

## Standard Terms & Conditions for Team WiFi

### 1. DEFINITIONS

**Access Point/Hotspot:** means the radio access point that Users connect their devices to.

**Agreement:** means the contract made between the Supplier and the Customer upon these Terms and Conditions and the details set out in the Customer Service Agreement and its attachments.

**Charges:** means any or all of the charges and fees payable by the Customer for the Service pursuant to this Agreement

**Confidential Information:** means any information, whether communicated orally or in documentary or other form, which relates to the business of the Supplier including, without limitation, any information relating to products, customers, pricing, policies, methods, business plans and strategies, technical processes and financial affairs, in all cases whether expressly stated to be confidential or not.

**Customer:** means any business, individual, association or any other body using the Service by agreement with the Company.

**Content:** means information made available, displayed or transmitted in connection with the Service (including without limitation, information made available by means of an HTML "hyperlink", third party posting or similar means) including all trademarks, service marks and domain names contained in such information, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing.

**Customer Service Agreement:** means the form, signed by the Customer requesting the Service and agreeing to these Terms and Conditions.

**Data:** means information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form.

**Delivery:** means the point that the Equipment arrives at the Customer's or Customer's Sites before (where applicable) the unloading of Equipment from the delivery vehicle and 'Delivered' shall be construed accordingly.

**Equipment:** means equipment placed on a Site for the provision of the Service.

**Fee or Fees:** mean fees for the products and/or services supplied to the Customer.

**Internet:** means the global data network comprising interconnected networks using the TCP/IP protocol suite.

**Minimum Period:** means the period stated in the Agreement and commencing on the Start Date.

**Operational Service Date:** means the date when the Service is first made available to the Customer at a Site, or when a Customer first uses the Service, whichever is the earlier.

**Order:** means a Customer's order for services made manually on a Customer Order Form or any request for services via e-mail or the Internet.

**Party:** means either Supplier or the Customer;

**Parties:** means both Supplier and the Customer.

**Service:** means the service or, where appropriate part of the service.

**Site:** means a place at which the Supplier agrees to provide the Service.

**Software:** means any software provided by the Supplier to enable the Customer to access or use the Service.

**Supplier:** means Team Partners Telecommunications Ltd. Trading as Team WiFi Whose registered office is at: 8 Willway Street, Bristol, BS3 4BG. Company number 06256585. VAT No. 908 642 316.

**System Administrator:** means a person named by the Customer to be the point of contact with the Supplier for matters relating to the provision of the Service.

**Terms of Use:** means the end users agreement for using the service (<http://wifi.tptele.com/terms-of-use.pdf>)

**Third Party Information:** means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) not owned or generated by or on behalf of the Customer, published or otherwise made available by the Customer by using the Service.

**User:** means anyone who is properly permitted by the Customer to use or access the Service purchased by the Customer.

**Working Day:** means Monday to Friday, excluding UK Bank and Public Holidays.

**Working Hours:** means 0900hrs to 1730hrs, Monday to Friday, excluding UK Bank and Public Holidays.

## **2. COMMENCEMENT AND DURATION OF THIS CONTRACT**

- 2.1.** This Contract begins on the date that the Order Form is signed by both parties and will continue for the Minimum Period until and unless terminated in accordance with this Contract.

## **3. PROVISION OF SERVICES**

- 3.1.** The Service enables Users to register with and join the Suppliers Service via their selected social media account or login page.
- 3.2.** The Customer shall procure that each User shall treat any information which forms part of the Suppliers security procedures as confidential and that they shall not disclose it to any third party. The Customer shall be liable for any loss or damage arising out of the disclosure of any confidential information by the Customer or Users.
- 3.3.** The Service enables Users to connect to an Access Point or Hotspot on third party networks. The Supplier does not guarantee that Users can access the Internet or continue to access the Internet via any third-party network.
- 3.4.** The Supplier will:
- 3.4.1.** Provide the Customer with the Service on the terms of this Contract;
- 3.4.2.** Use reasonable endeavours to provide the Service by the date agreed with the Customer but all dates are estimates and Supplier has no liability for any failure to meet any date and
- 3.4.3.** Provide the Service with the reasonable skill and care of a competent telecommunications service provider; and
- 3.4.4.** Supplier will repair faults as quickly as possible. While we aim to respond to and resolve all faults within 24 hours, we cannot guarantee a resolution time.
- 3.5.** Occasionally the Supplier may:
- 3.5.1.** For operational reasons change the technical specification of the Service and/or the access codes, usernames, passwords or other security information to access the service;
- 3.5.2.** Give the Customer and/or Users instructions, which it believes are necessary for reasons of health, safety, security or the quality of any telecommunications service provided by the Supplier. The Customer shall procure that they and the Users comply with any such instructions; or
- 3.5.3.** Temporarily suspend the Service because of an emergency or to undertake maintenance or implement improvements or for the purpose of ensuring network or information security. The Supplier will use reasonable endeavours to keep the periods of temporary suspension to a minimum and will restore Service as soon as possible.
- 3.5.4.** Before doing any of these things, the Supplier will give the customer as much notice as possible in accordance with Clause 20 of this contract.
- 3.6.** With the exception of the Supplied Equipment and the Software, the Customer and User is responsible for providing suitable computer hardware, software and telecommunications equipment and services necessary to access and use the Service.

## **4. EQUIPMENT**

- 4.1.** Delivery
- 4.1.1.** The Supplier shall supply the Equipment, and shall take reasonable steps to deliver the Equipment within an estimated period for delivery, but such time is not guaranteed nor deemed to be of the essence of the Contract.
- 4.1.2.** The Customer shall be responsible for providing the Supplier with any necessary instructions for delivery of the Equipment within a reasonable period prior to the estimated delivery date.
- 4.1.3.** If the Customer fails to take delivery of the Equipment or if by reason of instructions or lack of instructions from the Customer the delivery of any Equipment in accordance with the Contract is delayed for more than twenty-eight days after the Supplier has given notice in writing to the Customer that the Equipment is ready for delivery the Equipment shall be deemed to have been

Delivered in accordance with the Contract and thereafter the Equipment shall be deemed to be at the risk of the Customer. The Customer shall pay to the Supplier the reasonable costs of storing, protecting and preserving such Equipment after the expiry of such period of twenty-eight days.

- 4.1.4.** If by reason of refusal or delay of delivery the Equipment shall be deemed to have been delivered, and payment shall be made by the Customer to the Supplier for the balance of the Price within seven days of such deemed delivery date.

## **4.2. Installation**

- 4.2.1.** Where the Supplier needs to supply & install Equipment at a site to enable the Supplier to provide the Service the Customer will prior to installation:

- 4.2.1.1.** Prepare the site in accordance with the Supplier's reasonable instructions, if any;
- 4.2.1.2.** Make available a suitable place and conditions for the supplied equipment; and
- 4.2.1.3.** Provide at no charge to the Supplier sufficient electricity to power the supplied equipment.

After installation is completed it is the Customer's responsibility to restore the condition of the site, including any re-decorating that may be required.

## **4.3. Property and risk**

- 4.3.1.** The Equipment shall be at the Customer's risk from the moment of Delivery or deemed Delivery whether or not payment or part payment made therefore, and thereafter the Customer shall be responsible for insuring the Equipment.
- 4.3.2.** Notwithstanding Delivery and the passing of risk, the property and the legal and beneficial title in the Equipment supplied under the Contract shall not pass to the Customer.
- 4.3.3.** The Customer shall hold such Equipment as the Supplier's fiduciary agent and bailee, and keep such Equipment properly stored, protected and insured and identified as being the Supplier's property.
- 4.3.4.** The Supplier shall be entitled at any time to require the Customer (at the Customer's cost) to deliver up the Equipment to the Supplier at its nominated location and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Equipment is stored and remove and repossess such Equipment.
- 4.3.5.** The Customer shall not, without the written consent of the Supplier, be entitled to pledge or in any way charge by way of security for any indebtedness, any Equipment which remains the property of the Supplier, but if the Customer does so all monies owing by the Customer to the Supplier shall (without prejudice to any right or remedy of the Supplier) forthwith become due and payable. The Customer shall ensure that any Equipment provided by the Supplier, which remains the property of the Supplier shall remain identifiable and shall be kept free from any loss, damage, and/or deterioration and insured against all risks for its full reinstatement value.
- 4.3.6.** The Customer is responsible for the Equipment and must not add to, modify or in any way interfere with the Equipment, nor allow anyone else (other than someone authorised by the Supplier) to do so. The Customer will be liable to the Supplier for any loss of or damage to the Equipment, except where such loss or damage is due to fair wear and tear or is caused by the Supplier, or anyone acting on the Supplier's behalf.

## **4.4. Liability for replacement or repair**

- 4.4.1.** Subject to the following sub-Clauses of this Clause 4.4, the Supplier shall, for a period of twelve months from the date of Delivery, at its option either repair or replace any defective Equipment to make good any defect which shall be proved to the satisfaction of the Supplier to be the result of faulty design, materials or manufacture or Installation (only where the Supplier supplies Installation Services under the Contract) provided that the Supplier shall have no liability for any such defects unless the Customer notifies the Supplier, within three working days from Delivery, of any defect arising prior to and/or on Delivery or Installation (as the case may be) and (subject

to Clause 4.4.2) within twenty-four hours of any latent defect arising within such twelve month period.

- 4.4.2.** Where the Customer enters into an agreement for maintenance of the Equipment with a third party, the Supplier's liability for repair, replacement, and renewal under the Contract shall be transferred to the relevant third party maintenance provider on Delivery, subject only to the Supplier's relevant liability in respect of defects arising on or before Delivery of the Equipment provided that the Customer notifies the Supplier within three working days of Delivery in accordance with Clause 4.4.1.
- 4.4.3.** The liability of the Supplier shall apply only to defects that appear under proper use and under conditions of operation not more onerous than those declared to the Supplier by the Customer prior to entering into the Contract, and in particular shall not apply to defects which arise from the neglect, misuse, or faulty maintenance of the Customer or any of its contractors or arising from normal wear and tear.
- 4.4.4.** Any parts that need to be returned to the Supplier or replacement parts (repaired or new) delivered to the Customer will be at the Customers cost.
- 4.4.5.** The Supplier reserves the right to charge on a quantum meruit basis for the costs of repairs and/or call-outs where the damage has resulted from misuse or unauthorised repair or alteration of the Equipment by the Customer, or from normal wear and tear.
- 4.4.6.** Neither acknowledgement of receipt nor investigation by the Supplier of any claim hereunder or consent given hereunder shall constitute or imply admission by the Supplier of any liability in respect of such claim.

## **5. CONNECTION OF EQUIPMENT ON THE SERVICE**

- 5.1.** The Customer must ensure that any equipment connected to or used with the Service, including User devices are connected and used in accordance with any applicable instructions, safety or security procedures.
- 5.2.** The Customer must ensure that any equipment, including User devices, which are attached (directly or indirectly) to the Service, are technically compatible with the Service and approved for that purpose under any relevant legislation.

## **6. ACCESS AND SITE REGULATIONS**

- 6.1.** To enable the Supplier to carry out its obligations under this Contract the Customer will provide the Supplier employees, and anyone acting on the Supplier's behalf, who produces a valid identity card, with access to any Site or any other premises outside the Supplier's control at all reasonable times. The Supplier or any one acting on behalf of the Supplier, will normally only require access during its Working Hours but may, on reasonable notice, require the Customer to provide access at other times. The Supplier may agree to work outside its Working Hours, but the Customer must pay the Supplier's additional charges for doing so.
- 6.2.** The Suppliers employees and anyone acting on the Supplier's behalf will observe the Customer's reasonable Site regulations (or regulations pertaining to the relevant premises) as previously advised in writing to the Supplier. In the event of any conflict between the Site (or relevant premises) regulations and this Contract, this Contract will prevail.
- 6.3.** The Supplier and the Customer will meet each other's reasonable requirements for the safety of people on any Site (or relevant premises).

## **7. USE OF THIS SERVICE**

- 7.1.** The Customer and Users may use the Service provided that:
  - 7.1.1.** Users access the service in accordance with the Terms of Use. It is the Customer's responsibility to ensure that Users comply with the Terms of Use.
  - 7.1.2.** The Customer and Users comply with the terms of any communications legislation;

- 7.1.3.** The Customer or any User does not use the Service to send any communication which is illegal including spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party; and
- 7.1.4.** The Customer shall remain responsible for any access and use of the Service by its staff and Users, all charges incurred and compliance with all terms and conditions by its staff and Users under this Contract.
- 7.1.5.** The Customer shall not, and shall not permit any User to do anything that is likely to adversely interfere with the provision of the Service.
- 7.1.6.** The Customer is responsible for obtaining and keeping in force any licence necessary to use the Service in the country it is provided.
- 7.2.** So far as may be permitted by relevant law or regulation, it is agreed that the Supplier will have no liability and the Customer or User will make no claim in respect of any matter arising from any use of the Service which is contrary to the provisions of clause 7.1 and/or the Supplier's specific instructions, such instructions to be provided in writing under the notice provisions of clause 19.
- 7.3.** Except as may be otherwise specifically provided under this Contract, the obligations and responsibilities of the Supplier under this Contract are solely to the Customer and not to any third party, including any other User. To the extent permitted by law, and subject to the limitations of liability in clause 13, the Customer will indemnify the Supplier against any liabilities or costs arising from any and all claims by any third party in connection with the use of the Service.
- 7.4.** The Customer may not re-sell the Service or any data collected by it.
- 7.5.** The Customer warrants that it will comply with clause 7.4 and the Customer shall indemnify the Supplier for any breach of this warranty.

## **8. INTERNET**

- 8.1.** The Service enables access to the Internet. The Internet is separate from the Service and use of the Internet is solely at the Customer's and Users risk and subject to all applicable laws. The Supplier has no responsibility for any information, software, services or other materials obtained by the Customer or User using the Internet.

## **9. INTELLECTUAL PROPERTY**

- 9.1.** Ownership of and all intellectual property rights in any Supplied Equipment, software, operating manuals and associated documentation, made available as part of the Service or otherwise generated by or for the Supplier in connection with this Contract, shall remain the property of the Supplier or its licensors. The Supplier will grant the Customer a personal, non-transferable and non-exclusive license to use and to permit its Users to use, in object code form, the Software and associated written and electronic documentation and data furnished by the Supplier pursuant to this Contract, solely as necessary for receipt of the Service and solely in accordance with this Contract and the applicable written and electronic documentation. The term of any license granted by the Supplier pursuant to this clause 9.1 is co-terminus with the Minimum Period for the Service with which the Software is associated.
- 9.2.** The Customer and User must not, without Supplier's prior written consent, copy or download the Software and must promptly return all tangible material relating to the Software to the Supplier following termination of the Service or this Contract whichever takes place earliest, unless required under applicable law and/or regulation and unless the tangible material relating to the Software is required for the provision of the Service which is still being provided to the Customer at the time of termination of the Contract. The Customer and User must not take any steps to modify the Software, or reverse assemble, reverse compile (except as permitted by applicable law) or otherwise derive a source code version of the Software. The Software is and will remain the sole and exclusive property of the Supplier or its supplier.

## **10. INTELLECTUAL PROPERTY INDEMNITIES**

- 10.1.** If the Service becomes, or the Supplier believes it is likely to become, the subject of an allegation or claim for infringement of any intellectual property rights, the Supplier, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Service, so that it is no longer infringing. If neither of those remedies is available to the Supplier on reasonable terms, Supplier may so notify the Customer and terminate such infringing Service without penalty to either Party.
- 10.2.** The Customer shall indemnify the Supplier for any breach in clause 9 by the Customer or Users.
- 10.3.** The limitations and exclusions of liability contained in clause 13, do not apply to this clause 10.

## **11. CONFIDENTIALITY**

- 11.1.** The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Contract and will not disclose that information to any person (other than their employees or professional advisers, or in the case of the Supplier the employees of the Supplier who need to know the information) without the written consent of the other party.
- 11.2.** This clause 11 will not apply to:
  - 11.2.1.** Any information, which has been, published other than through a breach of this Contract;
  - 11.2.2.** Information lawfully in the possession of the recipient before the disclosure under this Contract took place;
  - 11.2.3.** Information obtained from a third party who is free to disclose it; and
  - 11.2.4.** Information, which a party is requested to disclose and if it did not could be required by law to do so. The disclosing party shall notify the other in writing of such disclosure.
- 11.3.** This clause 11 will remain in effect for 5 years after the termination of this contract.

## **12. CHARGES AND PAYMENT**

- 12.1.** Charges may be payable upon invoice or prior to the initial connection by direct debit.
- 12.2.** If charges are ascertainable in advance they may be invoiced in advance. In respect of unascertainable future charges the supplier may require a reasonable security deposit. Invoices can be monthly, quarterly or annually.
- 12.3.** The supplier requires the customer to pay by direct debit. In the event that the customer is unwilling or unable to pay by the chosen automated means or such automated means are not set up or fail for any reason an additional £39 administration charge shall be levied for each invoice.
- 12.4.** Invoices are payable within 14 days of their date. If a direct debit instruction is cancelled by the customer and collection is not made all services will be disconnected without notice. A reconnection fee will apply upon receipt of all outstanding invoices.
- 12.5.** Overdue payments shall be subject to a fixed sum penalty or interest at an annual rate equal to the statutory interest rate chargeable under the Late Payment of Commercial Debts (Interest) Act 1998 both before and after judgement.
- 12.6.** Charges are exclusive of Value Added Tax.
- 12.7.** The supplier shall in respect of each service be entitled to review and vary from time to time the Charges and introduce new charges.
- 12.8.** Charges may also be imposed in the following circumstances brought about by a customer request:-
  - 12.8.1.** Change of service.

## **13. LIMITATION OF LIABILITY**

- 13.1.** Neither Party excludes or restricts in any way its liability for death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.

- 13.2.** Subject to clause 13.1, neither Party shall be liable to the other or to any third party, (whether in contract, tort, under statute or otherwise (including in each case negligence) for any of the following types of loss or damage arising under or in relation to this Contract or any part of it:
- 13.2.1.** Any loss of business, profits, business contracts, anticipated savings, goodwill, or revenue, and/or
  - 13.2.2.** Any loss or corruption or destruction of data; and/or
  - 13.2.3.** Loss or interruption of internet access; or
  - 13.2.4.** Any special, indirect or consequential loss or damage whatsoever, whether or not that Party was advised in advance of the possibility of such loss or damage.
  - 13.2.5.** The Supplier shall not be liable for any errors or interruption in the installation process, whether within or outside its control.
- 13.3.** The Supplier shall provide the Service on an “as is” basis and warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from this agreement.
- 13.4.** The Supplier shall not be held responsible for any loss, damage or inconvenience the Customer or any User may suffer for emergency or scheduled maintenance.

#### **14. MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY**

- 14.1.** Neither Party shall be liable for the performance of its obligations if the Parties can establish that performance has been prevented by Force Majeure hereinafter defined, which shall include, but not be limited to events which are unpredictable, unforeseeable, irresistible and beyond the Parties' control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riot, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned Party ("Force Majeure Event").
- 14.2.** In the event of:
- 14.2.1.** A refusal or delay by a third person to supply a telecommunications service to the Supplier and where there is no alternative service available at reasonable cost; or
  - 14.2.2.** The Supplier being prevented by restrictions of a legal or regulatory nature from supplying the Service.
  - 14.2.3.** The Supplier will have no liability to the Customer for failure to supply the Service.
- 14.3.** If any of the events detailed in clauses 14.1 & 14.2 continue for more than 30 (thirty) days, either Party may serve notice on the other terminating the affected part of the Service, without liability to the other Party.

#### **15. TERMINATION OF THIS CONTRACT BY NOTICE**

- 15.1.** The Customer may terminate this Contract on 30 days notice, in writing, to the Supplier.
- 15.2.** The Supplier may terminate this Contract at 30 days notice, in writing, to the Customer.
- 15.3.** A Customer terminating this Contract before its Minimum Period has expired must pay the Supplier:
  - 15.3.1.** Any outstanding Connection and Termination Charges; and
  - 15.3.2.** The complete rental fees for the remainder of the contract.

#### **16. BREACHES OF THIS CONTRACT**

- 16.1.** Either party may terminate this contract immediately on notice if the other, including the User:
- 16.1.1.** Commits a material breach of this Contract, which is capable of remedy, and fails to remedy the breach within a reasonable time of a written notice to do so; or
  - 16.1.2.** Commits a material breach of this Contract which cannot be remedied; or
  - 16.1.3.** Is repeatedly in breach of this Contract; or
  - 16.1.4.** Is in breach of the Terms of Use

- 16.1.5.** Is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or if it goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over its assets.
- 16.2.** If the Supplier is entitled to terminate this Contract under clause 16.1, the Supplier may, on giving prior notice where practicable suspend the Service without prejudice of such termination rights. Where the Service is suspended under this clause, the Customer must pay the charges for the Service until this Contract is terminated.
- 16.3.** If this Contract is terminated by the Supplier because of an event specified in clause 16.1, the Customer must pay the Supplier the termination charges due, if any, plus the remaining part of the Minimum Period in accordance with clause 15.3.
- 16.4.** If this Contract is terminated by the Customer because of an event specified in clause 16.1, the Customer will only be liable to pay the Supplier the termination charges due under Clause 15.3.1, if any.

## **17. CHANGES TO THIS CONTRACT**

This Supplier has the right to revise and amend these terms and conditions from time to time on giving the Customer at least 30 days' notice in writing.

## **18. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 18.1.** Either Party reserves the right to assign all or part of the Contract at any time to any Affiliate which can sufficiently execute the obligations under the Contract, subject to providing the other Party with prior written notice of such assignment. Any other assignment requires the prior written agreement of the other Party, which shall not be unreasonably withheld.
- 18.2.** This Contract will be binding on, and ensure to the benefit of, the Parties and their successors and permitted assigns.
- 18.3.** The Supplier may subcontract the performance of any of its obligations under this Contract, but without relieving the Supplier from any of its obligations to the Customer. The Customer agrees and understands that it may need to interact directly with a subcontractor for ordering, provisioning or maintaining the subcontracted Service.

## **19. PRIVACY AND DATA PROTECTION**

- 19.1.** The Supplier shall process information about Users; including personal data provided by the Customer or User before or during the contract in accordance with the Suppliers Privacy Policy.
- 19.2.** While the Supplier agrees to take the necessary steps to ensure the security of the Service, it is not responsible for the accidental loss or destruction of any personal data a User sends or receives via the Service and the Supplier excludes all liability of any kind in relation to the content or security of such data. For the avoidance of doubt, this does not limit or exclude any liability the Supplier has for a breach of the Suppliers data protection obligations in relation to the information, which the Supplier obtains from the Customer before or during the term of the contract.
- 19.3.** The Customer agrees and acknowledges and warrants that all Users agree and acknowledge, that the Supplier may be required by law to provide assistance to law enforcement, governmental agencies and other authorities. Accordingly, the Customer agrees, and shall procure that each User agrees:
  - 19.3.1.** The Supplier may implement and maintain interception capabilities suitable to meet these requirements where the Supplier and/or partner networks are obliged by law to ensure or procure that such capabilities are implemented and maintained;
  - 19.3.2.** The Supplier may implement and maintain data retention capabilities to meet these requirements where the Supplier or its partner networks are obliged by law to ensure or procure that data is retained; and
  - 19.3.3.** The Supplier may at times co-operate with law enforcement authorities and rights-holders in the investigation of any suspected or alleged illegal activity by the Customer or Users. If the Supplier



is required to do so by law, this may include but is not limited to, disclosure of the Customer's or User's contact information to law enforcement authorities or rights-holders.

## **20. NOTICES**

All notices given under this contract shall be in writing, unless the Parties agree, and shall be sent by prepaid post or e-mail to the address below, or to any other address of addressee either Party has given to the other for that purpose.

To the Supplier:

Post: Team Partners Telecommunications Ltd, 8 Willway Street, Bristol, BS3 4BG

E-mail: support@tptele.com

To the Customer:

At the address or email address to which the Customer asks the Supplier to send the bills, the address of the Customers premises, or if the Customer is a limited company it's registered office.

## **21. LAW AND JURISDICTION**

This Contract is governed by the law of England and both parties submit to the jurisdiction of the English Courts.

## **22. MICELLANEOUS PROVISIONS**

Entire Agreement: This Contract supersedes all prior oral or written understanding between the Parties, constitutes the entire agreement with respect to its subject matter.

Inducement: The Parties acknowledge and agree that they have not been induced to enter into this Contract by any representation, warranty or other assurance not expressly incorporated into this Contract.

No Waiver: Except as otherwise specifically provided in this Contract, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Contract will operate as a waiver of any right, power or privilege.

Severance: If any provision of the Contract is held to be invalid or unenforceable, it will be severed from the Contract, the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement.

Survival of Obligations: The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

Rights of Third Parties: Other than any Affiliate of the Supplier (who shall each have the right to enforce the terms of this Contract), a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Data Protection: Each Party will strictly comply with the Data Protection Act 1998 (as amended from time to time) and any other applicable laws and regulations.