



**bOnline**

## **Business Terms and Conditions**

bOnline Business Terms and Conditions (the “Agreement”) consist of:

- The General Business Terms
- Schedule 1 – Phone Services
- Schedule 2 – Broadband Services
- Schedule 3 – VoIP (Cloud Phone) Services
- Schedule 4 - the 4G/5G Broadband Services
- Schedule 5 – VoIP Add-On Services
- Schedule 6 – Definitions and Interpretation
- Schedule 7 – Equipment Schedule
- Schedule 8 – Business Compensation Scheme Schedule

## SUMMARY OF KEY TERMS

- **Your Agreement with us:** By using any of our Services or any Equipment provided by bOnline you confirm you agree to the terms of this Agreement so you should read them carefully.
- **Scope:** This Agreement covers the provision of the core Services you order from us, specified in the Confirmation Email (e.g. Phone, Cloud Phone and, or Broadband Services) and any Add-ons we agree to provide to you in writing.
- **Price Increase:** each April the Charges will increase by the amount communicated to you (e.g., at the time you purchase the Service) and as set out in our Schedule of Charges.
- **Equipment:** If you order any Equipment from us, or we provide you with Equipment support services, separate terms and conditions may apply to you in connection with the Equipment (as notified to you).
- **Contract Length:** The Initial Fixed Term for each Service you order is specified in the Confirmation Email or will otherwise be notified to you in writing. You can terminate the Agreement (or any of our Services) after the end of the relevant Initial Fixed Term (or Renewal Term agreed with you) by giving us 30 days' notice.
- **Cancellation Fees:** You will be charged a Cancellation Fee if you terminate the Agreement (or a Service) without cause, before the end of any relevant Initial Fixed Term or Renewal Term (or if we terminate it due to your breach of the Agreement). Other Charges may apply. See our Schedule of Charges at [Schedule of charges - 2025](#) . For Pay-As-You-Go customers with no Initial Fixed Term contracts, a small administration Charge may apply for terminating a Service.

## GENERAL TERMS FOR SERVICES

### 1. Introduction

**1.1** “we”, “our”, “us”, are bOnline Limited, a limited company incorporated in England and Wales, registered under Number 07710947, whose registered office is at Terminal House, 52 Grosvenor Gardens, London SW1W 0AU.

**1.2** The following documents comprise our agreement with you, our “customer”, “you” “your” and will have the following order of precedence: (i) the Confirmation Email; (ii) the Schedules; (iii) the General Business Terms; (iv) Specific Offers; (v) our Schedule of Charges; and (vi) our Fair Use and Acceptable Use Policy,

(collectively referred to as the “Agreement”).

**1.3** Capitalised terms used in the Agreement refer to those definitions included in Schedule 6 (Definitions & Interpretation) below.

**1.4** In the event that you order any Equipment, or you receive Equipment support services from us, the Equipment Schedule shall apply and separate terms and conditions may apply to you in connection with the Equipment (as notified to you).

## **2. When we start providing the Services**

**2.1** The provision of each Service commences on the relevant Service Start Date. Unless we say otherwise in the Confirmation Email or in the relevant Service Schedule, the Service Start Date and any other dates agreed with you regarding our provision of the Services (e.g. installation, delivery of Equipment) are estimates only. Unless we say otherwise in the Agreement, we accept no liability to you if we do not meet a Service Start Date or any other date; time is not of the essence.

**2.2** We will agree a date with you for the installation of new lines. If you: (i) give us the wrong information or address; (ii) do not attend the appointment; (iii) we are refused entrance to your premises; (iv) cancel any appointment for the installation of any Service with less than 48 hours' notice; or (v) you do not have available the Equipment we dispatched to you in advance, you will be liable to pay a call out Charge as part of our Charges which are available on our Schedule of Charges our Website at [www.bonline.com](http://www.bonline.com).

**2.3** For fixed line transfers, we will normally transfer the line from your current provider within the Transfer Period. The time taken to port numbers from other networks varies and sometimes portability may not be possible or reasonably practicable. If this happens, we will provide you with a new number(s).

**2.4** You acknowledge that in order to avoid delays occurring in the ordering process, we will need to be notified by Openreach™ (or other applicable network provider) of any products or services presently in use on your fixed line that are incompatible with our Services. Openreach™ (and other network providers) are under a strict duty not to disclose information about a customer's services to a third party unless the customer has consented to such disclosure. In entering into this Agreement you give consent to Openreach™ (or other applicable network provider) to disclose such information to us. You also give us authority to act as your agent to arrange your connection to our Services.

## **3. bOnline Services**

**3.1** We will provide you the Services you order and that we agree to provide to you (e.g., Phone, Cloud Phone, Broadband Services and Add-On Services).

**3.2** We will provide you with the Services and, where applicable, with the Equipment subject to you complying with the terms of this Agreement.

**3.3** The Services under this Agreement are designed for business customers only. You have confirmed to us that you are a trading business. Therefore, this is a business to business transaction to which the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and any other consumer protection legislation does not apply. You represent and warrant that you (and your personnel) will be the ultimate end user of the Service. You will not in any way re-sell, re-supply, license, permit or otherwise allow any third party to use the Service without our prior written consent.

**3.4** We may take instructions from a person if we have a good reason to think that he or she is acting with your permission.

**3.5** The provision of each of the Services may be subject to our Fair Use and Acceptable Use Policy as applicable.

**3.6** We may, from time to time and at our sole discretion, make Specific Offers available to you. In the event that any Specific Offer applies to you, its terms will be part of the Agreement.

**3.7** We may change any part of the Services (provided the level of service you receive is not materially adversely affected) including: (i) upgrading, replacing, introducing or removing features of a Service; (ii) replacing a Service with a materially equivalent Service; (iii) making changes to protect our network or our supplier's network; (iv) making changes to comply with Applicable Law; or (v) replacing the Equipment.

**3.8** If we offer any of our Services to you on a trial basis, the relevant Service will be provided either free of charge or at the reduced Charges specified to you, for the duration of the trial period as notified. During the trial period, any service levels, service commitments, or compensation provisions set out in this Agreement shall not apply. Subject to the foregoing, all other terms and conditions of this Agreement shall remain in full force and effect throughout the trial period.

#### **4. Term and Cancellation Rights**

**4.1** This Agreement commences on the Commencement Date and will continue in force until you or we terminate it in accordance with Clause 24 (termination).

**4.2** When you transfer to us a Phone Service or a Broadband Service from your previous provider, you may cancel the Service free of charge without having to pay a Cancellation Fee at any time up during the Transfer Period. We will notify you of the Transfer Period when you order the Service.

**4.3** Each Service will have the Initial Fixed Term agreed with you and specified in your Confirmation Email (usually 12 or 24 months) or otherwise notified to you in writing. If you terminate a Service before the end of the Initial Fixed Term or a Renewal Term (or we terminate it due to your breach of the Agreement), we will Charge you a Cancellation Fee. Our current Cancellation Fees are available on Schedule of Charges at [www.bonline.com](http://www.bonline.com).

#### **5. Your Use of Our Services**

**5.1** You will provide the details of your representatives when you contract with us and agree to keep them updated. We may also take instructions from a person who we reasonably believe is acting on your authority.

**5.2** You agree to provide true, accurate and complete information to us at all times, in connection with the Agreement and the provision of the Services.

**5.3** You agree to complete promptly any preparation activities we, or our suppliers, may request, to enable you to receive the Services.

**5.4** Unless we tell you otherwise in writing (e.g. because you order full fibre), to be able to receive our Phone or Broadband Services, you will need to have at least a suitable copper line in your Premises (i.e., Openreach™ provides an analogue direct exchange line which terminates on a Openreach™ public switched telephone network master socket forming part of a Openreach™ network). For the Cloud Phone System, you will need to have a minimum

broadband bandwidth set out by us prior to our acceptance of the Order to ensure you will receive a minimum voice quality at your premises.

**5.5** You agree to (and agree to ensure your end users):

(a) use the Services in accordance with:

(i) this Agreement;

(ii) any reasonable instructions given by us from time to time (including without limitation regarding health, security, safety, or quality of the Services); and

(iii) any laws, regulations, and licenses which apply to the use of the Services by you.

(b) Not to allow an alternative supplier (or any third party) to override or bypass our Services either through the installation of equipment or through any other network provider's local exchange during the Term of the Agreement.

(c) Not to use the Services in any way we reasonably consider is, or is likely to be detrimental, to the provision of the Services to you or to services we provide to any other bOnline customers.

(d) To be responsible for any engineering reprogramming costs, cessation fee, or equipment removal costs that may be required to terminate the Service of your previous supplier(s). You are responsible for terminating, at your own expense, any contracts you may have with your previous suppliers for services similar to our Services or which are not compatible with our Services. You are solely responsible for any liabilities you may incur when you terminate your agreements with them.

**5.6** If you request and we agree to change all or part of the Services, or we agree to a change of the Premises where we provide the Services to you, you must complete such formalities as we shall require, to give effect to such change. We shall be entitled to revise the Charges you pay to reflect the changes agreed with you and may (at our sole discretion) require payment prior to effecting such changes.

**5.7** You must not use the Services, including but not limited to internet-related Services, associated computer security, or backup Services and Software:

(a) In a way that breaches any legislation or any license applicable to you or that is in any way unlawful or fraudulent;

(b) To make nuisance calls;

(c) To distribute, deliver, transmit, knowingly receive, upload, download, use or re-use any information or material which is offensive, abusive, defamatory, indecent, obscene, immoral, unlawful, or menacing, or in breach of any intellectual property, privacy, or any other rights of third parties;

- (d) For purposes other than the genuine use of our Services;
- (e) To send or procure the sending of any chain letters or unsolicited advertising or promotional material (“spamming”);
- (f) To propagate computer worms or viruses;
- (g) To attempt to gain unauthorized entry to any site or network; and
- (h) Contrary to any reasonable instructions we give you to protect the integrity and quality of our Services or otherwise.

**5.8** The Services are provided solely for your use, and you must not resell or attempt to resell the Services (or any part of them) to any third party; or

**5.9** You do not own any number or have any right to sell the number(s) related to the Service(s).

**5.10** You will fully indemnify and hold us harmless against all losses, damages, and amounts (including legal fees) suffered or incurred by us arising out of, or in connection with, any actual or potential claims, legal and regulatory proceedings against us by a third party resulting from your use of the Services in breach of your obligations under this Clause. We shall notify you of any such claims or proceedings and inform you regularly as to the progress of such claims or proceedings.

**5.11** You shall indemnify us against all third-party claims for infringement of copyright or other intellectual property rights which may arise in respect of your Content.

**5.12** We will also require you to indemnify us for any liability, claims losses, costs, and expenses which we incur as a direct result of: (i) the misuse of the Services or the Equipment or any software related to them either by yourself or by someone you have knowingly allowed to use the Services we provide to you; or (ii) you modifying the Services or the Equipment without our permission or using them in a way not permitted by this Agreement.

**5.13** Your breach of your obligations under this Clause may result in the immediate suspension or termination of the affected Services or in the termination of the Agreement at our sole discretion.

**5.14** You acknowledge that Services are provided to other users, and we owe a duty to these users as a whole to preserve our network integrity and avoid network degradation. If, in our reasonable opinion, we believe that your use of the Services has or may adversely affect such network integrity or may cause network degradation, we may manage your transmission speed, the type of traffic you are passing, and/or suspend your Service.

## **6. Broadband Services**

**6.1** This Clause will apply in the event that we provide Broadband Services to you.

**6.2** We can only provide the Broadband Services in areas of the United Kingdom in which we or our suppliers are technically able to offer Broadband Services.

**6.3** You acknowledge that we are dependent upon certain third parties to install and provide the Broadband Services to you. You also acknowledge and affirm that there may be technical limits that prevent us from delivering an operational service to you. We will endeavour to provide the Broadband Services to you at the access rate you choose but you acknowledge that this is always subject to:

- (i) Congestion within the network;
- (ii) The ability of your Openreach™ (or other applicable network provider's) line to carry data services; or
- (iii) The distance from the exchange.

## **7. Software**

**7.1** Where we provide software to you to enable you to use the Services, or Integrations with third party products, including backup and computer security services or CRM Integrations where applicable ("Software"), we, or the relevant licensors, grant you a non-exclusive, non-transferable, revocable licence to use the Software solely for the term and the purposes of the Agreement. Unless we say otherwise in the Agreement, you acknowledge and affirm that you use this Software at your own risk. You agree to use the Software in accordance with its applicable end user license agreement, which you will be required to accept in order to install or access the Software.

**7.2** Any Software provided to you as part of the Services is provided for your use only. You must not re-sell, rent, transfer, assign or sub-license the Software to anyone else. You may not adapt, transmit, distribute externally, play or show in public, broadcast or publish any part of the Software. Except as permitted by Applicable Laws or as expressly permitted under this Agreement you must not copy, de-compile or modify the Software (in whole or in part), or copy the manuals or documentation (in whole or in part).

**7.3** We, or the Software's licensors, may offer updates or modifications to the Software or documentation and we, or the Software licensors, will notify you of any applicable Charges for such updates or modifications at the time we offer them to you.

## **8. Credentials**

**8.1** You must ensure that usernames and passwords, personal identification numbers or similar identifiers ("Credentials") used in connection with the Services are kept confidential and are only used by authorised users. You shall implement sufficient safety measures to prevent and detect any unauthorised use of Credentials and inform us immediately if you know or suspect that a Credential has been disclosed to an unauthorised user or is being used in an unauthorised way. Unless we expressly allow you to do so, you must not change or attempt to change a username we allocate to you without our written consent.

**8.2** We reserve the right (at our sole discretion):

- (a) to suspend Credentials and access to the Services if at any time we think that there has been or is likely to be a breach of security; and
- (b) to ask you to change any or all of the Credentials you use in connection with the Services.

**8.3** You must inform us immediately of any subsequent changes to the information you supply to us when you register for the Services.

**8.4** You acknowledge and affirm that the Services, including but not limited to internet related Services, are not secure and we do not guarantee the prevention or detection of any unauthorised attempts to access the Services.

**8.5** You shall be liable for any unauthorised use of the Credentials by third parties if this use is due to you failing in keeping them confidential or in implementing standard industry standard safety measures to prevent and detect any unauthorised use.

## **9. Equipment**

**9.1** The Equipment is designed for use with the relevant Services in accordance with the Agreement and usually includes a 12 month manufacturer warranty (or as otherwise specified in the manufacturer's warranty). This warranty is in addition to, and not in substitution for, any similarly or further rights you might have in law. Technical support for modems or routers or other Customer Equipment acquired from any other source than us is therefore the responsibility of the manufacturer.

**9.2** We shall bear the risk of loss or damage to the Equipment and to SIM cards until the point of delivery to you and you shall bear the risk of loss or damage to the Equipment and SIM cards from the time of delivery to you, whether or not the Equipment was installed.

**9.3** Unless we sell the Equipment to you, the Equipment will remain our property (or our suppliers property). If you purchase or rent Equipment from us the Equipment Schedule shall apply (and separate terms we notify to you may also apply).

**9.4** You will always use the Equipment in accordance with our written instructions and will not move, add to, reconfigure, modify or otherwise interfere with the Equipment, nor permit any other person (other than a person authorised by us) to do so.

**9.5** You will, in addition to any other rights that we or our suppliers may have, reimburse us for any losses, costs or liabilities: (i) arising from your misuse of the Equipment; or (ii) where the Equipment is damaged, stolen or lost (unless you purchased the Equipment and you own it).

**9.6** You will not move or relocate any Equipment without our prior written consent and you will pay the costs and expenses we incur as a result of such authorised move or relocation.

**9.7** WEEE Directive: You will be responsible under Article 13 of the Waste Electrical and Electronic Equipment Directive 2012 ("WEEE Directive") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any Equipment supplied under the Agreement that has become waste electrical and electronic equipment ("WEEE").

**9.8** For the purposes of Article 13 of the WEEE Directive, this Clause 9 is an alternative arrangement to finance the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

**9.9** You will comply with any information recording or reporting obligations imposed by the WEEE Directive.

## **10. Customer Equipment**

**10.1** You must only use Customer Equipment which is lawfully approved for connection.

**10.2** Any Customer Equipment you use in connection with the Services must be:

(a) technically compatible with the Services and the Equipment and must not harm our (or our suppliers) network or other users' equipment (or our suppliers' equipment);

(b) connected by you using the applicable network termination point (in accordance with standard industry practice and with our instructions); and

(c) adequately protected by you, against viruses and other breaches of security in accordance with standard industry practice.

**10.3** If you choose to use your Customer Equipment for any of our Services, we will not be liable for any faults or costs associated with your Customer Equipment.

## **11. Content**

**11.1** Where the Service allows access to the internet you understand and affirm that the use of the internet is at your own risk.

**11.2** We do not warrant or guarantee the accuracy or completeness of any of the information, sound, images, software and any other materials (in whatever form) and services contained on or available through the Services or any further information or results which may be derived from it (the "Content").

**11.3** You acknowledge that you: (i) your use of the Content is at your sole risk; (ii) the Content is protected by intellectual property rights and you must use it for its own purposes and in accordance with applicable terms and conditions; (iii) we do not guarantee the accuracy and completeness of the Content; and (iv) we have no obligation to store Content or any responsibility if stored Content is lost or deleted so please keep backups if you keep the Content.

**11.4** You are entirely responsible for evaluating any goods or services offered by third parties via the Services or on the internet. We will not be a party to or in any way be held responsible to you for any transaction between you and third parties.

**11.5** You warrant that any information you make available on your website, both yours or that of a third party is and will remain wholly accurate and will not include any information or material, any part of which, or the accessing of which or use of which, would be a criminal offence or is otherwise unlawful.

## **12. Charges**

**12.1** This Clause 12 applies to all the Services. We charge you for using the Services. You will be charged at the rates specified in our Schedule of Charges (or as otherwise notified or made available to you). You acknowledge and agree that:

(a) save for manifest error, Charges are calculated from data recorded by us and our suppliers and not from your own records;

(b) your monthly invoice will normally include:

(i) in advance, your line rental (where applicable), your fixed monthly Charges (including inclusive call price plans, calls and Broadband bundles or Broadband packages), other recurring Charges which are billed one month in advance or other Charges which we request you to pay in advance; and

(ii) in arrears, any monthly Charges for your use of our Services which you do not have to pay in advance, included but not limited to calls outside any inclusive call price plan (e.g. minutes outside your monthly allowance or for additional services, administration Charges) which you incurred in the last period (normally the last month);

(c) we may also send you a separate invoice for any other Charges not included in your monthly invoices and request you to pay any of these Charges in advance;

(d) all our Charges are subject to VAT at the prevailing rate;

(e) we will send you our invoices by e-billing unless you opt-out and request us to send them to you by post. If you opt-out to e-billing we reserve the right to apply a reasonable administration Charge for sending you our invoices by post;

(f) to pay all Charges by direct debit, unless we agree otherwise. We may charge you an administration Charge for payments tendered by means other than direct debit as specified on our Schedule of Charges;

(g) where a direct debit is unpaid due to insufficient funds or direct debit cancellation, an administration Charge will be included on your next monthly bill;

(h) we may charge you a reasonable Charge for restricting outgoing calls;

(i) if you breach the Agreement (including without limitation any breach of your payment obligations under Clauses 12, 13, 14 and 15), and as a result we suspend all or part of the Services or terminate the Agreement or any Service, we shall charge you a reasonable Charge:

(i) per fixed or mobile line we cease, should we terminate the Agreement (or any specific Service);

(ii) to reinstate Services suspended; or

(iii) to reinstate lines that have been ceased.

(j) if we send an engineer to your Premises, we may charge you our then current Charges for the visit, or pass on to you the fees of any third party providers;

(k) we will charge you our then current Charges if you purchase any Equipment;

(l) we may charge you a monthly maintenance Charge depending on the Support Level we agree with you or if you are covered by the Line Assurance service;

(m) if you cancel your Phone Services and Broadband Services and do not request transfer of these Services to a new service provider, you will have to pay us what is known as a cease Charge.

(n) if you change address, where technically feasible and commercially practicable, you may transfer the Services to your new address on payment of the moving Charge; and

(o) you will be responsible to pay the administration Charges specified in our Schedule of Charges as applicable.

(p) you will continue to pay the Charges if we restrict the Services, or during any period of suspension, unless we say otherwise in the Agreement.

**12.2** In the event that we have agreed to provide you with a bundle for all or part of the Services (e.g. Phone, Broadband and Cloud Phone Services) and you terminate any of these Services, we will automatically apply our then current separate Charges for any Services we continue providing to you.

**12.3** Our current Charges are listed in our Schedule of Charges available on our Website at [www.bonline.com](http://www.bonline.com).

**12.4** Services with Commitment Period before Jan 16th 2025: Each year, we may adjust the monthly Charges for our Services according to the Consumer Price Index (CPI) rate of inflation figure plus an additional 3.9%. This is now in line with the annual adjustments to wholesale prices passed on from our suppliers. This annual adjustment is reflective of the other major providers, BT, Plusnet, XLN and Talk Talk. If the CPI rate figure is negative in the relevant year, we will only increase monthly Charges by 3.9%.

**12.5.** Services with Commitment Period after Jan 17th 2025: In line with the annual adjustments to wholesale prices passed on from our suppliers, your monthly Charges will increase by a fixed amount from your bill date each April by the amount communicated to you at the time that you purchase the Service and as set out in our Schedule of Charges. In 2025, VoIP-only plans increase by £1.50. Broadband increase by £2.50. This annual adjustment is reflective of all providers, including BT, Plusnet, XLN and Talk Talk.

**12.6** If a Service Commitment Period has expired, or we are providing Services to you with no Commitment Period, we will increase the Charges from time to time in accordance with our Schedule of Charges or as we notify to you.

### **13. Specific Charges for your use of the Phone Services and VoIP (Cloud Phone) Services**

**13.1** If we provide Phone Services or VoIP (Cloud Phone) Services to you, this Clause and paragraph 5 of the Phone Services Schedule or paragraph 6 of the VoIP (Cloud Phone) Services will apply to you. You agree to pay and are responsible for paying the Charges for the Phone Services and/or the VoIP (Cloud Phone) Services or for any Equipment you purchase or rent from us (and you shall comply with the Equipment Schedule and any other applicable terms we notify to you).

**13.2** Charges for the Phone Services will be incorporated into your monthly invoice.

**13.3** If a call price plan has a minimum monthly spend, the minimum monthly spend will be charged in the event that usage Charges are below the minimum monthly spend. The minimum monthly spend will also be considered a recurring charge (line rental) for the purposes of calculating Cancellation Fees.

**13.4** Charges for the Phone Services and or the VoIP (Cloud Phone) Services will be incorporated into your monthly bOnline invoice.

**13.5** Unlimited local & national inclusive call price plans are available to businesses only customers.

**13.6** The inclusive minute allowances specified in your call price plans will be deducted in one minute increments (with any part minutes rounded up to the nearest minute).

**13.7** Call Charges for calls outside of your inclusive minute allowances will then be rounded up to the nearest whole penny and will be charged to you at our then current rates specified in our Rate Cards or Schedule of Charges. In addition, a per call connection Charge will apply.

**13.8** All unlimited plans connected to our Phone Services are subject to our Fair Use and Acceptable Use Policy available on our Website at [www.bonline.com](http://www.bonline.com) .

**13.9** In the event that you exceed the limits included in our Fair Use and Acceptable Use Policy:

(a) we will charge you our then current call Charges for the exceeding minutes; and

(b) we reserve the right to switch you to a more appropriate tariff or call price plan at any time, to suspend the Phone Services or to terminate this Agreement with immediate effect.

#### **14. Specific Charges for your use of the Broadband Services**

**14.1** If we provide Broadband Services to you, this Clause and paragraph 6 of the Broadband Schedule will apply to you.

**14.2** The Charges applicable to the Broadband Services will normally be included in the Charges you pay for our bundled Services or will otherwise be specified to you separately in your monthly bOnline invoice.

#### **15. Payment Terms**

**15.1** You are responsible for and must pay the Charges for the Services whether the Services are used by you or by someone else.

**15.2** You shall pay your invoices by monthly variable direct debit (or by recurring credit or debit card payments if we offer this payment option to you). We reserve the right to refuse any new customer not wishing to pay by direct debit (or by another payment method approved by us). You are responsible for notifying us as soon as possible of any changes to your bank details that may affect your payment of the Charges.

**15.3** Recurrent credit or debit card payments: If we allow you and you agree to pay the Charges by recurrent credit card or debit card payments, the provisions of this Clause 15.3 will apply to you:

(a) By sending us an Order or setting up an auto top up, you grant us continuous authority to charge your debit or credit card for the Services until such time as the Service(s) or auto top up are cancelled by you and any outstanding monies have been paid. This includes all

administration, cessation and porting fees. Should you choose to cancel your monthly service(s) or auto top ups then your continuous authority will be immediately ceased.

(b) In the event that we are unable to take a continuous card authority payment from you, then you will be informed by email and will be prompted to make an immediate payment in order for the Services to continue.

(c) If your credit or debit card details change or expire you must notify us immediately to avoid suspension or termination of the Services due to non-payments.

(d) We reserve the right at our sole discretion any time to stop accepting credit cards or debit cards from one or more issuers.

(e) We may charge you a card processing fee as specified in our Schedule of Charges.

**15.4** You agree that you will advise us by telephone and in writing immediately if the card becomes lost, stolen or if you wish to close your card account or cancel the authority, at which point you will need to provide a new continuous direct debit authority. You also expressly acknowledge that by providing the details referred to above you have the authority to authorise us to deduct payment for the Services in accordance with the Agreement.

**15.5** Arrears and/or unwillingness to maintain payment by direct debit or recurrent credit or debit card payments may result in one or more of your Services being restricted and/or in the termination of your Agreement.

**15.6** Cancellation of your direct debit does not constitute notice of termination of the Agreement by you, but we reserve the right to terminate the Agreement immediately if you cancel your direct debit for the payment of the Services and/or you chose another payment method not previously approved by us.

**15.7** You are protected at all times by the direct debit guarantee as detailed in Clause 34 below.

**15.8** If you fail to pay any sum due, within 14 days from the date of the invoice, we shall be entitled to charge interest on the amount due at the rate of four percent (4%) above the Barclays Bank Plc base rate ruling from time to time calculated from the due date until we receive your payment, plus any collection or legal costs we incur to claim payment.

**15.9** We reserve the right to perform a credit check on you with no prior given notice, and to pass your credit history with us on to other credit agencies and/or County Court in accordance with Applicable Law.

**15.10** Deposits:

(a) We reserve the right to request at any time a reasonable deposit, paid in advance, from you, as security to cover the risk of you not paying our bills. For instance, we may ask a deposit from you should periodical credit checks reveal insufficient credit scoring or County Court Judgments against you for debts or non-payments, if you are late paying any invoice or if there is unusual usage and call Charges are incurred by you (the "Credit Conditions").

(b) We may agree to provide you with a free line installation, in connection with Phone and/or Broadband Services, in return for you committing to an Initial Term or Renewal Term as applicable. Such deposit will be released against your full payment of our first six months' invoices or as otherwise specified by us in writing. Furthermore, we shall be entitled, at any time, to use this deposit to pay off any Charges you owe us.

No interest is payable on any deposit held by us under the Agreement.

**15.11** We may, at our sole discretion and at any time, impose a credit limit on your account or amend it if, for instance, you fail to meet our Credit Conditions or if, for business reasons, we need to manage our financial risk. If you exceed any such credit limit, we may demand immediate payment of all the Charges incurred by you up to this moment and/or suspend the Service. We will endeavour to notify you as soon as possible if any of these situations arise. As our billing system is not updated instantly when you use our Services, you may exceed the credit limit, but if this happens, you will still be responsible for all Charges incurred including those exceeding the credit limit. We may amend your credit limit at any time and without prior notice.

**15.12** Our current administration Charges are specified on our Website at [www.bonline.com](http://www.bonline.com)

**15.13** We shall be entitled to set off any due amounts you owe to us under this Agreement against any advance payment or any deposit you make under this Agreement.

**15.14** You agree to pay us all Charges without set-off, deduction, withholding, restriction or condition whatsoever.

**15.15** If you wish to dispute an invoice, you must contact our customer services within 30 days from the date of the invoice. After such period, any undisputed invoice will be deemed correct. You must pay the full amount of any disputed invoice, if the amount disputed is less than 5% of the total the invoice. You must pay all the amounts not in dispute in a disputed invoice. In addition, we may also collect any overdue payment from the debit or credit card whose details you have provided to us.

**15.16** If you do not pay an invoice before the due date, we may instruct a firm to collect payment from you (including any interest and/or late payment charges) on our behalf. If we engage a firm to collect your debt, you must pay the costs we have to pay to them, which will be added to the amount you owe.

**15.17** You acknowledge and affirm that, without prejudice to any other rights or remedies available to us under the Agreement, non-payment of any Charges due to us under the Agreement, will be regarded as a material breach of the Agreement.

## **16. Intellectual Property Rights**

**16.1** Any patents, design rights, know-how, copyrights, trademarks on the Services, the Equipment and the Software and all other similar intellectual property proprietary rights (whether registered or unregistered) worldwide relating to them, including but not limited to backup and computer security Software packages, or arising during the development of the Services ("Intellectual Property Rights"), belong to us or to a relevant third party (whether your purchased Equipment or not).

## **17. Repairs to the Services**

**17.1** We will use reasonable endeavours to provide an uninterrupted service, but you acknowledge and agree that from time to time faults may occur, including faults (such as intermittent faults) which may recur and have no identifiable cause.

**17.2** We will try to repair faults quickly when reported to us. If you suspect a fault, please look at and test your Equipment first to see if it is faulty. We are not responsible for faults on Customer Equipment and if we (or our sub-contractors) are called out and find the fault is with your Customer Equipment, you may have to pay the call out Charge specified in our Schedule of Charges.

**17.3** If you report a fault in a Service, we (or our subcontractors) will repair the fault in accordance with the relevant Support Levels, with the relevant Service Schedule or as we notify you in writing.

**17.4** Repairs to our Phone and/or Broadband Services:

(a) Openreach™ (or other applicable network provider) will continue to have responsibility for maintaining your landline and fix any faults that may occur. We will use reasonable endeavours to correct any defect or fault in our Phone and Broadband Services or to report the defect or fault to Openreach™ or other applicable network provider (or to the relevant suppliers responsible for fixing such defects or faults).

Customer Service & Fault Notification:

(b) If you have broadband on the landline and we are not providing this service to you, your broadband provider is responsible for repairing broadband faults. You are responsible for notifying the fault to your broadband provider (although, we may, at our sole discretion, report the fault to the party responsible for the service).

(c) We will not be responsible for any faults arising from Customer Equipment. If we send an engineer to your Premises and it transpires that the fault or failure is on your Customer Equipment and not in our Services, or is caused by accidental damage (or where an engineer attends and finds no fault), we may charge you a call out Charge at our then current rates which can be found on our Website at [www.bonline.com](http://www.bonline.com).

(d) Additional time related Charges and replacement Equipment costs may also be charged to you.

(e) The speed with which faults are repaired on your line depends on the Support Level applicable to you. As our Phone and/or Broadband customer you receive Support Level 1 as standard but you can pay more to receive an improved Support Level. Support Level repair speeds are set by Openreach™ (or another applicable network provider) and may vary.

## **18. Repairs to the Equipment**

**18.1** In the event that your Equipment becomes faulty within its warranty period:

(a) you shall notify us that the Equipment is faulty and follow our instructions (e.g. we may request you to return the Equipment to us by post and, unless we say otherwise in writing, you shall be responsible for the Equipment return costs).

(b) we (or our subcontractors) will either repair the faulty Equipment or provide you with a replacement Equipment (and, at your sole discretion, we may also send you a temporary replacement Equipment for specific Services).

(c) we (or our subcontractors) will inspect the Equipment and if we reasonably conclude that the Equipment is not faulty, then we may return the Equipment to you and you will be responsible, at our reasonable discretion, for: (i) the costs of inspecting the Equipment; (ii) any postal charges we incur in receiving and resending the Equipment to you; and (iii) the cost of providing you with a temporary replacement and refurbishing it after your use;

**18.2** If we send an engineer to your Premises to check any faulty Equipment you may be responsible for the engineer call out Charge whether the Equipment is within its warranty period or not depending on the Equipment warranty terms and the terms of this Agreement.

**18.3** In the event that your Equipment becomes faulty outside its warranty period you will be responsible for any fees connected to the repair of the Equipment or to replacing it.

**18.4** Neither we nor the manufacturer accepts liability for any damages to the Equipment caused by you or by third parties even within the applicable warranty period.

## **19. Allocation and Number Portability**

**19.1** We will use reasonable endeavours to provide number portability to you, as soon as reasonably practicable and on reasonable terms, when you request so and provided that:

(a) there are no technical or physical reasons preventing the portability of the number(s) requested by you; and

(b) you undertake to pay our Charges for such number portability if applicable;

**19.2** If you sign up to the Phone Services or VoIP (Cloud Phone) Services and you request to transfer your number from another telephone provider, we will use reasonable endeavours to do this if reasonably practicable and provided that your Existing Provider agrees to release the number. If it is not reasonably practicable, we will provide you with a new number(s).

**19.3** Any telephone numbers allocated to you by us (if any) do not belong to you. You accept that you do not acquire any rights whatsoever in such telephone numbers and you must make no attempt to apply for registration of the same as a trademark, service mark, or domain name whether on its own or in conjunction with some other words or trading style. You are not entitled to sell or agree to transfer to a third party any telephone number allocated to you by us.

**19.4.** You may rent from us silver or gold numbers for a monthly fee (i.e. memorable or easy-to-remember numbers for business use). Separate terms may also apply to the use of such numbers. You will only be able to port these numbers when you move to another

supplier if you agree to pay the Charges for gold or silver number porting, specified in the Schedule of Charges.

## **20. Access to your Premises**

**20.1** To enable us to carry out our obligations under the Agreement, you must provide our representatives and suppliers, agents or subcontractors with access to your Premises at all reasonable times, including without limitation access for the purposes of installation, inspection, maintenance, replacement, upgrade or removal of any part of a Service including a phone line, an internet access connection and any Equipment associated with it (including but not limited to the Equipment).

**20.2** We or our suppliers, agents or subcontractors will comply with the reasonable policies or regulations applicable in the Premises provided that you notify us in writing of such policies and regulations reasonably in advance.

**20.3** You shall provide a safe and suitable working environment for our employees, agents, suppliers or subcontractors at the Premises at all times. You shall inform them in advance of any health and safety policies applicable on the Premises.

## **21. Moving Address**

**21.1** We will provide the Services at the Premises you specify when you order these Services.

**21.2** If you move to another address within our service area, you may ask us to provide the Services to your new address (and you must give us 30 days prior notice before the move). We cannot guarantee that we will be able to provide you with the Services at your new address. We will carry out a Service check in your new address.

**21.3** If you move to another address before the end of any applicable Commitment Period, Cancellation Charges may apply to you unless you agree to keep receiving our Services at your new address and we agree, and are able, to provide these Services in your new address.

**21.4** If we agree to provide the Services to your new address, you may have to pay a service transfer Charge as specified in our Schedule of Charges.

**21.5** Where required, we will send you a new contract for the Services that we will provide to you in your new address and your Charges will be adjusted accordingly.

**21.6** You may not be able to keep your phone number if you move to a new address.

## **22. Email Services**

**22.1** On your request, we will provide you with a domain name and email Service. The email Service may come with a standard mailbox size which cannot be increased and is subject to our Fair Use and Acceptable Use Policy. When the relevant Service or the Agreement is terminated, the email Service will also terminate and any information stored in the email Service will be erased.

**22.2** You agree to use the email Service in accordance with our instructions, with terms of this Agreement and with our Fair Use and Acceptable Use Policy, as applicable.

**22.3** Except for IP addresses expressly registered in your name, all IP addresses and domain names made available with a Service will at all times remain our (or our suppliers') property and are non-transferable.

**22.4** All of your rights to use IP addresses or domain names will cease on termination or expiration of the relevant Service.

**22.5** You warrant that you are the owner of, or are authorised by the owner of, the trademark or name that you wish to use as a domain name.

### **23. Suspension of the Services**

**23.1** We may suspend or restrict any of the Services (without being liable to compensate you):

- (a) in the event of a local or national emergency;
- (b) to comply with a request from a government or other competent authority;
- (c) to protect or provide services to rescue or other essential services or otherwise;
- (d) to maintain the quality of our Services and/or those of our suppliers;
- (e) if you fail to pay any amount due to us;
- (f) if your credit limit is exceeded;
- (g) if your direct debit (or your recurrent credit or debit card) instruction is refused or cancelled;
- (h) if an event affecting our ability to provide the Services occurs which is beyond our reasonable control;
- (i) if we have good reason to suspect fraudulent activity or misuse of our Services, the Equipment or any other materials;
- (j) if you do anything (or allow anything to be done) which we think (acting reasonably) may damage or affect the operation of any of the networks;
- (k) if we reasonably believe that any of the Services we provide to you are being used in breach of the Agreement (this applies even if you are unaware that the relevant Service is being used in such a way);
- (l) if you cease to do business; or have bankruptcy or insolvency proceedings brought against you; or make an arrangement with your creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of your assets; or you go into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law; or
- (m) if in our reasonable opinion it is necessary to do so.

**23.2** We may suspend the Services including during scheduled periods of downtime where necessary for operational reasons (connected to us or to our suppliers) such as repair, maintenance or improvement of the Services (or Software connected to the Services) or because of an emergency. We will restore the Services as soon as we reasonably can after suspension.

**23.3** In case of suspension or restriction of a Service as described in this Clause 23 above, you will still be liable for all recurrent Charges due during any period of suspension for the affected Service. However, if you are unable to use all of the Services because:

- (a) there is a technical failure in our networks;
- (b) our network is being tested, modified, or maintained;
- (c) access is denied to us by our suppliers; or
- (d) we default in the substantive performance of our material obligations under this Agreement,

you may be entitled to receive a credit against your fixed monthly Charges, as specified in our Compensation Scheme Schedule which will represent that part of the fixed Charges relating to the period of suspension.

## **24. Termination**

**24.1** In the event that the Agreement or a Service is terminated by you (or is terminated by us due to your breach of the Agreement) before the end of any relevant Commitment Term you shall:

- (a) pay our then current Charges for any Equipment provided to you free of charge (or, where applicable, an amount equivalent to any subsidy provided by us to you for your purchase of any Equipment) or, if we request so, return the Equipment to us following our instructions and you will be responsible for postal charges for the return (unless we say otherwise in writing); and
- (b) pay the relevant Cancellation Fee; and
- (c) pay back any promotional credits or subsidies applied to your account.

**24.2** You shall be entitled to terminate any Service any time after the end of the relevant Commitment Period by giving us at least 30 days' written notice.

**24.3** In the event that you terminate the Agreement, any Service Schedule will automatically terminate.

**24.4** You shall be entitled to terminate the Agreement immediately without being liable to pay the amounts specified in Clause 24.1 above if:

- (a) we breach a material term of this Agreement which, after your written notice to us, we have not rectified within 30 days;

(b) we are no longer able to provide a Service covered under the Agreement: you will only be entitled to terminate the Agreement only as it relates to the affected Service (and the Agreement will remain in place for the rest of the Services).

(c) you give us notice to end the Agreement in accordance with Clause 32.1 below;

(d) we are not able to provide you with the Services because we cease to do business, unless a suitable supplier takes over the provision of the Services and agrees to keep providing the Services in similar terms as the terms of this Agreement; or

(e) we are in breach of a material term of the Agreement and we have:

(i) bankruptcy or insolvency proceedings brought against us; or

(ii) make an arrangement with our creditors (other than where solely for solvent amalgamation or solvent reconstruction); or

(iii) a receiver, administrative receiver or administrator is appointed over any of our assets; or (iv) we go into liquidation; or

(v) a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or

(vi) there is a corresponding event under Scottish law. You shall not be entitled to terminate the Agreement under this Clause 24.4(e), if we keep providing the Services to you in accordance with the Agreement.

**24.5** You shall not be entitled to terminate the Agreement, if:

(a) a variation in the Agreement is imposed by law or by a governmental or regulatory authority;

(b) we increase our Charges in line with VAT (or any other directly and specifically applicable taxation or regulatory levy, payment of which is compulsory).

(c) we increase our Charges, or pass on to you price increases from our third party suppliers in a way permitted under any Applicable Law; or

(d) we undertake any changes in the Agreement that are Non-detrimental to you or are directly imposed by Applicable Law as described in Clause 32 below.

**24.6** We shall be entitled to terminate this Agreement (or any of the Service Schedules) at any time for convenience by giving you at least 30 days' written notice.

**24.7** We shall be entitled to terminate all or part of the Agreement immediately (and you will have to pay us Cancellation Charges for early termination) if:

(a) you do anything (or allow a third party to do anything) which we reasonably believe it could materially damage or affect the operation of our network (or our suppliers' or other third party networks);

(b) you have:

(i) bankruptcy or insolvency proceedings brought against you; or

- (ii) make an arrangement with your creditors (other than where solely for solvent amalgamation or solvent reconstruction); or
- (iii) a receiver, administrative receiver or administrator is appointed over any of your assets; or
- (iv) you go into liquidation; or
- (v) a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or
- (vi) there is a corresponding event under Scottish law.

(c) you breach a term of this Agreement which, after we give written notice to you, you have not rectified the breach within 30 days;

(d) you breach a term of this Agreement and the breach cannot be cured; or

(e) you are in default of any of your payment obligations under the Agreement.

**24.8** In the event that we or you terminate a Service, Clause 25 (Effects of Termination) below shall apply as it relates to the terminated Service and the rest of the Agreement will remain in force as it relates to the Services not affected by this termination.

## **25. Effects of Termination**

**25.1** On termination of the Agreement:

(a) all the Services shall be terminated;

(b) any licence granted to you by us or by our licensors shall immediately cease, and you must immediately stop using the Services;

(c) you will immediately pay any outstanding invoices and interests. In respect of Services supplied for which no invoice has been submitted, we may submit an invoice, which shall be payable by you immediately on receipt. Where a Service is terminated by us, as a result of your breach of this Agreement, or by you for convenience, Charges (or any portion thereof) that are invoiced in advance will not be refunded. We will refund any money owed to you, and return to you the balance of any amounts held on deposit on behalf of you, after first deducting any amounts you owe to us under this Agreement or under any other agreement that we have with you;

(d) we may charge you a Cancellation Fee.

(e) we may require you to return the relevant Equipment at your own cost if the Agreement (or the relevant Service) is terminated or the relevant Service period expires. If you do not return the Equipment in good working condition (reasonable wear and tear expected) or do not return the Equipment at all, then you may be charged for the Equipment at our then current Charges (or if these Charges are not specified, you shall pay to us an amount equal to the full market replacement value of the Equipment); and

(f) unless the Agreement or a relevant Service Schedule states otherwise, we may delete all your Content and customer data (including any emails stored on the relevant Services). You are responsible for arranging a back-up of such Content and data.

**25.2** Save as expressly set out in this Agreement, termination of this Agreement shall be without prejudice to any other rights or remedies a Party may be entitled to under this Agreement or at law and shall not affect any statutory or accrued rights or liabilities of either Party. The termination of this Agreement for whatever cause shall not affect any provision of this Agreement which is expressed or by implication intended to survive or operate in the event of termination of this Agreement including but not limited to Clauses: 12 (Charges), 15 (Payment Terms), 27 (Liability), 28 (Warranties and Representations) and 34 (General Provisions) of the Agreement.

## **26. Complaints**

**26.1** We make every effort to ensure that our customers are happy with the level of service they receive from us. However, despite our best efforts, things can go wrong. We take customer complaints very seriously and aim to resolve them quickly and efficiently. If you have a complaint about any part of our Services, please contact our customer service team [complaints@bonline.com](mailto:complaints@bonline.com) or refer to our complaints handling code posted on our Website <https://www.bonline.com/wp-content/uploads/2024/06/Complaints-Handling-Code-Apr-2024.pdf>. You can also request a copy from our customer service team. If you are a Small Business Customer, you may refer the complaint to ADR as specified in our code.

## **27. Liability**

**27.1** Nothing in this Agreement shall exclude or restrict a Party's liability for matters which cannot by law be excluded or restricted. Nothing in this Agreement limits or excludes your liability to pay the Charges (or any amount owed by you under this Agreement) or each Party's liability for: (i) death or personal injury resulting from negligence of that Party; (ii) fraud or fraudulent misrepresentation; or (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or (iv) any other liability which cannot be limited or excluded by Applicable Laws. However, nothing in this Clause gives a Party any right or remedy which it would not otherwise have.

**27.2** Subject to Clause 27.1, we shall not be liable under, or in connection with, the Agreement for:

- (a) loss of income;
- (b) loss of business profits or contracts;
- (c) business interruption;
- (d) loss of the use of money or anticipated savings;
- (e) loss of information;
- (f) loss of opportunity, goodwill or reputation;
- (g) loss of, damage to or corruption of data;

- (h) any loss or damage that is not foreseeable by us;
- (i) cost of procurement of substitute goods or services; or
- (j) any indirect, special or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise or, whether any such losses could be reasonably foreseen by us or not or if even if we have been advised of the possibility of such damages.

Each of the Sub-clauses 27.2(a) to 27.2(j) shall be deemed to be independent of the others.

**27.3** Subject to Clause 27.1, our entire liability to you in contract, tort (including negligence) or otherwise arising out of or in connection with this Agreement shall, for any one incident or series of related or unrelated incidents within a period of 12 months, be limited to the annual Charges paid by you to us in the 12 months immediately prior to the relevant incident(s) (or if the Agreement was in force for less than 12 months when the liability arose, the Charges paid by you from the Commencement Date to such date).

**27.4** We shall have no liability to you in respect of any fraud perpetrated by you or any third party.

**27.5** You acknowledge and accept that our directors, employees, members of staff, agents, sub-contractors, licensors, and suppliers shall have the benefit of the limits and exclusions of liability set out in this Clause 27 including without limitation in terms of the Contracts (Rights of Third Parties) Act 1999.

**27.6** We will not be liable if we fail to comply with any obligation under the Agreement due to:

- (a) your delay or failure to comply with your obligations under the Agreement, in which case you will pay us for any reasonable costs we incur as a result of your delay or failure;
- (b) action or omissions of third parties, other than our Affiliates or subcontractors; or
- (c) Force Majeure events affecting us or our suppliers.

**27.7** Both You and us agree to mitigate any losses suffered as a result of the other party's failure to comply with the Agreement.

## **28. Warranties and Representations**

**28.1** The express provisions of this Agreement are in place of all representations, warranties, conditions or other terms of any kind, whether oral or written, express or implied, and whether arising by statute, common law, custom, trade usage, course of dealings or otherwise (including, without limitation, implied undertakings of satisfactory quality and reasonable fitness for purpose), all of which are excluded hereby by us to the maximum extent permitted by law.

**28.2** In particular, but without prejudice to the generality of this Clause 29, you acknowledge and accept that:

- (a) we do not warrant that the Services will be available to you error-free, at any particular time or continuously;

(b) the quality and coverage of the Services depends on both the telecommunications network to which you are connected and also on other telecommunications networks to which the person you are interacting with is connected. The Services might be adversely affected by circumstances beyond our control. We are not responsible for any loss of or disruption to the Services due to failure of a carrier network, broadband provider or internet service provider, to the maximum extent permitted by law;

(c) we are not and cannot be aware of the extent of any potential loss you or your end users may suffer resulting from a Service failure;

(d) the Services have not been designed to meet yours or your end users' individual requirements and cannot be tested in any operating environment; and

(e) it is your responsibility to ensure the Services meet yours and your end users' requirements and are compatible with your systems and software (and the systems and software used by our end users).

**28.3** While certain precautions have been taken to detect computer viruses and ensure security in line with industry practice, we do not warrant that our Services are virus-free and secure. To the maximum extent permitted by law, we shall not be liable for any loss or damage which occurs as a result of any virus or breach of security.

**28.4** We do not warrant that our Services will be compatible with your computer systems, software and/or hardware.

**28.5** You warrant to us that:

(a) you have the authority to enter into this Agreement; and

(b) you will comply with any legal and regulatory requirements, instructions and guidelines applicable to the Services provided under this Agreement or applicable to you (and you warrant that you will have in place any necessary licenses, display any notices and obtain permissions, which are required in connection with this Agreement).

## **29. Monitoring and Recording Calls and Data Protection**

**29.1** For the purposes of this Agreement, the terms "Personal Data", "Controller", "Processor", "process" or "processing", "Personal Data Breach" and "Data Subject" have the meanings ascribed to them in the Data Protection Laws.

**29.2** We may monitor and record support calls relating to the provision of our Services (including but not limited to our customer support services) and telesales. We do this for providing the Services to you, for training purposes and to improve the quality of our services.

**29.3** We may contact you before, during and after the term of this Agreement in order to administer, evaluate, develop and maintain our Services.

**29.4** We operate in accordance with Data Protection Laws and with our 'Privacy Policy' available on our Website at [www.bonline.com](http://www.bonline.com).

**29.5** You are also required to comply with Data Protection Laws. In addition, you must maintain all required registrations, including those reasonably requested by us to enable us to process Personal Data in connection with this Agreement. Furthermore, when you share Personal Data with us you warrant that you do so in compliance with Data Protection Laws (and that you either obtained all necessary consents or other provided appropriate privacy notices and rely on alternative lawful bases, in accordance with Data Protection Laws).

**29.6** We will process Personal data as an independent Controller: (i) when we interact with you and your staff to provide the Services (for customer support or marketing purposes); (ii) to keep records of the Services provided and for invoicing; (iii) to maintain and improve our Services; (iv) when we perform our functions as an electronic communications provider (i.e., delivering and managing traffic data, informing you and your end users of any Service alerts, updates and suspensions); (v) to identify, prevent and deal with security threats or unlawful acts; (vi) to prevent money laundering and fraud and verify your or our end users' identity as required; and (vii) to comply with all Applicable Law. For instance, we may provide information relating to you (or your end users) use of the Service, to authorities, regulators and law enforcement agencies, if we are legally required to do so.

**29.7** You shall fully and promptly cooperate to enable us to: (i) deal with any requests for information relating to the Personal Data processed under this Agreement or any regulatory investigation; and (ii) deal with any Personal Data Breach expeditiously in accordance with Data Protection Laws.

**29.8** If and when we process Personal Data on your behalf as a Processor, we will agree with your specific compliant Controller to Processor terms which shall be attached to this Agreement as a new Schedule.

### **30. Voicemail**

**30.1** When we provide a voicemail services, or other such ancillary services, all of the customer data, including all recordings, will be deleted on or after the effective date of termination or cancellation. In the event that your (or an end user) account is terminated (whether by you or due to termination of the Service), the customer data associated with your account and related ancillary services will be deleted.

**30.2** Unless we agree otherwise with you in writing, each voicemail message recorded by bOnline shall be retained for a minimum of 30 days from the date the message was recorded except where you delete the recording. bOnline retains the right to purge all voicemail messages after this minimum retention period.

**30.3** There are laws in the United Kingdom governing call recording and call monitoring. You should obtain your own legal advice as to whether you are permitted to record telephone calls, and if so, what notification you are required to include on the call and what consent you must obtain.

**30.4** Any other call recording Services other than standard end user voice mail service are covered in the VoIP Add-Ons Services Schedule.

### **31. Variations**

**31.1** We may vary the terms of this Agreement and update the Charges from time to time. In the event that we make changes to this Agreement, other than changes which are Non-detrimental to you or are directly imposed by Applicable Law, you will be entitled to terminate this Agreement within 30 days of us notifying you of such changes (provided you pay all Charges for the Services we provide during the 30 days' notice period). In order to ensure continuity, time will be of the essence for your notice to be received by us and if we have not received your notice within that time, you will be bound by the terms of this Agreement as varied.

**31.2** Subject to Clause 32.1 above, we shall be entitled to notify you of any variations of the terms of this Agreement or updates our Charges, by email, by post, through a notice in our invoices, or through your bOnline account. We may also publish amendments or changes to Charges by posting our updated Agreement or Schedule of Charges on our Website at [www.bonline.com](http://www.bonline.com).

**31.3** Unless we give you our prior consent in writing, you shall not be entitled to make any variations to this Agreement.

**31.4** The termination right specified in Clause 31.1 above shall not apply to:

(a) changes to this Agreement that are Non-detrimental to you or are directly imposed by Applicable; or

(b) Charges variations (unless such variations are not in line with Clause 12 above). For instance, we may increase our Charges when one or more of our partners (including our roaming partners), increase their wholesale prices, provided we only increase the Chargers (e.g., the roaming related Charges) by the same amount as the wholesale prices increase. Clause 31.1 above shall not apply to these increases.

## **32. Force Majeure**

**32.1** Neither Party will be liable to the other for any failure to deliver the Services or for any breach by it of this Agreement, where such failure or breach is due to a reason outside the reasonable control of such Party, including, but not limited to any act of God, reduction or failure of power supply, reductions or failures of other telecommunication operators, internet providers or communication suppliers, physical obstructions, atmospheric conditions and other causes of radio interference, acts or omissions of national or local government authority, war, act of terrorism, military operation, riot or delay, employee dispute, or supply of equipment by third parties ("Force Majeure").

**32.2** If such failure to deliver continues for more than 3 months after the commencement of such failure, then either Party may terminate this Agreement on notice in writing to the other Party.

## **33. The Direct Debit Guarantee**

**33.1** This guarantee is offered by all banks and building societies that take part in the direct debit scheme.

**33.2** The efficiency and security of the Scheme is monitored and protected by your own bank or building society.

**33.3** If the amounts to be paid or the payment dates change we will notify you 10 Working Days in advance of your account being debited or as otherwise agreed.

**33.4** If an error is made by us or your bank or building society, you are guaranteed a full and immediate refund from your branch of the amount paid.

**33.5** If you receive a refund you are not entitled to, you must pay it back immediately when we ask you to.

**33.6** You can cancel a direct debit at any time by writing to your bank or building Society. Please also send a copy of your letter to us.

#### **34. General Provisions**

**34.1** This Agreement represents the entire agreement between the Parties in relation to its subject matter and supersedes all agreements and representations made by either Party, whether oral or written. Your own standard terms are not part of the Agreement even if you provided them to us before signing the Agreement, or if you send them to us or refer to them in your Order.

**34.2** The Parties acknowledge and agree that:

(a) the Parties have not been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and

(b) in connection with this Agreement the Parties' only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Agreement and that all other rights and remedies are excluded, except in the case of fraud.

**34.3** The Parties do not intend that this Agreement be enforceable by any person not a Party to this Agreement including under the General Terms (Rights of Third Parties) Act 1999 with the only exception of Clause 27 and Clause 28 above which will also be enforceable by our directors, employees, members of staff, agents, sub-contractors, licensors, and suppliers. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

**34.4** This Agreement is personal to you and you shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under this Agreement.

**34.5** We may at any time assign, transfer, novate, mortgage, charge or deal in any other manner with any or all of our rights and obligations under this Agreement, including but not limited partial assignment. We may sub-contract any of our obligations under this Agreement. We can novate this Agreement or a Service to any of our Affiliates by giving you notice, in which case, all our rights, responsibilities and liabilities in relation to the Agreement or the relevant Service will transfer to our Affiliate.

**34.6** If any provision or part-provision of this 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 to give effect to the commercial intention of the Parties. Notwithstanding the foregoing, if any part, term or provision of this Agreement is held to be

illegal or unenforceable the validity or enforceability of the remainder of this Agreement will not be affected.

**34.7** No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the 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.

**34.8** This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England.

**34.9** The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**34.10** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party.

**34.11** Each Party affirms and represents that it is acting on its own behalf and not for the benefit of any other person.

**34.12** Any notices sent by you to us must be sent by email to [customerservice@bOnline.com](mailto:customerservice@bOnline.com), or by post or recorded delivery to our address above, must quote your account number and shall not be effective until received by us. Notices sent by us to you may be sent:

(a) by hand, post or by recorded delivery to your billing address specified on our Confirmation Email or your Order or to your registered office; or

(b) by InMail through your bOnline account or by email to your email address specified in your Order or our Confirmation Email or as otherwise notified to us in writing; or

(c) by posting information on our Website. Notices given by hand shall be deemed given the same Working Day. Notices given by post shall be deemed to have been received 2 Working Days from the date of posting. Notices given by recorded delivery shall be deemed given on the date and at the time of signature of the delivery receipt. Any communication by email or InMail shall be deemed to have been made on the Working Day on which the notice is first stored in the recipient's electronic mailbox or the Customer's bOnline account. To be effective, written notice of any material breach, must prominently state that the correspondence is a formal notice of breach, and a copy of the notice must be sent via pre-paid recorded delivery or registered post.

## **35 Compensation**

**35.1** You may make a claim for compensation in accordance this Clause 35 for the amounts specified in our "Business Compensation Scheme Schedule available at [www.bonline.com](http://www.bonline.com) ("Compensation").

**35.2** The Compensation applies to our Phone Services, VoIP (Cloud Phone) Services Broadband Services as specified in the Business Compensation Scheme Schedule.

**35.3** However, we will not provide Compensation for interruptions or delays caused by:

(a) Force Majeure events;

(b) Scheduled maintenance or upgrades, provided we notified in accordance with the Agreement, if applicable; or

(c) Issues caused by you, your end users or subcontractors in breach of your obligations under the Agreement, in which case we will be entitled to charge you in accordance with our Schedule of Charges (plus our reasonable costs) for rectifying the Service Failure. For instance:

(i) If we are unable to contact you or obtain clear or timely instructions from you; (ii) If we need to access your Premises and you do not allow us or we cannot access them for any other reasons not attributable to us; (iii) You cancel a support service ticket before we rectify the service failure; or

(iv) If the Service failure is due to another Service we provide to you not covered by this Clause 35 and you receive separate compensation from us.

**35.4** This Clause will not apply when we port 25 numbers or more in connection with a Mobile Service.

**35.5** We will not provide Compensation during any trial period.

**35.6** Claims Process

(a) You must submit a claim for Compensation within 30 days of the event entitling you to Compensation under this Clause 35.

(b) We will review all claims promptly and provide a response within 14 days of receipt.

(c) If we conclude that you are entitled for compensation, we will add credit on your account within 30 days of the claim being approved and such credit will be applied against future invoices.

## **Schedule 1 – Phone Services Schedule**

This Service Schedule for Phone Services is made by and between bOnline and you and is part of your Agreement with us.

In the event of any conflict or ambiguity between this Service Schedule and the General Business Terms, this Service Schedule will take precedence.

Capitalised terms not defined herein shall have the meaning ascribed to them in Schedule 6 (Definitions & Interpretation).

We do not give any warranties as to the compatibility of the Service with Your computers, systems, software and/or hardware.

## **1. Definitions**

“Phone Services” has the meaning specified in paragraph 2 of this Service Schedule; and

“Service Start Date” means the date you are able to start making and receiving calls or otherwise using our Phone Services.

## **2. Description of the Phone Services**

**2.1** The Services covered by this Service Schedule comprise:

- (a) the installation or takeover and rental of a fixed telephone line;
  - (b) the facility to make or receive telephone calls;
  - (c) any one of a range of call price plans that enable you to make discounted telephone calls;
  - (d) any other facilities such as caller ID display that we agree to give you;
  - (e) one phone number for each fixed telephone line that you rent from us, which will be published (with your business details) in BT™ directories free of charge and will be available on directory enquiries services, unless you tell us not to;
  - (f) access to the emergency services and provision of caller location information from your telephone line; and
  - (g) any other fixed line phone related services that we agree to provide to you under this Service Schedule (which expressly excludes our Broadband Services and our VoIP (Cloud Phone) Services).
- (collectively referred to as the “Phone Services”).

## **3. Service Start Date**

**3.1** The Service starts on the Service Start Date.

**3.2** For new line installations, we will agree a date with you for installation. If you cancel any appointment for the installation of your Service after 12.00 noon on the day before we agree to install your telephone line, you will be liable to pay a missed appointment Charge at our then current Charges which are available on our Schedule of Charges at [www.bonline.com](http://www.bonline.com).

**3.3** For line transfers, we will normally transfer the line within the Transfer Period. The time taken to port numbers from other networks varies and sometimes it may not be possible or reasonably practicable. If this happens, we will provide you with a new number(s).

#### **4. Commitment Period**

**4.1** The Phone Service will have the Initial Fixed Term agreed with you, and specified in your Confirmation Email (usually 12, 24 or 36 months).

**4.2** If you terminate this Service Schedule before the end of the Initial Fixed Term, or a Renewal Term, (or we terminate it due to your breach of the Agreement), we will Charge you a Cancellation Fee. Our current Cancellation Fees are available on our Schedule of Charges at [www.bonline.com](http://www.bonline.com)

#### **5. Charges**

**5.1** bOnline charges you for using the Phone Services covered by this Agreement. The Charges applicable to the Phone Services are described in this paragraph 5 and in Clause 12 (Charges) of our General Business Terms. You agree to pay and are responsible for paying the Charges for the Phone Services or for any Equipment you rent or purchase.

**5.2** Charges for the Phone Services will be incorporated into your monthly bOnline invoice.

**5.3** Unlimited local & national inclusive call price plans are available to businesses only customers.

**5.4** The inclusive minute allowances specified in your call price plans will be deducted in one minute increments (with any part minutes rounded up to the nearest minute).

**5.5** Call Charges for calls outside of your inclusive minute allowances will then be rounded up to the nearest whole penny and will be charged to you at our then current rates specified in our Rate Card or Schedule of Charges. In addition, a per call connection Charge will apply.

**5.6** All unlimited plans connected to our Phone Services are subject to our Fair Use and Acceptable Use Policy .

**5.7** In the event that you exceed the limits included in our Fair and Acceptable Use Policy:

(a) we will charge you our then current call Charges for the exceeding minutes in accordance with paragraph 5.6 of this Service Schedule; and

(b) we reserve the right to switch you to a more appropriate tariff or call price plan at any time, to suspend the Phone Services or to terminate this Agreement with immediate effect.

## **5.8 Access to Emergency Services**

(a) The Phone Service provides the ability for your end users to call the emergency services by dialling “999” or “112” and provides caller location information.

(b) You acknowledge that: (i) you will provide us with accurate information and keep us updated of any changes; (ii) if you choose to bar outgoing calls, end users will not be able to call the emergency services; and (iii) it is your responsibility to provide the ability for end users to call the emergency services.

(c) If you wish to port number(s) to us for the Phone Service, you will: (i) provide us with full and accurate information of the number(s) to be ported; (ii) if it is technically feasible, we or our suppliers will provide you with the date when your existing number will be ported and our Phone Service will be available to you on that number.

## **Schedule 2 – Broadband Services Schedule**

This Service Schedule for Broadband Services is made by and between bOnline and you and is part of your Agreement with us.

In the event of any conflict or ambiguity between this Service Schedule and the General Business Terms, this Service Schedule will take precedence.

Capitalised terms not defined herein shall have the meaning ascribed to them in Schedule 6 (definitions & interpretation).

### **1. Definitions**

“Broadband Services” has the meaning specified in paragraph 2 of this Service Schedule;

“Service Start Date” means the date you are able to start using your internet connection.

### **2. Service Description**

**2.1** The “Broadband Service” consist of: (i) the provision of high speed access to the internet in the United Kingdom available in a range of options and speeds and delivered using traditional copper wiring, fibre optic cabling or a combination of both (depending on your geographical area); and (ii) a range of other internet services, such as computer security or backup services and email as described in our Confirmation Email.

### **3. When the Service Starts**

**3.1** The Service starts on the Service Start Date.

**3.2** For new line installations, we will agree a date with you for installation. If you cancel any appointment for the installation of your Service after 12.00 pm on the day before we agree to install your line, you will be liable to pay a missed appointment Charge at our then current Charges which are available on our Website at [www.bonline.com](http://www.bonline.com).

## **4. Commitment Period**

**4.1** The Broadband Service will have the Initial Fixed Term agreed with you, and specified in your Confirmation Email (usually 12 or 24 months).

**4.2** If you terminate this Service Schedule before the end of the Initial Fixed Term, or a Renewal Term, (or we terminate it due to your breach of the Agreement), we will Charge you a Cancellation Fee. Our current Cancellation Fees are available on our Schedule of Charges at [www.bonline.com](http://www.bonline.com).

## **5. Our Provision of the Services**

**5.1** We will provide the Broadband Services to you, which will include (if purchased) security services or backup services, with reasonable skill and care and in accordance with the provisions of this Agreement. We can only provide services in areas of the United Kingdom in which we, or our suppliers, are technically able to offer Broadband services from time to time.

**5.2** In order to use the Broadband Services, you need an existing analogue telephone line on the Openreach™ (or other applicable network provider's) network, unless you order full fibre. You must also ensure that compatible cables and extension leads are used to and from your telephone socket, router or modem, and PC in order to use the Broadband Service. You acknowledge that we are dependant upon certain third parties to install and provide the Broadband Services to you. You also acknowledge and affirm that there may be technical limits that prevent us from delivering an operational service to you.

**5.3** It is your duty to cancel any other broadband service supplied by another company through the telephone landline or cable that you wish to use to receive our Broadband Service and your telephone landline or cable at your location must be clear of your former supplier's broadband service.

**5.4** If you have purchased a computer security service from us, you must uninstall any other computer security services from your computer.

**5.5** We do not undertake to provide a fault free service.

**5.6** Routers purchased directly from bOnline will receive technical support within their warranty period. Technical support for modems or routers acquired from any other source is therefore the responsibility of the manufacturer.

**5.7** If you currently receive a broadband service from an alternative supplier, you are responsible for any contractual agreement you have with them and any liabilities you may incur for terminating your current agreement.

**5.8** In using our Broadband Service, you agree to comply with our Fair Use and Acceptable Use Policy which is available on our Website at [www.bonline.com](http://www.bonline.com).

**5.9** Before the Service Start Date, we will provide you with an estimate of upload and download speed ranges that apply to your Broadband Service (explaining the factors that may affect the speed) and the minimum guaranteed download speed that you may expect for this Service.

**5.10** If, after 10 days from your Service Start Date, the line speed for any particular Broadband Service we provide to you is regularly below the minimum guaranteed download speed, you may report it to our support team.

**5.11** If the Broadband Service speed is continuously or intermittently below the minimum guaranteed download speed for three consecutive days after your report it to us and we are not able to fix the issue within 30 days from when you first reported it to us, you may terminate the affected Broadband Service and any other Service that depends on this Broadband Service, or bundled to it, with immediate effect within 30 days.

**5.12** If you exercise your right to terminate under Paragraph 5.8, you will not be liable to pay any of the Cancellation Charges but, unless you purchased the Equipment, we may request you return the Equipment at your own costs in accordance with our instructions.

## **6. Charges**

**6.1** bOnline charges you for using the Broadband Services covered by this Agreement. The Charges applicable to the Broadband Services will be the:

(i) Charges that we confirm to you in our Confirmation Email;

(ii) the Charges that we describe in this paragraph 6; and (iii) the Charges that we describe in Clause 12 (Charges) of the General Business Terms as applicable.

**6.2** You agree to pay and are responsible for paying the Charges for the Broadband Services or for any Equipment you purchase from us.

**6.3** In the event that we have agreed to provide you with a bundle for Phone and Broadband Services and you transfer to other supplier, or terminate, all telephone lines covered by the bundle, we will automatically apply to you our then current Charges for any remaining Services.

**6.4** We will apply a monthly Charge, specified in our Schedule of Charges which is available on our Website at [www.bonline.com](http://www.bonline.com), if your telephone line is incompatible with our Next Generation Network or if the telephone exchange that serves your telephone line has not been upgraded to support our Next Generation Network.

## **7. Repairs to your Broadband Services**

**7.1** Repairs to the Broadband services are regulated by Clause 17 of the General Business Terms.

## **8. Installation of the Broadband Service**

**8.1** We may ask you to install the Equipment yourself, following our instructions, if the installation is straight forward, in which case we will dispatch the Equipment to you. You must install it promptly to enable your access to the Broadband Service. Our customer

support team will give you remote assistance on request if you experience any issues during the installation.

**8.2** If you request us to install the Equipment, or we consider we need to install it for you:

(a) we will ask you to book an appointment with us for installation and configuration of the Broadband Service at your Premises in a Working Day;

(b) you will provide us with access to your Premises for the appointment (s);

(c) we may send you the Equipment in advance in which case and you must ensure the Equipment is available at the time of the appointment;

(d) the installation of some Broadband Services may require us to carry out an onsite visit to the Premises to inspect them or carry out external works, in which case we will contact you to book an appointment.

#### Full Fibre Services and Installation

**8.3** We may require you to provide full and accurate information, before full fibre installation engineer appointment (by way of a full fibre installation form or otherwise) which you shall provide timely.

**8.4** If, after receiving your information or an engineer visit to your Premises, we consider that the full fibre installation requires extra works and/or Charges not included in your Order, we will:

(a) update the Order and the Confirmation Email, as required, and require your approval; or

(b) we let you know if is not feasible to carry out the installation.

**8.5** If you do not approve the revised Order and or Confirmation Email, or we reasonably conclude that it is not feasible to carry out the installation, we will cancel the Order without incurring any liability to you.

**8.6** We will not be responsible for delay in the installation if our engineers find issues not included in the information you provided, in which case paragraphs 8.4 and 8.5 above will apply.

**8.7** Full fibre Installation:

(a) includes running a fibre optic cable from the street port to your Premises (in case such cable is not already installed). This cable may be tacked against walls and skirting boards, may be on both inside and outside walls, and will end in a wall-mounted box.

(b) includes installing up to three pieces of Equipment as specified in the Confirmation Email.

**8.8** If cable installation is required, you confirm you have the right, or otherwise have obtained permission to install, keep installed and maintain the necessary cable and equipment across the grounds of and within your Premises. If you are not the freeholder of the Premises it is your responsibility to obtain the freeholder's written agreement before installation and before the installation appointment.

**8.9** Your representative (who is over 18) will need to be at the Premises during the engineer visit and the engineer may ask your representative to sign, prior to installation, a wayleave agreement to allow the installation, keeping the installation and maintenance of the Equipment at the Premises. The engineers may need to carry out minor works to make the installation and our engineers will use reasonable endeavours to cause as little disruption and alterations as possible.

## **9. Access to Emergency Services**

The Broadband Service does not enable your end users to call the emergency services by dialling “999” or “112”. Please ensure you have alternative ways to cover this, including maintaining a Phone Service.

Furthermore, when we install full fibre in your Premises, unless you ask us to keep your copper landline as part of the Service, and we agree to do so, your landline phone services (if selected) will be provided over the internet instead of a traditional phone line. This means that if there is a power outage or you don't have any broadband connectivity, you won't be able to make or receive calls. This includes emergency calls. Please do not solely rely on the Service to make emergency calls. You acknowledge and accept that you will require another way to call the emergency services. We suggest you have a charged mobile device in order to make emergency calls in the event of a power or broadband connectivity outage.

## **Schedule 3 – VoIP (Cloud Phone) Services Schedule**

This Service Schedule for VoIP (Cloud Phone) phone system services is made by and between bOnline and you and is part of your Agreement with us.

This Agreement commences on the date that bOnline first accepts your Order by sending you a Confirmation Email.

In the event of any conflict or ambiguity between this Service Schedule and the General Business Terms, this Service Schedule will take precedence.

Capitalised terms not defined herein shall have the meaning ascribed to them in Schedule 6 (definitions & interpretation).

### **1. Definitions**

“VoIP (Cloud Phone) Services” has the meaning specified in paragraph 2 of this Service Schedule;

“Service Start Date” means the date you are able to start using your Cloud Phone Service.

### **2. Service Description**

The Services covered by this Service Schedule comprise:

- (a) the installation of an IP-based phone system;
- (b) the facility to make or receive telephone calls;

(c) any one of a range of call price plans that enable you to make discounted telephone calls;

(d) any other facilities included in your call plan. Add-ons such as Integrations (including CRM Integrations), auto attendant, caller ID display or automatic voice recording that are included in your plan, are provided in accordance with the VoIP Add-Ons Service Schedule and the details specified in your Order or the relevant Confirmation Email;

(e) one phone number for each line that you rent from us or any existing phone number that is ported to this phone system;

(f) access to the emergency services and provision of caller location information from your telephone line; and

(g) any other fixed line phone related services that we agree to provide to you under this Service Schedule (which expressly excludes our Phone Services and our Broadband Services).

### **3. When the Service Starts**

**3.1** The Service starts on the Service Start Date.

**3.2** Time is not of the essence for the Cloud Phone Services. We will try to provide the VoIP (Cloud Phone) Services by any date agreed with you, but any suggested date is an estimate.

### **4. Commitment Period**

**4.1** The Cloud Phone Service will have the Initial Fixed Term agreed with you and specified in your Confirmation Email (either monthly, 12 or 24 months).

**4.2** If you terminate this Service Schedule before the end of the Initial Fixed Term, or a Renewal Term, (or we terminate it due to your breach of the Agreement), we will Charge you a Cancellation Fee. Our current Cancellation Fees are available on our Schedule of Charges at [www.bonline.com](http://www.bonline.com).

**4.3** The Service is a business Service for use in the normal course of your business.

### **5. Our Provision of the Services**

**5.1** You agree to verify that the system is functioning and set up according to your requirements before using the Service. This includes checking after each change or amendment made to the Service by you or by our agents and staff. You agree to notify us immediately if notice an issue with the system or services.

**5.2** We shall not be liable to you for any loss or damage due to such changes or amendments or shortage of power supplies, acts or omissions of other communications providers, compliance with any regulation, law or court order, acts or omissions of local or central government or other competent authorities.

**5.3** We will provide the VoIP (Cloud Phone) Services to you, which will include (if rented or purchased) an IP-based telephone hardware, with reasonable skill and care and in accordance with the provisions of this Agreement. We can only provide the Service in areas of the United Kingdom in which we, or our suppliers, are technically able to offer VoIP (Cloud Phone) Services from time to time.

**5.4** In order to use the VoIP (Cloud Phone) Services, you need an existing broadband connection with minimum bandwidth requirements, unless we tell you otherwise in writing. You must also ensure that compatible cables and extension leads are used to and from your telephone socket, router or modem, and PC in order to use the VoIP (Cloud Phone) Services. You acknowledge that we are dependent upon certain third parties to install and provide the VoIP (Cloud Phone) Services to you. You also acknowledge and affirm that there may be technical limits that prevent us from delivering an operational service to you. We will endeavour to provide quality VoIP (Cloud Phone) Services to you but the quality of the Service will depend to a great extent on the quality of your broadband connection.

**5.5** We do not undertake to provide a fault free service. By signing up to the Service you understand and agree that the Service may not offer all of the features you may expect from a traditional phone line and may sometimes be unavailable as a result of things over which we have no control, for example, power disruptions and failures of your internet service provider (ISP) or broadband connection. You must maintain your broadband connection in order to use the Service. Your attention is specifically drawn to this Service Schedule, which describes the Service and any limitations.

**5.6** IP Phone hardware purchased or rented directly from bOnline will receive technical support within their warranty period. Technical support for IP phone hardware acquired from any other source is therefore the responsibility of the manufacturer.

**5.7** If you currently receive a VoIP (Cloud Phone) Services from an alternative supplier you are responsible for any contractual agreement you have with them and any liabilities you may incur for terminating your current agreement.

**5.8** In using our Cloud Phone Services, you agree to comply with our Fair Use and Acceptable Use Policy which is available on our Website at [www.bonline.com](http://www.bonline.com).

**5.9** If the Service is fully operational, 999/112 public emergency call services can be accessed from within England, Wales, Scotland and Northern Ireland. However, you understand and acknowledge that there may be some limitations as set out in the following paragraphs. If you use the Service outside England, Wales, Scotland and Northern Ireland you will not be able to call emergency services in the country where you are located. A line from another communications provider will be required to call emergency services outside England, Wales, Scotland and Northern Ireland. If there is a Service outage for any reason, such outage may prevent access to 999/112 dialling.

**5.10** You must register with us the primary physical location where you will be using the Service. Your initial location will be registered as a part of subscribing to the Service. It is your responsibility to maintain the accuracy of your location address if there are any changes. You can do this by emailing any changes to us at [voipcare@bonline.com](mailto:voipcare@bonline.com). If you do not update us with changes, it may or may not be possible for emergency operators and authorities to identify your location and phone number when you dial 999/112. Location information of your primary office as notified to us will only be provided to emergency services; extension information may not be provided to emergency services. When an end user dials 999/112 they will need to state their location and phone number promptly and clearly, as emergency operators and authorities may not have this information.

**5.11** Emergency operators and authorities may or may not be able to identify the caller's phone number in order to call them back if the call is unable to be completed, is dropped or disconnected, or if they are unable to speak to tell them because phone number and/or if the Service is not operational for any reason. Emergency operators and authorities may also not be able to hold the line open in the event the caller hangs up.

**5.12** You agree to inform all potential users of the Service of the above limitations and you understand and accept that you must always have an alternative means of accessing 999/112 emergency services (so if we suspend the Service your end users will still be able to dial 999).

**5.13** Number portability may be unavailable with the Service. If you wish to port your telephone number to us or your telephone number from us to another provider, you may not be able to keep your telephone number. For more information on transferring your telephone number away from us or to us, call our customer service team. We provide number portability for silver or gold telephone numbers for a porting fee, specified in our Schedule of Charges.

**5.14** If you port out your telephone number to another provider, the Service and this Agreement will not be cancelled and you will remain responsible for payment of all subscription Charges and other Charges under this Agreement for the remaining Commitment Period.

**5.15** The porting of a number that can be transferred to us may vary, depending on the service and the third-party providers that are porting the number to us. We will inform you about the porting completion date when we receive the information from such third party providers. The process starts with the customer completing a letter of authority (LOA) which authorises us to request a number transfer from your existing provider to us. The information on the LOA must be accurate and complete, and match the information held by your existing service provider to avoid the transfer request being rejected by your existing service provider and causing a delay in the transfer of your phone number. We will not take any responsibility for such delays but will endeavour to avoid such delays in so far as is possible.

For us to start a number transfer we require you to have plugged in the phones, to keep them connected to our network and to have made and received calls. Where you do not perform these actions the number transfer will be delayed.

Once the transfer is agreed by your existing service provider, the existing provider will provide a transfer date which we will notify to you of. We or your existing provider may change the transfer date for operational reasons up to the day before the notified transfer date. A change of transfer date in this circumstance may not qualify for compensation from us.

## **6. Charges**

**6.1** We charge you for using the VoIP (Cloud Phone) Services covered by this Agreement. The Charges applicable to the VoIP (Cloud Phone) Services will be the:

- (a) Charges that we confirm to you in our Confirmation Email or in an Order;
- (b) the Charges that we describe in this paragraph 6; and

(c) the Charges that we describe in Clauses 12 (Charges) and 13 (Payment Terms) of the General Business Terms as applicable.

**6.2** You agree to pay and are responsible for paying the Charges for the VoIP (Cloud Phone) Services or for any Equipment you purchase or rent from bOnline.

**6.3** In the event that we have agreed to provide you with a bundle for Cloud Phone and Broadband Services and you transfer to other supplier, or terminate, all telephone lines covered by the bundle, we will automatically apply to you our then current Charges for any remaining unbundled Services and Cancellation Fees may apply.

**6.4** bOnline will apply a monthly Charge and the call Charges specified in our Rate Card or Schedule of Charges which is available on our Website at [www.bonline.com](http://www.bonline.com).

## **7. Acceptable Business Use of the Services**

**7.1** You must use the Service for normal and reasonable use in the course of your business ("Acceptable Business Use"). If you use the Service other purposes than for Acceptable Business Use, we may at our sole discretion terminate the Service immediately. In the case of any termination then, without prejudice to any other remedy available to us under this Agreement or at law, you will pay to us any applicable Cancellation Fees, early termination Charges and other Charges all of which immediately become due and payable. We shall immediately charge all these amounts to your account. Each of the following will be considered when evaluating whether your behaviour is outside of Acceptable Business Use:

- (a) persistent use by or for others who do not work in your business;
- (b) use by others who are not registered bOnline client users;
- (c) frequent changes to telephone numbers registered for use with mobile clients you have registered with us;
- (d) operating a call centre;
- (e) telemarketing;
- (f) resale to others;
- (g) auto-dialling or fax/voice blasts;
- (h) use without making a live call;
- (i) unique numbers called;
- (j) different numbers called;
- (k) use of any Service to generate artificially inflated traffic;
- (l) call forwarding/transferring; and
- (m) conference calling.

**7.2** The examples of behaviour listed in paragraph 7.1 above are not intended to be exhaustive and we reserve the right to take into account other examples of behaviour that

we may determine to be relevant when deciding whether or not your usage constitutes Acceptable Business Use.

**7.3** The Service is provided primarily for continuous live dialogue between two individuals. Lack of continuous dialogue activity, excessive conferencing or call forwarding will be considered indicators that use may be inconsistent with normal Acceptable Business Use by other bOnline customers.

**7.4** Some call plans allow for the use of additional devices and clients (such as our softphone client, personal computers, mobile phones, and mobile client phone numbers registered with bOnline or other Equipment) as part of that call plan. If you subscribe to a call plan which permits use of more than one device or client with the same line, your usage will be aggregated and assessed when evaluating whether your usage is outside of Acceptable Business Use.

**7.5** You may only use the Service for lawful and appropriate purposes. You may not use the Service in any way that is unlawful, fraudulent, improper or inappropriate. You may not use any automated means to manipulate the Service or use the Service to infringe any law, rule, regulation or any third party's intellectual property or personal rights.

**7.6** We reserve the right to review your account if the account usage is outside normal "Acceptable Business Use standards", which means any use in breach of paragraph 7.1, and/or any use that is detrimental to other customers' ability to use the Service or adversely affects our operations.

## **8. Presentation & Network CLI Service Certification**

**8.1** Where you have a Presentation and/or Network Number different from its underlying CLI or endpoint(s) (as these terms are defined in NICC ND 1016 available at <http://www.niccstandards.org.uk/publications/public-net.cfm>), before the Service is made available, subject to this being technically practicable, you must agree to the following statement: "I hereby confirm to bOnline, and I am duly authorised to do so, that:

(a) the number requested for use as a presentation number ("PN") is either allocated to the Applicant and the Applicant does not require the permission of anyone else in relation to that number or the requested PN is not allocated to the Applicant but consent from the allocated owner for its use as a PN has been obtained and has not been withdrawn;

(b) the requested PN is in use;

(c) the Applicant shall immediately inform its telecommunications service provider if any of the information in this statement ceases to be correct;

(d) the telecommunications service provider may suspend and/or withdraw use of its Presentation CLI Service if it is subsequently found that the information in this statement was, or has become, inaccurate or if the PN is being misused in any way;

(e) the Applicant understands that the PN must not be a number that connects to a revenue sharing number that generates excessive or unexpected call Charges or artificially inflated traffic, in which case bOnline may suspend and/or withdraw use of the Presentation CLI Service;

(f) The Applicant acknowledges that its network service provider may withdraw the service without penalty in the event that a) having made the appropriate configuration change the Applicant fails to make at least one test call within twenty (20) working days and/or b) the Applicant reverses the configuration change.

(g) The Applicant hereby indemnifies bOnline and any underlying network service provider against any claims by any third party relating to their use of the PNs.

(h) The Applicant hereby acknowledges that bOnline may withdraw this facility at any time for regulatory or legal reasons or if it suspects its misuse or if its use is challenged by any third party.

## **9. Voicemail**

**9.1** In the event bOnline is providing voicemail recording, or other such ancillary services, all of the customer data, including all recordings, will be deleted on or after the effective date of termination or cancellation. In the event that your (or an end user) account is terminated (whether by you or due to termination of the Service), the customer data associated with your account and related ancillary services will be deleted. Unless we agree otherwise with you in writing, each voicemail message recorded by bOnline shall be retained for a minimum of 30 days from the date the message was recorded except where you delete the recording. We retain the right to purge all voicemail messages after this minimum retention period.

**9.2** There are laws in the United Kingdom governing call recording and call monitoring. You should obtain your own legal advice as to whether you are permitted to record telephone calls, and if so, what notification you are required to include on the call and what consent you must obtain.

Any Add-ons other than standard end user voice mail service is covered by the VoIP Add-Ons Services Schedule.

## **Schedule 4 – VoIP Add-On Services Schedule**

This Service covers the provision of additional VoIP Services called Add-On Services provided on a monthly basis, such as Call Recording Services, Advanced Call flow, CRM Integration and SMS, which are additional to our core Services.

This Service Schedule is made by and between bOnline and you and is part of your Agreement with us.

In the event of any conflict or ambiguity between this Service Schedule and the General Business Terms, this Service Schedule will take precedence.

Capitalised terms not defined herein shall have the meaning ascribed to them in Schedule 6 (definitions & interpretation).

### **1. Definitions**

**1.1 “Add-On(s)”** means an additional VoIP Service which is ancillary to the core Services we provide to you, with a notice period of 30 days or less (such as call recording, advanced call flows, SMS and CRM Integration Services).

**1.2 “Call Recording Services”:** means software-as-a-service (SaaS) cloud-based call recording, storage and transcription service comprising:

Package	Features
On-demand	Recording is manually initiated by the user  Retention period: 30 days – <i>A Call recording will be available on MYbOnline for 30 days following the call event</i>
Automatic Basic (1 year)	Automatically records all calls  Retention period: 1 year – <i>A Call recording will be available on MYbOnline for 1 year following the call event</i>  Includes basic record retrieval features (Currently: Filter, Listen, Download)
Automatic Basic (7 year)	Automatically records all calls  Retention period: 7 years – <i>A Call recording will be available on MYbOnline for 7 years following the call event</i>  Includes basic record retrieval features (Currently: Filter, Listen, Download)
Automatic Advanced (1 year)	Includes all features of the Automatic Basic 1 year package  Advanced record retrieval features (Currently: Filter, Listen, Download + Keyword search and Text Transcription)  Retention period: 1 year – <i>A Call recording will be available on MYbOnline for 1 year following the call event</i>
Automatic Advanced (7 year)	Includes all features of the Automatic Basic 7 year package  Advanced record retrieval features (Currently: Filter, Listen, Download + Keyword search and Text Transcription)  Retention period: 7 years – <i>A Call recording will be available on MYbOnline for 7 years following the call event</i>

**1.3 Service Start Date”:** the date we make available an Add-On Service to you after we receive your Order.

## 2 When the Service Starts

**2.1** Each Add-On Service starts on the Service Start Date.

**2.2** Time is not of the essence for the VoIP Add-On Services. We will try to provide the Service by any date agreed with you, but any suggested date is an estimate.

### **3 Your obligations**

You shall:

**3.1** use the VoIP Add-On Services in accordance with this Schedule and our General Business Terms.

**3.2** inform your end users and any call participants if calls are recorded and may be shared with third parties;

**3.3** cooperate with us and provide all information we request to enable us to provide the Service to you and comply with our obligations.

**3.4** follow our instructions in relation to the use of the Service.

**3.5** be responsible for the Customer Equipment you (or your end users) connect to the Service including ensuring that is compatible with the Services and adequately protected against viruses and other breaches of security;

**3.6** Unless we provide such Services to you, be responsible for procuring at all times an internet connection and any other services you (and your end users) may need, to use and access any of the VoIP Add-On Services ("Third Party Services"), in accordance with our instructions and specifications;

**3.7** monitor any issues, disruptions or planned or emergency maintenance on any Third Party Services that could affect the provision of the Service (and check if such Third Party Services are working appropriately before reporting incidents to us); and

**3.8** if you use any software to manage the voice recordings or create transcriptions of them you warrant that you will comply with Applicable Law and with the licence terms of the relevant software vendor.

**3.9** You must notify us promptly upon becoming aware of any faults or issues affecting the Add-On Services you receive. If the fault is attributable to the Add-On Service, we will use reasonable endeavours to either:

- (i) resolve the fault or provide you with instructions to troubleshoot the affected Service; or
- (ii) if a resolution or workaround is not possible, we may remove the affected Add-On Service and refund you the most recent monthly Charge paid for that specific Add-On Service without further liability to you.

### **4 Passwords, Authorised Users and Security**

**4.1** You are responsible for creating, managing and maintaining the end users' profiles and Credentials to ensure a proper, confidential and secure access to the Service (that is not available to unauthorised persons).

**4.2** You shall:

- (a) comply with Clause 8 (Credentials) of our General Business Terms at all times;
- (b) terminate access of any end user who is no longer authorised to access the Service;
- (c) promptly inform us if any Credential has been compromised or may be used by unauthorised persons;
- (d) promptly change any Credentials or other systems administration information used in connection with the Service if we ask you to do so for security reasons.
- (e) be solely responsible for ensuring that use of the Service is compliant with all Applicable Law.
- (f) where applicable, be responsible for all Payment Card Industry Data Security Standard ("PCI DSS") obligations as a merchant or otherwise, and shall not transfer any related PCI DSS obligations to us in relation to the Service. It is therefore your responsibility to ensure your use of the Service is compliant with the latest version of the Payment Card Industry data security standards and complies with all Applicable Law. We do not represent or warrant that the Service is compliant with PCI DSS and we will not accept any liabilities or obligations related to PCI DSS and/or Card Holder Data ("CHD").

## **5. Term**

**5.1** Unless we say otherwise in writing, each Add-On Services do not have a Commitment Period and will be in effect indefinitely until the Service is terminated in accordance with Paragraph 5.3 below or with Clause 24 (Termination) of the General Business Terms.

**5.3** Either Party may elect to terminate any VoIP Add-On Service at any time by providing at least 30 days' notice to the other.

## **6. End of the Call Recording Service**

**6.1** On termination of a VoIP Add-On Service (e.g. the Call Recording Service):

- (a) we will delete all data stored in the Service unless we agree and extended storage period with you;
- (b) you will immediately retrieve all your customer data from the Service.

## **7. Charges**

**7.1** bOnline charges you for using the VoIP Add-On Services covered by this Agreement. We will charge you in accordance with Clauses 12 (Charges) and 13 (Payment Terms) of the General Business Terms as applicable and our Schedule of Charges (e.g. a monthly Charge per VoIP Add-On Service we provide to you).

**7.2** You agree to pay and are responsible for paying the Charges for the VoIP Add-On Services.

## **8. Service Levels**

Our Service levels are available on our Schedule of Charges at [www.bonline.com](http://www.bonline.com)

## **9. Duration of the Processing of Personal Data**

**9.1** We will Process the customer data for the Service for as long as we provide the Service and for as long as we are required to Process the Customer Personal Data in accordance with Applicable Law.

**9.2** The Call Recording Service provides a cloud-based SaaS call recording and storage solution. It currently uses WAZO for the SaaS call recording and Google Cloud for the storage (the “Sub-Processors”).

**9.3** When a VoIP Service we provide to you, requires access to Personal Data (such as your customers’ details) you give us permission to store this information in our platform (or our Sub-Processors’ platform).

**9.4** The nature and purpose of the Processing of customer data by the Sub-Processors is providing the Services.

**9.5** The types of Customer Personal Data Processed the Sub-Processors or your will be:

- (a) name;
- (b) business address;
- (c) telephone number (fixed/mobile);
- (d) email address;
- (e) Customer contact notes from call/correspondence relating to Customer care;
- (f) details of products and services taken by the Customer;
- (g) Customer account number;
- (h) billing details;
- (i) Call or video recordings; and
- (j) User ID or log-in details.
- (k) The Customer Personal Data will concern the following categories of Data Subjects:
  - (l) Customer;
  - (m) Customer employees and Users; and
  - (n) any Data Subject (as controlled by the Customer).

## **Schedule 5G/4G Business Broadband Terms and Conditions**

By using bOnline’s 4G/5G Business Broadband Services, you agree to the Agreement. The full terms and conditions comprising the Agreement are available at [www.bonline.com](http://www.bonline.com).

This Service Schedule is made by and between bOnline and you and is part of your Agreement with us.

In the event of any conflict or ambiguity between this Service Schedule and the General Business Terms, this Service Schedule will take precedence.

Capitalised terms not defined herein shall have the meaning ascribed to them in Schedule 6 (definitions & interpretation).

### **Quick Summary – Key Terms**

This summary identifies key points customers should be aware of when using Business Broadband.

#### **A. What these terms cover**

The Service allows Customers to access the Internet from any of their end users' devices using a SIM Card or other Equipment provided by bOnline. These terms cover how customers may use the Services and Equipment (together with our Equipment Schedule).

#### **B. Using bOnline Services**

By plugging in or permitting your end users to plug in the Equipment, you are expressly requesting that we provide them with the Services in accordance with the Agreement.

#### **C. Returns**

You may cancel this Service if you contact bOnline within 14 days of receiving the Equipment (the "Return Period"), in which case you must pay all Charges for your usage of the Service and return the Equipment to us at your own cost, following our instructions in its original packaging and in perfect working condition, free from damage and with all original components and accessories included.

1 First Avenue, Maybrook Business Park, Winworth, Birmingham, B76 1BA, United Kingdom (undamaged and in its original packaging, including any supplied SIM Cards, leads, or accessories). Please note that regardless of the purchase route, the Returns Period does not apply where you: (i) upgrade an existing Plan; (ii) change an existing Plan.

#### **D. Commitment Period**

The Service will have the Initial Fixed Term agreed with you, and specified in your Confirmation Email (usually 12 or 24 or 36 months).

If you terminate this Service Schedule before the end of the Initial Fixed Term, or a Renewal Term, (or we terminate it due to your breach of the Agreement), we will Charge you a Cancellation Fee. Our current Cancellation Fees are available on our Schedule of Charges at [www.bonline.com](http://www.bonline.com)

#### **E. Annual Price Increase**

Contracts with Commitment Period before Jan 16th 2025: From April 2025, the Monthly Charge will increase by CPI+3.9%.

Contracts with Commitment Period after Jan 17th 2025: In line with the annual adjustments to wholesale prices passed on from our suppliers, your monthly charge will increase by a fixed amount from your bill date each April by the amount communicated to you at the time that you purchase the Service and as set out in our Schedule of Charges. In 2015, VoIP-only plans increase by £1.50. Broadband Services increase by £2.50. This annual adjustment is reflective of all providers, including BT, Plusnet, XLN and Talk Talk.

## **F. Changes**

If bOnline makes any changes to the 5G/4G Business Broadband Service, Clause 31 (Variations) of the General Business Terms will apply.

## **G. Network**

bOnline will try to provide the 5G/4G Business Broadband Service in accordance with the Agreement at all times within our network supplier's coverage area. However, due to the nature of mobile technology, there may be times when Services aren't continuously available, or the quality is affected. Problems can happen if our network supplier is carrying out maintenance work.

## **H. Suspending or Ending this Agreement**

We may terminate or suspend the Service, or disconnect any of your end users, if we reasonably believe that you, or your end users, haven't complied with your obligations under the Agreement, but you still must pay all outstanding Charges (including a Cancellation Fee for disconnection). See Paragraphs 12 (Charges) and 13 (Payment Terms) below. How you can end this Agreement or this Service depends on whether a Commitment Period applies or not. The Cancellation Fee will be the total of the Monthly Charges remaining during the Commitment Period for each applicable Service. Please note that regardless of the route of purchase, the Returns Period does not apply where you: (i) upgrade an existing Plan; (ii) changes an existing Plan.

## **I. Equipment**

Unless you purchase it, the Equipment remains the property of bOnline, whether inside or outside of the Commitment Period and must be returned to bOnline at your own cost, failing which a non-return fee specified in our Schedule of Charges will be charged. If you terminate the Agreement or Service during the Returns Period and fail to return the devices, a non-return fee will be charged (see Paragraphs 10.7 and 10.12 below).

## **1. Term of this Agreement**

### **1.1 Commencement Date:**

This Agreement starts on the Commencement Date. By plugging in, or permitting an end users to plug in the Equipment and use devices (if applicable), you are expressly requesting that bOnline provides them with the Service. Where there is an Initial Fixed Term, the Initial Fixed Term shall commence on the Service Start Date. The Service Start Date is dependent upon the route of purchase.

### **1.2 New Customers:**

Online & Partner purchases:

If you buy 4G/5G Business Broadband online, or make the purchase with a bOnline partner and the SIM and/or Equipment is subsequently sent to you (or your end users), all Plans included in the Order – including any SIM Only Plans – will start the day the SIM and/or Equipment is dispatched.

### **1.3 Telesales purchases:**

If you Order the 4G/5G Business Broadband Service and the SIM and/or Equipment is

subsequently sent to you, all Plans included in the Order – including any SIM Only Plans – will start the day the SIM and/or Equipment is dispatched.

#### **1.4 Existing Customers:**

If you order the 4G/5G Business Broadband Service online, or make the purchase with a bOnline partner and the SIM and/or Equipment is subsequently sent to them, all Plans included in the Order – including any SIM Only Plans – will start the day the SIM and/or Equipment is dispatched.

#### **1.5 Returns Period:**

You may cancel this Agreement within the Returns Period. If you use bOnline Services before your cancellation within the Returns Period, you will be charged for your use of the Service.

#### **1.6 Returns Period Exclusions:**

Regardless of the route of purchase, the Returns Period does not apply where you: (i) upgrade an existing Plan; (ii) change an existing Plan.

**1.7 Commitment Period:** If you agree to a Commitment Period, you agree to remain paying for the Service during that Commitment Period. If your package does not include a Commitment Period, or the Commitment Period has ended, we will continue to supply you with Services until either you or bOnline chooses to end the Agreement, or this Service in accordance with the Agreement.

### **What bOnline will provide to Customers**

#### **2. Service Provision**

**2.1 Account and SIM:** bOnline will open an account for you and provide your end users with a SIM and the Equipment.

**2.2 SIM Ownership:** bOnline owns each SIM and each SIM remains bOnline's property at all times. You, and your end users, are being allowed to use the SIM on a limited licence to allow them to access Services. bOnline may recall the SIM at any time and you can only use the SIM to obtain the Service in accordance with the terms of this Agreement.

**2.3 SIM Usage:** Each SIM can only be used in Equipment which is authorised by bOnline for Connection to the relevant network. If you, and your end users try to use the SIM in another device, it may damage the device and affect usage. In these instances, bOnline is not responsible for any such damage or usage problems. You, and your end users are not permitted to remove the SIM from the Equipment but if you or your end users do we will charge you in accordance with this Schedule and the Agreement.

**2.4 Usage Monitoring:** If bOnline determines in its sole opinion that you, and/or your end users' use of the Services either exceeds that reasonably expected of someone using the Service or materially affects other users' enjoyment of the Service, or has an adverse impact on the Network, then bOnline will by written notice, may at its sole discretion, give you a 2-day period in which to reduce usage levels to those reasonably expected of a person using the Service. If usage activity has not decreased within the 2-day notification period, bOnline may at its discretion terminate, suspend, or restrict the Service. bOnline may give you

advance notice before bOnline suspends, disconnects end users or restricts the Service but may is not obliged to do so, particularly in cases of fraud of misuse of the Service.

### **3. Software and Equipment**

**3.1 Equipment Software:** The software in the Equipment and the SIMs and all intellectual property rights in that software are owned by the Equipment and SIM manufacturers and you, and your end users are being allowed to use the software on a limited licence from the manufacturer.

**3.2 Traffic Management:** bOnline or our network provider may implement measures to manage the traffic across their network in exceptional circumstances to prevent impending network congestion and/or mitigate the effects of any credit issues.

**3.3 Speed Variability:** The variability of the download and upload speeds achieved, and the technology used to access the broadband services, may affect you, or your end users experience of the Services and their ability to access and distribute information and content, and use and provide applications and services.

**3.4 Disruption Rights:** If you, or your end users experience continuous or regularly recurring disruption to the 4G/5G Business Broadband Service you may be entitled to a price reduction based on the period of the disruption, in accordance with Paragraph 4.18.

### **4. Disruption to bOnline Services**

**4.1 Network Issues:** Due to the nature of mobile telecoms, there may be situations when Services are not always available, or the quality or network speeds are affected and so bOnline cannot guarantee continuous fault-free service. For example:

(a) When our network suppliers need to perform upgrading, maintenance, or other work on their network or services.

(b) When your end users are in areas not covered by our suppliers' network. In this case, the 4G/5G Business Broadband Services rely on other operators' networks, over which bOnline has no control.

(c) Because of factors outside bOnline's control, such as legal or regulatory requirements, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather, or radio interference caused by hills, tunnels, or other physical obstructions.

**4.2 Coverage Information:** For more information about coverage see [Three.co.uk/coverage](https://three.co.uk/coverage) and <https://ee.co.uk/help/mobile-coverage-checker>.

**4.3 Disruption Reporting:** If an end users' experiences continuous or regularly recurring disruption to Services (such as where customers' access to Services is limited or unavailable) you may be entitled to a price reduction based upon the period of the disruption. This may take the form of a partial or full credit or a refund of you' Monthly Charge. To receive a credit or refund you will need to report to bOnline a disruption on the 4G/5G Business Broadband Service in order that bOnline may investigate their concerns, consider the extent to which you and your end users use the Services in question and measure the disruption against you and your end users' typical usage history.

### **5. Equipment, Provision and Ownership**

**5.1 Equipment Provision:** bOnline will provide you and your end users' with the Equipment needed to use the 4G/5G Business Broadband Service, including all cables needed for the router to work and one or more SIM cards in order to access the Service.

**5.2 Equipment Ownership:** The Equipment provided by bOnline remains bOnline's property at all times. All SIM cards also remain bOnline's property at all times.

**5.3 Software and IP Rights:** bOnline and its suppliers retain title to and ownership of the software, SIMs and Equipment provided to you and your end users and all intellectual property rights in the Equipment and software. If you purchase the Equipment the title in the Equipment will pass on to you but all the software will remain the property of the relevant vendor. bOnline may need to alter or replace Equipment from time to time. To do this, bOnline will need you and your end users to follow bOnline's reasonable instructions if bOnline sends them replacement Equipment, for example where bOnline needs to upgrade the Equipment for security or performance improvements.

**5.4 Customer Responsibilities:** You are responsible for making sure that the Equipment is safe and used properly at all times. To do this, you agree to (and agree to ensure your end users):

- (a) Follow the manufacturer's instructions and any other reasonable instructions bOnline has given.
- (b) Keep the Equipment under your control (e.g., not sell, lend, hire out, or allow it to be seized under any legal process).
- (c) Insure the Equipment against any loss, theft, or damage for the full replacement value.
- (d) Not tamper with, disassemble, misuse, neglect, or damage the Equipment.
- (e) Not remove, tamper with, or cross out any words or labels on the Equipment.
- (f) Take proper care at all times to try and prevent the loss or theft of Equipment.

**5.5 Loss or Damage:** You agree to tell bOnline as soon as possible about any loss or damage to any part of the Equipment. You shall be responsible for the loss or damage of the Equipment. You shall do this by contacting bOnline Customer Services.

## **6. Returning Equipment**

**6.1 Return Requirements:** You will bear the return costs of any item of Equipment you return.

**6.2 Replacement Before Return:** bOnline may replace the Equipment before you return it, but you must still return the Equipment item(s) at your own cost.

Returns Address: bOnline Returns, 1 First Avenue, Maybrook Business Park, Winworth, Birmingham, B76 1BA, United Kingdom

**6.3 Testing and Charges:** bOnline may test any Equipment reported as faulty by you. If it is found to be working, bOnline may choose to either return or replace it (if bOnline has not already replaced the item) and charge you for the costs of testing and postage of the Equipment.

**6.4 Return Period:** You must return any Equipment to bOnline within 28 days in the following cases (unless bOnline has informed you otherwise):

- (a) If bOnline or you end this Agreement or the 4G/5G Business Broadband Service;
- (b) If you decide to disconnect from some of the Services;

- (c) If you take up an offer to upgrade the Equipment provided by bOnline;
- (d) If you report the Equipment to be faulty; or
- (e) If bOnline requests you to return the Equipment for any other reason.

**6.5 Condition of Returns:** You must return the Equipment to us at your own cost, following our instructions in its original packaging and in perfect working condition, free from damage and with all original components and accessories included. You must retain proof of postage for the Equipment.

**6.6 Non-Return Charges:** If you fail to return the Equipment after 28 days of being requested to so, as required by Paragraph 6.5, you will have to pay a non-return charge specified in our Schedule of Charges. For more information about these Charges please see our Schedule of Charges available at [www.bonline.com](http://www.bonline.com).

**6.7 Use of customer's Money:** If bOnline holds a deposit from you, bOnline may use that deposit towards payment of the non-return Charge.

**6.8 Transfer of Ownership:** Payment of the non-return charge does not transfer ownership of the Equipment to you and you are still required to return the Equipment. If you fail to do so, bOnline may take legal action to recover it from them.

## **Mobile and Broadband Estimated Maximum Speeds**

### **7. Speed Estimates**

Our speed Estimates and terms for Mobile, Mobile Broadband, and Broadband services are available on our website at [ <https://www.three.co.uk/broadband/broadband-speeds> ].

### **8. Best Possible Speed**

To get the best possible speed for your mobile broadband Service, it is important that your router is correctly set up. Step-by-step instructions are in our user guide and will help you achieve the best speeds.

### **9. Advertised 5G Broadband Speed Claim**

The advertised 5G download speed of 150Mbps applies to at least 50% of 5G Broadband customers between the peak hours of 8pm and 10pm. Three measures the speeds delivered by 5G Radio Access Network to customers across Three's 5G Network and calculate the average (median) 5G data throughput rate at peak hours daily. In Dec 23 – Jan 24, the median figure was well above 150 Mbps each day, and we continue to monitor this on an ongoing basis. Due to the nature of the wireless technology delivering your 4G/5G Business Broadband, the speed that any individual premises will experience is not guaranteed, may vary, and can be impacted by local factors, such as the positioning of the hub, line of sight to your nearest mast, local topography (such as hills), the number of users accessing the network in your area, and the thickness of walls and windows.

### **10. Coverage and Broadband speeds**

bOnline's advertised and estimated maximum upload and download speeds for its 4G/5G Business Broadband Service, are set out in its estimated broadband speeds table, available above. bOnline does not guarantee that the 4G/5G Business Broadband Service will achieve

any specific speeds. The speeds achieved by the 4G/5G Business Broadband will depend on factors such as the end users' geographic location, the type of walls and windows in customers' or Users' buildings, the number of people using the network, the external environment, and the correct setup of the Equipment or devices (if applicable). bOnline may implement measures to manage the traffic across its suppliers' network in exceptional circumstances to prevent impending network congestion and/or mitigate the effects of any credit issues.

### **11. Credit Redemption**

Any credit you may have with us may not be redeemed for cash and may solely be redeemed against your use of Services.

### **12 Terms of 14-day LOVE-IT Guarantee**

Applies to all Customers signing up for 4G/5G business broadband bundle.

You have the right to cancel the 5G/4G Business Broadband Service, when it is found to be faulty, provided that:

- (a) You notify us of the fault within 14 days of the Service Start Day; and
- (b) The fault cannot be resolved through reasonable troubleshooting steps advised by us. Troubleshooting steps may include, but are not limited to, repositioning the router to reduce signal interference (e.g., moving it away from thick walls) or replacing the SIM card (e.g., switching from a Three SIM to an EE SIM).

If the fault persists despite these measures, you may cancel the Service, and/or return the Equipment, in accordance with Paragraph 6 below, for a replacement or refund, subject to our inspection and confirmation of the fault.

Cancellations using the 14-day LOVE-IT Guarantee can only be made over the phone with our team on 02036179950.

## **Schedule 5 – Definitions & Interpretation**

### **1. Definitions**

“Acceptable Business Use” has the meaning specified in Paragraph 7 of the Cloud Phone Schedule;

“Affiliate” means, any entity that directly or indirectly controls, is controlled by, or is under common control with another entity;

“Agreement” has the meaning specified in Clause 1.2 of the General Business Terms;

“Applicable Law” means all laws of England and Wales and UK wide, and any laws and regulations, as may be amended from time to time, which apply to the Agreement and the provision or receipt of a Service;

“bOnline”, “we”, “us”, or “our” means bOnline Limited, a limited company incorporated in England and Wales registered under Number 07710947 whose registered office is at Terminal House, 52 Grosvenor Gardens, London SW1W 0AU;

“Broadband Services” has the meaning specified in Paragraph 2.1 of the Broadband Schedule;

“Cancellation Fee” means the Charges specified on our Schedule of Charges at [www.bonline.com](http://www.bonline.com);

“Charges” means our rates for providing you with the Services under this Agreement as specified in the Schedule of Charges or as notified or made available to you by any other means;

“VoIP (Cloud Phone) Services” has the meaning specified in Paragraph 2 of the VoIP Cloud Phone Schedule;

“Confirmation Email” means an email, typically attaching a pdf or enclosing a link to a downloadable document available to you in our customer portal, confirming your Order, which will be normally posted or emailed to you within 3 days of us receiving your Order for the relevant Services;

“Content” shall have the meaning specified in Clause 11 of the General Business Terms;

“Commencement Date” means the date specified in the first Confirmation Email we send to you or, if there is no Confirmation Email or no date is provided, the date when the Service is activated and available to you;

“Commitment Period” means an Initial Fixed Term and any subsequent Renewal Term;

“Customer Equipment” means any equipment, including any software, for use with the Services that is not Equipment provided by us and which is owned or controlled by you;

“Data Protection Laws” all legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) including the General Data Protection Regulation ((EU) 2016/679) as amended and adopted by UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“Non-Detrimental” means a contractual modification to the Agreement that is exclusively to your benefit, is of a purely administrative nature or has no negative effect on you;

“Equipment” means any equipment we provide to you in connection with the Services;

“Existing Provider” means any provider to you of services the provision of which is to be taken over by us;

“Fair Use and Acceptable Use Policy” means our fair use policy available at [Fair Use and Acceptable Use Policy](#);

“Initial Fixed Term” means the initial term during which we will provide you the Services as agreed with you (usually confirmed to you in our Confirmation Email);

“Integration” means the Software and configurations we make available to you as an Add-On, or otherwise, that enables certain Services to integrate with third party applications (such as CRM Integrations);

“Line Assurance” means a Service offered by us that covers fault repairs in fixed line(s) located inside your Premises and connected to the Phone Services, in exchange for a monthly fee;

“Order” means your order for our Services or Equipment (i) you submit to us via our telephone application process in accordance with our instructions; (ii) online through our order form; or (iii) through our customer portal in accordance with our instructions;

“Party” or “Parties” means bOnline and you, our customer;

“Phone Services” has the meaning specified in Paragraph 2 of the Phone Services;

“Premises” means your premises in which we provide the Services to you;

“Renewal Term” means a further commitment term that you agree to enter into regarding one or more of the Services;

“Schedule” means a schedule to the General Business Terms;

“Schedule of Charges” means our schedule of rates available on our Website at [www.bonline.com](http://www.bonline.com) (or as made available or notified to you by any other means);

“Services” means fixed line, broadband, Phone Cloud services or any other ancillary services (e.g. Add-ons) specified in our General Business Terms and/or Service Schedules that we agree to provide to you under the Agreement;

“Service Start Date” means, in relation to a Service, the dates specified in the Confirmation Email, an Order, or if no date is specified, when the Service goes live and is available to you;

“Software” has the meaning specified in Clause 7 of the General Business Terms;

“Small Business Customer” a business, or a not-for-profit organisation, where no more than 10 individuals work;

“Support Level” means our fault repair response times specified in our Business Compensation Scheme Schedule, or our Website at [www.bonline.com](http://www.bonline.com) (or as made available or notified to you by any other means);

“Specific Offers” means any specific tariffs, bundles or promotional offers for the Services, that we make available to you;

“Term” means term of the Agreement;

“Transfer Period” means in connection with transfers of Phone and/or Broadband Services from a losing provider to us, the period we notify to you from the moment we enter into the Agreement with you to customer activation.

“VoIP” means any IP based services we agree to provide to you under this Agreement;

“Website” means [www.bonline.com](http://www.bonline.com) or any other website we notify to you;

“Working Days” means 8.30 a.m. to 5.30 p.m. Monday to Friday by excluding Bank Holidays in England; and

“you” and “your” or “customer” means you, our customer.

## **2. Interpretation Provisions:**

**1.1** In this Agreement (except where the context otherwise requires):

(a) the Clause headings are included for convenience only and shall not affect the interpretation of this Agreement;

(b) use of the singular includes the plural and vice versa;

(c) use of any gender includes the other genders;

(d) any reference to “persons” includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality);

(e) any reference to an enactment, statute, statutory provision or subordinate legislation (“legislation”) shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

(f) a reference to any party shall include that party’s personal representatives, successors and permitted assigns; and

(g) any phrase introduced by the expressions “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**1.2** Where in the Agreement you agree not to do any act or thing you also agree not to allow (including without limitation, taking all reasonable preventative measures) any other person to do that act or thing.