

CSUK NFON Customer Agreement

This Communications Solutions UK Ltd (CSUK) NFON Customer Agreement is an annex to a Customer Services Agreement (CSA) and is made up from the terms below which are a flow down of the NFON General Terms & Conditions and the relevant Service Description annexes as identified in the CSA.

Support for NFON Services is provided as defined in the CSUK Service Agreement for IT Support Services. Calls that CSUK refer to NFON for second level support will be handled by NFON as shown in the NFON Cloudya Service Level Agreement.

The CSUK Service Agreement for IT Support Services is available at [CSUK-IT-Support-Service-Agreement-V1.4.pdf \(com-solutions.co.uk\)](#)

The NFON Cloudya Service Level Agreement is available at [NFON UK Ltd Service Level Agreement Cloudya 20190124](#)

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1 Interpretation

1.1 Definitions

Early Termination Charges: has the meaning given to it in clause 9.5

Initial Term: has the meaning given to it in clause 4.1

Licence: has the meaning given to it in clause 9

NFON Hardware: the hardware (if any) specified in a CSA as supplied by NFON. They may include but are not limited to telephone handsets, analog terminal adapters, media gateways and/or headsets and accessories;

NFON Cloud Telephone Service: is an Internet-based telephony service delivered over Broadband Internet;

Service: is the provision of telephony services as described in the CSA

VOIP: Voice over IP

VOIP Terminal: Telephone handset or software-based phone.

Warranty Period: has the meaning given to it in clause 3.4.5.

Early Termination Charges: Liquidated damages resulting from early cancellation of the Contract before the end of agreed term.

2 Contracting Parties

2.1 Contracting parties are Communications Solutions UK LTD (“CSUK”) acting as a reseller for NFON UK LTD (“NFON”) with registered office at Ground Floor Belmont Place, Belmont Road, Maidenhead, SL6 6TB, United Kingdom and the Customer as defined in the Customer Services Agreement (CSA)

2.2 The Customer may from time to time add Service to the Customer Contract on-demand without requiring additional orders. Additional Service added by the Customer is subject to these Terms and Conditions.

2.3 These Terms and Conditions, which shall prevail over any other terms submitted or proposed. No variation of these Terms and Conditions will bind either party unless expressly agreed in writing by each party.

2.4 Each party warrants to the other that it has the necessary rights, licenses, and permissions to enter into and perform its obligations.

2.5 CSUK offers its NFON range of Service exclusively to business and enterprise Customers, not private consumers nor minors. If CSUK becomes aware that a Customer is a consumer or a minor, CSUK will immediately terminate this Contract in accordance with clause 4.5 of this Contract.

3 Service Conditions

3.1 NFON Cloud Telephone Service and Access to Emergency Service

3.1.1 The Customer acknowledges that the NFON Cloud Telephone Service will not be available during any power cut affecting the Customer and accordingly access to Emergency Services (999, 112) will not be available during any such power cuts;

3.1.2 Any change in the configuration of the voice and data components of the NFON Cloud Telephone Service can adversely affect the ability to make emergency calls. CSUK undertakes that it will not make any changes to the configuration of the voice and data components of the NFON Cloud Telephone Service which has an adverse effect on the Customer’s ability to make emergency calls without first notifying the Customer of the adverse impact and obtaining the Customer’s prior written consent to such change;

3.1.3 A configuration change of the voice and data components preconfigured by CSUK can adversely affect emergency calls. An emergency call made via VoIP terminal in a different location from the one that is registered in the CSA, is transmitted to the control centre indicating the registered address and not the location of the VoIP terminal.

3.1.4 Damages and claims arising from emergency call abuse

are entirely the Customer’s responsibility, CSUK shall accept no liability.

3.1.5 Unless specified to the contrary in the CSA access to premium rate numbers and directory services will be prohibited via the NFON Cloud Telephone Service;

3.1.6 NFON may block certain target numbers, target number groups or national dialling codes. CSUK will notify the Customer when it blocks such numbers, number groups or national dialling codes;

3.1.7 The Customer is not entitled to specify the choice of upstream network operators and carriers used by NFON to provide the Services. NFON has the complete freedom of choice to switch its suppliers including upstream network operators and carriers without notification to the Customer.

3.2 Broadband Internet

In order to use the NFON Cloud Telephone Service, it is the Customer’s responsibility to procure at its cost a reliable business-grade broadband connection either through CSUK (if applicable) or through a supplier approved by CSUK. Where Broadband is supplied by a third party CSUK does not assume any liability or responsibility for any third-party broadband Internet connection. The Customer acknowledges that call quality depends on both the specifications and availability of the broadband connection to which the Customer is connected and also on the IP or telecommunications network to which the person being called is connected.

3.3 Customer Network Readiness for NFON Service

In order to use the NFON Cloud Telephone Service, it is the Customer’s responsibility to ensure that the Customer’s network is ready for NFON Service by ensuring it is fully configured to the NFON’s technical specifications published in the “NFON Plug and Play Network Requirements Guide” found on www.mynfon.com. To assist the Customer in determining network readiness, NFON provides an assessment tool (NCONNECTME!) that gives an indication of the Customer’s network compatibility with the NFON Service which the Customer must successfully run on their network prior to installing the NFON Service. The successful outcome of the tests does not present a compatibility guarantee but rather a strong indication of readiness. The Customer acknowledges that call quality depends on readiness of the Customer’s network for the NFON Service.

3.4 NFON Hardware

3.4.1 CSUK shall deliver any NFON Hardware to the Customer on the date specified in the CSA and to the address specified in the CSA or if no date is specified within a reasonable period of the Contract coming into force;

3.4.2 INCOTERMS 2010 for NFON hardware is ex Works. Costs for transportation and packing shall be borne by the Customer.

3.4.3 Risk in the NFON Hardware shall pass to the Customer on delivery;

3.4.4 Time shall not be of the essence in respect of any delivery of NFON Hardware unless the parties agree otherwise in writing;

3.4.5 CSUK warrants that on delivery and for a period of 12 months from the date of delivery (“Warranty Period”) the NFON Hardware shall:

3.4.5.1 confirm in all material respects with the description (including any description in the CSA); and

3.4.5.2 be free from material defects in design, material and workmanship and be of satisfactory quality.

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3.4.6 If the Customer gives notice during the Warranty Period that the NFON Hardware or any part of it does not comply with the warranty set out in clause 3.4.5 CSUK shall at its option repair or replace the relevant NFON Hardware. Where CSUK replaces the NFON Hardware the Customer shall return the defective NFON Hardware at Customer's expense and risk and CSUK shall ship the replacement at CSUK's expense and risk. The warranty set out in clause 3.4.5 shall apply to any replacement hardware.

4. Term and Termination

- 4.1 Unless otherwise specified in the relevant CSA, the term of the Contract shall be a 12 month, or 36-month period as specified in the CSA from the date the Contract comes into force ("Initial Term") and will continue until terminated in accordance with these Terms and Conditions.
- 4.2 On expiry of the Initial Term the Contract shall automatically renew for successive 30-day periods unless either party gives the other not less than 30-days written notice of non-renewal, such notice to expiry on the expiry of the then current term.
- 4.3 A Contract where no Initial Term is specified can be terminated by either party giving the other not less than 30-day's prior written notice of termination such notice to expire at the end of a calendar month.
- 4.4 Only available for 30-day Contracts, the Customer may request change to a different type of license (contract). CSUK will carry out the requested change within 30 days and charge a license change fee. It is not permissible to change NFON license/contract type during the term of 36-month Contracts.
- 4.5 Either party may terminate a Contract immediately by extraordinary notice in writing to the other where the other party is in material breach of the Contract and that breach is incapable of remedy or where it is capable of remedy (including non-payment of any sums due) has failed to remedy the breach within 20 days of a written notice specifying the breach.
- 4.6 CSUK may terminate a Contract immediately by notice in writing to the Customer if:
- 4.6.1 the Customer suspends or threatens to suspend payment of its debts, is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of s123(e) of the Insolvency Act 1986;
- 4.6.2 the Customer appoints an administrator or liquidator, or a petition is presented for its winding up.
- 4.7 Cancellation Policy
- 4.7.1 Notice of cancellation of a Contract without liability to the Initial Term of the Contract may not be given at any time after CSUK has commenced provision of the Service or delivered any NFON Hardware under the Contract.
- 4.7.2 Hardware Returns:
- In the event of a valid request approved by CSUK to return NFON hardware, the following policy applies:
- 4.7.2.1 any NFON Hardware delivered to the Customer where original product packaging has not been opened nor damaged will be subject to 20% restocking fee. This percentage is calculated on the CSUK published RRP price list.
- 4.7.2.2 any NFON Hardware delivered to the Customer where original product packaging has been opened or damaged cannot be returned and the Customer must pay full price.
- 4.8 On contract termination, any numbers still required by the customer that are listed under the contract must be ported from CSUK within 2 months of the contract termination date. After this date any remaining numbers will be de-activated, removed from the NFON portal and will no longer be available for porting.

5 Changes to the Contract and Terms and Conditions

- 5.1 CSUK has the right to modify or supplement Contract terms and conditions, specifications, and price lists by giving the Customer not less than 30-day's prior written notice.
- 5.2 Save for clause 10.6, The Customer has the right to object to the change in writing within one month of receipt of the notification. If the Customer does not object within the notice period, the changes or modifications shall be deemed to be approved. In the amendment notification CSUK will inform the Customer about the consequences of a failure to object.
- 5.3 In the case of an objection by Customer to the change CSUK reserves the right to terminate the contract by extraordinary notice according to clause 4.5.

6 Assignment and Sub-contracting

- 6.1 CSUK is entitled to provide the Service by subcontracting to third parties provided that CSUK shall be liable to the Customer for any acts or omissions of such subcontractors if such acts or omissions would have constituted a breach of Contract by CSUK if it had been its act or omission.
- 6.2 CSUK may assign its rights and obligations under any Contract to one or more third parties. In this case the Customer has no right to cancel.
- 6.3 CSUK may choose to commission a third-party organisation for payment control and billing purposes in the name of CSUK and/or the third-party organisation name.
- 6.4 The Customer is not entitled to assign any Contract to a third party without prior written consent by CSUK. Where consent is provided by CSUK, any transfer of contract involving Customer name or Customer company number is subject to a service charge.

7 CSUK's Contractual Obligations and Duties

- 7.1 CSUK guarantees the accessibility and performance of its Service and systems in accordance with the Service Levels.
- 7.2 CSUK shall supply the Service:
- 7.2.1 in accordance with all applicable laws and regulations;
- 7.2.2 in accordance with the NFON Service Levels;
- 7.2.3 with reasonable care and skill and in accordance with good industry practice; and
- 7.2.4 in accordance with the Service description provided by CSUK to the Customer.
- 7.3 CSUK and NFON can restrict access to Service if this is required for the safety of the network infrastructure, to maintain service integrity, to prevent serious malfunctions of service, network, software or stored data. CSUK and NFON shall keep any such restrictions to a minimum and shall use its reasonable endeavours to notify the Customer in advance of such restrictions.
- 7.4 If NFON fails on its Service Levels the Customer shall only be entitled to withdraw from the Contract in accordance with clause 4.5. Any subsidised hardware provided as part of the Service in accordance with clauses 9.3 and 9.4 cannot be returned and the Customer shall pay full price as per CSUK current price list and own title. CSUK will cooperate to enable Customer to re-use the NFON Hardware with another provider.
- 7.5 If the Service is to be used to carry alarm signals, then CSUK will not accept responsibility for lack of Service or failure to deliver an alarm signal due to a) network failure; b) suspension of the Customer's account or c) reasons outside CSUK's reasonable control including but not limited to any technical issues within the network (network is being tested, modified, or maintained or access to the network is denied).

8 Licence Agreements and Copyright

- 8.1 For the duration of each Contract NFON grants to the Customer a non-exclusive and non-transferable right to use any intellectual property rights comprised or embedded in the Service or the NFON

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Hardware for its own internal business purposes.

- 8.2 The Customer may take a reasonable number of copies of any intellectual property licensed to it pursuant to clause 8.1 for back-up purposes only.
- 8.3 The Customer may print any documents or manuals provided to it in electronic format.
- 8.4 The Customer may not modify or remove any copyright notices.

9 Reservation of Property Rights

- 9.1 All intellectual property rights in the programs (“Licence”) and the Service and any associated documentation made available to the Customer shall remain the property of NFON or its licensors.
- 9.2 The Customer is not entitled to use the program in any manner other than described here, to copy, edit or transfer the software into any other form of expression (Reverse-Assemble-Reverse-compile) or to translate it in other ways if such conversion is not stipulated by express legal provisions. The Customer is not entitled to rent or lease the program or grant sub-licences
- 9.3 All NFON Hardware remains the property of CSUK until CSUK has received payment of the full purchase price for such NFON Hardware.
- 9.4 If CSUK has supplied the NFON Hardware at no cost to the Customer or at discounted subsidised rate in return for an Initial Term of 36-month period commitment, title to such NFON Hardware shall not pass to the Customer and CSUK shall always hold title.
- 9.5 If CSUK has supplied the NFON Hardware at no cost to the Customer or at discounted subsidised rate in return for a minimum Initial Term of 36-month period commitment, the Customer may not:
 - 9.5.1 Reduce the Service below certain volume as a minimum monthly charge is always applicable (“Minimum Monthly Charge”) and;
 - 9.5.2 Cancel or terminate the Contract without incurring early termination charges (“Early Termination Charges”) payable to CSUK as liquidated damages and;
 - 9.5.3 Sign a separate addendum to these Terms and Conditions accepting the Minimum Monthly Charge and the computation of Early Termination Charges. The addendum shall form an integral part of these Terms and Conditions.

10 Prices and Payment

- 10.1 All prices are fixed prices according to CSUK price list applying at the time the Contract is entered into or as otherwise set out in the CSA.
- 10.2 NFON Service monthly fee is not pro-rated and CSUK does neither support nor offer part-month Services.
- 10.3 Method of payment for NFON Services and Hardware is exclusively by Direct Debit.
- 10.4 On confirmation of Order, CSUK charges the Customer as per the following:
 - 10.4.1 For NFON licence Service activation fee: immediately.
 - 10.4.2 For NFON licence Service monthly fee begins charging in current calendar month regardless of Contract creation date.
 - 10.4.3 For NFON Hardware: on order or when shipped;
- 10.5 During the term of the Contract, when the Customer requires additional Service and Hardware, CSUK automatically charges the Customer as per the following:
 - 10.5.1 For NFON licence Service activation fee: immediately;
 - 10.5.2 For NFON licence Service monthly fee: immediately (whole month is charged) regardless of when in the month the Service has been activated.
 - 10.5.3 For NFON Hardware (if any): on order or when shipped;

10.6 CSUK may change its charges as per the following:

- 10.6.1 For NFON licence Service fees: once in each 12-month period provided that it gives not less than 30 days’ prior written notice of such changes;
- 10.6.2 For CSUK Call Charges: at any time to take account of any price changes mandated by any regulatory body, market shifts or termination carriers (e.g. BT, DT, Telefonica) provided that such changes shall not take effect on a date earlier than the date mandated by such regulatory body, market or carrier. The Customer can request the most up to date CSUK call charges from CSUK directly or by accessing the relevant CDR (Call Data Record) portal.
- 10.7 On or around the 10th working day of each calendar month, CSUK emails out invoices to the Customer for Service activation fees, Service monthly fee and call charges incurred in the previous month. This may also include Hardware cost if not subject to prepayment or other payment arrangements previously agreed by CSUK.
- 10.8 Invoices are due for payment within fourteen days (14) of receipt by email and are settled by direct debit or bank collection.
- 10.9 Any objections to an invoice must be lodged in writing within four weeks following its receipt. Any failure to contact CSUK within the specified time shall be deemed as approval of the invoice.
- 10.10 CSUK shall issue valid VAT invoices, reflecting any applicable VAT at the then prevailing rate.
- 10.11 CSUK reserves the right to activate Service and/or ship Hardware only after receipt of the mutually agreed payment for the Service and/or Hardware
- 10.12 Should payment collection from the Customer’s bank account fail due to direct debit cancellation by the Customer CSUK may apply a charge.
- 10.13 Should payment collection from the Customer’s bank account fail due to insufficient funds CSUK may apply a charge for each failed collection.

11 Disconnection of Service

- 11.1 Should payment collection from the Customer’s bank account fail for reasons outlined in clauses 10.12 or 10.13 and the Customer is unable to pay within 24 hours of notification of failed payment, CSUK will immediately block the ability for the Customer to make outbound calls using NFON Cloud telephone system. The Customer will continue to be able to make calls to Emergency Services as well as receive calls for two weeks from the due date.
- 11.2 Should the Customer fail to settle invoices within two weeks of the due date, CSUK has the right to cease all Services. As a consequence, the Customer will be unable to make or receive phone calls using NFON Cloud telephone system. A disconnection fee will be charged.
- 11.3 For the duration of the disconnection period, the Customer has the obligation to pay the monthly Service charges. This applies with the reservation of the right of CSUK to further claims due to delayed payment.
- 11.4 Reconnection of Service following cancellation by Customer or CSUK shall incur a Service re-establishment charge.

12 Exclusion and Limitation of Liability

- 12.1 Neither party excludes or limits its liability for:
 - 12.1.1 death or personal injury caused by its negligence or the negligence of its personnel, agents or sub-contractors in accordance with the Contract and all applicable laws.
 - 12.1.2 fraud or fraudulent misrepresentation; or
 - 12.1.3 any other liability which cannot be excluded under applicable law; or

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12.1.4 arising under any indemnity.

12.2 Subject to clause 12.1:

12.2.1 CSUK shall not have any liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with any breach of Contract;

12.2.2 CSUK will not be liable for any consequential loss or damage to the Customer which may result from any interruptions, delays, faults, or errors in the supply of the Service. CSUK will not, under any circumstances whatsoever, be liable for loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of contract; loss or corruption of data or information; or any special indirect, consequential, or pure economic loss, costs, damages, charges or expenses.

12.2.3 CSUK's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection each Contract shall be limited to the total charges paid and payable by the Customer from the previous month. Such liability will be settled in the form of a credit note against the Customer's next month's invoice.

12.2.4 CSUK's aggregate liability to the Customer under or in connection with these Terms and Conditions (whether in contract, tort, or otherwise including any liability in negligence) in respect of all causes of action arising in a calendar year will not exceed the total charges paid or payable by the Customer for the Service in such calendar year.

12.2.5 In the event of any failure in the Service, CSUK will not be liable to the Customer for any charges incurred by the Customer should the Customer divert traffic to another Service provider.

12.2.6 CSUK obligations and responsibilities under or in connection with these Terms and Conditions are solely to the Customer and not to any third party and the Customer will keep harmless and will indemnify CSUK, its officers, employees and agents against any liabilities or costs arising from any and all claims by any third party in connection with the use of the Service or any defect in or failure of the Service.

12.3 CSUK exclusively supports NFON Services on VOIP terminals that have been automatically provisioned through the NFON system. CSUK does not provide support for VOIP terminals that have been manually provisioned and configured by the Customer as they present technical and security challenges. Upon written request for supply of configuration information (known as SIP account data) by the Customer, CSUK shall release this information to the Customer under the following conditions:

12.3.1 The Customer accepts that CSUK will not handle support requests concerning or involving registration, signalling or voice quality problems of manually provisioned VOIP terminal devices.

12.3.2 The Customer accepts that SIP access data is subject to abuse by third parties that may intercept the correspondence containing the SIP access data communication. The Customer undertakes to ensure the protection of the SIP access data and bear all liability and costs for calls resulting from an inadequate or improper handling of the SIP access data.

12.3.3 With the establishment and publication of SIP

account data CSUK incurs cost, for which the Customer will be charged in the form of a one-time activation fee per SIP account.

12.4 Save for the warranties and conditions expressly set out in these Terms and Condition, CSUK gives no warranty or condition regarding the Service and specifically CSUK:

12.4.1 expressly disclaims all conditions and warranties of any kind, whether express or implied, including but not limited to the implied conditions and warranties of satisfactory quality, fitness for a particular purpose, reasonable care and skill and non-infringement.

12.4.2 gives no condition or warranty that the Service will meet the Customer's requirements, will be uninterrupted or timely, will be secure or error free or that defects in the Service will be corrected.

13 Number Porting

13.1 Where access to the Service is facilitated through number porting from a current supplier (e.g. BT), the Customer authorises CSUK to have the numbers from the current supplier listed in the appendices of the CSA routed by NFON instead of the current supplier and to forward appropriate details of the Customer's porting application for the Service to NFON. The Customer will receive advance notification of the change of Service from the current supplier to NFON. NFON's ability to provide the Service is subject to the current supplier porting the numbers in question.

13.2 Customer understands and accepts that the following services will be automatically terminated upon completion of the number porting: Broadband service, Redcare Alarm, Fax, PDQ & Franking machines and monitoring services such as alarms and utility meters. Other services such as, but not limited to, 1571/Call Minder, Call Barring and Call Diversion will also be ceased. Any messages left via the 1571/Call Minder service will be lost. Customer must arrange at its own cost availability of such services from other suppliers or over other lines and numbers. Failure to do so will result in disruption to Customer business and CSUK shall not take any responsibility for service loss as result of number porting.

13.3 The Customer accepts to cover any potential contract termination charges which may arise from Loosing Communication Provider (i.e. current supplier).

13.4 Customer accepts that Number Porting is governed by regulation and is managed by multiple carriers and telecommunications operators and as a result CSUK has no control over the duration nor outcome of the process. CSUK cannot be held liable in any way for any Number Porting related issues, faults, or errors.

13.5 Customer accepts all charges and fees associated with Number Porting including submissions, rejections, re-submissions, and export. Charges are as per current CSUK price list.

13.6 From time to time and during the process of switching suppliers as per clause 3.1.7, CSUK may port the Customer's telephone number(s) between its upstream suppliers as a general internal practice. CSUK does not notify the Customer of this internal NFON network change nor seek the Customer's consent.

14 Rights of Offsetting and Retention

14.1 The Customer shall pay all such amounts payable under clause 10.7 in full without set off or withholding of any kind.

14.2 The Customer can only make a claim against claims made by CSUK if Customer claims are undisputed or legally confirmed.

14.3 The Customer's right to retention only applies if the claim is undisputed or legally confirmed within the same contractual relationship.

15 Duties and Obligations of the Customer

15.1 The Customer confirms that telephone numbers set out in the CSA to be taken over by CSUK are free from rights of third parties

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- which restrict such takeover.
- 15.2 The Customer confirms that information provided by it to CSUK is correct and complete. The Customer shall notify CSUK of any changes in respect of the data provided by it. This applies in particular to the Customer's name and address as well as name, address, email, telephone and fax numbers of the Customer Service contact.
 - 15.3 The Customer shall not use the Service to transmit any content in breach of applicable law. The Customer will ensure that the Services are not used either by the Customer or any third party for any fraudulent, criminal, defamatory, offensive, obscene or abusive purpose or so as to constitute a violation or infringement of the rights of CSUK or any third party. The Customer undertakes to comply with all applicable laws and regulations and all reasonable instructions of CSUK in relation to its use of the Service.
 - 15.4 The Customer acknowledges that CSUK may suspend the Service if it reasonably believes the Customer is in breach of clauses 15.3.
 - 15.5 CSUK is entitled to select or change the network provider and carriers at its own discretion. Customer authorises CSUK to make it known that these Terms and Conditions permits CSUK to make such change. The Customer will upon request confirm the right given to CSUK in this clause 15.5.
 - 15.6 The Customer shall keep any password provided by CSUK to access the Service strictly confidential and shall promptly notify CSUK if it becomes aware any unauthorised third party becomes aware of such password. If as a result of the Customer's negligence or default a third party obtains any password supplied to the Customer, the Customer shall be liable for all charges incurred as a result of any one of the Service using such password.
 - 15.7 The Customer accepts responsibility to inform employees and members of staff that calls to Emergency Services (999,112) may require first dialling (9) as a prefix in order to access an external line.
 - 15.8 The Customer accepts responsibility to inform employees and members of staff that calls to Emergency Services (999,112) are not available during power cuts and network outages.
 - 15.9 The Customer has the obligation to ensure that the Device Site Location address details for the VOIP Terminals in the NFON portal is up to date. Failure to do so will result in incorrect address information made available to Emergency Services (999, 112).
 - 15.10 In the case of a serious breach of obligations by the Customer or if he fails to prevent such a breach by a third party in spite of being warned by CSUK within a specified period of time although it would be within its power CSUK is entitled to terminate this Contract in accordance with clause 4.5.
 - 15.11 The Customer has to check its voice mail messages at regular intervals, at least every four weeks. CSUK and NFON reserve the right to delete personal messages for the Customer if the capacity limits within the relevant tariff have been exceeded.

16 Complaints

If the Customer is not satisfied with the Service, they may first refer to CSUK's Managing Director. Should the Customer not be satisfied with the handling of the complaint by CSUK, the Customer may contact the Ombudsman Services – Communications at www.ombudsman-services.org or 0330 440 1614.

17 Force Majeure

Notwithstanding anything in these Terms and Conditions, if total or partial performance of any of its obligations under these Terms and Conditions is delayed or rendered impossible for CSUK by virtue of any reason whatsoever beyond its reasonable control (including but not limited to epidemic, act of terrorism, riot, explosions, strikes or other labour unrest, unavailability of equipment, power or other commodity, failure or non-availability

of Internet or telecommunications facilities, or default of any third party) then such non-performance or delay will not be deemed to constitute a breach by CSUK of any term of any contracts made on the basis of these Terms and Condition and CSUK shall not be liable for any loss or damage which the Customer may suffer as a result.