

Agreement for the supply of Premium Rate Services

This Agreement is made between:

- 1) Abacus Telecom Ltd ("**ABACUS**") with registered address of 2nd Floor, 145-157 St John Street, London, EC1V 4PY and company number 07163281; and
- 2) As named below

Definitions

Agreement

Whereby both parties agree to abide by the terms and conditions contained herein.

AIT

Artificially Inflated Traffic: Whereby by reason of the volume, origin, or profile of call traffic, the Network Operator or an organisation of applicable authority, including but not limited to British Telecom, reasonably suspects that the majority of calls received upon The Service have not originated from genuine consumers and have been artificially or fraudulently generated by the Customer or a 3rd party known to the Customer.

Network Operator

A licensed Telecommunications provider responsible for providing connectivity to Premium Rate Services and for the payment of revenue generated from The Service to ABACUS.

PHONEPAYPLUS

The regulatory body responsible for the supervision of Premium Rate Services.

Premium Rate Services

Telecommunication services, including but not limited to live or pre-recorded entertainment and information content, and operating on telephone numbers with the 09 prefix or 5 digit SMS short codes.

Ready for Service Date

The date upon which The Service is activated and made available to the Customer by ABACUS.

The Service

Premium Rate Services and/or any associated marketing material supplied by ABACUS and released into the public domain by the Customer.

Terms and Conditions

1. Revenue Rates

ABACUS agrees to pay revenue as per the rates agreed via written, including email, correspondence with the Customer. All revenue rates are expressed in GBP sterling, exclusive of VAT.

2. Charges

The Customer agrees to pay an annual account renewal fee of £25.

3. Payment Terms

- i. Revenue payment is made to the Customer via direct bank transfer no later than 45 days from the end of the calendar month in which calls were received or, if later, within 5 working days from ABACUS's receipt of payment from the relevant Network Operator.
- ii. All payments shall only be calculated by reference to data recorded, compiled and supplied to ABACUS by the Network Operator.
- iii. No payment shall be made on revenue amounts below £25, with no rollover of lesser amounts to the following month.
- iv. ABACUS may off-set any revenue payable to the Customer against any fine, penalty or administration charge imposed by PHONEPAYPLUS, Network Operator, or applicable authority with respect to The Service.
- v. ABACUS reserves the right to delay, withhold, or recover in part or full any revenue payable to the Customer if the Network Operator delays, withholds or seeks to recover monies payable to ABACUS in respect of The Service.

4. VAT

The Customer shall, in accordance with HM Customs & Excise regulations, issue tax invoices to ABACUS in respect to VAT payable to the Customer. The Customer shall provide a copy of their current VAT registration and shall notify ABACUS immediately if said VAT registration is cancelled or amended.

5. Revenue Statements

ABACUS shall, upon request by the Customer, issue a revenue statement summarising all revenues due to the Customer with respect to the previous calendar month.

6. ABACUS Obligations

- i. ABACUS shall endeavour to provide a Ready for Service Date no later than 7 working days from receipt of all relevant information and/or documentation required from the Customer. In the event that ABACUS is unable to fulfil this obligation, ABACUS shall acknowledge said delay to the customer and provide an estimated Ready for Service Date. In this event, ABACUS shall also give consideration to any refund request issues by the Customer.

- ii. In the event of ABACUS terminating The Service and/or withholding revenue payment from the Customer, ABACUS shall provide the Customer with written notification and/or documentation from the relevant authority or regulatory body supporting the relevant breach of this Agreement by the Customer resulting in said action.
- iii. ABACUS shall submit to any request compliant with data protection legislation from a relevant organisation or regulatory body to provide personal information pertaining to the identity of the Customer. ABACUS also reserves the right to voluntarily supply said information to the relevant authority or regulatory body.

7. Customer Obligations

- i. The Customer shall, in advance of publication, submit to ABACUS all proposed marketing material for The Service, including but not limited to print advertising, and shall not publish said material without the prior written approval of ABACUS.
- ii. The Customer shall comply at all times with the code of practice administered with respect to the promotion of Premium Rate Services by PHONEPAYPLUS. Whilst ABACUS shall endeavour to notify the Customer of all relevant PHONEPAYPLUS regulations, the Customer accepts full responsibility for ensuring that their marketing of Premium Rate Services complies with the PHONEPAYPLUS Code of Practice.
- iii. The Customer shall be fully liable at all times for any fines, penalties and administration charges imposed by PHONEPAYPLUS and/or Network Operator in relation to The Service and, upon demand, the Customer shall reimburse to ABACUS any such fines, penalties or administration charges that ABACUS is unable to offset against revenue payable to the Customer.
- iv. The Customer shall ensure that The Service is operational and functioning to the Customer's satisfaction before releasing marketing material into the public domain.
- v. The Customer shall not use the Services fraudulently or improperly or for a fraudulent or improper purpose.
- vi. In order to enable ABACUS to comply with due diligence obligations set by PHONEPAYPLUS, the Customer shall provide to ABACUS valid ID documentation in the form of all of the following: Photographic ID (either UK passport or Driving Licence); Bank Statement for the account to which the Customer wishes to receive revenue payments from ABACUS, displaying the Customer's full name, current address and relevant account details; Utilities Bill or Council Tax statement displaying the Customer's full name and current address.

8. Miscellaneous

ABACUS shall use all reasonable endeavour to ensure the availability of The Service at all times but shall not give warranty that the Service will be uninterrupted or error-free. The Customer acknowledges that they shall have no claim in respect of the quality of The Service or any interruptions, delays or suspensions caused beyond the reasonable control of ABACUS or by the act or omission of any party for whom ABACUS is not responsible.

9. Refund Policy

The Customer agrees that all purchase or renewal fees are non-refundable except in the event of ABACUS being unable to fulfil its obligations to the Customer or, at the discretion of ABACUS, in the case of manifest error on its part.

10. Suspension

ABACUS may suspend The Service with immediate effect and without notice or payment of compensation as a result of any breach of this Agreement by the Customer or to comply with any order, instruction or request from PHONEPAYPLUS, the Network Operator or any regulatory body of applicable authority.

11. Termination

ABACUS reserves the right to terminate The Service and/or the Agreement with immediate effect and without notice or payment of revenue pending or compensation in the event of:

- i. A breach of this Agreement by the Customer or to comply with any order, instruction or request from PHONEPAYPLUS, the Network Operator, or any regulatory body of applicable authority;
- ii. Revenue payable to the Customer is withheld from ABACUS by the Network Operator as a result of suspected or proven AIT or fraudulent activity conducted by the Customer;
- iii. Call traffic generated upon The Service displays, in the opinion of ABACUS and/or the Network Operator, typical characteristics of AIT or fraudulent activity;
- iv. The Customer fails to generate cumulative revenue of £75 within 3 calendar months, or £300 within 12 calendar months, of the Ready for Service Date;

12. Effects of Termination

Upon termination of the Agreement:

- i. In the event of either a full or partial retention of revenue by the Network Operator as a result of suspected or proven AIT or fraudulent activity conducted by the Customer upon The Service, The Customer shall have no right or entitlement to any revenue payable by ABACUS with respect to The Service prior or subsequent to the date of termination.
- ii. ABACUS shall be entitled to re-allocate The Service to a third party.
- iii. Any revenue deemed payable to the Customer shall, subject to the deduction of any monies owed by the Customer, be settled by ABACUS as per the Payment Terms contained within this Agreement.
- iv. The Customer shall remain liable for any outstanding fines, penalties or administration charges imposed by PHONEPAYPLUS, Network Operator or authorised regulatory body with respect to The Service.

13. Indemnification

The Customer shall indemnify and keep indemnified ABACUS and its officers and employees against all liabilities, claims, costs, damages and expenses arising directly or indirectly out of any third party claim in relation to The Service for which ABACUS had no direct responsibility.

14. Liability

ABACUS shall not be liable to the Customer for any direct or indirect loss of profits, financial loss, loss of data, goodwill, or for any consequential loss or damage arising out of suspension, deterioration or interruption of The Service howsoever caused.

15. Waiver

Failure or delay by either party to exercise any right or remedy under this Agreement shall not be deemed to be a waiver of that right or remedy, or prevent it from exercising that or any other right or remedy on that occasion or on any other occasion.

16. Assignment

Each party agrees not to assign, or otherwise transfer, this Agreement or any rights or obligations hereunder without the other party's prior written consent.

17. Force Majeure

Neither party shall be liable in respect of any breach of this Agreement (other than failure to make payment of any costs when due) due to any cause beyond its reasonable control including but not limited to Acts of God, inclement weather, flood or escape of water, lightning or fire, industrial action or lockouts, the act or omission of Government, war, military operations, or riot.

18. Governing Law

This Agreement shall in all respects be governed and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

19. Privacy Policy

ABACUS reserves the right to contact the Customer with promotional offers or marketing material relating to The Service or Premium Rate Services. ABACUS agrees not to sell the Customer's personal details for marketing purposes to any third party.

20. Amendment

ABACUS reserves the right to amend the terms and conditions of this Agreement with immediate effect as necessary. ABACUS shall notify the Customer as soon as practicable of said amendments.

Acceptance of Terms

This Agreement is made between:

1) Abacus Telecom Ltd ("**ABACUS**") with registered address of 2nd Floor, 145-157 St John Street, London, EC1V 4PY and company number 07163281; and

2) As named below

I am an authorised signatory and confirm that I have read and understood the Agreement above and hereby agree to the legally binding terms and conditions contained within it:

Signed _____
Full Name _____
Company (if applicable) _____
Position (if applicable) _____
Address _____ _____
Dated _____

Signed _____
Full Name _____
Company (if applicable) _____
Position (if applicable) _____
Address _____ _____
Dated _____