



SIP Services Terms and Conditions

CONTENTS

1. Commencement
2. Provision of the Service
3. Regulations and Use of the Service
4. Charges and Payments
5. Changing the Contract
6. Ending the Contract
7. Limitation of Liability
8. Intellectual Property and Confidentiality
9. General Terms
10. Definitions

1. COMMENCEMENT

1.1 The Contract begins on the date ATLAS COMMUNICATIONS (NI) Ltd (hereby referred to as Atlas) communicates its acceptance of the Customer's Order for the Service and will continue until ended by the Customer or Atlas in accordance with this Contract and any terms in the associated Order Form. Any particular provisions in addition to the Terms & Conditions of Sales will be stated as an addendum to this document and/or in the associated Order Form.

1.2 The Service commences on the Service Start Date.

2. PROVISION OF THE SERVICE

2.1 Unless the Service Schedule states otherwise, the Terms & Conditions stated refer to telephony line and call services only. Other services provided by ATLAS COMMUNICATIONS are subject to different Terms & Conditions of Sale.

2.2 Orders placed for the Service are business-to-business transactions only.

Site Preparation, Access and Installation

2.3 The Customer agrees to prepare the Site according to any instructions ATLAS COMMUNICATIONS may give and to provide ATLAS COMMUNICATIONS or Agent acting on behalf of ATLAS COMMUNICATIONS with reasonable access to the Site for the purposes of the Contract. The Customer agrees to provide at its expense a suitable place and conditions for ATLAS COMMUNICATIONS or Agent Equipment, where required, continuous mains electricity supply, and connecting points.

2.4 The Customer will obtain any permission needed for ATLAS COMMUNICATIONS or its Agent to put equipment on the Site.

2.5 The Customer and ATLAS COMMUNICATIONS will meet each other's reasonable safety and security requirements when on the Site. The Customer and ATLAS COMMUNICATIONS agree to look after each other's equipment on the Site. If the Customer or ATLAS COMMUNICATIONS damages the other's equipment it must pay for any repair or replacement needed. This does not apply where the damage results from normal use.

2.6 ATLAS COMMUNICATIONS will try to provide the Service by any date agreed with the Customer, but all dates are estimates, unless the Service Schedule states otherwise.

2.7 The Customer will be responsible for making good the Site, after any work has been undertaken by ATLAS COMMUNICATIONS at the Site, including putting items back and for re-decorating.



Faults and Repair

2.8 ATLAS COMMUNICATIONS will try to provide uninterrupted service, but the Customer understands and agrees that from time to time faults may occur.

2.9 If the Customer reports a fault in the Service ATLAS COMMUNICATIONS will repair the fault in accordance with the Service Level pertaining the Service. If ATLAS COMMUNICATIONS agrees to work outside the hours specified in the Contract or if the Customer reports a fault and ATLAS COMMUNICATIONS finds there is none or that the Customer has caused the fault, ATLAS COMMUNICATIONS may apply a charge. This charge will be based on ATLAS COMMUNICATIONS's reasonable costs.

3. REGULATIONS AND USE OF THE SERVICE

3.1 Any Customer Equipment must be:

(a) Technically compatible with the Service and not harm ATLAS COMMUNICATIONS's network or another customer's equipment;

(b) Connected using the applicable ATLAS COMMUNICATIONS or its Agent's network termination point, unless the Customer has ATLAS COMMUNICATIONS's permission to connect by another means, and used in compliance with any relevant instructions, standards or laws; and

(c) Adequately protected by the Customer against viruses and other breaches of security.

3.2 The Customer will not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with any ATLAS COMMUNICATIONS or its Agent's Equipment.

Proper Use

3.3 The Service must not be used:

(a) in contravention of any license, code of practice, instructions or guidelines issued by a regulatory authority, third party's rights or ATLAS COMMUNICATIONS's Acceptable Use Policy; or

(b) Fraudulently or in connection with a criminal offence or in any way that is unlawful and the Customer must make sure that this does not happen; or

(c) to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive; or

(d) in any way ATLAS COMMUNICATIONS considers is or is likely to be detrimental to the provision of the Service to the Customer or service to any of ATLAS COMMUNICATIONS's other customers.

3.4 The Customer will comply with ATLAS COMMUNICATIONS's reasonable instructions regarding health, security, safety or the quality of the Service.

Security

3.5 The Customer is responsible for the proper use of User Security Details (including any access to online billing or service platforms provided by ATLAS COMMUNICATIONS), if any, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons.

3.6 If the Customer believes that any User Security Details are or are likely to be used in an unauthorised way, the Customer must inform ATLAS COMMUNICATIONS immediately. The Customer must not change or attempt to change a user-name without ATLAS COMMUNICATIONS's prior agreement.

3.7 ATLAS COMMUNICATIONS does not guarantee the security of the Service against unauthorised or unlawful access or use. If ATLAS COMMUNICATIONS believes there is or is likely to be a breach of security or misuse of the Service ATLAS COMMUNICATIONS may:

(a) Change and/or suspend the User Security Details (and notify the Customer that it has done this); or

(b) Require the Customer to change the User Security Details.



Internet Access

3.8 Where the Service allows access to the internet the Customer understands and agrees that the use of the internet is at the Customer's own risk.

Content

3.9 Where ATLAS COMMUNICATIONS indirectly or directly provides the Customer with Content via the Service, the Customer's use of the Content is at the Customer's own risk. The Customer understands and agrees that:-

- (a) The Content may change from time to time;
- (b) The Content can only be used for its own purposes and is protected by copyright, trademark, and other Intellectual Property Rights. The Customer must not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the Content;
- (c) ATLAS COMMUNICATIONS does not guarantee the accuracy or completeness of the Content;
- (d) Some of the Content will have its own terms and conditions. These may be displayed online or elsewhere. If the Customer accesses this Content the Customer must keep to these terms and conditions;

Operational Changes

3.10 Occasionally, for operational reasons, including the provision of service enhancements and/or software upgrades, ATLAS COMMUNICATIONS or its Agent may:-

- (a) change any codes or numbers given to the Customer, the performance or functionality of the Service, or the way ATLAS COMMUNICATIONS provides the Service, provided that any change to the Service or the way ATLAS COMMUNICATIONS provides the Service does not affect the performance or functionality of the Service to the Customer's significant detriment; or
- (b) Interrupt or suspend Service. If this happens, ATLAS COMMUNICATIONS will restore the Service as quickly as possible.

Numbers

3.11 The Customer does not own any number or have any right to sell the number related to the Service.

Indemnity

3.12 The Customer will indemnify ATLAS COMMUNICATIONS against any claims or legal proceedings that are brought or threatened against ATLAS COMMUNICATIONS by a third party because the Service is or has been used in breach of clauses 3.1 to 3.7, 3.9 (b) and 3.11. ATLAS COMMUNICATIONS will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

Monitoring and Recording Communications

3.13 ATLAS COMMUNICATIONS may monitor and record its communications with the Customer, including e-mails and phone conversations. Information collected by ATLAS COMMUNICATIONS may be used for training purposes, quality assurance, to record details about the Services ordered by the Customer, and in order to meet ATLAS COMMUNICATIONS's legal and regulatory obligations. ATLAS COMMUNICATIONS or its Agent may records all to 999 or 112 services.

WEEE Regulations

3.14 The Customer is responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ("the WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Contract that has become waste electrical and electronic equipment ("WEEE"). ATLAS COMMUNICATIONS and the Customer acknowledge that for the purposes of Regulation 9 this clause is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE Regulations. The Customer will indemnify ATLAS COMMUNICATIONS against any claims or legal proceedings that are brought or threatened against ATLAS COMMUNICATIONS by a third party which would not have been caused or made had the Customer fulfilled its express or implied obligations under this clause or in connection with the WEEE Regulations. ATLAS COMMUNICATIONS will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

4. CHARGES AND PAYMENTS

General

4.1 Charges for the Service are as detailed in the associated Order Form and calculated using the details recorded by ATLAS COMMUNICATIONS. Unless otherwise stated in the Service Schedule or Order Form, ATLAS COMMUNICATIONS will bill charges in pounds sterling and the Customer will pay all charges.

4.2 The Customer is responsible for and must pay the charges for the Service whether the Service is used by the Customer or someone else.

4.3 ATLAS COMMUNICATIONS will send the bills to the address notified by the Customer to ATLAS COMMUNICATIONS. Unless otherwise stated in the Order Form, ATLAS COMMUNICATIONS will send its first bill shortly after providing the Service, and then at regular intervals, usually every month. Sometimes ATLAS COMMUNICATIONS may send the Customer a bill at a different time.

4.4 The Customer will be liable for charges for the Service from the Service Start Date, unless otherwise stated in the Service Schedule.

4.5 Unless otherwise stated in the Service Schedule the Customer agrees to pay:

- (a) In advance for subscription, rental, and other recurring charges (including any inclusive usage charges); and
- (b) In arrears for usage (excluding inclusive usage charges), connection and any other non-recurring charges. Where possible the charges will appear on the Customer's next bill but sometimes there may be a delay.

4.6 All charges are exclusive of VAT, which is chargeable at the applicable rate, unless otherwise provided in the Service Schedule.

4.7 If payment of any charges becomes subject to withholding tax, levy or similar payment obligation imposed by a foreign tax authority on sums due to ATLAS COMMUNICATIONS under the Contract such withholding tax amounts will be borne and paid for by the Customer in addition to the sums due to ATLAS COMMUNICATIONS. The Customer will provide ATLAS COMMUNICATIONS without charge the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Customer.

4.8 As part of its credit management procedures, ATLAS COMMUNICATIONS may at any time:

- (a) Require the Customer to pay a deposit or provide a guarantee as security for payment of future bills by the means requested by ATLAS COMMUNICATIONS; and/or
- (b) Carry out a credit check of the Customer. The Customer agrees to provide ATLAS COMMUNICATIONS with any information ATLAS COMMUNICATIONS may reasonably require for this.

4.9 Payment is due on the date specified on the bill, unless otherwise stated in the Service Schedule.

4.10 The Customer must pay all charges by direct debit, unless otherwise advised by ATLAS COMMUNICATIONS and communicated in the Order Form. The Customer is responsible for advising ATLAS COMMUNICATIONS promptly of any changes to its bank details that may affect payment of the charges.

4.11 Payments made other than by direct debit or monthly payment plan will be collected by ATLAS COMMUNICATIONS or its chosen Agent unless otherwise advised by ATLAS COMMUNICATIONS.

4.12 Where ATLAS COMMUNICATIONS has agreed that the Service can be included within a standard ATLAS COMMUNICATIONS pricing scheme, the Customer agrees that while the Service is included within the pricing scheme, the charges specified in the Order Form may be amended. ATLAS COMMUNICATIONS is required to provide a minimum 30 days notice of any such amendments.

Disputed Bills

4.13 If the Customer disputes any charge on a bill the Customer will notify ATLAS COMMUNICATIONS in writing within 7 days of the date of the bill with all relevant information. Where the disputed amount is:-

- (a) Less than 5% of the total bill, the Customer will pay the full amount of the bill; or
 - (b) More than 5% of the total bill, the Customer must pay the amount not in dispute.
- Any disputes will be resolved promptly and the resolved amount if any is payable immediately.

Late Payment

4.14 If ATLAS COMMUNICATIONS does not receive payment by the due date, ATLAS COMMUNICATIONS may charge the Customer:

- (a) Any late payment charge as referred; and/or
- (b) daily interest on late payments at a per annum rate equal to 5% above the base lending rate of the European Central Bank, compounded daily, for the period beginning on the date on which payment is due and ending on the date on which payment is made.

4.15 If the Customer does not pay a bill, ATLAS COMMUNICATIONS may instruct the nominated ATLAS COMMUNICATIONS collection agency to collect payment (including any interest and/or late payment charges) on its behalf. If ATLAS COMMUNICATIONS instructs an agency, the Customer must pay ATLAS COMMUNICATIONS an additional sum. This will not exceed the reasonable costs ATLAS COMMUNICATIONS has to pay to the agency, who will add the sum to the Customer's amount outstanding to ATLAS COMMUNICATIONS on ATLAS COMMUNICATIONS's behalf.

4.16 If any sum owed by the Customer to ATLAS COMMUNICATIONS under the Contract or any contract with ATLAS COMMUNICATIONS is not paid by the due date, ATLAS COMMUNICATIONS may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with ATLAS COMMUNICATIONS.

Credit Checks & Fraud Prevention

4.17 ATLAS COMMUNICATIONS may check the Customer's details with a credit rating agency or fraud prevention agency. If the Customer provides information that ATLAS COMMUNICATIONS reasonably believes to be false or incorrect and ATLAS COMMUNICATIONS suspects fraud, ATLAS COMMUNICATIONS may record this information with a fraud prevention agency. ATLAS COMMUNICATIONS and other organisations may use and search this information.

5. CHANGING THE CONTRACT

5.1 ATLAS COMMUNICATIONS can change the Contract (including the charges) with a minimum 30 days notification and will publish any change in line with clause 5.2.

5.2 Unless otherwise stated in the Order Form, will notify any changes to the Contract (including the charges) directly to the Customer as follows:

- (a) For changes that are to the Customer's significant detriment, at least 30 days before the change is to take effect; and
- (b) For all other changes at least 30 days before the change is to take effect.

6. ENDING THE CONTRACT

6.2 The Contract or the Service may be ended by either party on 30 days written notice to the other after the end of the minimum of contract stated in the Order form.

6.3 The Customer may end the Contract if:

- (a) ATLAS COMMUNICATIONS materially breaches the Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or
- (b) ATLAS COMMUNICATIONS or its successors ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes 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 Northern Ireland law.

6.4 ATLAS COMMUNICATIONS may suspend the Service or end the Contract, or both, at any time without notice if:

(a) The Customer breaches the Contract or any other contract that the Customer has with ATLAS COMMUNICATIONS and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by ATLAS COMMUNICATIONS to do so. In this clause breach includes non-payment of any valid invoice by due date.

(b) ATLAS COMMUNICATIONS reasonably believes that the Service is being used in a way forbidden by clauses 3.1 to 3.7, 3.9 (b) and 3.11. This applies even if the Customer is unaware that the Service is being used in such a way; or

(c) the Customer ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes 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.

The Customer will continue to pay the charges during any period of suspension.

Consequences of ending the Contract

6.5 If the Customer or ATLAS COMMUNICATIONS ends the Contract or the Service during the Minimum Period as stated in the Order Form the Customer will pay ATLAS COMMUNICATIONS any termination charges set out in the Order Form.

This clause will not apply if:

(a) The Customer ends the Contract or Service during the Minimum Period because ATLAS COMMUNICATIONS is in material breach of this Contract; or

(b) the Customer gives notice to end the Contract within three months of ATLAS COMMUNICATIONS notifying the Customer of an increase to the charges or changes to the Conditions in either case to the Customer's significant detriment; or

(c) ATLAS COMMUNICATIONS ends the Contract or the Service during the Minimum Period for convenience; or

(d) The Contract ends because either clause 8.6 or 9.1(c) applies.

(e) Additional clauses are agreed and set out within the Order Form

6.6 If the Contract ends ATLAS COMMUNICATIONS will refund any money owed to the Customer after first deducting any money due to ATLAS COMMUNICATIONS under this Contract or any other contract that ATLAS COMMUNICATIONS has with the Customer.

7. LIMITATION OF LIABILITY

7.1 Neither the Customer or ATLAS COMMUNICATIONS excludes or restricts in any way its liability under or in connection with the Contract for death or personal injury caused by its negligence or to any extent not permitted by law.

7.2 Subject to clauses 7.1 and 7.3, the Customer and ATLAS COMMUNICATIONS's liability to the other under or in connection with the Contract for all and any direct loss or damage arising from any one incident or series of connected incidents in any period of 12 months is limited to £5000.

7.3 Neither the Customer or ATLAS COMMUNICATIONS will be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for:

(a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the Contract or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or

(b) Any indirect or consequential loss or damage whatsoever.

7.4 Nothing in this clause 7 or in the Contract excludes or limits the Customer's liability to pay (without set off) the charges.

7.5 The limitations of liability referred to in clauses 7.2 and 7.3 above will not apply in respect of claims brought under 3.12 and 8.4

7.6 Each part of this 7 clause operates separately. If any part of the clause is held by a Court to be unreasonable or inapplicable, the rest of the clause will continue to apply.

7.7 The Customer is advised by ATLAS COMMUNICATIONS to maintain its own business continuity insurance.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Intellectual Property

8.1 All Intellectual Property Rights whether pre-existing or created by the Customer or ATLAS COMMUNICATIONS during or arising from the performance of the Contract will remain the absolute property of that party or its licensors.

8.2 If Software is provided to enable the Customer to receive and use the Service, ATLAS COMMUNICATIONS will grant the Customer a, non-transferable and non-exclusive license to use the Software in object code form solely as necessary for receipt of the Service and solely in accordance with the Contract and the applicable documentation. The term of any license granted by ATLAS COMMUNICATIONS under this clause is co-terminous with the term of the Service with which the Software is associated.

8.3 If the Service provides the Customer with Software licensed by third parties who require the Customer to accept their terms of use, the Customer must keep to those terms.

8.4 Except as permitted by applicable law or as expressly permitted under the Contract the Customer agrees not to copy, de-compile or modify any Software, or knowingly permit anyone else to do so.

8.5 ATLAS COMMUNICATIONS will indemnify the Customer against all claims and proceedings arising from infringement of any third party's Intellectual Property Rights by ATLAS COMMUNICATIONS's provision of the Service to the Customer. This indemnity will not apply to claims or proceedings arising from:

(a) Use of the Service or any Software in conjunction or combination with other equipment or software or any other service not supplied by ATLAS COMMUNICATIONS; or

(b) Any unauthorised modification of the Service or any Software; or

(c) Content, designs, specifications or software supplied by or on behalf of the Customer; or

(d) Use of the Service or any Software other than in accordance with the Contract.

In relation to any claim or allegation of infringement, the Customer will promptly notify ATLAS COMMUNICATIONS in writing and must not make any admission without ATLAS COMMUNICATIONS's prior written consent. The Customer will allow ATLAS COMMUNICATIONS sole conduct of all negotiations and proceedings and give ATLAS COMMUNICATIONS all reasonable assistance in doing so. ATLAS COMMUNICATIONS will pay the Customer's reasonable expenses for such assistance.

8.6 If the Service becomes, or ATLAS COMMUNICATIONS believes it is likely to become, the subject of a claim of infringement of any Intellectual Property Rights ATLAS COMMUNICATIONS, at its option and expense, may:

(a) Secure for the Customer a right of continued use; or

(b) Modify or replace the Service so that it is no longer infringing, provided that modification or replacement must not materially affect the performance of the Service.

If the indemnity in clause 8.5 applies and none of the remedies in this clause is available to ATLAS COMMUNICATIONS on reasonable terms, ATLAS COMMUNICATIONS may notify the Customer and terminate the Service without liability to the Customer.

8.7 The indemnity in clause 8.5 sets out the Customer's sole and exclusive remedy for infringement of Intellectual Property Rights.

Confidentiality

8.8 Subject to clause 8.9 ATLAS COMMUNICATIONS and the Customer will keep in confidence all Confidential Information, ATLAS COMMUNICATIONS provides or receives under or in connection with the Contract and will not disclose to any other party other than in confidence to:

- (a) Their employees or employees of their Group Companies; or
- (b) Their professional advisers; or
- (c) In the case of ATLAS COMMUNICATIONS, employees of their subcontractors who have a need to know such Confidential Information and to the extent necessary for performance of the Contract or use of the Service.

8.9 Clause 8.8 will not apply to information, which is:

- (a) In the public domain other than through a breach of the Contract; or
- (b) In the possession of the Customer or ATLAS COMMUNICATIONS without confidentiality restriction before disclosure under the Contract; or
- (c) ATLAS COMMUNICATIONS obtained from a third party who has a lawful right to disclose it; or

8.10 If either ATLAS COMMUNICATIONS or the Customer receives a demand from a lawful authority, regulatory authority or court to disclose any Confidential Information provided to it by the other, it may comply with such demand if it has:

- (a) satisfied itself that the demand is lawful;
- (b) Given the other party the maximum written notice permissible under the demand in which to make representations; and
- (c) Marked the required information as the Confidential Information of the other party.

8.11 The Customer and ATLAS COMMUNICATIONS acknowledge that breach of clauses 8.8 to 8.10 may cause irreparable harm for which damages may not be an adequate remedy and that injunctive relief may be available for such breach.

8.12 Information ATLAS COMMUNICATIONS holds about the Customer may be used for fraud prevention and credit vetting purposes and this may include ATLAS COMMUNICATIONS sharing such information with third party companies including other communication companies.

8.13 Where the Freedom of Information Act 2000 applies to the Customer and the Customer receives a request under the Act that includes any information held by the Customer that was provided by ATLAS COMMUNICATIONS in connection with the Contract the Customer will:-

- (a) Notify ATLAS COMMUNICATIONS immediately of the request; and
- (b) Give ATLAS COMMUNICATIONS at least five Working Days to make representations.

9. GENERAL TERMS

Matters Beyond Reasonable Control

9.1 (a) If the Customer or ATLAS COMMUNICATIONS is prevented, hindered or delayed from performing any obligation under the Contract because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the Customer or ATLAS COMMUNICATIONS is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing its obligations under the Contract.

- (b) ATLAS COMMUNICATIONS will not be liable for failure to or delay in supplying the Service if:
 - (i) our Agent or another supplier delays or refuses the supply of an electronic communications service to ATLAS COMMUNICATIONS and no alternative service is available at reasonable cost; or

(ii) Legal or regulatory restrictions are imposed that prevent ATLAS COMMUNICATIONS from supplying the Service.

(c) If any of the events detailed in clauses 9.1(a) or 9.1(b) materially affects the performance of the Contract and continues for more than three months then the Customer or ATLAS COMMUNICATIONS may terminate the Contract in whole or part by written notice to the other.

Escalation and Dispute Resolution

9.2 ATLAS COMMUNICATIONS will try to work through any complaint or dispute that the Customer may have with ATLAS COMMUNICATIONS. Any dispute must be raised in writing with the Customer's or ATLAS COMMUNICATIONS's representative as appropriate giving all relevant details including the nature and extent of the dispute. The Customer and ATLAS COMMUNICATIONS will use reasonable endeavours to resolve any dispute as follows:

(i) a dispute which has not been resolved by the Customer's or ATLAS COMMUNICATIONS's representative within 14 days of being raised may be referred by the Customer or ATLAS COMMUNICATIONS to the first level by written notice to the other; and

(ii) If the dispute is not resolved at the first level within 14 days of referral, the Customer or ATLAS COMMUNICATIONS may refer the dispute to the second level by written notice to the other.

The Customer's and ATLAS COMMUNICATIONS's representatives at the first and second levels are as notified by the Customer and ATLAS COMMUNICATIONS to the other from time to time.

(c) If the dispute is not resolved after the procedures detailed in clause 9.2 (b) have been followed then, if the Customer and ATLAS COMMUNICATIONS agree, the dispute will be settled by mediation in accordance with the procedures specified by an agreed dispute resolution service

(i) The mediator will be appointed by agreement of the Customer and ATLAS COMMUNICATIONS

(ii) All negotiations on the dispute and any agreement reached will be kept confidential.

(d) Nothing in this clause 9.2 will prevent the Customer or ATLAS COMMUNICATIONS from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

Transfer of Rights and Obligations

9.3 The Customer and ATLAS COMMUNICATIONS may not transfer any of their rights or obligations under the Contract without the written consent of the other, except that:

(a) the Customer may transfer its rights or obligations or both to a Group Company with the written consent of ATLAS COMMUNICATIONS, such consent not to be unreasonably withheld or delayed; and

(b) ATLAS COMMUNICATIONS may transfer its rights or obligations or both to a Group Company without consent provided that it notifies the Customer that it has done so.

Severability

9.4 If any term of the Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Contract had been made without the invalid, illegal or unenforceable terms.

Survival

9.5 Clauses 4.14, 4.15, 7, and 8.8 to 8.13 will survive the termination or expiry of this Contract for two years.

Entire Agreement

9.6 (a) The Contract contains the entire agreement between the Customer and ATLAS COMMUNICATIONS and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral contracts of any nature made by the Customer and ATLAS COMMUNICATIONS, whether written or oral relating to its subject matter.

(b) The Customer and ATLAS COMMUNICATIONS each agree that in entering into the Contract they have not relied upon and have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or

negligently made) of any party (whether party to the Contract or not) in relation to the subject matter of the Contract, except for those contained in the Contract.

(c) Nothing in this clause 9.6 excludes or restricts the liability of either the Customer or ATLAS COMMUNICATIONS to the other arising out of pre-contract fraudulent misrepresentation or fraudulent concealment.

Waiver

9.7 A failure or delay by the Customer or ATLAS COMMUNICATIONS to exercise any right or act upon a breach under the Contract will not be a waiver of that right or breach. If the Customer or ATLAS COMMUNICATIONS waives a right or breach of the Contract, that waiver is limited to the particular right or breach.

Rights of Third Parties

9.8 The Contract does not create any right enforceable by any party who is not the Customer or ATLAS COMMUNICATIONS (a "Third Party") under the Contract (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

Notices

9.9 Notices given under the Contract must be in writing and delivered by hand, email or first class post to the following addresses unless otherwise stated in the Contract:

(a) to ATLAS COMMUNICATIONS at the address shown on the bill or any address which ATLAS COMMUNICATIONS provides to the Customer for this purpose; or

(b) to the Customer at any one or more of the following: the address to which the Customer asks ATLAS COMMUNICATIONS to send bills or the address of the Site or the Customer's primary email address or if the Customer is a limited company, its registered office.

This clause does not apply to notices given under clauses 1.1, 4.3 and 5.1.

9.10 A notice will be duly served:

(a) If delivered by hand, at the time of delivery;

(b) If sent by first-class post, three (3) Working Days after the date of posting; and

(c) If sent by e-mail, at the time of successful transmission.

9.11 The Customer must inform ATLAS COMMUNICATIONS immediately if there is any change to any of the contact information the Customer provided to ATLAS COMMUNICATIONS.

Law and Jurisdiction

9.12 The Contract is governed by the law of Northern Ireland and is subject to the non-exclusive jurisdiction of the Northern Ireland courts.

Data Protection

9.13 The Customer acknowledges that in the course of performance of this Agreement it may provide certain personal data (as defined in the Data Protection Act 1998 / General Data Protection Regulation (GDPR) (EU) 2016 or any replacement thereof) to Atlas Communications (NI) Ltd regarding its employees, sub-contractors and other third parties, in particular names and addresses of such persons. The Customer further acknowledges that Atlas Communications (NI) Ltd may wish to disclose such data to its suppliers for various purposes connected to this Agreement, including without limitation so that suppliers can assist Atlas Communications (NI) Ltd to carry out its obligations hereunder or so that suppliers have details of contacts for the purposes of software licences. The Customer directs Atlas Communications (NI) Ltd to disclose such data (and warrants that it has all necessary consents and permissions required for the giving of such direction) to its suppliers in accordance with this clause as Atlas Communications (NI) Ltd may require to disclose in order to perform its obligations under this Agreement, whether those suppliers are in the United Kingdom or elsewhere in the world.

9.14 In accepting these Terms you give consent that we can process your personal data, receive and hold confidential and/or sensitive personal data in relation to you and that, where appropriate, we can disclose this to others, such as suppliers, delivery companies. If you have a concern about disclosure of any particular sensitive personal or commercial data you can raise this with us at any time.

Customer's Instructions

9.15 ATLAS COMMUNICATIONS may take instructions from a party whom it thinks, with good reason, is acting with the Customer's permission.

10. DEFINITIONS

10.1 In the Contract the following terms have the meanings shown next to them:

Agent means any third party that ATLAS COMMUNICATIONS may use to supply services

ATLAS COMMUNICATIONS means ATLAS COMMUNICATIONS (NI) LTD its successors

ATLAS COMMUNICATIONS Equipment means any equipment, including any Software, owned or controlled by ATLAS COMMUNICATIONS or its Agent and placed on the Site to provide the Service.

Conditions mean these Conditions for ATLAS COMMUNICATIONS Business Services.

Confidential Information means any information (including know-how, trade secrets, software or data) of a confidential nature which is obtained by ATLAS COMMUNICATIONS under the Contract whether such information is in written, oral or any other form and whether or not marked as confidential.

Content means applications, data, information, video, graphics, sound, music, photographs, software or any other material.

Contract means this agreement between ATLAS COMMUNICATIONS and the Customer comprising the following documents and, unless otherwise stated in the Order Form, in the following order of precedence:
the Order Form
the Terms & Conditions of Sale;

Customer means the party with whom ATLAS COMMUNICATIONS contracts to provide the Service.

Customer Equipment means any equipment, including any software, for use with the Service that is not part of ATLAS COMMUNICATIONS's network and which is owned or controlled by the Customer.

Customer Requirements Form means the ATLAS COMMUNICATIONS form that sets out the requirements for the Service agreed between the Customer and ATLAS COMMUNICATIONS.

Group Company means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Part 38 of the Companies Act 2006.

Intellectual Property Right(s) means any patent, petty patent, copyright, database right, design right, community design right, semiconductor topography right, registered design, rights in confidential information and know-how, or any similar right in any part of the world and will include any applications for the registration of any such rights capable of registration in any part of the world.

Minimum Period means the intended minimum period over which the Service will be provided as stated in the Service Schedule, or the order/registration form, and measured from the Service Start Date.

Order Form means the written schedule that describes the Service to be provided by ATLAS COMMUNICATIONS

Service means the service or part of the service specified in the Order Form.

Service Level means the standard of Service set out in the Order Form

Service Start Date means the date on which the Service is first made available to the Customer unless otherwise stated in the Service Schedule. This may sometimes also be referred to as the Operational Service Date.



Site means the place(s) at which ATLAS COMMUNICATIONS provides Service.

Software means any software and associated written and electronic documentation and data provided by ATLAS COMMUNICATIONS under the Contract.

User means anyone who is permitted by the Customer to use or access the Service.

User Security Details means any IDs, user names, personal identification numbers and passwords.

Working Day means any day between Monday and Friday, excluding bank and public holidays.