

Terms and Conditions of Supply.

1. Basis of Contract.

1.1. The Service Agreement (the "Agreement") constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

1.2. The Agreement shall only be deemed to be accepted when AnswerConnect issues written acceptance of the Agreement at which point and on which date the contract (the "Contract") shall come into existence (the "Commencement Date").

1.3. 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 AnswerConnect which is not set out in the Contract.

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

2. Services.

2.1. From the Commencement Date, AnswerConnect agrees to make commercially reasonable efforts to provide the services selected by the Customer (the "Services") on the Agreement the Customer agrees to use those Services, in accordance with these terms and conditions.

2.2. AnswerConnect shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and AnswerConnect shall notify the Customer in any such event.

2.3. AnswerConnect warrants to the Customer that the Services will be provided using reasonable care and skill.

3. Customer Obligations.

3.1. The Customer shall:

3.1.1. co-operate with AnswerConnect in all matters relating to the Services;

3.1.2. provide AnswerConnect with such information and materials as AnswerConnect may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

3.1.3. provide AnswerConnect with the e-mail, pager, fax, or other telecommunications service that will be used to deliver its messages to the Customer, except the voice mail service that AnswerConnect will provide upon the Customer's request at an additional charge; and

3.1.4. give AnswerConnect at least seven (7) business days prior written notice before any increase in call volume which the Customer is, or ought reasonably be, aware of.

3.2. If AnswerConnect's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"):

3.2.1. AnswerConnect shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays AnswerConnect's performance of any of its obligations;

3.2.2. AnswerConnect shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from AnswerConnect's failure or delay to perform any of its obligations as set out in this clause 3.2; and

3.2.3. the Customer shall reimburse AnswerConnect on written demand for any costs or losses sustained or incurred by AnswerConnect arising directly or indirectly from the Customer Default.

4. Billing and Payment.

The charges for the Services are set out.

4.1. Work interactions on the Customer's account are measured from connection to conclusion of work associated with the interaction including inbound and outbound minutes worked. All interactions we bill in 1 minute increments.

4.2. AnswerConnect reserves the right to increase its charges, provided that such charges cannot be increased more than once in any 12 month period. AnswerConnect will give the Customer written notice of any such increase [3] months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify AnswerConnect in writing within [4] weeks of the date of AnswerConnect's notice and AnswerConnect shall have the right without limiting its other rights or remedies to terminate the Contract by giving 2weeks' written notice to the Customer.

- 4.3. Monthly recurring charges shall be invoiced monthly, in arrears, and usage charges in excess of the monthly allowance are invoiced during the month on a periodic basis.
- 4.4. The Customer is responsible for payment of all charges for any Services performed on its behalf by AnswerConnect.
- 4.5. The Customer shall pay each invoice submitted by AnswerConnect within due date of the invoice and in full and in cleared funds to a bank account nominated in writing by AnswerConnect. Time for payment shall be of the essence of the Contract.
- 4.6. The Customer shall send AnswerConnect a written notice of any dispute of any invoice issued by AnswerConnect within twenty one (21) days after the invoice date, or such invoice shall be deemed to be correct and payable in full.
- 4.7. The Customer will provide detailed information regarding any dispute, and agrees to cooperate with AnswerConnect in an investigation of disputed matters.
- 4.8. If AnswerConnect initiates legal proceedings to collect any amount due under the Contract and AnswerConnect substantially prevails in such proceedings, then the customer will pay AnswerConnect's costs and reasonable legal fees in such proceedings and any appeals.
- 4.9. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by AnswerConnect to the Customer, the Customer shall, on receipt of a valid VAT invoice from AnswerConnect, pay to AnswerConnect such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 4.10. If the Customer fails to make any payment due to AnswerConnect under the Contract by the due date for payment , then the Customer shall pay interest on the overdue amount at the rate of 1.5% per cent per annum above Barclay's Bank's base rate from time to time. 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.
- 4.11. The Customer shall pay all amounts due under the Contract in full without any set- off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). AnswerConnect may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by AnswerConnect to the Customer.

4.12. We do not store credit card details nor do we share customer details with any 3rd parties.

4.13. The Customer understands that its responsibility for payment for all charges survives termination of this Agreement.

5. Intellectual Property.

5.1. All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by AnswerConnect.

5.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on AnswerConnect obtaining a written licence from the relevant licensor on such terms as will entitle AnswerConnect to license such rights to the Customer.

5.3. All telephone numbers provided or arranged by AnswerConnect remain the property of AnswerConnect upon any termination of the Services.

5.4. The Services are provided for use only by the Customer, its employees and authorised agents.

6. Confidentiality.

6.1. A party (the "receiving party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract.

6.2. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 6 shall survive termination of the Contract.

7. Limited Warranties, Remedies, and Damages : THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

7.1. Nothing in these Conditions shall limit or exclude AnswerConnect's liability for:

7.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

7.1.2. fraud or fraudulent misrepresentation; or

7.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

7.2. Subject to clause 7.1:

7.2.1. AnswerConnect shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

7.3. AnswerConnect's entire liability for any claim arising out of or relating to this Contract shall be limited to the amounts the Customer paid to AnswerConnect for such service during the twelve (12) months preceding such failure to provide the service. The parties acknowledge that these limitations on potential liabilities were an essential element in setting consideration under the Contract.

7.4. 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.

7.5. AnswerConnect does not give any warranties as to any Services provided under the Contract and does not warrant that it has sufficient resources to handle unexpected increases for transmission errors, corruption of data, or the security of information carried over telecommunication services;

7.6. Subject to the foregoing limitations, if AnswerConnect fails to provide the Services, the Customer sole remedy will be, at AnswerConnect's sole discretion, either:

7.6.1. the correction of the failure to provide the services, or

7.6.2. a refund of the monthly recurring charges paid to AnswerConnect for such services during the period of time that the services were affected.

7.7. This clause 7 shall survive termination of the Contract.

8. Authorization and Credit Check.

8.1. All service requests are subject to the approval of AnswerConnect and the Customer authorises AnswerConnect to investigate its credit and grants AnswerConnect permission to disclose to any other interested parties AnswerConnect's payment and/or credit experience with the Customer's accounts.

8.2. AnswerConnect reserves the right to request a letter of credit and/or a security deposit to ensure prompt payment.

8.3. The Customer understand that its responsibility for payment for all charges survives termination of this Agreement.

9. Communication.

9.1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax [or e-mail].

9.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in the terms of use; 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, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, one Business Day after transmission.

10. Termination.

10.1 AnswerConnect is confident in the service that is provided and does not believe in holding you, the 'other party' to a minimum contract. If for any reason you, the 'other party' are dissatisfied then cancellation can be processed at anytime with written notice. A pro-rated amount for the usage will then be charged up to the point at which a cancellation request has been received.

10.2. Without limiting its other rights or remedies, AnswerConnect may terminate the Contract by giving the other party 3 months' written notice.

10.3. Without limiting its other rights or remedies, AnswerConnect may terminate the

Contract with immediate effect by giving written notice to the other party if:

- 10.3.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- 10.3.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 10.3.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 10.3.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 10.3.5. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 10.3.6. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 10.3.7. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 10.3.8. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 10.3.9. any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 9.2(b) to clause 9.2(i) (inclusive);

10.3.10. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

10.3.11. the other party's financial position deteriorates to such an extent that in AnswerConnect's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

10.4. Without limiting its other rights or remedies, AnswerConnect may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being notified in writing to do so.

10.5. Without limiting its other rights or remedies, AnswerConnect may suspend provision of the Services under the Contract or any other contract between the Customer and AnswerConnect if the Customer becomes subject to any of the events listed in clause 10.3.2 to clause 10.3.11, or AnswerConnect reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

10.6 On termination of the Contract for any reason:

10.6.1. the Customer shall immediately pay to AnswerConnect all of AnswerConnect's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, AnswerConnect shall submit an invoice, which shall be payable by the Customer immediately on receipt;

10.6.2. the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, 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

10.6.3. clauses which expressly or by implication survive termination shall continue in full force and effect.

11. Force Majeure.

11.1. For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of AnswerConnect including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of AnswerConnect or any other party), failure of a utility service or transport network, act of God, war, riot, 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 suppliers or subcontractors.

11.2. AnswerConnect 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 a Force Majeure Event.

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

12. Assignment.

12.1. AnswerConnect may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any 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 agent.

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

13. Miscellaneous.

13.1. This Agreement, 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.

13.2. 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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).

13.3. If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. The provisions of this Agreement will be deemed severable, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision.

13.4. The terms and conditions of this Agreement may be amended or waived only by a written instrument signed by the parties. No failure or delay by a party in exercising any right or remedy provided under the Agreement or by law shall constitute a waiver of that or

any other right or remedy, nor shall it 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.

13.5. Clauses 4, 5, 6, 7, 9 and 10 shall survive termination of the Contract.

13.6. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

13.7. A person who is not a party to the Agreement shall not have any rights to enforce its terms.

13.8. Except as set out in these Conditions, no variation of the Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

13.9. Full Creative Limited, trading as AnswerConnect.

