

## 2020 Networks LTC Terms & Conditions

Valid from 1st May 2018

This Agreement ("Agreement") is between 2020 Networks (2020), and the Customer. The parties agree as follows:

### 1. Important Information

1.

The Customer acknowledges that this is a Voice over Data Network service, and as such, it is dependent on the Customer's connection to the data network and the data network itself. The Customer's service may therefore cease to function if there is a power failure or a failure in the underlying data network.

2.

The Customer understands and acknowledges that this service allows calls to the emergency services numbers 999 and 112 and that calls to these services may fail if there is a power cut or if the customer's broadband connection fails.

3.

The customer understands and acknowledges that the address provided by the customer will be passed to the Emergency Services and will be used in location finding during a 999 call. The customer understands and acknowledges that the address provided is the location that the service will be used and that it is the customer's responsibility to notify 2020 of any changes to this information.

### 2. Services

Subject to the terms and conditions of this Agreement, 2020 will provide to the Customer, the telecom services and/or related services described in the specific package of services chosen by you. 2020 shall take all due care in the provision and maintenance of the service to provide quality and reliability. In the event of any failure or malfunction within our networks 2020 shall then correct any failure or malfunction as soon as is reasonably practical.

### 3. Term

1.

The initial term of this Agreement shall be as stated in the Order ("Initial Term"). The Initial Term shall begin upon commencement of Service to the Customer, provided, however, no Service shall commence unless and until 2020 receives and accepts a completed Order from the Customer plus payment in full for Services to be rendered during the Initial Term and any setup charges. Services may be accepted by confirmation of an email from the quoted customer in order to expedite the order for service. If no minimum term is quoted then all services will be deemed to run for a minimum period of 12 months.

2.

2020 reserves the right to reject any submitted Order for any or no reason prior to acceptance by 2020. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically renew for successive terms of equal length as the Initial Term unless terminated or cancelled by either party only as provided in Paragraph 9 below. The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term."

### 4. Fees and Payments

1.

All fees for Services rendered or provided to the Customer shall be in accordance with 2020's price list then in effect. A price list setting forth 2020's current rates for Services is available on request.

2.

2020 may, at any time, amend the Services and/or the rates and fees it charges for the Services. Fees for renewal periods after the Initial Term shall be due and owing immediately upon the first day of such renewal period.

3.

All users signing up for the 2020 service will be asked to read and agree to our terms and conditions before registration is completed. By agreeing to these terms and conditions the user agrees to abide to the terms and conditions.

4.

When the user purchases services or sets up an auto top up, the user grants 2020 continuous authority on the user's debit, credit card or direct debit until such time as the service(s) or auto top up are cancelled by the user and any outstanding monies have been paid. This includes all administration and porting fees. Should the user choose to cancel the user's monthly service(s) or auto top ups then 2020's continuous authority is immediately ceased.

5.

In the event that 2020 are unable to take a continuous authority payment from the user's card or bank then the user will be informed by email and will be prompted to make a payment to continue service.

6.

In the event that any amount due to 2020 remains unpaid, 2020, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services.

7.

All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of 2020) shall be paid by the Customer.

8.

The customer will pay for all calls made from his account whether authorised or unauthorised. This includes, but is not limited to, calls made from fraudulent use of the account caused by hacking or any other form of unauthorised intrusion or use.

## 5. Security of Service

1.

The customer is wholly responsible for the safety and security of their 2020 account and the equipment used by them to access the 2020 network and services and must put in place such safeguards as necessary to prevent unauthorised use. The customer is responsible for all persons who use their username and password to access the service, whether authorised or not. 2020 accepts no responsibility for costs incurred by the customer from unauthorised usage of a customer's account

2.

2020 reserves the right to check the security of a customer's equipment or devices used to connect to its network if it reasonably believes that equipment on the customer's network may be at risk from external attack (hacking) or if they believe that its terms and conditions of use are not being followed.

## 6. Content and Customer's Responsibility

1.

2020 will exercise no control whatsoever over, nor have any responsibility or liability whatsoever for, the content of the information passing through its network. 2020 shall make no effort to validate any information passing through its network for content, correctness, usability or for any other reason.

2.

Any users causing in appropriate cpu (central processor unit) usage, system load, performing any illegal activities or misusing 999 / 112 services will be immediately suspended.

3.

Any users found on our servers which fit any of the descriptions above will be immediately disabled, removed, and are subject to a £1000.00 clean-up and service fee upon termination. On such accounts all monies outstanding must be paid and refunds for any remaining months will not be given.

4.

Customer conduct: 2020 will not tolerate bad language, verbal or threatening behaviour either via phone, email or any other form of communication 2020 expects that their Customer service and support representatives act in a polite and courteous manor at all times although when faced with over

demanding, threatening or abusive callers they are empowered to terminate calls and suspend a user's account pending investigation.

5.

2020 reserves the right to determine what constitutes abuse of their staff or services.

6.

Non-UK Telephone numbers: When ordering non-UK telephone numbers, you are obliged to conform to the telephone numbering regulations of the country concerned. This will normally mean that you must use the service from within the geographic numbering range you wish to order and you should register an account with 2020 from an address covered by the number range. Failure to do this may result in the loss of your number.

7.

Music on Hold. Licences: 2020 custom Music on Hold service is a storage only system. You are wholly responsible for ensuring that you have the appropriate rights and licences to play the music that you upload. If in doubt, consult the Performing Rights Society.

8.

Take Down. We will remove any content that is contrary to UK law, or considered inappropriate or indecent without consultation or prior notice and at our sole discretion.

9.

Customers are responsible for checking their invoice and contacting our accounts team with any questions or queries within 14 days of receipt of the invoice. 2020 will provide a maximum credit of three months on the services from the date of the query.

10.

Customers are required to keep their account in good order and ensure that they check their account on a regular basis by logging in to "The Hosted NTA Portal". All services are controlled by the customer using the on line control panel.

11.

Customers are responsible for the security and integrity of their own systems and network infrastructure. When contacting our customer services department, you will be asked for your account number and company name and any major programming changes should be made via email to our support team.

12.

Customers are required to keep their user details safe and secure and are responsible for security and integrity of their own local network and email addresses.

13.

From time to time, 2020 will email its customers with information that it judges necessary for the ongoing upkeep and maintenance of their accounts and with information about changes, updates and new services that have become available. The Customer agrees to accept these emails unless and until they cancel all active services on their account.

## 7. Warranty

The Customer agrees to use all 2020's Services and facilities, and any information obtained through or from 2020, at Customer's own risk. Customer acknowledges and understands that neither 2020, nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Service, unless otherwise expressly stated in this Agreement. 2020 specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

## 8. Limited Liability

1.

Under no circumstances, including negligence, shall 2020, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to the Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to natural disasters, communications failure, theft, destruction or unauthorized access to 2020's records, programs or services.

2.

2020 further shall have no responsibility whatsoever to the Customer or any third party for the accuracy or quality of information obtained through or in connection with its Services provided hereunder.

Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the amount which the Customer paid during the month immediately preceding the claim or the term of this Agreement, whichever is less.

## 9. Indemnification

The Customer shall defend, indemnify, save and hold 2020 harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable attorneys' fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against 2020, its agents, its Customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by the Customer, its agents, employees or assigns or any product distributed, offered or sold by the Customer, its agents, employees or assigns.

## 10. Termination

This Agreement may be terminated: (i) by 2020, without cause, by giving the other party 30 days prior written notice; (ii) by 2020, at any time, upon 20 days' prior notice if in the sole judgment of 2020, The Customer breaches any material provision of this Agreement and has not cured same by the end of the 20 days; (iii) by 2020 in the event of non-payment by the Customer as provided in Paragraph 3 above; and (iv) by 2020, at any time, without notice, if, in 2020's sole judgment, the Customer is in violation of any terms or conditions of 2020's Usage Policy.

## 11. Notice

All notices must be sent either in writing or by email, except as otherwise expressly provided herein that a notice must be in writing. All notices to 2020 shall be delivered to its address stated below or its email address as provided. All notices to the Customer shall be delivered to its mailing address or its email address as provided on the Order. The parties may change their respective address by notice delivered to the other party. All notices delivered in writing must be sent either by overnight courier or certified mail, return receipt requested. Evidence of successful transmission of all notices delivered by email must be retained by the delivering party.

## 12. Miscellaneous

This Agreement sets forth the entire agreement between 2020 and The Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. The Customer may not transfer or assign this Agreement without 2020's prior written consent. This Agreement shall be governed by the laws of England and all claims concerning this Agreement shall be brought exclusively in English courts located in England. The parties hereby consent to submit to the jurisdiction of such courts and

waive any personal jurisdiction or venue defences concerning said forum. The Customer is deemed to have agreed to this Agreement, when commencing use of any of 2020's services.

### 13. Refund and RMA Policy

1.

Equipment Purchase. 2020 will honour their money back guarantee when the Customer has returned all equipment that has been supplied to them. If you have simply changed your mind about any item ordered, and you wish to return it, you can do so provided you inform us of your decision within 14 days of receipt. The item must not be used and must be 'as new' when returned to us. Customers can email support and to request an RMA number. You then have 28 days to return the goods to the address you will be provided with.

2.

Once we have received the items, we'll issue a refund for the product. All equipment must be returned complete and in its original packaging and in an "as new condition" With the exception of goods delivered incorrectly or that are faulty on arrival, the cost of return carriage is your responsibility.

3.

Calling credit and Services. No refunds will be given on cancellation for prepaid calling credits, or any of our monthly services.

### 14. Dormant Accounts

Any calling credit and any other assets left on an account that has been dormant for longer than 6 months will be deleted and is not refundable.

### 15. Call Recording

Please note that calls to 2020 may be recorded to help us in dispute resolution and for training purposes

### 16. Cancellation of VoIP Service

2020's VoIP services can be cancelled at any time after the initial term has expired however this must be done by the customer emailing our support and accounts team with 30 days notice. After cancellation, 2020's services will continue until the expiry of the balance of the 30-day billing period. Part month refunds are not given.

### 17. Cancellation of Internet Connectivity Services

1.

Cancelled services will continue to function and be billed for until a cessation notification is received from BT Wholesale Services or other provider and all internal processes are complete. The customer will also be required to pay the service cease fees upon cancellation of their service.

2.

Unused parts of monthly billed services are not refundable.

### 18. Porting Numbers Away From 2020

1.

We will only accept porting instructions from the individual named on the 2020 account.

2.

In the event of a dispute over the customer's right to port, the original name on the account will be taken as ownership and the customer may be asked for proof of identity before any porting request is accepted.

### 19. Dispute Resolution and Contact Information

In the event of a dispute between 2020Networks (2020) and the Customer, the Customer in the first instance should contact 2020 direct. Full company details are shown below. In the unlikely event that a complaint cannot be settled locally, the ITSPA Code of Practice contains an easily accessible dispute resolution scheme for the purpose of bringing such complaint to a satisfactory conclusion.

2020 Networks

4 Hillary Crescent  
Maghull  
Liverpool  
L31 6BL  
United Kingdom

Vat Registration Number: 112 4664 42

Telephone: 0844 209 7190

Support: [support@2020-networks.net](mailto:support@2020-networks.net)