MODULATION TELECOM LIMITED - B2B NETWORK SERVICE AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions apply only to customers acting wholly or mainly in the course of business and do not apply to consumers.

1. **INTERPRETATION**

1.1. Agreement means the Network Service Agreement together with these Terms and Conditions.

1.2. Business Customer or Customer means a customer acting wholly or mainly for the purposes of its trade, business, craft or profession.

1.3. Company means Modulation Telecom Limited trading as Modutel, with company number 11872942, who's registered office is at Eastleigh House, Upper Market Street, Eastleigh, Hampshire, SO50 9YN.

1.4. Equipment means any equipment supplied or installed in connection with the Service.

1.5. Service means the network telecommunications services supplied under the Agreement.

1.6. Minimum Term means the minimum contractual period stated in the Agreement.

2. **SUPPLY OF SERVICE**

2.1. The Company shall supply the Service with reasonable skill and care

2.2. Service availability is dependent on third-party networks and infrastructure.

2.3. The Company may modify the Service for technical, operational, or regulatory reasons.

3. **CHARGES AND PAYMENT**

3.1. Charges are as set out in the Agreement or applicable tariff.

3.2. Invoices are issued monthly unless otherwise agreed.

3.3. Payment is due within seven (7) days of invoice date by Direct Debit.

3.4. VAT is payable in addition where applicable.

3.5. The Company may charge interest on overdue sums at 8% above the Bank of England base rate from the due date until payment is made.

4. FEES

4.1. Where any invoice remains unpaid after the due date, the Company may apply a late payment administration fee of £10.00.

4.2. Where a Direct Debit payment is returned unpaid by the Subscriber's bank, the Company may apply a Direct Debit failure administration fee of £10.00 per failed payment.

4.3. Where the Services are suspended due to Subscriber default, the Company may apply a reinstatement administration fee of £50.00 per service affected.

4.4. The Company may charge an administration fee for service changes, reconnections, equipment-related requests, or other non-standard account actions requested by the Subscriber.

4.5. All fees relate to separate administrative events and may be applied cumulatively where applicable.

5. ACCEPTABLE USE

5.1. The Customer shall not use, and shall ensure that the Service is not used:

5.1.1. for any unlawful, fraudulent or improper purpose;

5.1.2. in a manner that interferes with or disrupts the Network or any third-party network;

5.1.3. in breach of any applicable law or regulation;

5.1.4. to resell or provide the Service to any third party without the Company's prior written consent.

5.2. The Company may treat any breach of this clause as misuse for the purposes of suspension or termination.

6. SUSPENSION

6.1. The Company may suspend the Service without notice where payment is overdue, the Credit Limit is exceeded, the Service is misused, or continued provision risks network integrity.

6.2. Reinstatement following suspension due to Customer default may be subject to an administration fee.

7. TERM AND TERMINATION

7.1. The Agreement shall continue for the Minimum Term stated.

7.2. The Company may terminate immediately for material breach or insolvency.

7.3. The Customer may terminate following the Minimum Term by giving thirty (30) days' written notice.

8. **EARLY TERMINATION**

8.1. Where the Customer terminates during the Minimum Term, the Customer shall pay all charges due up to termination together with the remaining Monthly Charges for the balance of the Minimum Term.

9. **EQUIPMENT**

9.1. Title to Equipment remains with the Company unless otherwise agreed.

9.2. The Customer shall keep Equipment insured, secure, and unmodified.

9.3. Equipment must be returned upon termination if required.

10. **LIABILITY**

10.1. The Company shall not be liable for indirect or consequential loss.

10.2. Total liability shall be limited to charges paid in the three months preceding the event giving rise to the claim.

10.3. Nothing limits liability for death or personal injury caused by negligence or fraud.

11. **ASSIGNMENT**

11.1. The Company may assign its rights and obligations under the Agreement.

11.2. The Customer may not assign without prior written consent.

12. **FORCE MAJEURE**

12.1. The Company shall not be liable for any delay or failure to perform its obligations under the Agreement where such delay or failure results from events beyond its reasonable control, including but not limited to acts of God, flood, fire, war, terrorism, civil disturbance, industrial disputes, governmental action, failure of third-party networks or utilities, or failure of suppliers.

12.2. Where a Force Majeure event continues for a period of more than thirty (30) days, either party may terminate the Agreement by giving written notice to the other.

13. **DATA PROTECTION**

13.1. Each party shall comply with applicable data protection legislation.

14. **NOTICES**

14.1. Any notice given under the Agreement shall be in writing and may be delivered by hand, sent by pre-paid first-class post, or sent by email.

14.2. Notices shall be deemed received:

14.2.1. if delivered by hand, at the time of delivery;

14.2.2. if sent by post, two (2) Business Days after posting;

14.2.3. if sent by email, at the time of transmission provided no delivery failure notice is received.

14.3. Notices to the Company shall be sent to its registered office or such email address as notified from time to time.

15. **ENTIRE AGREEMENT**

15.1. The Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, representations or communications, whether written or oral, relating to its subject matter.

15.2. Each party acknowledges that it has not relied on any statement, representation or warranty not expressly set out in the Agreement.

16. **WAIVER**

16.1. No failure or delay by the Company to exercise any right or remedy shall constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17. **VARIATION**

17.1. The Company may vary its charges or these Terms and Conditions from time to time by publishing details of such variation on the Company website (www.modutel.co.uk) or otherwise notifying the Customer.

17.2. Any such variation shall take effect two (2) weeks from the date of publication unless otherwise stated by the Company.

17.3. Prices will increase each year by up to CPI + 2%. The Company may apply a lower increase, including no increase, at its discretion. While prices may increase, the Company does not align its increases with standard industry levels and instead aims to apply lower increases, typically around 2%, where possible, taking into account underlying costs. Such increases form part of the Agreement and shall not give rise to any right to terminate.

18. **GOVERNING LAW**

18.1. These Terms and Conditions shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.