

These Specific Terms and Conditions are to be read in conjunction with our General Terms and Conditions of Supply. All definitions contained within the General Terms and Conditions of Supply shall have the same meaning when used in these Specific Terms and Conditions.

1 THE SERVICES

1.1 The Services to which these Specific Terms and Conditions relate ("Voice Services") provide you with the facility to make and/or receive phone calls using a Broadband connection provided by the Company. Specific products can be found on our Voice Web site: <http://www.zen.co.uk/voice/ZenVoice.aspx>.

The Voice Services will be provided to you using the phone number specified in the Customer Application.

1.2 You agree and warrant that you will not use (and will ensure that no-one else uses) the Voice Services to make offensive, indecent, menacing or hoax calls. You shall not use the Zen Broadband Voice Services to transfer any illegal material or engage in unlawful activities. You also agree that you will not re sell or onward sell the Zen Broadband Voice Services to any third party.

2 COMMENCEMENT OF SERVICES

2.1 To enable us to provide you with the Voice Services, you must have a Broadband connection provided by the Company and an active BT telephone line. It is possible to order the Voice Services at the same time as ordering a new Broadband connection, however the Company's Broadband Specific Terms and Conditions (which can be found at

<http://www.zen.co.uk/Policies/policies.aspx>) and General Terms and Conditions of Supply will apply to the provision of Broadband.

2.2 To enable us to provide you with the Voice Services, Equipment (details of which are set out at <http://www.zen.co.uk/business/voice/voip/broadband-voice-overview.aspx>) will need to be installed at your relevant premises. Before accepting your Customer Application, we may give you some advice on any necessary preparation.

You may purchase the Equipment from us and may install and configure the Equipment but are responsible for providing a suitable location for any Equipment which is purchased from us, or which you supply yourself, as well as the items listed at

<http://www.zen.co.uk/business/voice/voip/broadband-voice-overview.aspx>. The Company does not guarantee compatibility or offer any service levels in relation to the Voice Service in the event that the Voice Service is used with hardware or applications not supplied or configured by the Company.

2.3 We will use all reasonable efforts to activate the Voice Services by the date notified to you following acceptance of your Customer Application, however it should be noted that all dates are estimates and we cannot guarantee that they will be met. If an order for Voice Services is placed at the same time as an order for Broadband, then the Voice Services will not be activated until the Broadband has been activated.

3 CHARGES AND PAYMENT

3.1 The monthly charges for the Voice Services and specific call charges are set out at <http://www.zen.co.uk/business/voice/voip.aspx?page=10157>. The monthly charges for all services are payable monthly in advance. Payment by Credit or Debit Card is required for the first payment at the time of placing your order; all subsequent monthly payments for all services must be by Direct Debit. Each subsequent Voice instalment will be due on the same date as your broadband service renewal (or suspended in accordance with the Specific Terms and Conditions)

Charges for calls made and which are not covered by the monthly charges will (subject to Clause 3.4 below) be payable in arrears on your broadband renewal date, being at the end of the month during which the relevant calls were made, or falling in the month following the month in which the relevant calls were made. Unless we specifically agree otherwise all monthly charges for all services and all call charges referred to above (other than the first instalment of the monthly charges) shall be paid by Direct Debit.

We reserve the right to decline your payments by Direct Debit (our preferred payment method) and instead reserve the right to collect payments in any other payment method as we see fit as a suitable alternative for your account and/or circumstances.

3.2 In the event that your Direct Debit fails, we reserve the right to suspend your Account(s),

until such time that we receive all monies outstanding. You must notify us as soon as possible of any changes to your bank details for the purpose of the Direct Debit payments.

3.3 Business customers who have credit facilities can make payment(s) within their existing agreed credit terms. New business customers may apply for credit terms using the Zen credit application form.

3.4 During your monthly billing cycle if your call charges exceed £50 including VAT we will contact you to notify you of the amount outstanding. If the total continues to increase and exceeds £75.00 including VAT then we will contact you to inform you that a payment of £50.00 by Direct Debit is required to enable your service to continue. We will continue to contact you at £50 and £75 incremental increases to take further payments by Direct Debit during your billing cycle. The only exception to this is if you have a credit account with Zen. This policy is to protect Zen and the Customer from fraud and fraudulent use of the voice service.

3.5 We will provide you with a summary bill of call charges due from you on your broadband service renewal date, each month. You will also be able to view and print an itemised bill (showing calls made via your Account) via our Customer Portal, which can be accessed at <https://portal.zen.co.uk/>. Call records will be updated regularly. To print an itemised bill, you will require software which can read .xls files such as Microsoft Excel or Microsoft Excel Viewer.

3.6 The summary bill referred to above will be sent to you by email in PDF format. You will need to have Adobe Acrobat Reader installed to view this type of file. If you would like to receive a hard copy of your bill, you can access our Customer Portal (<https://portal.zen.co.uk/>) or ring our Billing team on 0845 058 9000 (or such other number as we may notify to you for that purpose from time to time).

3.7 You acknowledge and agree that you are not entitled to any refund in respect of Voice minutes or unused rental purchased during the contract or upon receipt of a cancellation of the service. In addition, nothing in the Agreement shall relieve you of any liability to pay, and you shall be and remain responsible to pay, all charges for any calls or rentals made from your Account for the Voice Service, by Direct Debit.

3.8 Any Invoice disputes must be raised in writing with Zen Internet Ltd., no later than 7 working days from the Tax point date on the disputed Invoice. Invoice disputes need to be notified to The Customer Billing Team at accounts@zen.co.uk or by fax to 0845 058 9150, or by post to Telegraph House, Baillie Street, Rochdale. OL16 1JA. Any disputed amount on an invoice has to be paid in the first instance. If the dispute is found to be valid, then a credit will be applied to a subsequent invoice for the relevant amount.

4 TRANSFERABILITY

4.1 You can transfer your Zen Voice service to another active Zen Broadband line for free. However, the Voice service cannot be

transferred to a non Zen Broadband line. If you are transferring your Zen Broadband account to a new line/location then your Voice service will automatically be transferred with your Zen Broadband service. Typically, the Voice service will be activated 48hrs AFTER your transferred Broadband line has been activated.

The transferability of your Zen broadband account, and the Zen Broadband Voice service are subject to the specific terms and conditions of the Zen Broadband Move service, details of which can be found at the following URL <http://www.zen.co.uk/business/broadband/business-broadband-move.aspx>. Once your Voice service has been successfully moved to a new line then Zen Internet will issue you with a new username for the Voice service. It is your responsibility to update any hardware or software configuration with these new details in-order to enable calls using the Voice service.

4.2 The provision of Voice Services is only available after the telephony line and the Broadband Service have been activated and will be subject to the terms set out in clause 2.3

4.3 It is your responsibility to ensure that your contact details are kept up to date. Where applicable, you should inform us of updated location information in the event that you access the Voice Services from a new location.

4.4 You agree to:

- a) keep any records of your User Name(s) and/or Password(s) in separate places and

take all necessary steps to ensure their security;

- b)** keep your User Name(s) and/or Password(s) private and confidential and ensure, at all times, that it (or they) do not become known to anyone else.

5 TERMINATION

5.1 You may cancel the Voice Services (and terminate the Agreement) at any time before the Service is activated and available for you to use.

5.2 Equipment purchased from us will be subject to the terms of the General Terms and Conditions.

5.3 Once your voice account has been set up and activated, if you wish to terminate the Voice Service, you may do so by giving notice equal to the Minimum Cancellation Notice Period (being 30 days) to expire on or after the Minimum Service Period. Termination notification is specified in our General Terms and Conditions.

5.4 Where applicable, once an inbound number has been set up and activated, if you wish to terminate the Voice Service, you may do so by giving notice equal to the Minimum Cancellation Notice Period (being 30 days) to expire on or after the Minimum Service Period. Termination notification is specified in our General Terms and Conditions.

5.5 In the event that you cancel or change ownership of your BT telephone line, the Voice Services will be terminated and any

outstanding charges will become immediately due and payable.

5.6 You understand that terminating the Voice Services does not automatically terminate your Broadband Services (or your agreement with us for the provision of Broadband Services). Termination of the Broadband Service is separate and subject to the Specific Broadband Terms and Conditions <http://www.zen.co.uk/policies.aspx>

5.7 If you choose to terminate your Broadband Services you must also terminate the Voice Services. If you do not terminate the Voice Services you will be liable to pay continuing charges for the Voice Services notwithstanding that the Voice Service is not available without the Broadband Service

5.8 You agree and understand that if your telephone line is terminated by BT, you must cancel your Voice Services, otherwise you may be liable for continuing charges Voice Services notwithstanding that the Voice Service is not available without broadband.

5.9 You agree and understand that, where you have ordered available inbound numbers from us and you wish to cancel this arrangement, that you must place a separate cancellation request for each number equal to the Minimum Notice Cancellation Period.

5.10 You agree and understand that by cancelling your Voice Service, it does not automatically cancel any inbound numbers that you have with Zen Internet which will continue until you cancel these.

5.11 On termination of the Voice Services for any reason, we will invoice you for all call charges due in respect of any calls made from your Account via the Voice Services up to the date of such termination.

5.12 We reserve the right to suspend services for non payment or repeated failed direct debit transactions. We may suspend or terminate the Voice Services in the event that you fail to pay the amounts due by the due date

6 IMPORTANT INFORMATION

6.1 Not all services and features that you would expect from a standard phone line will be available as part of the Voice Services. If you purchase voice hardware from Zen Internet that has been configured correctly and you lose power, then all calls will be routed over the standard telephone network and you will be liable for all call charges. If you do not use hardware from Zen Internet and you lose power, then we can make no guarantees that you will be able to make any calls. If you are able to make any calls, then you will be liable for all charges incurred.

6.2 We cannot guarantee the availability of the Voice Services in the event of matters beyond our reasonable control including without limitation, if your Broadband connection or service is lost or fails, power cuts/failure, flood, fire, riot, failure of third party suppliers, strikes, embargoes or changes in law or regulation. The Voice Services may also be impaired by the uploading or downloading of data using your Broadband connection.

EMERGENCY CALLS

6.3 Zen Internet does not recommend that you make emergency calls to 999 or 112 ("Emergency Calls") using the Voice Services over Zen's Voice network. We recommend that you use a phone connected directly to the PSTN. If you choose to make Emergency calls using the Voice Service across the Zen's Voice network, then Zen cannot guarantee that we will be able to provide location and CLI information. In this situation, it is your responsibility to read your location and phone number to the operator. It is your responsibility to inform all users of the Voice Service about their ability to make calls to the Emergency services using the Voice Service.

6.4 You will not be able to make calls to 09 or 1 telephone numbers (with the exception of 141) using the Voice Service. In the event that, with your permission, another user uses your Voice Service, You are responsible for informing that user that it is not possible to make such calls with the Voice Service. You may be able to connect your BT telephone line into the equipment that is also used to use the Voice Services and make these Calls that way but it is your responsibility to check whether this is possible and to provide and/or procure all such equipment and/or services (and ensure that they are correctly installed, configured and/or activated) as may be necessary to do this.

6.5 The Company may not offer you the ability to transfer (port) any telephone number when switching between service providers. If the number is purchased from Zen Internet, then we cannot guarantee that we will be able to

transfer/port the number should you cancel the Voice Service or the Voice Service is otherwise terminated.

- 6.6** You understand that some calls will not be routed over the Voice Services Network (as specified in the Service description or Customer Application) , and that should you make such a call then you will be liable for any charges from any other operator.
- 6.7** You understand that should you lose connection to the Voice Services network or should the Voice Services fail due to a failing on your part or ours, then all calls may be routed across the PSTN and that you will be liable for the cost from the operator. Your selected Voice hardware must have an FXO port that is connected directly to the PSTN line to enable the re-routing of calls across the PSTN line in the event of a loss of broadband connection.
- 6.8** It is the customers' sole responsibility to ensure that measures are taken to restrict phone users and numbers dialled where necessary, as all call charges arising from the use of the Voice Service are at the customers' expense. Zen Internet are not liable for call charges arising from inappropriate and/or excessive use of the Voice service.
- 6.9** We reserve the right to amend our call charges at any point and will give you notice of any changes.