



Please complete in capital letters with black ink, sign and send by email to: UK.Entry@acneuro.com
Or fax to: 020-77440097
Or send to: ACN European Services Ltd. - P.O. Box 427, Hounslow TW4 6DR, United Kingdom.



Telephone Service Agreement (TSA) - United Kingdom

PLEASE USE BLACK INK, WRITE IN CAPITALS AND WRITE CLEARLY WITHIN THE BOXES.

Name Representative:

Team ID:

Signature Representative:

UK-TSA-107

1. Customer Status

☐ New Customer

☐ Existing Customer

If you are an existing customer please enter your ACN account no:

If you are a current ACN Customer, your calling plan will remain the same as what you currently have unless you expressly request to change this in section 6 of this form.

2. Telephone numbers (complete either 2A or 2B)

2.A Analogue lines (include the area code)

1	
2	

2.B ISDN lines (include the area code)

Please always enter ALL numbers of your ISDN connection. It is not possible to preselect only parts of an ISDN connection.

1. Main number

Additional numbers:

2.a

2.b

3. Residential Customer

Address details must match the address on the BT invoice. (Make sure the post code field is completed as it appears on your BT invoice).

Date of Birth: DD/MM/YYYY:	Title:	First Name:	Initials:
Surname:	MANDATORY Email address:		
House Name:	Number:		
Street:			
Town:	City:		
Postcode:	Daytime Telephone No.:	National Insurance number:	MANDATORY

4. Business Customer

Address details must match the address on the BT invoice. (Make sure the post code field is completed as it appears on your BT invoice).

Company name:	Registration number:
Company contact:	MANDATORY Email address company contact:
House Name:	Number:
Street:	
Town:	City:
Postcode:	Contact person telephone no.:
	VAT Number: UK

5. Telephone Services

Existing services will NOT be transferred automatically. Please choose the services you want from the selection below

- ☐ Line Rental Analogue Residential¹ ☐ Line Rental Analogue Residential with Up Front Payment² ☐ Line Rental Analogue Business¹ ☐ Line Rental ISDN2 Standard¹
☐ CPS Only (No binding period) CPS Only will be the default selection for new customers if no other selection is made.

¹ Includes CPS and a binding period of 12 months.

² Includes CPS, the advance payment is non-refundable.

Additional Services (only available with Analogue Line Rental):

- ☐ Call Waiting ☐ Ring Back ☐ Caller Display ☐ Call Diversion ☐ Reminder Call ☐ Permanent Number Withhold ☐ Answer 1571 ☐ 3 Way Calling

Please refer to ACN price list for more information.

6. ACN Calling Plan

☐ ACN Select¹

☐ ACN Small Business Select⁴

- ☐ Select National^{2,3} ☐ Select Mobile^{2,3}
☐ Select International Zone 1^{2,3} ☐ Select International Zone 2^{2,3} ☐ Select International Zone 3^{2,3}

- ☐ ACN 1¹ ☐ ACN 2^{1,2} ☐ ACN 3^{1,2} ☐ ACN Business

¹ ACN Select, ACN 1, ACN 2 and ACN 3 are limited to residential customers only. ACN has an Acceptable Usage Policy and reserves the right to disconnect You if You misuse the ACN Service or to switch the user to another Calling Plan. Details on the Acceptable Usage Policy for these plans can be found on www.myacn.eu. ² Monthly Charge applies. See the Price List for details. ³ Available only with ACN Select and ACN Small Business Select. ⁴ ACN Small Business Select is limited to small businesses only.

7. Directory Listing Options

- ☐ Full Listing*
☐ Ex-Directory No Calls
☐ Directory Enquiry Listing Only
☐ No Listing

* If nothing else is selected, Full Listing will be selected by default. Directory listings will reflect the information as it is entered in Sections 3 or 4.

Customer Service:

020-360-85-050

www.myacn.eu

8. Authorisation

☐ **MANDATORY** By signing this Telephone Service Agreement ("Agreement"), I understand that I am entering into a legally binding contract with ACN European Services Ltd. ("ACN") for the provision of the selected ACN Services and ACN Equipment. I understand and agree to the provisions of this Agreement, the Standard Terms and Conditions, and the Price List. I acknowledge and agree that ACN has sole discretion to accept or reject this Agreement for any reason. I understand that the ACN Independent Representative who provided this Agreement to me does not bind ACN and that my relationship with ACN is governed solely by this Agreement, the Standard Terms and Conditions, the Additional DPS Terms and Conditions and the Price List. I release ACN from all liability for any statements, acts, or omissions of the Independent Representative. Independent Representative being defined as the person who introduced ACN Service to the Client.

☐ **MANDATORY** I authorise ACN and any other operators to take all actions necessary to activate the selected ACN Services and ACN Equipment. I direct my current local telephone provider to designate ACN as my preselected carrier for all local, national and international calls. I acknowledge that this authorisation will override any previous carrier selections that I have made. I acknowledge that it is up to me to cancel these options or forfeits with my local loop operator or previous alternative service provider(s) or operator. ACN will not be liable for any monies billed to me by the local loop operator for options I have not cancelled.

☐ **MANDATORY** I consent to the collection, maintenance, and processing of my personal data provided in this Agreement by ACN in connection with the supply of the selected ACN Services and the performance by ACN of its obligations under this Agreement. I understand that the use of my personal data is necessary for the performance of this Agreement and that my failure to provide such data or my withdrawal of this consent may prevent ACN from being able to provide the ACN Services. I understand that I may access and rectify my data. I expressly authorise ACN to transfer my personal data to other members of the ACN Group, ACN business partners, and other operators as necessary for ACN to provide the ACN Services or perform its duties under this Agreement. I understand and agree that such persons may be located within and outside the European Union, including the United States.

☐ **OPTIONAL** I consent to the processing of my personal data by ACN for the purpose of scientific or market research, commercial communications and direct marketing, and public opinion polls, and to ACN conveying my personal data to third parties for such purposes. I understand that I may withdraw my consent for the use of my personal data for these purposes.

☐ **MANDATORY** I agree to accept electronic invoicing (if available for my selected ACN Services). I understand that invoices will be available for viewing, downloading, and printing on www.myacn.eu.

I am aware of the fact that by signing this document I am entering into a legally binding Agreement.

I am an ACN Independent Representative ☐ Yes ☐ No

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Customer Signature

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Date [DD/MM/YYYY]



These Standard Terms and Conditions apply to the ACN Services described in Clause 2. Additional terms and conditions may apply to the provision of specific ACN Services.

Definitions

- For purposes of this Agreement, the words below are defined in the body of these Standard Terms and Conditions.
- (a) "Account means the telephone number(s) used for your purchase and usage of ACN Services and ACN Equipment.
- (b) "ACN", "us", or "we" means ACN European Services Ltd., having its registered office at 7 Albermarle Street, London W1S 4HQ, United Kingdom.
- (c) "ACN Equipment" means any telecommunications equipment sold directly to you by ACN pursuant to this Agreement. ACN Equipment includes the ACN Videophone, which permits video and audio calling; (ii) the ACN Digital Phone Service Phone Adaptor; and (iii) any other ACN-provided telecommunications device. Devices and equipment provided by a Customer or another telecommunications or utilities provider, such as computers, telephones, or the wiring in your home, are not ACN Equipment.
- (d) "ACN Service" means a telecommunications service or product offered to Customers by ACN.
- (e) "Agreement" means the Telephone Services Agreement ("TSA"), these Standard Terms and Conditions, and the Price List, each as currently in effect.
- (f) "Charges" mean all fees, charges, and surcharges for ACN Services and ACN Equipment as set out in the Price List.
- (g) "Customer" or "You" means a person who purchases or uses ACN Services or ACN Equipment.
- (h) "Customer Portal" means the ACN's Customer Services website located at www.mynacn.eu or other URL notified by us.
- (i) "Initial Term" has the meaning given in Clause 4.
- (j) "Premises" means the physical location at which we provide ACN Services to You.
- (k) "«Price List» means ACN's current price list, which is available on the Customer Portal or by contacting Customer Services.
- (l) "Service Start Date" has the meaning given in Clause 3.

ACN Services

2. ACN offers the following services:
- Carrier Pre-Selection (CPS). Carrier Pre-Selection allows You to direct that all or certain types of calls be carried by ACN automatically without the need to dial a special code. Your telephone line will continue to be provided and maintained by your current telephone provider unless you purchase Line Rental from ACN. All of the calling features that you receive from your current telephone provider may not be available from ACN.
- Line Rental (Subscription). If you purchase Line Rental from ACN, ACN will provide and maintain your telephone line and give you the facility to make and receive telephone calls. All of the calling features that you receive from your current telephone provider may not be available from ACN. We may choose to purchase other telecommunications services from other providers. If you purchase Line Rental from ACN, you must also purchase CPS. Line Rental is only available in areas where the access line is owned by BT.
- Digital Phone Service (DPS). DPS is a telecommunications service that allows You to make and receive video and voice calls via the Internet using the ACN Videophone or voice-only calls using the ACN Digital Phone Service Phone Adaptor. DPS requires a broadband Internet connection. If ACN does not offer broadband Internet service in your area, You must obtain it from another provider.

Start and Term of this Agreement

3. This Agreement begins on the earliest of the following dates: (a) the date ACN accepts your Agreement, (b) the date we supply ACN Services to you or (c) the delivery date of ACN Equipment. You may terminate this Agreement at any time after the Initial Term begins the supply of ACN Services to you or the date you receive a letter from ACN confirming the supply of ACN Services. If you purchase more than one ACN Service, they may have different Service Start Dates.
4. This Agreement will continue for an initial period of twelve (12) months from the Service Start Date (the "Initial Term") for each ACN Service that you purchase. At the end of the Initial Term, this Agreement will become an indefinite agreement until terminated by ACN or You.

Your Obligations to ACN

Provision of ACN Services and ACN Equipment

5. You authorise ACN and any ACN business partner to take all reasonable steps necessary to supply the ACN Services or ACN Equipment to you.
6. You agree to follow the instructions that ACN gives you regarding the provision and installation of ACN Services and ACN Equipment. You agree to allow ACN and ACN business partners to access the Premises if necessary to install or repair ACN Equipment. If ACN has to access (land outside of the Premises, you agree that you have already obtained the necessary permissions from third parties to allow such access.
7. You agree to take care of your ACN Equipment. If your ACN Equipment is damaged as a result of your actions, You will have to pay to have it repaired or replaced.
8. You acknowledge that ACN does not own or control any telecommunications equipment, wiring, or ducts and conduits located on the Premises. You confirm that equipment provided by You or other telecommunications providers is in good working order and complies with applicable technical standards. ACN is not liable if we are unable to provide any ACN Service to you or for reduced service quality resulting from equipment provided by You or third parties.
9. You agree that ACN may conduct a credit check on you through a credit reference agency. ACN may limit your usage of ACN Services or require a security deposit.

Use of ACN Services and ACN Equipment

10. ACN Services and ACN Equipment are intended for personal use. ACN makes no representation that the ACN Services and ACN Equipment are intended for business purposes. You agree that ACN Services or ACN Equipment for business purposes. You acknowledge that they may not meet your needs. ACN is not responsible for any losses if you use ACN Services or ACN Equipment for business purposes.
11. You are responsible for ensuring that only persons you authorise use your ACN Services or ACN Equipment. You must notify ACN if your ACN Services or ACN Equipment are being used in an unauthorised or fraudulent manner or if your ACN Equipment is stolen. You are responsible for all usage of ACN Services unless you provide such notice.
12. You may not resell or use ACN Services or ACN Equipment on a commercial basis, including for teleshops, operator activities, telemarketing organizations, prepaid card providers, and call centre operations.
13. Your use of ACN Services and ACN Equipment must comply with our Acceptable Use Policy. You must not use ACN Services

or ACN Equipment (a) for the transmission of material that is defamatory, offensive, abusive, obscene, or menacing; (b) for any improper, immoral, fraudulent, or unlawful purpose; (c) in a manner that infringes the rights of any other person; (d) to make offensive, indecent, menacing, nuisance or hoax calls; or (e) in a manner that could damage or corrupt ACN Services or ACN Equipment.

14. If you purchase Line Rental, You agree not to connect any equipment that could harm the telecommunications network. You also agree not to connect equipment to the network other than by using a main telephone socket provided by British Telecommunications plc without ACN's consent.
15. If we provide you a telephone number, you agree You do not own the number and may not sell or transfer it to any other person, except that you may transfer the number to another telecommunications provider as permitted by law.

ACN's Obligations

16. ACN seeks to supply ACN Services and ACN Equipment within thirty (30) business days of the date we accept your offer to purchase ACN Services. For DPS only, ACN will provide DPS within 30 days from the date of the receipt by the customer of ACN Equipment. In the event that we may not meet this target, ACN will contact You as soon as possible to notify You of the invoice for the supply of service. You will be liable for the service from your current telephone provider until your ACN Services are connected.
17. ACN will use reasonable care to provide continuous, high-quality service to You. However, events beyond our control, such as network failures, connection issues, other telecommunications providers, power outages, severe weather, governmental or labour actions, and acts of God, may prevent us from providing ACN Services or affect service quality. These are referred to as "FORCE MAJEURE EVENTS". In these cases, ACN is not liable for any failure or defect and You remain responsible for payment for your ACN Services.
18. You can obtain current information on all ACN Services and ACN Equipment, including Charges and terms and conditions of service, on the Customer Portal or by contacting Customer Services.

Charges and Payment

19. You agree to pay all Charges for the ACN Services and ACN Equipment whether You or someone else uses your ACN Services or ACN Equipment. You are responsible for unauthorised and fraudulent use unless you give notice to ACN in writing under Clause 11. You are responsible for all special premium, and international numbers even if you have requested that calls to those numbers be blocked.
20. ACN will invoice You for the Charges in accordance with the Price List. All Charges include VAT. We normally bill monthly in arrears for recurring charges, such as monthly subscription fees, and in arrears for usage-based Charges, like calling. Usage-based Charges will usually appear on your next invoice, but they may appear on a later invoice to the extent permitted by law. We may issue corrected invoices for prior months. We may bill you more often than monthly if, for example, your usage is higher than normal.
21. Depending on the ACN Services you purchase, ACN will send you a paper or electronic invoice. Paper invoices are sent to the Premises unless we agree to send them to a different address. For electronic invoices, ACN will send an email to the email address that You provide to ACN advising You that your invoice is available on the Customer Portal and including a hyperlink to the invoice. You may have to pay a Charge (as set forth in the Price List) if you choose to receive paper invoices or if you request a copy of an invoice.
22. You must advise us if your billing or email address changes. You can change your information using the Customer Portal or by contacting Customer Services. You are responsible for invoices sent to your prior billing or email address if you do not tell us of a change. ACN is not responsible if an invoice or email is not delivered for reasons outside our control.
23. You can request standard or itemized invoices. Standard invoices summarize your telephone or internet invoices providing details of the telephone numbers that you call and may mask the last 4 digits. You may have to pay a Charge (as set forth in the Price List) if you choose to receive itemized invoices.
24. You can choose how you will pay your invoices by using the Customer Portal or contacting Customer Services. Available payment methods may vary depending on the ACN Service or ACN Equipment that you purchase. If you have chosen to pay by credit or debit card or direct debit, your payment method will be indicated on your invoices. Some payment methods are subject to an administrative Charge (as set forth in the Price List).
25. You may receive a discount if you pay via direct debit. If you pay ACN by credit or debit card or direct debit, You must authorise ACN to automatically charge your credit or debit card or debit transfer bank account for the Charges due. The Charges will be charged to your credit card or debited from your bank account on the due date. You will be subject to a Charge (as set forth in the Price List) if your payment is rejected or cancelled. ACN will also recover from You any costs, fees, or expenses we incur as a result of a failed payment.
26. You agree to pay all Charges by the due date indicated on the invoice. If a due date is not indicated, payment is due twenty-one (21) days after the invoice date. If you pay after the due date, you will be subject to a Charge (as set forth in the Price List) to compensate ACN for your breach of this Agreement. Alternatively, ACN may charge You interest on any overdue amount at the maximum rate permitted by law. ACN will also recover from you any costs, fees, and expenses we incur to recover unpaid or past due Charges, including fees of debt collection agencies, filing and court costs, and attorneys' fees.
27. You are responsible for any Charges for technical assistance for equipment not provided by ACN, including Charges for labour, materials, and visits from ACN or third-party personnel. You may be subject to a Charge if you cancel or miss a scheduled technician visit or the technician is unable to access your premises. Charges for the third-party technical assistance are set by the third-party and are charged to you at ACN's cost.
28. You agree to reimburse ACN in respect of all losses, damages, liabilities, costs, and expenses that ACN may incur if you breach your obligations under this Agreement.
29. If you believe that any Charges are incorrect, you may dispute them in writing by contacting Customer Services. You must pay any Charges that are not disputed. We will not suspend or terminate your ACN Services while we investigate a bona fide dispute.
30. If you are entitled to a refund of any Charges, the refund will be used to pay any outstanding Charges and then will be credited to your Account. You are no longer a Customer. ACN will transfer any refund to your designated bank account.

Suspension and Termination for Non-Payment

31. If you do not pay your invoice by the due date, ACN will contact You by post, email, or telephone to remind you of your obligation to pay. If you fail to pay the invoice by the deadline stated in the reminder, ACN may suspend your ACN Service. If you fail to pay the invoice by the date stated in a second reminder ACN may immediately

terminate this Agreement.

32. ACN shall have no liability for any losses or damages resulting from any suspension or termination pursuant to Clause 31.

Collection and Use of Personal Data

33. ACN collects, maintains, and processes personal data, such as your name, address, and date of birth, from You ("Personal Data") within the scope of the Data Protection Act 1998 ("Data Protection Act") by electronic and non-electronic means in connection with our performance under this Agreement, compliance with our legal obligations, and other purposes permitted by law, including (a) the supply of ACN Services and ACN Equipment to You; (b) performance by our obligations and exercise our rights under this Agreement; (c) fulfillment of our obligations to ACN Independent Representatives; (d) legal, financial, accounting, and administrative functions; and (e) protection of ACN's intellectual and contractual rights. You acknowledge that the provision of your Personal Data for these purposes is essential for ACN's performance of this Agreement. Your failure to provide your Personal Data and to keep it current or your withdrawal of consent to use your Personal Data shall prevent ACN from providing ACN Services to You. Except as set forth in this Clause 33 or as required by law, your Personal Data shall be kept confidential.
34. You consent to the use of your Personal Data for advertising, marketing, and consulting of other products and services to You by ACN and third parties and You agree to receive advertising by post, email, or other media. This consent can be withdrawn at any time by contacting Customer Services.
35. ACN may disclose your name, address, and telephone number to telephone directory publishers and providers of directory enquiry services unless You ask us not to disclose this information. If required by law, we may disclose this information even if you ask us not to do so.
36. You agree that ACN may monitor, record, and archive telephone service and written communication including email between You and ACN for training, service quality, marketing, and legal and regulatory purposes.
37. You consent to the disclosure of your Personal Data to (a) ACN Europe B.V. and other affiliates of ACN; (b) their respective employees, external consultants, advisers, and Independent Representatives; (c) ACN business partners; and (d) other third parties as permitted by law. You acknowledge that some recipients may be located in countries outside the European Union, including the United States, which do not provide adequate data protection under the Data Protection Act.
38. You agree that ACN may disclose your Personal Data, Your Account history to credit reference agencies. This information will be maintained by the agencies and may be used by the agencies and third parties to assess your creditworthiness and for other purposes.
39. You agree that your telephone number may be displayed to people that you call. If you purchase Line Rental or DPS from ACN, you may advise ACN if you do not want your telephone number displayed. ACN will use reasonable efforts to comply with your request. ACN may always disclose your name, address, and telephone number to emergency services agencies or as required by law.
40. You may review, correct, and delete your Personal Data by logging in to your account on the Customer Services. You agree to update your Personal Data should it change by using the Customer Portal or by contacting Customer Services.

Suspension of Service

41. ACN may suspend the ACN Services for non-payment as set forth in Clause 31.
42. ACN may suspend the ACN Services or terminate this Agreement immediately and without prior notice to You if (a) You are in material breach of this Agreement, (b) You breach, where repeated breach means three (3) or more breaches in any six-month period; (b) You start bankruptcy, reorganization, or insolvency proceedings or such proceedings are brought against You; (c) You are in breach of this Agreement and compromise the stability or operability of the ACN Services, violate the Acceptable Use Policy or indicate potential misuse, fraud, or uncharacteristic or excessive use; (d) ACN suspects fraud by a third party; (e) the ACN Services are suspended by a governmental agency; or (f) ACN becomes unable to supply the ACN Services for reasons beyond its control.
43. If your ACN Services are suspended, You will be unable to make outbound calls except for calls to emergency services and certain other numbers. For CPS and Line Rental, You will continue to receive inbound calls; for DPS inbound calls will be blocked. If you purchase Line Rental from ACN, services from other telecommunications providers that depend on a fixed telephone line, such as security systems and dial-up Internet access, may also be affected.
44. If your ACN Services are suspended, You must contact Customer Services to determine what actions you need to take to reinstate service. You may be assessed a Charge as set forth in the Price List to reinstate your ACN Service (as permitted by applicable law).
45. If your ACN Services are suspended as a result of your actions or omissions, you agree (a) to pay all Charges during the period of suspension; (b) to reimburse ACN for all fees, costs, and expenses incurred by ACN as a result of the suspension and any reconnection; and (c) that ACN is not responsible for any losses You may suffer.
46. Suspension of the ACN Services by ACN shall not prevent ACN from terminating this Agreement pursuant to Clause 53.

Ending this Agreement

47. You may cancel this Agreement for any reason for 14 days after you sign this Agreement or submit an online Agreement and end your financial obligation to ACN. If you purchase ACN Equipment online, you may cancel this Agreement for a period of 14 days from receipt of the ACN Equipment. These periods are referred to as the "Cooling-Off Period". If you purchase more than one ACN Service, You may cancel any one or all of your ACN Services. If you purchase a bundled service package, cancellation of one of the services in the bundle may affect the pricing and functioning of the remaining services. ACN Line Rental is only provided together with ACN CPS, so you may not cancel CPS and retain Line Rental with ACN.
48. To cancel during the Cooling-Off Period, You must contact Customer Services in writing or by telephone. ACN will confirm your cancellation in writing.
49. If you purchased ACN Equipment, You must return it to ACN within 21 days of cancellation to obtain a refund. To return ACN Equipment, You must contact Customer Services. You may be assessed a shipping Charge (as set forth in the Price List) for the return of ACN Equipment. If you fail to return the ACN Equipment, you will be charged the full retail price. ACN Equipment must be returned to ACN undamaged and with all the original contents.
50. If you cancel during the Cooling-Off Period, any amounts paid by you pursuant to this Agreement will be refunded within 30 days of cancellation (provided that You have returned any ACN Equipment you have purchased).

Standard Terms and Conditions

51. If you begin using ACN Services or ACN Equipment during the Cooling-Off Period, you waive your right to cancel pursuant to Clause 47. The Cooling-Off Period does not apply to upgrades or additions to previously-purchased ACN Services or ACN Equipment.
52. After the expiration of the Cooling-Off Period, you may terminate this Agreement at any time by providing thirty (30) days written notice to ACN. The notice period is understood to be thirty days from receipt of a proper cancellation notice from you. ACN recommends that you send notice of cancellation by registered letter, with return receipt requested to: European Services Ltd, 7 Albermarle Street, London W1S 4HQ. If you terminate during the Initial Term, you may be required to pay compensation to ACN as set forth in Clause 55.

Termination by ACN

53. ACN may terminate this Agreement under Clause 31 if you fail to pay an invoice. ACN may terminate this Agreement at any other time for any reason by giving you 30 (thirty) days written notice.

Consequences of Termination

54. Termination of this Agreement will result in disconnection of your ACN Services. If you receive CPS from ACN, You will be unable to make outbound calls, except to emergency services and certain other numbers. You will be able to receive inbound calls. If you receive DPS or Line Rental from ACN, you will be unable to make or receive calls. If you receive Line Rental from ACN, services from other telecommunications providers that depend on a fixed telephone line, such as dial-up Internet access and home security systems, also will not function. You also may lose your telephone number and may not be able to reclaim it.
55. Upon termination, ACN will send you a final invoice. You agree to pay all Charges through the date of termination. If your ACN Service is subject to an Initial Term and you terminate during the Initial Term, you agree to pay ACN compensation for early termination as permitted by applicable law. This compensation may consist of (a) any remaining Charges for ACN Equipment, (b) any remaining monthly recurring Charges through the end of the Initial Term; and (c) any wivable Charges (such as activation Charges) or discounts that you received for the cancellation of your Service in order to put ACN in the position it would have been in had the contract been completed for the Initial Period. After the Initial Term, you may be subject to a Charge upon your termination of this Agreement as set forth in the Price List for these Charges. If you are owed a refund, ACN will deduct any amount that you owe under the Agreement.

Charges to this Agreement

Charges by ACN

56. Occasionally, we or other operators may have to interrupt ACN Services. If this happens, we will restore the ACN Services as quickly as we can.
57. ACN may change the terms of this Agreement by giving you notice of the change. If possible, ACN will give you advance notice of any change. ACN may make changes without advance notice to meet legal or regulatory requirements. If any change (except changes required by law) is likely to cause You a material disadvantage, You have the right to terminate this Agreement without paying penalties or cancellation charges by giving notice to ACN in writing within ten (10) days of receiving notice. If you continue to use ACN Services after this period, you are deemed to have accepted the change.
58. ACN may change your calling plan based on your usage of ACN Services or for other reasons within ACN's reasonable discretion. ACN will provide notice of any such change with details of your new calling plan. You have the right to terminate this Agreement pursuant to Clause 57 if the change causes You a material disadvantage.

Charges by You

59. You may change your ACN Services by using the Customer Portal or contacting Customer Services. We will inform you of any Charges to the Charges resulting from the change. You may be required to enter into a new Agreement with a new Initial Term. If you add ACN Services, ACN may reject your request to add ACN Services if you have any outstanding payments due to ACN. You may be required to pay compensation pursuant to Clause 55 if you remove an ACN Service during its Initial Term. If you move house and want to take your ACN Services with You, contact Customer Services at least 30 days before you move. ACN will assist You to transfer your ACN Services to your new home, if possible. You may have to pay a Charge (as set forth in the Price List) to transfer your ACN Services.

Limitation of Liability

60. ACN is not responsible for any loss that You may suffer arising from negligence, breach of contract, misrepresentation, loss or unavailability of ACN Services, or other reason, for any loss or damage, sales, turnover, contracts or customers, reputational damage, loss or damage to software, data, information, or computer or other equipment, lost management or staff time, any indirect or consequential loss, or any other loss that could not have been reasonably foreseeable by ACN. ACN Services are intended for personal use and we are not responsible for any losses if you use ACN Services for business purposes.
61. ACN will have no liability if you (a) use the ACN Services or ACN Equipment in breach of this Agreement or the Acceptable Use Policy; (b) alter the ACN Service or ACN Equipment; or (c) use the ACN Services or ACN Equipment under any abnormal or incorrect operating conditions.
62. Nothing in Clauses 60, 61 and 63 limits our liability if you are injured or die as a result of ACN's negligence.
63. ACN's total liability arising out of this Agreement is limited to £5,000.

Other Things We Need to Tell You

64. If you dispute a Charge or any other aspect of your ACN Service, you must contact Customer Services. ACN will try to resolve any dispute that you may have. If we cannot resolve the dispute, you may contact OTELO. Details regarding dispute resolution remedies are set forth in our Consumer Code of Practice for Compliant Handling which can be found on the Customer Portal. Disputes may also be brought to the Direct Selling Association, of which ACN is a member. Details of how to contact the Direct Selling Association can be found at www.dsa.org.uk.
65. This Agreement and all rights and obligations arising out of it are governed by English law. You submit to the exclusive jurisdiction of the courts of the United Kingdom for the resolution of any dispute arising out of this Agreement.
66. The failure of one of the parties to exercise or enforce any right, power, or remedy under this Agreement shall not operate as a waiver.
67. This Agreement is personal to You and may not be assigned by you. Save as expressly provided for, nothing in this Agreement shall create any rights for third parties (Rights of Third Parties Act 1999) or any equivalent statute or rule of law in any jurisdiction. ACN may take instructions regarding your Account from any person that we believe is acting with your permission. ACN may assign this Agreement as permitted by law.
68. If any provision of this Agreement is deemed illegal, invalid or unenforceable, the remaining provisions of this Agreement shall not be affected.

ACN European Services Ltd.

Registered Office Address: 7 Albermarle Street, London W1S 4HQ, United Kingdom

Companies House: 3650246, VAT Reg. No: GB 726 3625 33

UK - TSA - 107

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NOTICE OF CANCELLATION DURING COOLING-OFF PERIOD

1. This notice (the "Notice") sets out your right to cancel within the period of seven (7) working days following the date that this Agreement is entered into but before the date that ACN starts to supply the Services to you or, if earlier and applicable, following your receipt of the ACN Equipment (the "Cooling-Off Period"). You acknowledge that if you accept the supply of the Services, for example by setting up and configuring the ACN Equipment and the Services before the expiry of such Cooling-Off Period, you have waived your right to cancel this Agreement under this Notice. This Cooling-Off Period does not apply to Service upgrades and/or Service add-ons for previously purchased ACN Equipment and/or Services.
2. You have the right to cancel this Agreement (or part of it) during the Cooling-Off Period if you wish. You have the right to cancel any of the ACN Services you have ordered (where you have ordered several ACN Services). However, you acknowledge that ACN will not supply you with Line Rental only at the outset of this Agreement. Any attempt by you to obtain Line Rental only under this Agreement by cancelling all other Services under this Notice will be treated by ACN as a cancellation of all Services Ordered by you.
3. The above cancellation right can be exercised within the Cooling Off Period by telephoning ACN Customer Services (020-360 85-050 for CPS/WLR and 020 360 85 051 for DPS) and then confirming your decision to cancel in writing to ACN at: ACN European Services Ltd. - 7 Albermarle Street, London W1S 4HQ. If you wish, you may use the cancellation form provided below to cancel this Agreement.
4. If you cancel this Agreement during the Cooling Off Period, any sum paid by you or on your behalf under or in contemplation of this Agreement shall become repayable to you. If you incur any fees during the Cooling Off Period, you must still pay any Services provided to you before the cancellation of the Agreement.
5. If ACN has provided you with ACN Equipment, you will be entitled to a full refund only if you return the ACN Equipment to ACN in the original packaging, with all of the original contents in an undamaged condition. Failure to do so may result in a partial refund or no refund being given. The ACN Equipment must be returned within twenty one (21) days of the receipt by ACN of your cancellation notification ("Return Period"). If you fail to return the ACN Equipment within the Return Period, you must pay ACN the full cost of the ACN Equipment. As part of the cancellation process, you may telephone ACN Customer Services and obtain a returned merchandise authorisation ("RMA") for returns free of charge.

CANCELLATION FORM

(Complete and return this form ONLY IF YOU WISH TO CANCEL THIS AGREEMENT WITHIN THE COOLING-OFF PERIOD AND ACN HAS NOT YET STARTED SUPPLYING THE SERVICES TO YOU AND/OR PROVIDED YOU WITH THE ACN EQUIPMENT as defined in Paragraph 1 of this Notice.)

To: ACN European Services Ltd. - P.O. Box 427, Hounslow TW4 6DR, England or ACN European Service Ltd., 7 Albermarle Street, London W1S 4HQ

☐ I/We* hereby give notice that I/We* wish to cancel my/our* Agreement.

ACN EUROPEAN SERVICES LTD.

Customer Name(s):

Signature(s):

Customer Name(s):

Signature(s):

Telephone Number

Date: [DD/MM/YYYY]