You have entered into a Rental Agreement, you will be bound by the provisions of the Rental Agreement and consequently, You cannot cancel the rental of the Equipment unless otherwise permitted in accordance with the conditions of the Rental Agreement.

2.7 In the event Your application for third party finance with a Funder is unsuccessful within the Credit Application Period and Infinit Solutions is unable or unwilling to enter into a Rental Agreement with You, Infinit Solutions will notify you accordingly and this order for Equipment will be deemed cancelled without any liability on You or Infinit Solutions save that Infinit Solutions reserves the right to charge You the Services Fee in the event that your application to the Funder was unsuccessful as a consequence of Your noncooperation or Your failure to provide all reasonably requested information.

2.8 By signing the Order Form you expressly acknowledge and authorise Infinit Solutions to immediately commence the Services and to purchase the Equipment and associated licences, and you agree to use all reasonable endeavours to assist Infinit Solutions to enable the Services to be carried out (including without limitation providing access to any property reasonably required by Infinit Solutions and carrying out Your obligations under condition 2.4) notwithstanding they are carried out prior to the entry into a Rental Agreement. You also expressly acknowledge and agree that you will be liable for payment in respect of such Services in the event condition 2.2, 2.4 or 2.9 applies or Infinit Solutions exercises its rights under condition 2.7. The Service Fee is calculated as an amount equal to the costs incurred by Infinit Solutions:

2.8.1 in purchasing the Equipment and associated licences in respect of which Infinit Solutions determines it is unlikely to be able to re-sell; and

2.8.2 in carrying out the Services. The costs for such Services will be calculated by reference to the time incurred by Infinit Solutions employees or contractors in carrying out the Services multiplied by Infinit Solutions standard rates for such services in force at the relevant time. Infinit Solutions agrees that notwithstanding the above in no circumstances will you be liable for a cancellation fee which exceeds a sum equal to the aggregate of three

(3) quarterly rental payments that would have been charged had You entered into the Rental Agreement.

2.9 If, after signing the Order Form you fail for any reason to enter into a Rental Agreement (other than where Your application for finance was not successful and you complied with Your obligations hereunder in relation to the making of such application) you will be liable to the Services Fee.

2.10 Any cancellation of this order for Equipment by Infinit Solutions in accordance with its terms shall be without prejudice to any other services that You have ordered from Infinit Solutions which shall remain in full force and effect in accordance with the applicable conditions and conditions for that service. For example, if You have also ordered network services, those services will continue notwithstanding termination of this order and nothing in this order will operate to give Infinit Solutions or You any rights to terminate those services beyond what is contained in the conditions and conditions for those services which You have signed up to.

2.11 Title to the Equipment shall remain in the ownership of the Funder at all times, unless You have entered into a Rental Agreement with Infinit Solutions in respect of the Equipment, in which case title to the Equipment shall remain in the ownership of Infinit Solutions at all times.

2.12 By signing the Order Form you warrant and represent that you are a body corporate and not an individual for the purposes of the Consumer Credit Act 1974.

2.13.1 Your organisation ("User"), You undertake to communicate effectively to every User a copy (either electronically or otherwise) of the latest version of Infinit Solutions Privacy Policy. This Privacy Policy describes Infinit Solutions use of personal data and not your organisation's access and use of User personal data for its own purposes.

2.13.2 Your organisation ("User"), You undertake to communicate effectively to every User a copy (either electronically or otherwise) of the latest version of Infinit Solutions Privacy Policy. This Privacy Policy describes Infinit Solutions use of personal data and not your organisation's access and use of User personal data for its own purposes.

2.13.3 You undertake to put in place and to effectively bring to the attention of Users internal policies and documentation which provide clear, intelligible and easily accessible information about the following:

(a) our role and responsibilities as an independent data controller in relation to Users' personal data collected and/ or processed through the Equipment, including a description of the circumstances where you may access, use and disclose such personal data and for which purposes

(b) Clear rules about the circumstances in which Users are allowed to make private use of the Equipment (if any), including details around the extent and the types of private use that are allowed or forbidden.

(c) Clear information about the nature and the extent to which Users' use of the Equipment is monitored by You and the specific purposes behind such monitoring.

2.14 IP Licence. You grant Infinit Solutions a perpetual, irrevocable, royalty-free, transferable, sublicensable, nonexclusive, worldwide license to copy, distribute, modify, combine, compile, create any derivative works based on, publicly display, and otherwise use User Data for Infinit Solutions own commercial purposes, including but not limited to marketing conducting research and advertising. 2.15 You shall not, without the prior written consent of Infinit Solutions, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these conditions. 2.16 Infinit Solutions may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these conditions.

2.17 Notices

2.17.1 Any notice or other communication given to Infinit Solutions by You under or in connection with these conditions shall be in writing, addressed to its registered office or such other address as Infinit Solutions may have specified to you in writing in accordance with condition 2.17.2, and shall be delivered by recorded delivery.

2.17.2 Any notice or other communication given to You by Infinit Solutions shall be given by any of the following methods (at Infinit Solutions discretion):

(a) in writing, addressed to Your registered office (if You are a Company) or Your principal place of business (in any other case) or such other address as You may have specified to Infinit Solutions in writing in accordance with clause 2.17.1;

(b) by facsimile to the relevant fax number as You may have notified to Infinit Solutions;

(c) by email to the relevant email address as You may have notified to Infinit Solutions.

2.17.3 A notice or other communication shall be deemed to have been received if sent by pre paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier or recorded delivery on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email by Infinit Solutions, one Business Day after transmission.

2.17.4 The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

2.17.4 Subject to condition 2.17.1 and 2.17.2, both Infinit Solutions and You can sign notices or other communications via electronic signatures. You shall comply with any direct debit e-signature instructions provided to You by Infinit Solutions from time to time.

2.18 Severance

2.18.1 If any provision or part-provision of these conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of these conditions.

2.18.2 If any provision or part-provision of these conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

2.19 Waiver. A waiver of any right under these conditions or law is only effective if it is in writing (and in the case of Infinit Solutions signed by an officer of Infinit Solutions) and shall not be deemed to be a waiver of any subsequent breach or default.

No failure or delay by a party in exercising any right or remedy under these conditions or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

2.20 No partnership or agency. Nothing in these conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

2.21 Data Protection. You and Infinit Solutions will comply with each party's respective obligations under the General Data Protection Regulation 2016/679 (GDPR). Where one party transfers personal data (as defined in the GDPR) to another for processing, the receiving party will process that data only for the period of and to the extent necessary for the performance of these conditions; will take measures to keep it secure; and, where it transfers personal data outside the European Economic Area or to any subcontractor to ensure that it is adequately protected.

2.22 Applications for Finance and Credit Checks. By signing the Order Form you authorise Infinit Solutions to disclose any information or data concerning You (including any personal details) to finance companies (from whom You may be obtaining credit) and licensed credit reference agencies for the purpose of applications for finance and credit checks. Infinit Solutions, such finance companies and the credit reference agencies may retain such information or data and a record of the results of any credit check. You acknowledge that performing a credit check may affect Your credit rating.

2.23 Third parties. Infinit Solutions may exercise any of its rights or fulfil any of its obligations hereunder through any company in its Group. Other than a company in Infinit Solutions Group, a person who is not a party to these conditions shall not have any rights to enforce its conditions.

2.24 Variation. Except as set out in these conditions, no variation of these conditions, including the introduction of any additional conditions shall be effective unless it is agreed in writing and signed by Infinit Solutions. Notwithstanding this Infinit Solutions may change these conditions at any time. Infinit Solutions will publish details of such changes on-line on Infinit Solutions Website at least two weeks before the change is to take effect

2.25 Governing law. These conditions and any disputes or claims arising out of or in connection with them or their subject matter or formation are governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these conditions or its subject matter or formation.

MASTER SERVICE AGREEMENT - Incorporating Infinit Solutions limited Terms & Conditions, and Infinit Solutions limited Support & Software Licence Terms & Conditions

Full Terms and Conditions can be viewed on the Infinit Solutions limited website at <http://infinitolutions.co.uk/terms-conditions-1>

14.4 The Support Services, which are described in clauses 14 to 18 (inclusive) of these Terms, DO NOT include the support of any PSTN/Analogue element of the Service, which is provided by the Supplier via BT, the terms of which are set out in clause 1.

15. SUPPORT SERVICES

15.1 The Support Services shall further comprise:

15.1.1 a telephone helpline to provide first line fault support;

15.1.2 remote diagnosis and where possible, correction of faults using software management software;

15.1.3 second line onsite technical support;

15.1.4 upon receipt of a request from a Customer (which shall be made by telephone, email or via the Supplier's Website) the diagnosing by the Supplier of any fault reported in an item of Equipment; and

15.1.5 the Supplier using reasonable endeavours to carry out such repairs/replacement of parts or adjustment as the Supplier shall deem necessary to remedy the said fault.

15.2 Contact details for the Support Services are available on the Supplier's Website.

15.3 The standard Support Services are provided during Working Hours only. However if the Customer requires the provision of remote Support Services outside of Working Hours (which it shall request via the dedicated out of hours support telephone number on the Supplier's Website) such support may be provided by the Supplier at its option at its then standard rates (as varied from time to time) and subject to agreement with the Customer.

15.4 On-site support outside of Working Hours is not included in the standard Support Service. If additional on-site support is required outside of Working Hours it may be provided by the Supplier at its option at its then standard rates (as varied from time to time) and subject to agreement with the Customer.

15.5 The Supplier may from time to time provide Support Releases or updated versions of the Software.

15.6 Where a Non-Critical Fault is to be corrected in a forthcoming Support Release, then for a reasonable period before the issue of such Support Release, the Supplier may decline to provide assistance in respect of that Non-Critical Fault.

16. RESPONSE TIMES FOR SUPPORT SERVICES

16.1 Unless prevented by circumstances beyond the Supplier's control, the Supplier will use its reasonable endeavours to respond to the Customer's notification of a fault and commence remote work on fixing the same within:

16.1.1 8 Working Hours if the Equipment has failed completely; or

16.1.2 16 Working Hours if the Equipment has failed partially.

16.2 Response times shall commence from the date and time the Supplier receives a request from the Customer, provided the request is received within Working Hours (and if it is not, the request will be deemed to have been received when Working Hours commence at the start of the next Working Day).

17. EXCLUSIONS FROM SUPPORT SERVICE

17.1 The Supplier is not obliged to provide the Support Services where faults arise from the following (but it may do so at its option at then standard rates (as varied from time to time) and subject to agreement with the Customer):

(a) misuse, incorrect use of or damage to the Software, Services or Equipment from whatever cause (other than an act or omission by the Supplier), including failure or fluctuation of electrical power;

(b) failure to maintain the necessary environmental conditions for use of the Software, Services or Equipment;

(c) use of the Software in combination with any equipment or software not provided by the Supplier or approved by the Supplier or any fault in such equipment or software;

(d) relocation of the Software Services or Equipment by any person other than the Supplier or a person acting under the Supplier's instructions;

(e) any breach of the Customer's obligations under the Contract however arising or having the software maintained by a third party;

17.2 The Supplier is not obliged to provide the Support Services unless the Customer is using the most recent version of the Software.

17.3 The provision of the Support Services is subject to compliance by the Customer with the Fair Usage Policy. A failure on the part of the Customer to comply with the Fair Usage Policy may result in additional charges being levied by the Supplier as referred to in the Fair Usage Policy.

18. CHARGES FOR SUPPORT SERVICES

18.1 The charges for the Support Services are payable in advance at the intervals described in the Contract, unless PAYG options are exercised, in which case the Support Services will be invoiced within the following monthly invoice. In either event payment is due on presentation of an invoice by the Supplier and must be made by direct debit.

18.2 The provisions in clauses 4.2 to 4.4 (inclusive), 4.6 and 4.7 shall also apply to the charges for the Support Services for the avoidance of doubt.

18.3 The Supplier reserves the right to make a charge in accordance with its current rates if it is erroneously notified of an Equipment fault on more than two occasions in any calendar month.

19. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

19.1 References to liability in this condition 19 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

19.2 Neither party excludes or limits its liability to the other for:

19.2.1 death or personal injury resulting from its negligence;

19.2.2 fraud or fraudulent misrepresentation;

19.2.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

19.3 Subject to condition 19.2, the Supplier shall under no circumstances whatsoever be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

19.3.1 any indirect, special or consequential loss; or

19.3.2 any of the following categories of loss:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of opportunity, agreements or contracts;

(d) loss of or damage to goodwill;

(e) loss of or damage to data.

19.3.3 any claim made against the Customer by a third party that does not follow a breach of these Terms by the Supplier;

19.3.4 loss or damage to the Customer caused by or arising from any act or omission of the Customer, the network provider, any public telephone operator, any other direct or indirect supplier to the Customer, or any other third party;

19.3.5 the imposition of legal or regulatory restrictions which prevent the Supplier from supplying the Services (including Support Services) or any Additional Services (or any part thereof);

19.4 Subject to clauses 19.2 & 19.3, the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the lesser of:

19.4.1 the aggregate of all charges payable or paid by the Customer for the Services supplied (or to be supplied) in the 12 month period beginning on the Commencement Date or its anniversary in which the event giving rise to the claim occurs; or

19.4.2 £200,000.

19.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

19.6 This clause 19 shall survive termination of the Contract.

19.7 The Customer shall not sue the Supplier in respect of loss or damage to the Supplier's property or death of any of the Supplier's employees caused by the negligence or wilful misconduct of the Customer.

19.8 Subject to clauses 19.2 & 19.3, the Supplier shall under no circumstances whatsoever be liable to the Customer whether in contract, tort (including negligence), breach of statutory duty, or otherwise:

19.8.1 in respect of any defect arising from wilful damage, negligence (including improper storage), abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without the Supplier's approval;

19.8.2 if loss is suffered by the Customer because the Equipment fails to perform to its specifications and the failure is caused by fault in the service provided by the network provider;

19.8.3 in respect of any delay in the execution of any repair;

19.8.4 in respect of remedying defects in electricity or network supply to the Equipment, defects caused by failures or surges of electrical power, or failure of the Equipment due to changes in the electrical supply service or the public network.

19.9 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

19.10 Nothing in this clause 19 shall limit the Customer's payment obligations under the Contract.

19.11 The cap on the Supplier's liabilities shall be reduced by:

(a) payment of an uncapped liability; and

(b) amounts awarded by a court or arbitrator, using their procedural or statutory powers in respect of costs of proceedings or interest for late payment.

19.12 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

20. THE CUSTOMER'S OBLIGATIONS

20.1 The Customer agrees that it will:-

20.1.1 pay the Supplier all amounts due under the Contract at the due times;

20.1.2 ensure that the Equipment is not, without prior approval from the Supplier moved at any time from the address at which it was originally installed, or altered, adjusted or interfered with in any way except by the Supplier's servants or agents. Alterations include the reprogramming of the Equipment to change network providers for the purpose of least cost routing;

20.1.3 provide the Supplier with full access to the Equipment and Software during the hours of the agreed service level to enable Support Services to be carried out;

20.1.4 pay the Supplier's charges for reprogramming the Equipment required as a result of an error by any person other than the Supplier's servants or agents;

20.1.5 not alter or extend the Equipment without prior consent of the Supplier (an additional charge may, at the Supplier's sole discretion, be applied to repair/replacement of altered Equipment);

20.1.6 provide the Supplier with details of the installer of the Equipment, a copy of its Pre-Connection Inspection Certificate and access to all relevant site records.

21. ADDITIONAL EQUIPMENT

21.1 If at any time throughout the term of the Contract the Supplier agrees to provide the Customer with any additional equipment ("additional equipment") and/or services, then:

21.1.1 such additional equipment, Services and associated software will form part of the Equipment and Software for the purposes of this Contract; and

21.1.2 the service charge for the Support Services shall be increased by an amount equal to the agreed service charge for the Support Services as specified on the additional equipment purchase order in respect of the additional equipment such increase to be effective from the date on which the additional equipment is provided to the Customer.

22. FORCE MAJEURE

22.1 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of an event beyond the reasonable control of the Supplier, including but not limited to failures or surges of electricity or power supply to the Supplier's premises or other external disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, not civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of subcontractors (Force Majeure Event).

22.2 If the Force Majeure Event prevents the Supplier from providing any of the Services for more than 4 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the other party.

23. DATA PROTECTION

For the purpose of this clause 23:

Data Protection Laws means all applicable data protection and privacy legislation from time to time in force to which a party is subject, including the Data Protection Act 2018 and UK GDPR (as defined in the Data Protection Act 2018).

Personal Data, Personal Data Breach, Data Subject, Data Controller, Data Processor and processed shall be construed according to clause 23.1. The Customer and the Supplier will comply with their respective obligations under Data Protection Laws. This clause 23 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Data Protection Laws.

23.2 Except where clause 23.4 applies, the Supplier shall be the Data Controller for any Personal Data it receives pursuant to the Contract.

23.3 Further information about how the Supplier collects, shares, processes and protects Personal Data can be found in the Supplier's current Privacy Policy, which can be found on the Supplier's Website. Where the Customer provides the Supplier with Personal Data about any other individuals, it will provide them with details of the Supplier's current Privacy Policy.

23.4 In respect of Personal Data received by the Supplier which is contained within call recording made or stored on behalf of the Customer, the Supplier will be the Data Controller and the Supplier will be the Data Processor and the Customer will be the Data Processor, and the following provisions of this clause 23.4 will apply.

23.4.1 Without prejudice to the generality of clause 23 the Customer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to the Supplier for the duration and purposes detailed in the Contract.

23.4.2 Without prejudice to the generality of clause 23 the Supplier will, in relation to any Customer Personal Data processed by it under the Contract:

(a) Process that Customer Personal Data only on the written instruction of the Customer, unless the Supplier is required by applicable law to process Customer Personal Data otherwise than in accordance with the Customer's written instructions. Where the Supplier is relying on applicable law as the basis for processing Customer Personal Data, the Supplier will notify the Customer in writing before performing the processing unless the applicable law prohibits such notification on important grounds of public interest.

(b) Promptly inform the Customer if the Supplier believes any instruction given by the Customer is likely to infringe Data Protection Laws, and the Supplier will be entitled to suspend the relevant Services and/or Additional Services until the parties have agreed appropriate amended instructions which are not infringing.

(c) Ensure that it has in place appropriate technical and organizational measures to protect the Customer Personal Data against unauthorized or unlawful processing, loss, destruction or damage appropriate to the risk having regard to the state of technological development and the cost of implementing any measures.

(d) Ensure that all personnel who process Personal Customer Data are obliged to keep the Customer Personal Data confidential except where disclosure is required in accordance with applicable law.

(e) Notify the Customer without undue delay on becoming aware of a Personal Data Breach involving Customer Personal Data. If the Supplier is relying on applicable law as the basis for processing Customer Personal Data, the Supplier will inform the Customer in writing before performing the processing.

(f) Assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities.

(g) At the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination or expiry of the applicable Services and/or Additional Services unless required by applicable law to store the Customer Personal Data.

(h) On request provide to the Customer information to demonstrate its compliance with this clause 16 and allow for and/or consider reasonable audit requests (from a supervisor authority) subject to the Customer, giving the Supplier reasonable prior notice of such information requests or audits, keeping any information obtained or generated thereby strictly confidential (save for disclosure required by applicable law) and ensuring that such audit or inspection is undertaken during normal business hours and with minimal disruption to the Supplier's business.

23.4.3 The Customer hereby provides its prior, general authorisation for the Supplier to appoint processors to process the Customer Personal Data provided the Supplier ensures that the terms of such appoints comply with Data Protection laws and are consistent with this clause 23. The Supplier will inform the Customer of any intended changes concerning the addition or replacement of the processor(s) and, thereby, giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot accept the Supplier's revised appointment, the objection is due to an actual or likely breach of Data Protection Law, the Customer will indemnify the Supplier for any losses, damages, costs (including legal fees) and expenses suffered by the Supplier in accommodating the objection.

23.4.4 The Customer hereby provides its prior, general authorisation for the Supplier to transfer Customer Personal Data outside of the UK provided that the Supplier will ensure that all such transfers are effected in accordance with Data Protection Laws. For these purposes, the Customer will promptly comply with any reasonable request of the Supplier, including any request to enter into relevant standard data protection clauses.

23.4.5 Particulars of the processing:

(a) Purpose of processing: (the provision of call recording functionality and storage in accordance with the Contract).

(b) Nature of processing: (The collection, organisations, and hosting of call recordings).

(c) Duration of processing: (The duration of call recording collection and storage requested by the Customer under the Contract).

(d) Types of Personal Data: (Name, home addresses, email addresses, contact telephone numbers and any other Personal Data relevant to the provision of the call recording service).

(e) Categories of Data Subjects: (Personnel, customers, potential customer, suppliers and potential suppliers of the Customer and personnel of the Customer's customers, potential customers, suppliers and potential suppliers).

23.5 The Customer will indemnify the Supplier against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation paid to Data Subjects, demands and legal and other professional costs (in each case whether or not arising from any investigation by or imposed by, a supervisor authority) arising out of or in connection with any breach by the Customer of its obligations under this clause 23.

24. GENERAL

24.1 Assignment and other dealings.

24.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or delegate in any manner any or all of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party, or Group Company.

24.1.2 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

24.2 Notices

24.2.1 Any notice or other communication given to the Supplier by the Customer under or in connection with the Contract shall be in writing, addressed to its registered office or such other address as the Supplier may have specified to the Customer in writing in accordance with this clause 24.2, and shall be delivered by recorded delivery.

24.2.2 Any notice or other communication given to the Customer by the Supplier shall be given by any of the following methods (at the Supplier's discretion):

(a) in writing, addressed to the Customer's registered office (if it is a Company) or its principal place of business (in any other case) or such other address as the Customer may have specified to the Supplier in writing in accordance with this clause 24.2; or

(b) by email to the relevant email address as the Customer may have notified to the Supplier.

24.2.3 A notice or other communication shall be deemed to have been received if sent by pre paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; if delivered by commercial carrier or recorded delivery at the date and at the time that the courier's delivery receipt is signed; or, if sent by email by the Supplier, one working Day after transmission.

24.2.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

24.2.5 Subject to clause 24.2.1 and 24.2.2, both the Supplier and the Customer can sign notices or other communications via electronic signatures. The Customer shall comply with any direct debit e-signature instructions provided to it by the Supplier from time to time.

24.3 Severance

24.3.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed valid and enforceable to the extent that it is valid, legal and enforceable, and the remaining provisions of the Contract shall remain valid and enforceable.

24.3.2 If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing (and in the case of the Supplier signed by an officer of the Supplier) and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy, nor prevention or restriction of the exercise of that or any other right or remedy.

24.5 No partnership or joint venture. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, or constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

24.6 Third parties. The Supplier may exercise any of its rights or fulfil any of its obligations hereunder through any company in its Group. Other than a company in the Supplier's Group, a person who is not a party to the Contract shall not have any rights to enforce its terms.

24.7 Variation. The Supplier shall provide adequate notice not shorter than one month of any contractual modifications likely to be of material detriment to the Customer. The Customer may, following receipt of any such proposed modifications likely to be of material detriment, terminate or withdraw from the Contract without penalty upon written notice to the Supplier. These Terms may be varied by the Supplier if required to comply with any amended statute, regulation, or other applicable law. Subject only to the formal terms of this clause 24.7, no variation of the Contract shall be effective unless it is agreed in writing and signed by the Supplier.

24.8 Complaints

Customer complaints will be dealt with in accordance with the Supplier's complaints code of practice available on the Supplier's Website.

24.9 Confidentiality

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 24.9(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 24.9; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

24.10 Disputes. The Supplier will try to resolve any disputes with the Customer. However, if the parties cannot agree, and the Customer is a Microenterprise or Small Enterprise Customer, or a Not-For-Profit Customer, Customer may refer the dispute to the Supplier's nominated alternative dispute resolution (ADR) service. Details of the ADR service nominated by the Supplier and how to refer a dispute to them are set out on the Supplier's Website.

24.11 Entire Agreement. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

24.12 Governing law. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24.13 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract, or its subject matter, or formation (including non-contractual disputes or claims).

MASTER SERVICE AGREEMENT - Incorporating Infinit Solutions limited Terms & Conditions, and Infinit Solutions limited Support & Software Licence Terms & Conditions

Full Terms and Conditions can be viewed on the Infinit Solutions limited website at <http://infinitolutions.co.uk/terms-conditions-1>

1. DEFINITIONS

1.1 In these Terms:

Additional Services: means such additional services as are to be provided to the Customer by Infinit Solutions limited from time to time, such as Additional Call Recording Storage, Anti-Fraud Protection.

Commencement Date: means the commencement date of the Minimum Term, being the day upon which number porting completes for all relevant numbers (Port Date).

Contract: means the Master Service Agreement for the provision of the Services (including the Support Service) incorporating these Terms.

Customer: means the customer named in the Contract for whom the Supplier has agreed to provide the Services in accordance with these Terms.

Equipment: means the Equipment detailed in the Order Form and all internal cabling up to the network test termination point or other demarcation point.

Fair Usage Policy: means the Supplier's fair usage policy set out on the Supplier's Website.

Group: in relation to the Supplier, any company of it is a Subsidiary (its holding company) and any other Subsidiaries of any such holding company.

Intellectual Property Rights: means patents, utility models, rights to inventions, copyright and neighboring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off and the right to prevent unfair competition, designs, rights in drawings, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Introductory Offer: means any incentive, rebate or discount provided by Infinit Solutions Network Services as part of the sale.

Licence: means the Software licence granted under clause 12 of these Terms.

Licence Users: means the employees and agents of the Customer who use the Equipment and/or the Services

Minimum Term: means the minimum contract period applying to the Services as specified in the Master Service Agreement.

Microenterprise or Small Enterprise Customer: means a customer acting in the course of a business carried on by it, for whom not more than 1 individual works (whether as employees or volunteers or otherwise).

Non-Critical Fault: means any reproducible fault in the Software other than a fault which substantially hinders or prevents the Customer from using the Software for the full intended purpose of the Software.

Not-For-Profit Customer: means a Customer for whom no more than 10 individuals work (whether as employees or otherwise but excluding volunteers) and which, by virtue of its constitution or any enactment (a) is required (after payment of outgoings) to apply the whole of its income, and any capital which it expends, for charitable or public purposes; and (b) is prohibited from directly or indirectly distributing among its members any part of its assets (otherwise than for charitable or public purposes). Number Porting: is the process of moving a telephone number from one communications provider (CP) to another in order to provide the Service(s).

Order: the Contract issued by the Supplier to the Customer setting out the Services to be provided (including any Support Service), and the applicable charges.

Service: the telecommunications service detailed in these Terms and the Contract, and any documents attached to or referred to in these Terms, to be provided by the Customer, including as applicable, telephone lines, broadband, and or SIP services to route or carry calls, and or data traffic.

Software: means the Supplier's proprietary software, operating systems, features, and applications contained on the Equipment or in the cloud and used on the Equipment and in respect of the Services and all subsequent amendments and updates to, or new versions of, such Software as may be provided pursuant to these Terms.

Support Services: means the support services described in clauses 14 to 18 (inclusive) below.

Subsidiary: in relation to a company wherever incorporated (a holding company) means a "subsidiary" as defined in section 1159 of the Companies Act 2006 and any other company which is a subsidiary (as so defined) of a company which is itself a subsidiary of such a holding company.

Supplier: Infinit Solutions limited, being a company registered in England and Wales with company number 14605186 and whose registered address is 2 The Southra, Dinas Powys, Wales, CF64 4DN.

Supplier's Website: www.infinitolutions.co.uk Terms: means these terms and conditions.

Third Party Licence: means any open-source software licences relating to the Software, including the general public licence (if applicable), and any proprietary third-party software licences.

Working Day: means any day apart from Saturday, Sunday or any public holidays in England.

Working Hours: measure the hours between 9.00am and 5.00pm on any Working Day. Headings are for convenience only and do not affect interpretation.

2. SUPPLY OF THE SERVICE

2.1 These Terms shall apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Supplier cannot guarantee and does not warrant that the Service(s) will be free of interruptions or will be fault free, and the Supplier will not be held liable for any loss or damages should the Services be interrupted from time to time. The Customer accepts that there may also be degradation in the quality of the Services from time to time and subject always to clause 19.1 below, the Supplier will not be liable for any loss or damages should the quality of the Services provided be affected by such Matters.

2.3 During the Minimum Term, and any extended term thereafter, the Supplier may also supply Additional Services either as defined above, or as otherwise agreed between the Supplier and the Customer. Where Additional Services are agreed to be provided, references to Services in these Terms include such Additional Services.

2.4 Call Recording functionality is included as part of the Services and recordings are stored free of charge for 6 months. The Customer can alter the period for which call recordings are stored at any time using their call recording portal. Call storage exceeding the free 6-month allowance (Additional Call Recording Storage) will incur additional storage charges. Call recordings will be deleted after 6 months if additional storage is not requested and paid for.

2.5 The Customer shall be responsible for the cost of all calls made, and recorded by the Supplier as having been made, in respect of the Services provided. Save only to the extent expressly agreed pursuant to any Anti-Fraud Protection Additional Service, the Supplier may agree to provide, the Supplier shall not be held liable for any and all costs associated with the Customer's use of the Services, including any costs associated with the Customer's own equipment. The Customer agrees to take all reasonable steps to prevent any such fraudulent calls. These steps must include, but are not limited to, adopting any security measures notified to it by, or recommended by, the Supplier from time, and adopting all reasonable security measures within their telephone systems (including without limitation keeping any passwords robust and confidential). Non-compliance may result in exclusion of any Anti-Fraud Protection Additional Service offered by the Supplier. Notwithstanding the foregoing, the Supplier reserves, the right to take such actions as it deems reasonably necessary to prevent any fraudulent actions of which it may become aware, including without limitation by limiting access to international calls, to certain lines or to other telecommunications systems.

2.6 The Customer shall not engage in any fraudulent or improper use of the Services, or any use that would breach the Supplier's Fair Usage Policy or any applicable Ofcom terms, and the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer or any third party arising directly or indirectly from the Customer's breach of this clause 2.6.

2.7 Where the Services comprise a VoIP (Voice over Internet Protocol) telephony service:

2.7.1 The Customer should note that their ability to call emergency organisations (i.e. police, fire, ambulance or coastguard services) may cease if there is a power cut or power failure, or a failure of the internet connection on which the VoIP service relies;

2.7.2 where the VoIP telephony service is to be used principally at a single fixed location, the Customer is advised to register with the supplier the address of the place where the service is to be used prior to its activation, and update that address information if there is any change;

2.7.3 where the VoIP telephony service is to be accessed from multiple locations, the Customer is advised to register and update the location information associated with it, whenever accessing the VoIP telephony service from a new location.

2.7.4 The Suppliers HiHi VoIP system will only operate whilst the SIP numbers/SIP trunks provided pursuant to the Services are hosted on the Supplier's network. Should the SIP numbers/SIP trunks be moved to another telecoms provider at the Customer's request, the Supplier's HiHi VoIP system will no longer operate. However, in these circumstances the Customer will remain liable for the remainder of the equipment leasing term (which itself is a reflection of the separate leasing arrangement funding the provision of the equipment).

3. PRICE OF THE SERVICE

3.1 The price of the Services shall be the relevant price at the time the Service is in use as stated in the costs calculator provided by the Customer with the Order, and which may be signed by the Customer to indicate their agreement to it for as otherwise agreed, and calculated using the details recorded by the Supplier, but subject always to the remaining provisions of these Terms.

Terms. For the avoidance of doubt, continued use of the Services shall be deemed acceptance of the costs calculator provided to the Customer with the Order.

3.2 Additional Services will be charged at the Supplier's applicable rates as at the point of supply, which the Customer will be notified of in advance via a durable medium.

3.3 Any applicable value added tax, or other taxes or duties, are payable by the Customer in addition to the price of the Services payable under these Terms.

3.4 The Supplier reserves the right to increase the charges for the Services (including for the avoidance of doubt any Support Services) on an annual basis, subject to 1st April of each year in line with the percentage increase in Retail Prices Index in the preceding 12-month period for which figures have been made available by the Office for National Statistics (or since the last such price increase, if longer).

3.5 If the Customer is a Microenterprise or Small Enterprise Customer, or a Not-For-Profit Customer, the Customer may, following receipt of any proposed increase in the charges for the Services during the Minimum Term (other than any VAT or other tax increase), or where the price increase was set out in the original Order for the Services) terminate or withdraw from the Contract without penalty upon written notice to the Supplier.

4. TERMS OF PAYMENT

4.1 Billing for the Service(s) will commence from the first day of the month following the porting of the Service(s) and shall continue, unless terminated earlier in accordance with clause 7, for the Minimum Term.

4.2 The Supplier will invoice the Customer for sums due at monthly intervals.

4.3 Sums due will become payable in full on the date specified by the invoice. All payments must be made by direct debit.

4.4 Invoices will be sent to the Customer via email. A relevant email address must be provided for billing purposes.

4.5 The Customer may also view its invoices online at the Supplier's Website: <http://www.infinitolutions.co.uk/>

4.6 The Customer agrees to pay all charges for the Services whether the Service is used by the Customer or someone else, and upon receipt of the Supplier's invoice.

4.7 A late payment fee will be added to future invoices in the instance that a direct debit has failed/cancelled by the Customer.

4.8 Sums due and the Services be suspended due to non-payment a charge may be applied to reinstate the Services (details of charges can be found at <http://www.infinitolutions.co.uk/>)

4.9 If the Customer fails to make any payment due to the Supplier by the due date, then, without limiting the Supplier's other remedies, the Customer shall pay costs and interest on the overdue amount at the applicable Bank of England base rate from time to time under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

5. CUSTOMER OBLIGATIONS

5.1 The Customer will allow the Supplier, at its reasonable request, free and safe access to its premises and service connection points, and reasonable access to information and assistance from the Customers employees.

6. SWITCHING

6.1 If the Customer is a Microenterprise or Small Enterprise Customer, or a Not-For-Profit Customer, and a migration of Fixed-line Telecommunications Services and/or DSL Broadband Services takes place within Openreach or KCOM's Access Network, the Customer has a right to cancel the Contract at no cost (other than any charges in respect of the transfer that are passed to the Supplier by BT/Openreach or KCOM, and any surveyors' or other costs incurred in relation to the transfer at the Customer's request) from the point of sale to the completion of the Transfer Period (i.e. the period of 1 Working Days starting after the Working Day on which Openreach notify the Customer's previous provider that the order will be activated) or in the case of KCOM, which starts on the Working Day on which KCOM notify the Customer's previous provider that the order will be activated).

6.2 Subject to clause 6.1 above, in the event the Customer decides prior to the Connection Date that it does not wish to proceed with the connection, the Customer may cancel the Contract and the Supplier shall automatically continue at the end of the Minimum Term (such extension being the Extended Term), unless a party gives to the other party not less than 3 days' written notice at any time to terminate the Contract.

7.2 If the Customer is a Microenterprise or Small Enterprise Customer, or a Not-For-Profit Customer, the Minimum Term shall not be more than 24 months for the relevant Services.

7.3 This Contract may be terminated by the Supplier with immediate effect if:

(a) a payment due by the Customer under this Contract is overdue and remains overdue more than 14 days after notice by the Supplier requiring payment of the overdue amount.

(b) the Customer is in breach of any other provision of this Contract or any other contract that the Customer has in place with the Supplier, or any third-party funder of goods or services provided by the Supplier, and if the breach is capable of remedy does not remedy the breach within 14 days of the Supplier's notice of such breach;

(c) there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Taxes Act 2010) that has not been pre-agreed by the Supplier and the Customer;

(d) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being a sole trader or firm) becomes bankrupt or (being a limited company) goes into liquidation, or an encumbrancer, takes possession, or a receiver is appointed, of any of the property or assets of the Customer, or the Customer ceases, or threatens to cease to carry on business; or the Supplier reasonably apprehends that any of these events is about to occur in relation to the Customer and notifies the Customer accordingly.

7.4 On termination of the Contract for any reason:

7.4.1 The Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices plus applicable interest (calculated in accordance with clause 4.9) and, in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

7.4.2 if the Contract is terminated by either party at any point during which an Introductory Offer exists, or the direct debit mandate is cancelled for any reason, the Customer agrees to give up any further entitlement to the offer that they will no longer be entitled to receive, and the Supplier shall not be obliged to provide the offer;

7.4.3 the Customer shall immediately pay the charges in respect of the remainder of the Minimum Term. The charges will be calculated based upon an average of the last 3 full months' billing for the Services (but not for any Support Services element of the billing), multiplied by the number of months remaining within the Minimum Term, which the Customer agrees represents a genuine estimate of the loss suffered as a result of the breach or termination. Such amount shall never exceed an amount equal to the charges for the remainder of the Minimum Term;

7.4.4 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

7.4.5 any claim which expressly or by implication have effect after termination shall continue in full force and effect.

7.5 The Customer hereby agrees to repay in full, all termination charges paid by the Supplier to a previous supplier of telecommunications services to the Customer on behalf of the Customer should the Customer end this Contract at any time prior to the Minimum Term expiring.

7.6 If the Supplier provides Non-Geographic number services to the Customer providing inbound call revenues, the Supplier shall withdraw all inbound revenues payable to the Customer upon termination of this Agreement. The Supplier may in turn, levy a standard monthly rental for the Non-Geographic Number concerned.

7.7 The Customer does not own the number(s) provided to it, however this agreement is personal to the Customer. The Customer has no right to and shall not sell or agree to transfer the number(s) provided to it for use with the Services and the Customer shall not try to do so.

7.8 The Customer has the right to request to migrate numbers to another provider subject to its contractual obligations contained within this Contract being met, and also subject to it paying an administration charge of £99 per number that is to be migrated to another provider. The Supplier has certain obligations in respect of the switching process (whether or not that also includes telephone number migration, or "porting"), and compensation for the Customer may be available if those obligations are not met. See the Supplier's Website and/or the Ofcom website at www.ofcom.org.uk for details. 8. SUPENSION

8.1 The Services (which for the avoidance of doubt in this clause 8 include any Support Services) and any Additional Services may be suspended by the Supplier without notice and without prejudice to the Supplier's rights under clause 7 if any of the events set out at 7.2 occur.

8.2 If the Services and/or any Additional Services are suspended or limited, the Supplier will tell the Customer what needs to be done before they can be reinstated. However, the Customer must continue to pay all charges relating to the said Services whilst the Contract continues. The Customer acknowledges that if part of the Service or Additional Services are suspended or limited in accordance with this clause 8, this is likely to affect the availability of the remaining element of the Services and Additional Services and the Supplier shall have no liability in this respect.

9. ACCESS TO AND DEPANNING THE PREMISES

9.1 The Customer agrees to provide, at its expense, a suitable place and conditions for the Supplier's Equipment, and where required a continuous mains electricity supply and connection points.

9.2 The Customer agrees to keep in good working order and condition any equipment owned by Openreach and to pay for any repair or replacement needed if it is damaged, unless it is due to fair wear and tear, or is caused by Openreach or anyone acting on behalf of Openreach. 9.3 Terminal equipment may be supplied subject to a separate leasing agreement, which may set out any restrictions on the use of it.

10. MANAGING THE SERVICE-PSTN / ANALOGUE LINES

10.1 Support in respect of any PSTN / Analogue element of the Services will be provided via BT. If the Customer reports a fault in any PSTN/Analogue element of the Service, the default BT repair service levels applicable from time to time will apply (unless otherwise agreed in writing with the Supplier), details of which are set out on the Supplier's Website;

10.2 If the Customer reports a fault and the Supplier finds that there is none, or that the Customer has caused the fault, the Supplier will not be liable for any costs incurred by the Customer in investigating the reported fault.

10.3 In respect of the PSTN / Analogue element of the Service:

10.3.1 the Supplier's total liability (whether in contract, tort (including negligence) or otherwise) for any losses or costs caused to the Customer in respect of the support provided via BT shall be limited to the compensation actually received by the Supplier from BT in respect of such losses or costs.

11. CALL DIVERSION

11.1 If the Supplier diverts the Customer's calls to another terminating number at the Customer's request (UK Geographic or UK Mobile), the charges for the diverted Call will be borne by the Customer.

12. SOFTWARE LICENCE

12.1 The Supplier grants, subject to these Terms, to the Customer the non-exclusive, non-transferable right to use the Software on the Equipment for its business purposes.

12.2 The Software may be used only by Licensed Users, except as follows:

12.2.1 the Software may be used on any replacement for all or any part of the Equipment;

12.2.2 the Licence may, with the prior written consent of the Supplier, be extended to additional Licensed Users or in respect of additional Equipment, provided that any appropriate additional fee is paid to the Supplier before such use;

12.2.3 if the Equipment becomes inoperable for any reason, the Software may be temporarily used on backup equipment until the Equipment is repaired, and the Customer may use the Software for the purpose of testing whether any such backup equipment is inoperable for use while the Equipment is inoperable.

12.3 The Customer shall not copy or otherwise use the Software in any way which is incompatible with any Third-Party Licences that are disclosed to it and shall indemnify and hold the Supplier harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of such terms howsoever arising. The Supplier may treat the Customer's breach of any Third-Party Licence as a breach of this Contract.

12.4 The Customer shall not give access to the Software through any network of computers to users who are not employees or agents of the Customer.

12.5 The Supplier will use reasonable endeavours to enable the Customer to use the Software 24 hours a day 7 days a week except for planned and/or unscheduled support provided the Supplier has used reasonable endeavours to give the Customer at least six Working Hours' notice in advance of such support.

12.6 The Customer may not make adaptations or variations of the Software without the prior written consent of the Supplier or disassemble, decompile, reverse translate or in any other manner decode the Software, except as permitted by law. 13. OWNERSHIP

13.1 The Intellectual Property Rights in the Software (other than the Third-Party Software) are, and shall remain, the property of the Supplier, and the Supplier reserves the right to grant a licence to use the Software to any other party or parties. 13.2 The Software (and any related documentation) are proprietary to the Supplier (or the appropriate third-party rights owner/s) and the Customer acquires no rights in or to the Software or the said documentation other than those expressly granted by these Terms.

13.3 The Customer shall use reasonable endeavours to prevent any infringement of the Supplier's Intellectual Property Rights in the Software and shall promptly report to the Supplier any such infringement that comes to its attention. The Customer shall be responsible for and shall be liable for all use of the Software by its Licensed Users. Without prejudice to the foregoing obligations, the Customer shall:

13.3.1 ensure that each Licensed User, before starting to use the Software is made aware that the Software is proprietary to the Supplier and that it may only be used and copied in accordance with these Terms;

13.3.2 not permit third parties to have access to the Software without the prior written consent of the Supplier, who may require that such third party executes a written confidentiality agreement before giving access to the Software.

14. SUPPLY OF SUPPORT SERVICES

14.1 In consideration of the payment by the Customer of the applicable service charge, either monthly, or Pay As You Go (PAYG) as set out in the Order and in accordance with clause 18), the Supplier undertakes to provide the Support Services in accordance with these Terms.

14.2 The monthly Support Services will commence on the Commencement Date and shall continue, unless terminated by the customer by giving not less than 3 days' notice to the Supplier.

14.3 For the avoidance of doubt, expiry or termination of the Support Service shall not affect the continued provision of the remainder of the Services. However, termination of the Contract in accordance with its terms, shall also operate to terminate the Support Services.