

## TERMS FOR THE PROVISION AND USE OF CROMARTY FIRTH WIRELESS NETWORKS VOIP/TELEPHONE SERVICE

This Agreement sets out the terms on which Cromarty Firth Wireless Networks LTD agrees to provide its VOIP services including to you. This Agreement commences on the date that CFWN first accepts your order. This Agreement comprises these Terms of Service and our Service Descriptions for your call plans as described in your order and features. The Service Description are available at [www.cfw.n.co.uk](http://www.cfw.n.co.uk). Orders for the Service are accepted at our sole discretion. The expressions, "CFWN", "we" and "us" and "our" mean CFWN Limited (company number SC514076), whose registered office is at Meikle Brae Agneshill North, Balblair, Dingwall, Ross-Shire, Scotland, IV7 8LE. The expressions "you" and "your" mean you the customer.

- 1 By using the service you accept these terms. We may change the terms upon giving one months' notice by reasonable means, e.g. via our website, social media or email. Continued use of the service acknowledges acceptance of the amended terms.
- 2 As a customer the equipment we use at your premises will become yours when you pay for installation. It comes with a one-year warranty but as long as you don't modify or damage it we will make reasonable efforts to assist you in using it throughout its useful life while you remain a customer.
- 3 ***By signing up to the Service you understand and agree that the Service may not offer all of the features you may expect from a traditional phone line and may sometimes be unavailable as a result of things over which we have no control, for example, power disruptions and failures of your internet connection. You must maintain your broadband connection with CFWN in order to use the Service.***
- 4 ***If the Service is fully operational, 999/112 public emergency call services can be accessed from within England, Wales, Scotland and Northern Ireland. However, you understand and acknowledge that if there is a Service outage for any reason (including a failure of the internet), such outage may prevent access to 999/112 dialling.***
- 5 For each phone line that you utilize with the Service, you must register with CFWN the physical location where you will be using the Service. Your initial location will be registered as a part of subscribing to the Service. It is your responsibility to maintain the accuracy of your location address via by telling us of any changes. If you do not update us with changes, it may or may not be possible for emergency operators and authorities to identify your location and phone number when you dial 999/112. When you dial 999/112 you will need to state your location and phone number promptly and clearly, as emergency operators and authorities may not have this information. The service is primarily intended to be used with a regular telephone handset, CFWN may make available a mobile phone application for additional use however, in an emergency use the regular telephone handset only.
- 6 You agree to inform all users in your premises of the issues surrounding 999/112 calls.
- 7 If we agree to port a number for you, this will be done on a reasonable endeavours basis, number porting is not always possible. Even if we accept your order you should not cancel your current service provider until we tell you that number porting has worked.
- 8 By accepting these terms, you are agreeing NOT to allow through your actions, or those of others, the use of Services from CFWN for unlawful or illegal purposes; including but not limited to making offensive, indecent or prank/hoax calls, place bulk unsolicited commercial calls or use automatic dialers allowing others to do so, using the Services fraudulently or to commit or further a criminal offence.
- 9 You acknowledge and agree that CFWN: (a) is under no obligation to investigate the authenticity of calls charged to your account; (b) is under no obligation to take action to prevent such calls from being made; and (c) is not liable for any fraudulent calls processed by CFWN and billed to your account. You agree that you are liable for all calls charged to your account.
- 10 You agree that the Service is for your own personal use only. You represent and warrant that you will be the ultimate end user of the Service. You will not in any way re-sell, re-supply, license, permit or otherwise allow any third party to use the Service without receiving CFWN's prior written consent, which may be withheld or conditioned in CFWN's sole discretion.
- 11 We can change our pricing with one-month notice; you can give us written notice to cancel within the notice period.
- 12 We can cancel if you do not pay or do what you have agreed or if you become bankrupt or unable to pay your debts. If we cancel you will pay for services up to the point of cancellation.
- 13 We will make reasonable efforts to provide service, but we cannot guarantee it, the phones rely on both our rural internet service, with less backup or redundancy than other utilities, and the internet in general. We are not responsible for faults caused by things that you do or don't do or outside our reasonable control, such as power supplies or third party suppliers or problems with the wider internet.
- 14 Where we know in advance there is going to be a service interruption we will make reasonable efforts to contact you in advance, e.g. via a website announcement, social media or email. If there is a prolonged outage (more than 48 hours) that is within our reasonable control, we will credit your account in some way (either by reduced charges or delaying the Direct Debit).
- 15 We will handle your personal data in accordance with legal requirements and use it only for running the service, e.g. we will not use it for third party marketing or share it with others (save for legal requirements such as emergency services location information), and we will take reasonable precautions to retain it confidentially. You acknowledge that we may send you information about other directly associated services from us. We may retain your personal communication data, if required, to meet UK law.
- 16 You will pay by Direct Debit monthly in arrears for service. You will pay for installation when completed and within 14 days of presentation of invoice. If you cancel your Direct Debit we will stop providing service. If you don't pay on time we can suspend service or add interest at 2% over Bank of Scotland base rate.
- 17 We may terminate your Service at any time for convenience upon giving you 1 month's prior written notice without liability to you.
- 18 You can cancel this contract at any time, by giving us one months written notice.
- 19 You will be receiving a VAT invoice for the service via email on a monthly basis.
- 20 Billing will commence on the Service activation date. Billing will not be delayed due to your readiness to accept or use the Service.

**21** Nothing in this Agreement excludes or limits our liability for death or personal injury caused to you by our negligence, or for any liability that cannot be excluded or limited by law.

**22** Except in the case of clause 21, our liability (if any) to you for any loss or damage in contract, tort, including negligence or breach of statutory duty, or otherwise, howsoever arising out of or in connection with this Agreement shall be limited to £50 per incident or series of connected incidents.

The above agreed and accepted:

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Name of Customer

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Signature of Customer

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Date

Service address:-

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