

IMPORTANT LEGAL NOTICE – USE OF CLARITY

This legal notice applies to the entire contents of the “Clarity” website under the domain name www.alternativenetworks.com/clarity (“Website”), to data displayed or provided by the Website which are related to telecommunications services provided to you, your employer or companies within your group of companies (“Group Companies”) (“Data”), and to any correspondence by e-mail between you and us. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms. If you do not accept these terms, do not use the Website.

Please note that all data are indicative only and should not be relied on. Call records may be subject to change. Revenue share payments are subject to the terms of your contract with Alternative Networks.

This notice, the Website and the Data are issued by Alternative Networks plc, a company registered in England and Wales (registered number 2888250) with its registered office at Chatfield Court, 56 Chatfield Road, London SW11 3UL, and its group companies from time to time (together “Alternative Networks”).

“Clarity” is a trademark of Alternative Networks.

Services provided by the Website (including the services described in clause 4) are each referred to in this notice as a “Service”.

1. INTRODUCTION

1.1 By accessing any part of the Website, you will be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.

1.2 Alternative Networks may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages of the Website.

2. LICENCE

2.1 You are permitted to access and download the Website, and to print one copy of extracts from the Website, solely for your own use on the following basis:

- no documents or related graphics on the Website are modified in any way;
- no graphics on the Website are used separately from the corresponding text; and
- Alternative Networks’ copyright and trademark notices and this permission notice appear in all copies.

2.2 You are entitled to:

- access and download Data;
- copy, print and use the Data; and
- use the Services,

solely for your own internal purposes.

2.3 You acknowledge that any information contained in the Website, and/or any Data, related to the price of goods or services provided by Alternative Networks, is confidential to Alternative Networks. You will not disclose any such information or Data to any third party without the prior written consent of Alternative Networks unless:

- it has been published other than through a breach of any of the terms of this legal notice;
- it is lawfully in your possession or known to you at the time of disclosure and was not acquired from us in confidence;
- it was obtained from a third party who is free to disclose it; or
- it was independently developed by you without reference to the information or Data.

2.4 Unless otherwise stated, Alternative Networks and its licensors own the copyright and other intellectual property rights in all material on the Website (including without limitation photographs, graphical images and the typographical arrangement of the Data). For the purposes of this legal notice, any use of extracts from the Website other than in accordance with clause 2.1 for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

2.5 Subject to clauses 2.1 and 2.2, no part of the Website or the Data may be reproduced or stored in any other website or included in any public or

private electronic retrieval system or service without Alternative Networks’ prior written permission.

2.6 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS AND REGISTRATION

3.1 While Alternative Networks endeavours to ensure that the Website, the Data and the Services are normally available 24 hours a day, Alternative Networks shall not be liable if for any reason they are unavailable at any time or for any period.

3.2 Access to the Website, the Data and the Services may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Alternative Networks’ control.

3.3 Each registration is for a single user only. Alternative Networks does not permit you to share your user name and password with any other person nor with multiple users on a network.

3.4 Responsibility for the security of any passwords issued rests with you.

3.5 If you are a company, partnership or unincorporated association, you must ensure that:

- the Website is only used by your employees, agents, or Group Companies;
- your employees, agents and Group Companies comply with the terms of this notice, and you will be responsible for any breach by any of them; and
- when a person ceases to be your employee, agent or one of your Group Companies (as appropriate), that access to the Website and the Data by the that person’s user name and password is terminated.

4. WEBSITE SERVICES

4.1 The Website may offer you the facility to transmit Data by e-mail to selected addressees via the internet. You acknowledge that these e-mails may not be encrypted and that the internet is not a secure medium. As a result, your Data may be accessible to third parties. You should ensure that addressees of such e-mails are bound by appropriate confidentiality obligations in respect of your Data.

4.2 The Website may enable you to request that certain handsets are prevented from accessing, or are enabled to access, certain services (a “Bar”). Alternative Networks does not guarantee that:

- a Bar will be put in place following a request, either within a specified period of time or at all;
- a Bar will be effective, whether in whole or in part; or
- a Bar will remain in place until you request otherwise.

Alternative Networks does not accept any liability related to (a), (b) or (c) above or any request for a Bar. You will remain liable for the cost of any services used by the handset.

4.3 The Website may enable to you to request SMS or e-mail alerts when the value of services used by a handset has reached a specified level (an “Alert”). Alternative Networks does not guarantee that an Alert will be sent or received by you following any such request, either within a specified period of time or at all. Alternative Networks does not accept any liability related to this or any request for an Alert. You will remain liable for the cost of any services used by the handset.

4.4 Alternative Networks reserves the right to restrict your ability to request Bars and/or Alerts and/or to require payment by you of a charge if, in Alternative Networks’ absolute discretion, it believes that your usage has exceeded reasonable levels.

4.5 Your ability to request Bars and/or Alerts does not affect the terms of your contract with Alternative Networks including (without limitation) any minimum spend requirements.

4.6 To allow the Website to provide personal calling reports, users will need to provide personally identifiable information, which is covered under our Privacy Policy. If you are an employee, costs stated in personal calling reports may not reflect the actual charging structure agreed between Alternative Networks and your employer.

5. VISITOR MATERIAL AND CONDUCT

5.1 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. Alternative Networks shall have no obligations with respect to such material. Alternative Networks and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

5.2 You are prohibited from posting or transmitting to or from the Website any material:

- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- (b) for which you have not obtained all necessary licences and/or approvals; or
- (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

5.3 You may not misuse the Website (including, without limitation, by hacking). You may not use the Website to gain access to any data related to any other customer of Alternative Networks.

5.4 Alternative Networks will fully co-operate with any law enforcement authorities or court order requesting or directing it to disclose the identity or locate anyone posting any material in breach of clause 5.2 or clause 5.3.

6. LINKS TO AND FROM OTHER WEBSITES

6.1 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. Alternative Networks has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. Alternative Networks therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

6.2 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of Alternative Networks logo;
- (b) you do not create a frame or any other browser or border environment around the Website;
- (c) you do not in any way imply that Alternative Networks is endorsing any products or services other than its own;
- (d) you do not misrepresent your relationship with Alternative Networks nor present any other false information about Alternative Networks;
- (e) you do not otherwise use any Alternative Networks trade marks displayed on the Website without express written permission from Alternative Networks;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

6.3 Alternative Networks expressly reserves the right to revoke the right granted in clause 6.2 for breach of these terms and to take any action it deems appropriate.

6.4 You shall fully indemnify Alternative Networks for any loss or damage suffered by Alternative Networks for breach of clause 6.2.

7. DISCLAIMER

7.1 While Alternative Networks endeavours to ensure that the information on the Website, and the Data, are correct, Alternative Networks does not warrant their accuracy and completeness. Alternative Networks may make changes to them at any time without notice and they may be out of date. Alternative Networks makes no commitment to update such material.

7.2 The material on the Website, the Data and the Services are provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Alternative Networks provides you with the Website, the Data and the Services on the basis that Alternative Networks excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for this legal notice, might have effect in relation to the Website, the Data and the Services.

8. LIABILITY

8.1 Alternative Networks, any other party (whether or not involved in creating, producing, maintaining or delivering the Website, the Data and/or the Services), and Alternative Networks' officers, directors, employees, shareholders and agents, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website, the Data and/or the Services in any way or in connection with the use, inability to use or the results of use of the Website, the Data and/or the Services, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website and/or the Data or your downloading of any material from the Website or any websites linked to the Website.

8.2 Nothing in this legal notice shall exclude or limit Alternative Networks' liability for:

- (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
- (b) fraud; or
- (c) misrepresentation as to a fundamental matter; or
- (d) any liability which cannot be excluded or limited under applicable law.

8.3 If your use of material on the Website, the Data and/or the Services results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9. PAYMENT

9.1 If use of the Website, the Data and/or the Services is subject to any payment, the terms of payment will be as set out in the relevant Master Services Agreement with Alternative Networks. Otherwise you will pay for use of the Website on the following terms:

- (a) You will pay all charges within fourteen (14) days of the date of the invoice. All charges must be paid in full without deduction, set-off or withholding;
- (b) You will be invoiced charges monthly in accordance with Alternative Networks' standard pricing from time to time; and
- (c) All sums are exclusive of Value Added Tax and any taxes of a similar nature that may from time to time be introduced.

9.2 If use of the Website is subject to any payment, you may terminate your use of the Website on one month's written notice to Alternative Networks.

10. GOVERNING LAW AND JURISDICTION

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

V3 11.8.9