

## Service Specific Terms – Fixed Line

These Service Specific Terms were published on the 2<sup>nd</sup> June 2021.

### 1 Agreement

- 1.1 Each Order between the Customer and MicroMinder will incorporate the General Terms & Conditions and any applicable Service Specific Terms (together, the Agreement).
- 1.2 If there is any inconsistency between the various provisions of the Agreement, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) any agreed amendment/Amendment Notice, (2) Order, (3) Service Specific Terms, (4) General Terms & Conditions.

### 2 Services

- 2.1 MicroMinder agrees that it will, as and from the Go Live Date, provide the Subscribed Services to the Customer, on a non-exclusive basis, and shall route such Traffic as it may from time to time receive from End Users via a Carrier Network for onward conveyance to the called destinations on the terms of the Agreement. In particular:
  - 2.1.1 MicroMinder will establish the connection of each individual CLI number provided by the Customer in accordance with clause **Error! Reference source not found.** to a Carrier Network; and
  - 2.1.2 subject to clauses 2.3 and 2.4, MicroMinder shall use all reasonable endeavours to maintain the Subscribed Services 24 hours in every day on every day of the year.
- 2.2 Notwithstanding anything in the Description, MicroMinder shall be entitled, upon giving the Customer not less than 15 days prior written notice, to:
  - 2.2.1 change the technical specification of any of the Subscribed Services (provided that any such change does not materially affect the performance of or ability to access the Subscribed Services) where necessary for legitimate operational reasons, or by reason of statutory or regulatory requirements; and
  - 2.2.2 suspend any of the Subscribed Services for legitimate operational reasons, or in an emergency or in accordance with the Generation Terms & Conditions, provided always that MicroMinder shall act in good faith in exercising its rights under this clause 2.2 and shall use its reasonable endeavours to keep the period of any suspension(s) of the Subscribed Services under clause 2.2.2 to an absolute minimum.
- 2.3 MicroMinder does not warrant that the Subscribed Services will be free from faults or free from interruptions, and shall not be liable for any failure to provide the Subscribed Services arising from a technical failure or other reason outside of MicroMinders reasonable control. MicroMinder shall however use all reasonable endeavours to remedy any fault which significantly impairs performance of the Subscribed Services as soon as reasonably practicable following MicroMinder becoming aware of any such fault or being notified of the same by the Customer.
- 2.4 Save where a live line rental exists in relation to the applicable CLIs, MicroMinder shall, on 15 days' written notice given to the Customer be entitled to delete CLIs which have not been used to access any Subscribed Services for the previous 6 months.
- 2.5 MicroMinder agrees that it will use its reasonable endeavours to provide and maintain sufficient capacity for End Users' requirements.
- 2.6 This Agreement is subject to and conditional upon the Customer obtaining and retaining of all authorisations, licences, consents or other permissions required to enable the provision by MicroMinder of the Subscribed Services.

### 3 Rates

- 3.1 In consideration of the provision by MicroMinder of the Subscribed Services, the Customer agrees to pay MicroMinder for the same on

the basis of a Rate per minute for all Traffic routed via a Carrier Network. Calls shall be billed in one-second units. The individual Calls are billed up to the nearest £0.0001 and total call charges rounded up to the nearest £0.0001.

- 3.2 Any additional Charges including but not limited to call set up charge and any minimum charges shall be set out in the Standard Pricing Terms.

### 4 Customer's responsibilities

- 4.1 At all times during this Agreement, the Customer undertakes to:
  - 4.1.1 use the Subscribed Services in accordance with:
    - (a) such instructions and conditions as may be notified in writing to the Customer by MicroMinder from time to time; and
    - (b) the Acceptable Use Policy;
  - 4.1.2 not use the Subscribed Services:
    - (a) for the transmission of material which is offensive, abusive, indecent, obscene or menacing or which does or is intended to cause annoyance, inconvenience or worry, or which is fraudulent or defamatory, or which (in the reasonable opinion of MicroMinder) brings the name of MicroMinder into disrepute, or which (in the reasonable opinion of the Reseller) brings the name of the Reseller into disrepute; or
    - (b) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including, without limitation, rights of copyright and confidentiality);
  - 4.1.3 not connect or cause or suffer any equipment to be connected to any apparatus providing the Subscribed Services other than equipment approved for connection under the Communications Act 2003, and MicroMinder shall not be under any obligation to connect or keep connected any equipment if it is not so approved or if, in the opinion of MicroMinder, it is liable to cause death, personal injury, damage to or to impair the quality of the Subscribed Services or a Carrier Network;
  - 4.1.4 be liable for the cost (in the case of "line only" contracts) of all Calls passed over the line at the rate in the Standard Pricing Terms;
  - 4.1.5 be liable for the cost (in the case of "line only" contracts) of fault management, BT call out and any network charges;
  - 4.1.6 pay a one-off CPS charge and/or transfer charge when registering the line in accordance with the Standard Pricing Terms; and
  - 4.1.7 be liable at the Rate set out in the Standard Pricing Terms for the cost of any CPS application rejected due to inaccurate information.

### 5 Regulatory Obligations

- 5.1 In the event that MicroMinder receives a request from the Customer for:
  - 5.1.1 the porting of any telephone number to another service provider or Network Operator; or
  - 5.1.2 the porting to MicroMinder of any telephone number allocated by a third party, then MicroMinder shall assist in the carrying out of such porting in accordance with its requirements under Condition B3 of the General Conditions of Entitlement (as may be amended by OFCOM from time to time).
- 5.2 Access to Emergency Organisations using ISDN services may cease if there is a power cut or power failure, or a failure of the internet connection on which such service relies.

### 6 Equipment

- 6.1 MicroMinder will take reasonable steps to deliver the Equipment to the Customer within an estimated period of time. Such period of time shall commence from the date of receipt by MicroMinder of all instructions and information required. MicroMinder does not guarantee that Delivery will take place within such period and time is not (and may not be made) of the essence.

6.2 The Customer shall be responsible for the cost of connection to the public switch telecommunications network and/or the provision of additional lines to the public telephone system.

## 7 Telephone Books and Directory Enquiries

7.1 MicroMinder will arrange for the names, addresses and telephone numbers of End Users of the Services to be included in the Directory published by BT for the Customer's area and make such phone numbers available to BT's Directory Enquiry Facility, as soon as reasonably practicable following a request from the Customer.

7.2 In the event that MicroMinder agrees to arrange an entry in a Directory for which BT charges a fee (including, but not limited to, adverts available under listings in the Classified, Business A-Z and Residential A-Z sections of the Directory, or the business-by-type section), the Customer shall pay an extra charge and sign a separate agreement in relation to such entry.

7.3 MicroMinder shall ensure that End Users who are visually impaired or otherwise disabled as to be unable to use a printed Directory can access Directory Information and Directory Enquiry Facilities appropriate to their needs, according to the requirements of General Condition C5 (as may be amended by OFCOM from time to time).

## 8 Definitions

8.1 Definitions used in the General Terms & Conditions shall also apply to the Service Specific Terms.

<b>BT</b>	British Telecommunications plc.
<b>Call</b>	a Message provided by means of the Services.
<b>Caller Line Identity or CLI</b>	the identity of the calling party initiating a Call being (in most circumstances) the telephone number of the calling party.
<b>Carrier Network</b>	the communications network or networks selected from time to time by MicroMinder for the purposes of conveying calls.
<b>Carrier Pre-Selection or CPS</b>	a facility which allows the Customer to select a provider designated in advance to apply on every occasion where no other providers have been pre-selected for the use of a telephone number.
<b>Directory</b>	a printed document containing Directory Information on subscribers of publicly available telephone services in the United Kingdom which is made available to members of the public.
<b>Directory Enquiry Facility</b>	Directory Information provided by means of a public electronic communications network.
<b>Directory Information</b>	in the case of a Directory, the name and address of the subscriber and the telephone number assigned to the subscriber for their use of publicly available telephone services and, in the case of a Directory Enquiry Facility, shall be either such a telephone number of the subscriber or information that such a telephone number of the subscriber may not be supplied.
<b>Emergency Organisation</b>	in respect of any locality: (a) the relevant public police, fire, ambulance and coastguard services for that locality; and (b) any other organisation, as directed from time to time by OFCOM as providing a vital service relating to the safety of life in emergencies.
<b>Message</b>	anything contained within paragraphs (a) to (d) (inclusive) of sub-section 4(1) of the Telecommunications Act 1984.

**Rates** a rate per minute for all Traffic routed via a Carrier Network as set out in the Standard Pricing Terms.

**Traffic** Calls made or prospectively to be made by End Users.

**Traffic Forecast** the monthly forecast to be supplied to MicroMinder giving details of:

- (a) the volume of each of the Services likely to be required by the End Users over each of the ensuing 3 months; and
- (b) the number of new lines as are likely to be installed or transferred to MicroMinder in respect of the End Users over each of the ensuing 3 months.