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All the references to 'Avance Telecom', 'us', 'we', 'our' or similar pronouns refer to Avance Telecom Digital S.L., CIF B76087428. All references to the customer, 'you', 'your' and similar pronouns refer to the organisation or person identified on the 'Customer order form'. By using our products and services you confirm you understand and accept these terms and conditions in their entirety. The current edition of these terms and conditions can be requested by email, or found on our website [www.avancetelecom.es](http://www.avancetelecom.es) (click 'terms and conditions' at the bottom of any page).

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## 1. THE SERVICE

- 1.1. **Definition:** The Service when referred to in this document means all services requested by you on the 'Customer order form'. They include, by are not limited to, telephone hardware, network infrastructure hardware, telephone calls, inbound and outbound call management systems and online access to reports and feature control through our web application [admin.avancetelecom.es](http://admin.avancetelecom.es).
- 1.2. **Service level:** We undertake to implement any work, and provide Services throughout the contract duration, in accordance to our service level agreement. We use all reasonable care and skill of a competent telecommunications service provider to provide you with high quality service.
- 1.3. **Suspension:** Should your Service be suspended due to late-payment, we have the right to charge a reconnection charge of up to 200.00 Euros, and to make reconnection conditional on you accepting a pre-paid agreement, in which you must always maintain a positive balance and pre-pay for any services received from us.
- 1.4. **Web access:** We grant you a limited non-exclusive, non-transferable licence of website service to enable or enhance your use of the Services. Our website service is licensed to you for your internal business purposes only and you must not allow any person other than those of your employees who need to view or use our website service. All intellectual property rights in our website service remain our property or the property of our licensors and you must not copy, modify, reverse engineer, decompile or otherwise endeavour to obtain the source code of our website service (except to the extent permitted by law).
- 1.5. **Misuse:** You are responsible for taking all reasonable steps to ensure that your employees, agents and subcontractors do not use the Services for making offensive, fraudulent, indecent, menacing, nuisance or hoax calls or in furtherance of the commission of any criminal offence.
- 1.6. **Carrier upgrades:** The carriers we use to provide the services to you may need to:
  - 1.6.1. Temporarily suspend their services for operational reasons (e.g. for repairs, planned maintenance or upgrades); or
  - 1.6.2. Alter code or access numbers or technical specifications for the Services for operational reasons.In each case we will give you as much advance notice as we can. We will restore the Services as soon as possible after any suspension or change.
- 1.7. **Our Upgrades:** Technical specifications to our platform are altered to keep your system working well, and provide new feature possibilities. We undertake that we will only change our platform where this will not materially affect the performance of the Service.
- 1.8. **Support fee:** We have the right to charge you a support fee of 25.00 Euros per half hour for any instances that may arise from the malfunction of the equipment if:
  - 1.8.1. You spill any liquids on or over the equipment.
  - 1.8.2. You attempt to alter or update the equipment either physically, or its software and configuration.
  - 1.8.3. The equipment suffers any physical impact whilst in your care.
  - 1.8.4. The equipment experiences an electrical surge from your power supply.
  - 1.8.5. You change your contract in any way with your Internet Service Provider or the company providing the hardware with access to the internet.
  - 1.8.6. You make changes to your network infrastructure, including but not limited to, changes to the DHCP server, cabling and switches, and network load changes.
- 1.9. **Training and configuration:** We provide training and initial configuration time at no cost for a fixed number of minutes for the first month after installation, and we provide system reconfiguration time at no cost for a fixed number of minutes for each subsequent month after the first per month. The amount of minutes depends on the 'Contract Duration' as recorded on the 'Customer order form'. This time covers user support and any system configuration changes you wish to make. It does not cover events such as those in clause 1.9 above. Below you can see the fixed amount of time in minutes provided each month:
  - 1.9.1. Training and configuration: First month after installation only: 60 minutes plus 10 minutes per handset account. On site or remote.
  - 1.9.2. System reconfiguration: Contract Duration 0 months: 10 minutes plus 2 minutes per handset account. Remote support only.
  - 1.9.3. System reconfiguration: Contract Duration 12 months: 15 minutes plus 2 minutes per handset account. Remote support only.
  - 1.9.4. System reconfiguration: Contract Duration 24 months: 20 minutes plus 2 minutes per handset account. Remote support only.
  - 1.9.5. System reconfiguration: Contract Duration 36 months: 25 minutes plus 2 minutes per handset account. Remote support only.
  - 1.9.6. System reconfiguration: Contract Duration 48 months: 30 minutes plus 2 minutes per handset account. Remote support only.

## 2. INSTALLATION

- 2.10. **Access:** You agree to allow us any access we require to your premises, company information, internal company network and any other system in order to facilitate the provision of our services to you.
- 2.11. **Privacy:** We undertake not to share any information about your office network to any third party other than those contracted by us to enable the provision of our services, and in such as case, only to directly support the installation of the services you have contracted from us.
- 2.12. **Liability:** We shall not be liable for damage to property at your premises resulting from the installation, repair or removal of our equipment unless such damage is caused by us or our contractors' wilful misconduct or negligence.

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- 2.13. **Timeline:** For the estimated time of installation, please see the Service Level Agreement.
- 2.14. **Delays:** You are aware that unless detailed architectural plans are provided showing us existing cable trunking within the walls, along with a network infrastructure plan, the time to install our products and provision our services may be extended due to unforeseen complication arising from lack of information at the outset.
- 2.15. **Existing network changes:** Should any changes need to be made to your internal computer network or any other existing digital network in order to successfully complete the installation of our products and services, we will require that these changes be done by your existing computer or network support resources. This is done to ensure we are not responsible for any changes they may happen to your existing network, and as such, we are not responsible in anyway for repair, reconfiguration or maintenance on any hardware or software other than that directly purchased or rented from us.
- 2.16. **Completion:** An installation is defined as complete when you have received all hardware as requested on the 'Customer order form', and that each telephone hardware unit is able to make calls taking into account restrictions requested by you, as well as all special features and numbers and automated call distribution systems requested by you as recorded on the 'Customer order form' have been demonstrated by one of our representatives. You may not withhold any payment on the premise that the installation was not completed if:
- 2.16.1. We can successfully demonstrate the conditions above proving that the installation has been completed.
  - 2.16.2. We cannot successfully demonstrate the conditions above due to a network fault outside our responsibility, such as, but not limited to, a cabling installation you are completing with a third party which is not working at the time we are scheduled to install our system as shown by the 'Start date of contract' on the 'Customer order form'. In such a case when we demonstrate the conditions above using an alternative network and provide you with the hardware, the installation will be considered complete, and any payment at such time will be due.

## 3. CALLS AND NUMBERS

- 3.17. **Number transfer:** You are entitled to require us to transfer the Numbers to another Service Provider on a date to coincide with the end of the Contract Period provided that:
- 3.17.1. You gave us proper notice under the terms of the Contract.
  - 3.17.2. You have paid all our invoices up to date.
  - 3.17.3. We have a porting agreement with the service provider to which you wish us to transfer the Numbers (and if we do not the Number cannot be transferred).
  - 3.17.4. You pay us a deposit in respect of our reasonable estimate of the Charges that will arise in the period between your previous Invoice and the date on which the Numbers are transferred plus an administration fee of 150.00 Euros for each Number to be transferred.
  - 3.17.5. We will send you a final account statement for any credit balance that we owe you after the Numbers are transferred.
- 3.18. **Porting on to our network:** You understand that should you wish to port an existing number you have with another Service Provider to our network, you may lose the facility of the existing services attached to the Number, and that the Service Party may delay the process, over which we have no control. Should this be the case, we are not liable to you in anyway for such a delay.
- 3.19. **Premium UK numbers:** All UK 0871 and 09xx number ranges are regulated by Phone Pay Plus. You must familiarize all users with the Code of Practice relating to use and promotion of 0871 and 09xx numbers to consumers. Visit [www.phonepayplus.org](http://www.phonepayplus.org) for information and guidance.
- 3.20. **Unforeseen Number fees:** If we have to pay a fee for any Numbers pursuant to any regulatory action then you agree to reimburse such fee in respect of any such Numbers. We will provide you with notice of such a fee as is reasonably practicable and (if you ask us) evidence to substantiate the additional fee. This obligation for you exists regardless of the 'Contract Duration' as recorded on the 'Customer order form'.

## 4. HARDWARE PURCHASE OR RENTAL

- 4.21. **Rent or Purchase:** You can choose to rent or purchase from us telecommunications hardware, which includes but is not limited to IP telephones and network infrastructure components such as cabling, switches and routers. All hardware purchased from us comes with a two year warranty unless otherwise stated.
- 4.22. **Rental conditions:** Should you choose to rent telecommunications hardware from us, you understand and agree that:
- 4.22.1. **Ownership:** We own the hardware.
  - 4.22.2. **Updates:** We will provide and install any necessary firmware updates.
  - 4.22.3. **Faulty product:** Should any hardware during the Agreement period need repair or replacement due to faulty manufacturing, we will repair or replacement the hardware.
  - 4.22.4. **Misuse:** Should the hardware require repair or replacement for any reason other than a manufacturing fault whilst in your care, you will be charged all costs related to such repairs to the maximum limit of the replacement cost, or in the event of replacement, you will be charged the cost of a replacement according to the Hardware price list, and in the event such hardware is no longer sold by us, a replacement that performs the same functions that is equal to or above the purchase price of the hardware needing replacement. You will also be charged 30.00 Euros for provisioning the new hardware.
  - 4.22.5. **Cleaning:** You will maintain the hardware in good working order, cleaning any hardware regularly with nothing other than a damp soft cloth after disconnecting the power supply.
  - 4.22.6. **Automatic renewal:** At the end of any hardware rental period, the contract will be automatically renewed for 0 months unless we receive notice from you in writing explicitly stating you wish to terminate or extend the rental contract, and that we receive such a notice at least 30 days before the end of the current rental contract.
  - 4.22.7. **Purchase option:** You have the option to purchase the hardware at the end of the rental agreement, for not more than 50% of the hardware's original sales value as defined by us at the time the rental contract began.
  - 4.22.8. **Returning the hardware:** If you choose not to purchase the hardware at the end of the rental contract, you are responsible for returning the hardware to our offices in the same condition as you originally received the hardware from us, although we allow for a reasonable level of wear and tear. Should any of the phones require cleaning or maintenance outside the scope of normal wear and tear, we will proceed to clean and maintain the hardware, and you will be charged for this service. Should the hardware be returned in a non-working condition, you will be liable for the cost of a replacement at the rate of not more than 100% of the hardware's original sales value as defined by us at the time the rental contract began.
- 4.23. **Rental upgrade:** Should you wish to upgrade hardware you are renting from us, you must have completed complete at least 60% of the original rental period (rounded up to the nearest month) before we will swap your existing equipment for the upgraded equipment requested by you. Your original contract will be extended by the duration of the new hardware rental terms.

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## 5. CHARGES

- 5.24. **Agreement:** You will pay the charges in accordance with the contract throughout the contract period.
- 5.25. **Changes:** All charges will be at the rates shown in the 'Reports' - 'View rate plan' section under your secure login to our web portal [admin.avancetelecom.es](http://admin.avancetelecom.es), and can also be requested by phone or email. All charges can change at any time unless you have agreed a fixed duration as recorded on the 'Customer order form', in which case, only call charges are subject to change at any time, and the remaining charges for call features, hardware rental, line rental and other charges will be fixed as recorded on the 'Customer order form' for the duration of the contract.
- 5.26. **Credit expiry and Post-paid to Pre-paid:** Any credit on your account which remains unused within 365 days from the date such credit is made to the account shall expire and will not be refundable. We reserve the right to alter any post-paid agreement to a pre-paid agreement with you at any time.
- 5.27. **Debt interest:** We reserve the right to charge you interest and administration costs for late payment, at the interest rate of 2% per month above the base interest rate taken from Banco Sabadell SA on the total debt plus any interest added from previous months, and with an administration charges of 50.00 Euros per month.
- 5.28. **Refunds:** Any refunds that are authorised will be refunded in the manner in which the payment was made, at the prevailing exchange rate. We reserve the right to use an alternative payment method where necessary. Any bonus or promotional credit entered on an account shall be non-refundable.
- 5.29. **Tax:** I.G.I.C. will be added to any purchases at the current applicable rate.
- 5.30. **Call records:** You agree that our records are conclusive evidence of your use of the Service and the charges payable. You accept that use of the direct dial facility by any person making telephone calls from telephone number(s) nominated by you shall be deemed to be authorised by you and that you shall pay any charges arising from such use.

## 6. PAYMENT

- 6.31. **Payment due:** Once an invoice has been issued by us via email in PDF format, we will proceed to take payment via credit card or direct debit. If you are paying by another method, you must make payment immediately upon receiving the invoice. You have the right to contest the invoice, and you must contest the invoice within 5 working days of receipt. Should the invoice not be contested by you within 5 days following receipt, our calculation of the charges will become final. You must pay immediately the uncontested invoice amount should the invoice be contested. If there is an error in the invoice, any applicable amendment will be applied to our invoice for the next billing period.
- 6.32. **Payment by Direct Debit:** We will take payment via Direct Debit if you have authorised this form of payment. We may apply a surcharge of 2.5% of the total invoice for each Direct Debit payment. If the Direct Debit is returned by your bank for any reason where the responsibility is yours, such as insufficient funds, we have the right to take payment by another method, and to charge you an administration fee of 30.00 Euros as well as any and all charges we have incurred from our bank for the Direct Debit transaction failure. You must not cancel any Direct Debit instruction without our express prior written consent.
- 6.33. **Payment by other forms:** We accept payment by credit or debit card. You authorise us to store your credit or debit cards details on our encrypted and password protected secure system. If you wish to pay by bank transfer, you must provide us with a receipt of the transfer by email or by post, and any charges made by your bank for making the transfer and our bank for receiving the transfer must be paid by you. We also accept cash payments. We do not accept cheques.
- 6.34. **Withhold services:** In our discretion we may, as an alternative to exercising our rights to terminate or if any payment of the Charges is more than 14 days late, elect to suspend the Services. We will give you 48 hours notice before the exercising of this right.

## 7. DURATION, CANCELLATION & TERMINATION

- 7.35. **Commencement:** These terms and conditions come into effect when you sign the 'Customer order form', or when you use our products or services, whichever happens first.
- 7.36. **Fixed length contracts:** Contracted services may vary in length of time depending on the 'Contract Duration' selected by you in the 'Customer order form'. Where a fixed length of time is included in an agreement in order for you to benefit from discounts we offer on our products and services, you are liable to the full extent of the time period of the 'Contract Duration' for monthly each handset charge, and for any other charges for services as agreed in the fixed length package as recorded in the 'Customer order form' such as, but not limited to hardware rental, line rentals, special features and automated call distribution features, as well as any other charges incurred from the use of our products or services during this period. We are under no obligation whatsoever to discontinue any service in a fixed length contract for the 'Contract Duration' period in the 'Customer order form'. For any hardware rental agreement you must repay 100% of the hardware retail price if you cancel the agreement within 12 months, 50% of the hardware retail price if you cancel between 12 months and 24 months, and 25% after 24 months.
- 7.37. **Extension:** Should you contract additional products or services from us for a fixed length of time at a discounted price when an existing fixed length contract is already in place, the existing fixed length contract will be automatically extended for the full fixed term of the additional services added. For example, you agree to rent twenty digital telephone lines for a three year fixed term in May. Six months later in November you add two features to this package and obtain these features at a discounted rate for a three year fixed term. At this point your original contracted fixed term for the twenty digital telephone lines is extended by six months.
- 7.38. **Cancellation:** Should you wish to discontinue a product or service, they must do so in writing, and a cancellation request is only valid when you receive a confirmation from us in writing that the cancellation request has been received, which will be sent by us within 3 working days of receiving the cancellation request. Where a fixed length contract exists between us and you, we must process the cancellation within the remaining time limit of the fixed length contract. In all other cases we have up to 30 days to process the cancellation request starting from when the cancellation request confirmation has been sent by us. You are responsible in full for charges up until the services are cancelled.
- 7.39. **Termination:** Either party may terminate the contract for a Serious Breach by the other party that can be remedied or compensated for by payment of money but which is not remedied or compensated for; within 30 days of a written notice from the party not in breach specifying the breach and requiring its remedy. Either party may also terminate the contract for a Serious Breach by the other that cannot be remedied; immediately following receipt of a written notice specifying the breach. A Serious Breach is defined as either party becoming insolvent, or you cancel your Direct Debit instruction without our consent or fail to pay for the Services on time on more than 2 occasions in any rolling period of 6 calendar months, or you breach your obligations under the terms of paragraphs 4.2, 4.4 or 4.5; or we breach our obligations in the SLA.

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- 7.40. **Continuity:** The termination of these terms and conditions howsoever arising shall not affect such of the provisions hereof as are expressed to operate or have effect thereafter.
- 7.41. **Remaining credit:** We reserve the right to close an account with you for any reason. Where you have credit with us exceeding EUR 10, the credit will be returned.
- 7.42. **Automatic renewal:** At the end of any contract period, the contract will be automatically renewed as a 0 month contract, and all applicable changes in prices will apply as in any standard 0 month contract, unless we receive notice from you in writing explicitly stating you wish to either terminate the contract or extend the contract for a fixed term, and that we receive such a notice at least 60 days before the end of the current rental contract.
- 7.43. **Non-payment:** If we terminate the Contract for your non-payment we have the right to withdraw any credit facility we may have advanced to you and any sums you owe to us will become immediately due for payment.

## 8. GENERAL

- 8.44. **Changes to terms:** You must use our products and services in accordance with the current terms and conditions as found on our website [www.avancetelecom.es](http://www.avancetelecom.es) (click 'terms and conditions' at the bottom of any page). The terms and conditions may be changed at any time by us. Continued use of our products or services constitutes acceptance of these terms and conditions and acceptance of any alterations made to these terms and conditions. If any term or provision, or portion thereof, of these terms and conditions shall be invalid or unenforceable, to that extent it shall be deemed omitted or omitted to the extent necessary to render it valid and enforceable, the remainder of these terms and conditions shall remain unaffected and in full force and effect.
- 8.45. **Your legal responsibility:** You undertake not to contravene the Telecommunications Act 1984 or any relevant regulations or the provisions of any other applicable legislation or statutory instruments (including any amendments or modifications thereof).
- 8.46. **Entire understanding:** These terms and conditions represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all other agreements made between the parties whether written or oral. No waiver of any provision of this Agreement shall be deemed to be a further or continuing waiver of any provision of these terms and conditions. These terms and conditions may not be assigned in whole or part without our prior written consent. Such consent shall not be unreasonably withheld.
- 8.47. **Complaint:** If you have a complaint about our services, please contact our Customer Services Department on 902 750 815. or email: [admin@avancetelecom.es](mailto:admin@avancetelecom.es)

## 9. LIABILITY

- 9.48. **Use of your system:** You shall be liable for all charges and fees arising from the use of the account whether authorised or unauthorised, unless such unauthorised use is solely attributable to an act or omission on our part. In the event that our service fails to operate and you divert traffic to another carrier, we will not be responsible for that carrier's charges.
- 9.49. **Breach by you:** You undertake to indemnify us against all liabilities, claims, damages, losses and expenses arising from any breach of your undertakings, and that you will compensate us for all losses, liabilities, costs (including legal costs) and expenses that we may incur as a result of any breach of your obligations under this agreement.
- 9.50. **Liability limitation:** Our entire liability to you for any claim arising under the Contract or its subject matter, in tort (including negligence) or otherwise is limited to the Charges we invoiced to you in the period of 90 days immediately prior to the date of the claim. A series of claims arising from a connected series of events shall be deemed to be a single claim for the purposes of this paragraph.
- 9.51. **Claim restriction:** You must notify any claim within 12 calendar months of the date on which we provided the Service upon which the claim is based. Any claims made after such date will be time barred.
- 9.52. **Liability limitation:** You hereby indemnify us and undertake to keep us indemnified and held harmless from and against any and all demands, liabilities, damages, losses, costs and claims (including reasonable legal fees) asserted against us or our agents, suppliers, officers and employees that arise or result from:
- 9.52.1. Any product or service that you provide or perform (or agree to provide or perform).
  - 9.52.2. Any material or information that you supply infringes (or is alleged to infringe) the intellectual property rights of a third party.
- 9.53. **Beyond our control:** We are not liable under any circumstances for any loss of data, goodwill or profit resulting from service interruptions or for any consequences resulting from our inability to provide the Services because of something beyond our reasonable control.

## 10. DATA PRIVACY

- 10.54. **Third parties:** You agree and authorise us (and our Associated Companies) to use your personal information, and to disclose your personal information to our agents, Associated companies, credit reporting agencies, credit providers, carriers, carriage service providers and any relevant regulatory authorities for the following purposes:
- 10.54.1. Considering or applying Performance Telecom credit policy to your Teleweb and maintaining credit records about you. This information may be used for debt tracing and fraud prevention;
  - 10.54.2. Management of your account, including billing and collection of overdue payments;
  - 10.54.3. Providing, operating and administering the Services;
  - 10.54.4. Collating statistical and performance information about the Services for use by us in anonymised form in marketing and advertising our services to others;
  - 10.54.5. Informing you about new related products and services we reasonably believe may be of interest to you.
- 10.55. **Disclosure of your account details:** If you share your Avance Telecom customer account details to persons other than our authorised employees, it is entirely at your own risk.
- 10.56. **Credit worthiness:** We shall have the right to make enquiries as to your credit worthiness and you consent to the disclosure by us to such parties of information relevant for such purpose.

End of Document. See separate document "AT SLA" for our Service Level Agreement.