



## **Babble Cloud Limited – Telecommunications Product Schedule**

### **1. INTERPRETATION**

In addition to the definitions and rules of interpretation set out in the Terms, the following definitions apply in each and every Contract which includes the provision of the Services described in this Product Schedule:

"Acceptable Use Policy" means Babble's acceptable use policy for all or any of the Services, as updated from time to time by Babble and made available on Babble's website.

"Airtime" means wireless airtime and/or network capacity procured from the relevant network operator.

"Babble Equipment" is as defined in the Terms.

"Charges" is as defined in the Terms.

"Contract" is as defined in the Terms.

"Inbound Calls" means calls made to (not from) any telephone numbers comprising the Goods and/or Services.

"Mobile Services" means the provision of all or any of the following, as set out in the Order Form: airtime, equipment, software, GPRS, mobile internet and email access, SMS, SMS land to mobile text messaging service, location based services and/or other wireless services.

"Order Form" is as defined in the Terms.

"Product Schedule" means this Telecommunications Product Schedule, which sets out specific terms applicable to the Services described herein.

"Services" means the provision of telecommunications services, including but not limited to Mobile Services, VOIP Services, and network connectivity services.

"Terms" means the General Terms and Conditions applicable to the Contract, as shown at [babble.cloud/terms](http://babble.cloud/terms), or such other terms and conditions as Babble and the Customer may enter into in writing.

"Third Party Supplier" means a third party selected by Babble from time to time to perform the Services and/or to supply the Goods in whole or part.

"VOIP" means Voice Over Internet Protocol being the use of the internet as the transmission medium for telephone calls by digital means (rather than traditional telephone system based on copper wires carrying analogue data).

### **2. APPLICATION OF THIS PRODUCT SCHEDULE**

2.1 In relation to the provision of the Services set out herein, this Product Schedule shall apply to and be incorporated into the Contract. If there is any inconsistency between this Product Schedule, the Terms and the terms contained in the Order Form, the following order of prevalence shall apply to the extent of such inconsistency: the Order Form, followed by the Product Schedule, followed by the Terms.

### **3. MOBILE SERVICES**

3.1 The Customer is fully responsible and liable for its use of the Mobile Services. It acknowledges and agrees that Babble has no knowledge of and no liability in respect of any text or picture messages sent to or from the Customer and/or any of its employees, agents, contractors or advisers using any mobile devices comprising the Goods and/or connected to the Services.

3.2 To the extent the Customer is entitled to free Airtime, the provision of such free Airtime shall be subject to any conditions specified in the Acceptable Use Policy applicable to the Mobile Services.

3.3 The Customer must promptly notify Babble if any mobile devices and/or SIM cards comprised in the Goods to be delivered by Babble are lost, stolen or damaged. The Customer shall be responsible for paying all Charges (including in respect of Airtime and usage charges) due in relation to any such lost, stolen or damaged mobile devices and/or SIM cards up to the date it notifies Babble of the same. Customer shall pay all sums due in relation to the provision of replacement mobile devices and/or SIM cards, as specified by Babble.

3.4 The Customer acknowledges and agrees that the availability and quality of Mobile Services via the Customer's mobile devices may vary by location and the strength of the Customer's selected network. Information regarding the coverage provided by each network are available from the relevant provider and will also be provided by Babble upon request. Babble cannot accept any liability for loss or diminution of network connectivity as a result of changes or disruption to the network.

### **4. SERVICE CONDITIONS AND DISCLAIMERS**

4.1 The Customer is responsible, at its own cost, for procuring, commissioning and installing any hardware and/or software required to operate the Services, save to the extent expressly stated on the Order Form.

4.2 The Customer acknowledges that Babble does not represent, warrant or guarantee that the Services shall be available without interruption or error free and that the provision of the Services is subject to matters beyond Babble's reasonable control including, without limitation, the geographic extent of Airtime/network coverage and local geography, topography and/or atmospheric conditions, other physical or electromagnetic interference, number of users, and/or Third Party Suppliers, each of which may affect the provision and/or quality of the Services.

4.3 Where the Customer is provided with telephone number(s) (including any codes) as part of the Services, the Customer acknowledges and agrees that, save as expressly stated in this clause, it will acquire no right, title, interest or claim in or to the same. Without limiting the foregoing, the Customer will have the right to request that such numbers are ported to its new service provider following the expiry or termination of the Contract and Babble shall use reasonable endeavours, to assist the Customer's selected service provider to do so (but Customer acknowledges and agrees that the porting of such numbers is outside of Babble's reasonable control and Babble shall have no liability to the Customer in the event that the porting of such numbers is not possible). Where the Customer makes such a request (either to Babble or to the Third Party Supplier direct) to port such numbers to a new service provider, the Customer agrees to pay Babble the sum of £15 per number. Babble reserves the right to change the telephone numbers allocated to the Customer on reasonable notice (where practicable) for operational, technical or regulatory reasons (including where required by a relevant Third Party Supplier).

4.4 In respect of VOIP services, the Customer accepts that: (a) the Customer's ability to make emergency calls and their priority treatment cannot be guaranteed and that any suspension or interruption of the VOIP service may result in the Customer being unable to make emergency calls; (b) the Customer acknowledges that the VOIP service may sometimes be limited, unavailable or interrupted due to events beyond Babble's control, such as those specified in clause 18 (Force Majeure).

4.5 The Customer shall be responsible for any additional Charges arising from its service requests and/or usage of the Services, including but not limited to facilities, power, bandwidth and/or network capacity above and beyond the entitlement specified in the relevant Order Form.

### **5. USE OF NETWORK SERVICES**

5.1 To the extent that the Services include the provision of network services, including broadband and fibre, the Customer agrees that it shall not via such Services:

5.1.1 post or send the same or similar messages in multiple use net or news groups;

- 5.1.2 post or send off-topic items to a use net or news group;
- 5.1.3 send or provide unsolicited commercial messages or communications in any form;
- 5.1.4 falsify user information;
- 5.1.5 act in a way which threatens the integrity or security of any computer system;
- 5.1.6 act with a view to avoiding incurring or paying Charges for its usage;
- 5.1.7 violate general standards of internet conduct and usage such as denial of service attacks, web-page defacement, and port and network scanning;
- 5.1.8 disclose passwords;
- 5.1.9 violate any restrictions on the size of emails;
- 5.1.10 forge addresses;
- 5.1.11 share network connections in a manner enabling third parties to access and use such connections; or
- 5.1.12 act in such a way that may pose a threat to the safety of persons, impede the activities of authorised persons responding to an emergency, or pose a hazard which would impair or prevent the operation or equipment.

## **BABBLE EQUIPMENT**

6.1 To the extent that there is any Babble Equipment in connection with the Services, including but not limited to rented telecommunications handsets, headsets and/or accessories, the Customer shall:

- 6.1.1 ensure that such Babble Equipment is only used for the purposes of the Services;
- 6.1.2 not connect any other equipment to the Babble Equipment unless expressly authorised in writing by Babble or its Third Party Supplier;
- 6.1.3 not tamper with or remove any label on the Babble Equipment;
- 6.1.4 not (and procure that its users will not) open, disconnect, repair, maintain, modify or remove the Babble Equipment; and
- 6.1.5 permit Babble and/or its Third Party Supplier to modify, change, add or replace the Babble Equipment or any part of it.

6.2 The Customer will not permit any lien, charge or other restriction or encumbrance to be placed on the Babble Equipment.

6.3 The Customer shall ensure that the Babble Equipment and any equipment used by the Customer in connection with the Services is maintained in good working order and, in the case of any other equipment used by the Customer, that it is suitable for the purposes for which it is used in relation to the Services and conforms to all relevant UK standards or requirements.

6.4 The Customer shall be responsible for insuring any Babble Equipment on its premises against loss or damage from all risks, such insurance to be for an amount equal to the full replacement value of such Babble Equipment.

## **7 Line Rental Subsidies (LRS) / Credits / Rebates**

7.1 Any Line Rental Subsidy, Credit or Rebate ("LRS") is offered on the basis that it is funded in whole or in part by commercial arrangements between the Company and the relevant mobile network provider. Where such arrangements continue, the Company will apply the LRS in line with the agreed contract term.

7.2 If the mobile network provider terminates, materially changes, or ceases to pay any ongoing revenue share, commission or other funding on which the LRS is based, or terminates its agreement with the Company, the Company reserves the right to vary, suspend or withdraw the LRS with immediate effect by written notice to the Customer. In such circumstances, the withdrawal of the LRS shall not constitute a breach of contract.

7.3 LRS payments are applied solely against line rental charges during the applicable contract term, are not transferable or exchangeable, and may not be substituted for any other credits or funds. Any LRS value that remains unused or unclaimed at the end of the contractual period will expire automatically.

## **8. Equipment / Hardware Fund (Equipment Fund or "EF")**

8.1 Any Equipment or Hardware Fund ("EF") is provided on the basis that it is supported by commercial funding, incentives or revenue share arrangements with the mobile network provider. The availability and value of the EF are therefore dependent on those arrangements remaining in force.

8.2 Where the relevant mobile network provider terminates its agreement with the Company, materially alters its commercial terms, or ceases to pay ongoing revenue share or other funding, the Company may amend, restrict, suspend or withdraw the EF with immediate effect by written notice to the Customer. Any such action shall not give rise to any right of termination, compensation or claim by the Customer.

8.3 The EF may accrue over the contract term; however, the Company reserves the right to limit any EF usage to the pro-rated value accrued at the point of purchase, based on the elapsed portion of the contract duration. The EF is a standalone fund and cannot be exchanged for Line Rental Subsidies, cash, or other credits. The EF can only be used to purchase Mobile hardware from Babble, subject to current stock, availability and lead-times.

8.4 Any EF balance that remains unused at the end of the applicable contract term will lapse automatically and is not rolled over into any subsequent contract term unless expressly agreed in writing.

## **9. REGULATORY COMPLIANCE**

9.1 The Customer shall not engage in conduct which amounts to improper or persistent misuse of a public electronic communications network or service within the meaning of sections 127 to 128 of the Communications Act 2003.

9.2 The Customer warrants that it is not as at the Service Commencement Date, and is not aware of any reason that it may be included, on any lists compiled and published by Ofcom of companies and individuals that have caused serious or repeated harm to consumers or of companies and individuals that are under assessment (together the "Consumer Protection Lists". Babble reserves the right to terminate any Contract and withdraw Services provided the Customer if the Customer appears on any of the Consumer Protection Lists.

9.3 The Customer agrees to indemnify Babble in full and on demand and accepts full responsibility for any loss, damage, costs, expenses or other liability suffered by Babble as a result of any act or omission by the Customer or any of its employees, agents or subcontractors in connection with its or their use of the Goods and/or Services which results in a violation of any applicable laws including, without limitation, any failure to adhere to the rules of the TPS (Telephone Preference Service) and/or CTPS (Corporate Telephone Preference Service), or any requirement under the Privacy and Electronic Communications (EC Directive) Regulations 2003 or the Data Protection Legislation.

## **10. VARIATION**

10.1 Babble may vary the terms of this Product Schedule from time to time (by uploading the revised version at [www.babble.cloud/terms](http://www.babble.cloud/terms) and Babble will notify the Customer of such changes, which shall take effect immediately upon receipt of Babble's notice.