

Schedule 2 - Telecoms, Unified Communications, Connectivity and Mobile Terms

Version: Standard Website Terms

1. Application and Scope

1.1 This Schedule applies where the Order Form includes cloud telephony, hosted PBX, SIP trunks, Microsoft Teams telephony, contact centre, call recording, business broadband, fibre, leased line, SD-WAN, business mobiles, SIM-only services, mobile airtime, mobile data, pooled data, unlimited data, roaming bolt-ons, international roaming, data-only SIMs, IoT SIMs, virtual numbers, on-hold services, international numbering, fixed line, call bundles or similar voice, mobile and connectivity services.

1.2 Where any Service under this Schedule constitutes a public electronic communications service or bundle subject to mandatory Ofcom or other regulatory contract requirements, the Company may request headcount, line count, spend profile or other information reasonably required to determine the Customer's regulatory status. The Customer shall provide accurate information and shall notify the Company promptly if that information materially changes.

1.3 Any Contract Information document, Contract Summary, regulated service notice, rate card or service-specific order details supplied by the Company for the purposes of complying with applicable communications regulation shall form part of the Agreement and shall prevail over any inconsistent term in this Schedule or the Master Terms to the minimum extent necessary. The Company may supply Services under this Schedule as reseller, dealer, agent, billed intermediary, administrator, managed service provider, direct contracting supplier or a combination of those roles.

1.4 Nothing in this Schedule shall limit any non-excludable right which the Customer has under applicable communications law or regulation.

2. Surveys, Activation and Installation

2.1 All installation dates, activation dates, survey dates, port dates and delivery estimates are provisional unless expressly confirmed as fixed in writing.

2.2 The Company may revise Charges, scope, lead times or technical assumptions following survey, carrier review, line test, numbering check, provisioning response or confirmation of excess construction charges.

2.3 The Customer shall provide all access, landlord permissions, wayleaves, power, rack space, internal cabling, LAN readiness, firewall changes and site readiness required for activation.

3. Numbering, Porting and Allocation

3.1 The Customer acknowledges that telephone numbers, DDI ranges, non-geographic numbers, international numbers, SIM allocations and similar identifiers are allocated subject to carrier, regulator, registry and Third Party Provider rules.

3.2 The Customer acquires no ownership rights in any number, range, address, identifier or routing resource allocated in connection with the Services.

3.3 Number porting, transfer and release are dependent on third parties and cannot be guaranteed. Temporary loss of service, dual billing, rejection, re-submission, loss of ancillary features and delay may occur and shall not constitute breach by the Company.

3.4 The Company may reclaim, quarantine, reassign or cease any number or identifier where required by law, regulator, carrier, non-payment, inactivity, fraud prevention, termination or product withdrawal.

3.5 The Customer shall provide all information and documentary evidence reasonably required for number porting, number release, PAC, STAC, DDI export, international number registration, KYC, sanctions screening or regulatory compliance. Any request relating to number porting, number release, PAC, STAC, DDI export, numbering records, KYC, international number registration, virtual number migration or number migration must be submitted to porting@intouchtech.co.uk with all information and documentation reasonably required by the Company. A request submitted elsewhere shall not be treated as operationally received unless acknowledged in writing by the Company's porting team. Failure to provide complete and accurate information may delay or prevent service provision and charges may continue.

3.6 Any SIM card, eSIM profile or other mobile network credential supplied or arranged by the Company remains the property of the relevant carrier, network provider, wholesaler or the Company unless expressly stated otherwise in writing. The Customer shall keep all such items secure and shall not tamper with, copy, transfer, reverse engineer or misuse them.

3.7 The Company may select, replace or change the underlying mobile network, carrier, wholesale supplier or roaming partner used to deliver the Services where reasonably required for commercial, operational, regulatory, fraud prevention, availability or product reasons. The Customer authorises the Company to give all notices, instructions and other authorisations reasonably required for that purpose.

3.8 The Company may charge for replacement SIMs or eSIMs, failed deliveries, reactivations, changes of form factor, number changes, regrades, suspension lifting, lost or stolen device administration or similar mobile service events at the Company's then-current rates. The Customer shall notify the Company immediately of any lost, stolen, compromised or misused SIM, eSIM, handset, device or credential. The Customer remains liable for all usage and Charges incurred until the relevant network, carrier or platform confirms that the affected line, SIM, eSIM, device or credential has been barred, suspended or

restricted.

3.9 Where the Customer contracts directly with a mobile network, carrier or other Third Party Provider and the Company acts as reseller, referrer, dealer, billing intermediary, administrator or support provider, the Customer shall comply with the relevant network, carrier or Third Party Provider terms and shall remain liable for all charges, commitments, usage, early termination charges, hardware fund clawbacks and other amounts arising under that underlying arrangement. The Company shall not be liable for any act, omission, coverage issue, billing rule, tariff change, suspension, withdrawal or decision of that network, carrier or Third Party Provider.

4. Call Charges, Fair Use and Fraud

4.1 Any inclusive minutes, data pools, unlimited data tariffs, bundles, bolt-ons or allowances are subject to the Fair Use Policy and may exclude premium numbers, international destinations, directory enquiries, short codes, conferencing services, high-cost destinations, call forwarding, service numbers, roaming, excessive tethering, machine-to-machine use, IoT use, SIM farm use and other excluded traffic classes. Usage not expressly included shall be charged at the Company's prevailing rate card or call charge list as notified, published, linked from an order or otherwise made available by the Company from time to time.

4.2 The Company may vary barred destinations, fraud controls, usage thresholds, credit limits and exposure controls at any time in the interests of fraud prevention, network protection or commercial risk management.

4.3 The Customer is responsible for all traffic generated using the Services, whether authorised or unauthorised, unless directly caused solely by the Company's gross negligence.

4.4 The Customer shall implement all reasonable fraud controls, including password hygiene, MFA, IP restrictions, extension lock-down, international dialling restrictions, device security, call barring and prompt reporting of unusual traffic.

4.5 The Company may suspend, bar or restrict Services without notice where it reasonably suspects toll fraud, SIM abuse, PBX compromise, SIP abuse or other unusual traffic patterns.

4.6 For regulated communications services, any core subscription price and any in-term core subscription price changes during a commitment period shall be as set out in pounds and pence or other specified currency in the relevant Order Form, Contract Information or Contract Summary where required by applicable law. Additional usage, call spend and out-of-bundle charges shall remain variable in accordance with the applicable rate card unless expressly fixed in writing.

4.7 Unless expressly agreed otherwise in writing, premium rate, international, roaming, out-of-bundle, data overage, content, add-on and other higher-cost services may be available on the Services and the Customer remains liable for all associated Charges. The Company may, but is not obliged to, bar or limit such usage at the Customer's request or on its own initiative.

4.8 The Customer is responsible for monitoring call, text, roaming and data usage. The Company does not warrant that usage caps, spend caps, alerts, cut-offs or barring controls will apply, be available or operate in real time, and the Customer shall remain liable for all Charges incurred before any cap, alert, bar or restriction is applied.

4.9 Roaming availability, quality, tariffs, fair use limits, supported destinations and partner networks depend on third-party mobile network and roaming arrangements and may change without notice. The Company does not warrant that roaming will be available in any particular country, on any particular network or with any particular service quality, feature set or charging profile.

4.10 The Customer shall not generate or permit artificially inflated traffic, SIM farms, device farms, bulk messaging abuse, revenue share abuse, traffic pumping, roaming abuse or other commercially unreasonable, excessive or fraudulent usage. The Company may suspend Services, withdraw allowances, re-rate usage, claw back discounts, bonuses, hardware subsidies or promotional benefits, and terminate the affected Service where it reasonably suspects such conduct.

4.11 Each mobile line, SIM, eSIM profile, handset bundle, device plan or similar mobile service component may have its own Service Commencement Date, Minimum Term, Renewal Term, subsidy recovery period, commitment profile or carrier-imposed minimum commitment. Any upgrade, recontract, replacement handset, additional device funding, hardware fund, bonus, credit, discount, tariff change or migration affecting a line may start a new, replacement or extended commitment for that line or for the affected equipment or bundle.

4.12 Where the Company provides any handset subsidy, device credit, hardware fund, connection credit, bonus, discount, cashback, upgrade support or similar mobile concession in connection with a mobile line, SIM, tariff, bundle or device, the value of that concession may be clawed back and charged immediately in full if the affected line, SIM, tariff, bundle, device or related Service terminates, downgrades, migrates away, is disconnected, is materially reduced or otherwise ceases before the end of the applicable recovery period or committed term. This is in addition to, and not in substitution for, any other Early Termination Charges or clawbacks payable under the Agreement.

5. Emergency Calling and Service Limitations

5.1 Services using VoIP, hosted or internet-based delivery may be unavailable during internet failure, local network failure, power outage, platform outage, cyber incident, routing fault or supplier maintenance.

5.2 Access to emergency services may be unavailable, delayed or inaccurate in such circumstances and location information may not reflect the caller's actual location, particularly where services are nomadic or used on softphones, apps or mobile clients.

5.3 The Customer shall communicate these limitations to its users and shall maintain appropriate business continuity procedures, alternative calling methods and power resilience.

5.4 The Company does not warrant that any Service used outside the United Kingdom will support access to local emergency services, accurate emergency location presentation or compliance with local telecoms law. The Customer is solely responsible for user notices, user training, local compliance and alternative emergency calling arrangements for nomadic, overseas or softphone users.

5.5 Mobile coverage, indoor reception, outdoor reception, data speed, latency, continuity, handoff between cells, roaming availability and the quality or availability of business mobile services depend upon the relevant mobile network provider, radio environment, geographic conditions, building structure, local interference, device capability and other matters outside the Company's reasonable control. The Company does not warrant coverage, signal strength, speed, continuity or availability in any particular location.

5.6 International roaming and overseas usage may be unavailable, restricted, suspended, barred, rate-limited or charged differently depending on destination, network-provider arrangements, device type, fraud controls, sanctions rules, registration requirements or local law. The Company shall have no liability for any inability to roam, any roaming restriction, any higher roaming cost, any destination exclusion or any loss arising from foreign network or roaming-partner limitations.

6. Customer Equipment, Networks and Quality of Service

6.1 The quality, availability and security of telecoms and connectivity services are dependent upon the Customer's LAN, WAN, Wi-Fi, power, firewall, QoS, cabling, device estate and internet environment.

6.2 The Company shall not be liable for jitter, latency, packet loss, call quality issues, dropped calls, one-way audio or degraded performance caused by Customer Equipment, shared broadband, unmanaged Wi-Fi, firewall settings, unsupported handsets, third-party routers or any environment outside the Company's managed demarcation point.

7. Recording, Analytics and Compliance

7.1 The Customer is solely responsible for determining whether call recording, screen recording, analytics, monitoring, transcription, AI summarisation, sentiment analysis, quality monitoring and similar features may lawfully be used in its business and for obtaining all necessary notices, consents and lawful bases.

7.2 The Company does not provide legal advice on PCI, FCA, GDPR, employment or sector-specific call recording obligations unless expressly engaged to do so in writing.

8. Cessation, Migration and Release

8.1 Charges shall continue until the relevant carrier or Third Party Provider completes the cessation, release, transfer or port of the relevant Service.

8.2 Subject always to applicable law and regulation, the Company may refuse or delay migration, release, porting assistance or administrative transfer while any overdue sums remain unpaid.

8.3 Any number management, transition management, project management or liaison work associated with migration away from the Company shall be chargeable unless expressly stated otherwise.

8.4 The Customer warrants that all letters of authority, porting instructions, registration details, end-user declarations and KYC information supplied to the Company are complete, accurate and signed by a duly authorised representative.

8.5 The Customer acknowledges that number porting, migration, renumbering, service transfer and related provisioning activities are dependent upon third-party carriers, losing providers, gaining providers, range holders, network operators, numbering databases and industry porting processes. The Company does not warrant that any port will complete by any requested or estimated date, or without interruption, rejection, delay, data mismatch, routing error, temporary loss of service or other porting issue.

8.6 To the fullest extent permitted by law, the Company shall have no liability for any failed, delayed, rejected, misrouted or otherwise defective porting or migration process to the extent caused by any Third Party Provider, losing provider, gaining provider, carrier, network operator, incorrect records, numbering database issue, industry process failure or other matter outside the Company's reasonable control.

8.7 The Company's obligation in relation to any such porting issue shall be limited to using reasonable endeavours to liaise with the relevant third parties and progress corrective action. Any additional project management, engineering, escalation, onsite attendance or out-of-hours work requested by the Customer in connection with such issue may be chargeable in addition.

8.8 Subject always to applicable law and regulation, the Company shall not charge the Customer a direct fee for the regulated act of porting a number where such a direct charge is prohibited by law. The following charges apply to non-standard administration, migration support, numbering analysis, inventory preparation, failed or rejected port rework, international number administration, KYC handling and third-party pass-through work associated with numbering, porting, release, export or migration:

- Standard regulated porting, PAC, STAC or number release processing submitted to porting@intouchtech.co.uk with complete and accurate information during Business Days: no direct charge where prohibited by law, otherwise included unless the Order Form states otherwise.

- Number inventory or export pack: GBP45 plus VAT for 1-10 numbers, GBP95 plus VAT for 11-50 numbers, GBP195 plus VAT for 51-250 numbers, and by quotation or time and materials for more than 250 numbers.
- DDI range, multi-line, SIP trunk, virtual number or international number migration administration: GBP75 plus VAT per range, trunk, virtual number group, country request or migration order.
- Failed, rejected, cancelled or resubmitted port caused by incomplete, inaccurate, inconsistent or late Customer information, third-party information, LOA details, KYC details or losing-provider records: GBP25 plus VAT per failed, rejected, cancelled or resubmitted event.
- International number KYC, regulatory paperwork, proof-of-address review, end-user declaration handling or country-specific documentation: GBP45 plus VAT per country request, plus any third-party charge.
- Urgent, out-of-hours, bespoke, project-managed or complex migration support: charged at the Company's then-current professional services rates, subject to a minimum of one hour.
- Third-party, carrier, range holder, registry, network, platform or administrative charges connected with numbering, porting, release, export or migration may be passed through to the Customer at cost plus 15%, to the extent permitted by law.

8.9 The charges in clause 8.8 are not intended to operate as charges for the regulated act of number porting where such charges are prohibited. They are charges for non-standard administration, project support, rework, customer-caused failure, international administration, inventory preparation, third-party pass-through charges and other work outside standard regulated porting processing.