CONTINUITYCLOUD LTD (Trading as prisoncallsunlimited.co.uk)

STANDARD SERVICE TERMS AND CONDITIONS – V1.1

BACKGROUND:

These Terms and Conditions are the standard terms for the provision of services by Continuitycloud Ltd trading as prisoncallsunlimited, a Private Limited Company registered in England under number 10758220, whose registered address is 20-22 Wenlock Road, London, N1 7GU.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day" means any day other than a Saturday, Sunday or bank holiday;

"Calendar Day" means any day of the year;

"Contract" means the contract for the provision of Services, as explained in Clause 3;

"Month" means a calendar month;

"Pay As You Go" A service where you need to buy call credit in the form of a top up before you can make any calls. This credit is used to pay for the calls you make - when you run out of credit you need to top-up your service again before you can use it.

"Price" means the price payable for the Services;

"Services" means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);

"Special Price" means a special offer price payable for Services which We may offer from time to time;

"Number porting" is the process of moving a telephone number from one communications provider (CP) to another.

"Order" means your order for the Services as ordered via our website www.prisoncallsunlimited.co.uk

"Order Confirmation" means Our acceptance and confirmation of your Order as described in Clause 3;

"Unlimited Minutes" means unlimited inbound minutes from to a UK landline number provided by prisoncallsunlimited

"We/Us/Our" Means , a Private Limited Company registered in England under number 11364689, whose registered address is 20-22 Wenlock Road, London, N1 7GU.

1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, SMS text message, fax or other means.

2. Information About Us

2.1 ContinuityCloud Ltd, a Private Limited Company registered in England under number 11364689, whose registered address is 20-22 Wenlock Road, London, N1 7GU

2.2 Email Address: prisoncallsunlimited@thehelpdesk247.com

3. The Contract

3.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

3.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

3.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.

3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

3.4.1 The main characteristics of the Services;

3.4.2 Our identity and contact details (set out above in Clause 2);

3.4.3 The total Price for the Services including VAT or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated for example the rate in pence per minute;

3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;

3.4.5 Where applicable, details of after-sales services and commercial guarantees;

3.4.6 Where applicable, the functionality, including appropriate technical protection measures, of digital content;

3.4.7 Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.

4. Orders

4.1 All Orders for Services made by you will be subject to these Terms and Conditions.

4.2 You may change your Order at any time before We begin providing the Services by contacting Us at our contact details as set out above in Clause 2

4.3 If your Order is changed We will inform you of any change to the Price in writing.

4.4 We may cancel your Order at any time before We begin providing the Services due to the

unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. Cancellations will be confirmed in writing.

5. Price and Payment

5.1 The Price of the Services will be that shown on Our website http://www.prisoncallsunlimited.co.uk in place at the time of your Order.

5.2 Our Prices may change at any time but these changes will not affect Orders that We have already accepted.

5.3 All Prices Include VAT.

5.4 We accept the following methods of payment:

5.4.1 All UK Major Credit Cards;

5.4.2 Pay Pal;

5.4.3 Stripe

5.5 For 'Pay As You Go' services you are required to keep your account in credit if you wish to continue to use the service. If you do not 'Top Up' and your credit is used up, the service will cease until we receive sufficient funds to restart the service – minimum one pound. If the service is ceased and is not 'Topped Up' for a period of 30 days we will release the number associated with the service back into our stock.

6. Providing the Services

6.1 As required by law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the Telecommunications and in accordance with any information provided by Us about theServices and about Us.

6.2 We will begin providing the Services on the date confirmed in Our Order Confirmation.

6.3 We will continue providing the Services for as long as there is sufficient credit on your account.

6.4 We will make every reasonable effort to provide the Services in accordance with your Order.

We cannot,however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 forevents outside of Our control.

6.5 If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.

6.6 If the information or action required of you under sub-Clause 6.5 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result.

6.7 In certain circumstances, for example where there is a delay in you sending Us information or taking actionrequired under sub-Clause 6.5, We may suspend the Services (and will inform you of that suspension in writing).

6.8 In certain circumstances, for example where We encounter a technical problem, We may

need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform you in advance in writing before suspending the Services.

6.9 If you do not pay Us for the Services as required We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing.

6.9 In certain circumstances, for example where we are Number Porting your UK 01 or 02 number to our chosen network some issues may be experienced during the porting process due to third partys actions beyond our reasonable control. In any event, there maybe a short period of loss of service whilst your number navigates the porting process. We are not liable for any costs incurred either indirectly or directly caused by this interruption in service

7. Problems with the Services and Your Legal Rights

7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however,there is a problem with the Services We request that you inform Us as soon as is reasonably possible.

7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical.

7.3 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents or employees or subcontractors or where nobody is at fault. If We determin that a problem has been caused by incorrect or incomplete information or action provided or taken by you

7.4 We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents or employees or subcontractors or where nobody is at fault. If We determin that a problem has been caused by incorrect or incomplete information or action provided or taken by you. We may
charge you for remedial work.

7.5 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeatperformance. In cases whereprice reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

8. Our Liability

8.1 We provide Services for domestic and private use (or purposes). We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind (including resale). By making your Order, you agree that you will not use the Services for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

8.2 Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer.For moredetails of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

9. Events Outside of Our Control (Force Majeure)

9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

9.2.1 We will inform you as soon as is reasonably possible;

9.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

9.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

9.2.4 If the event outside of Our control continues for more than 2 weeks, We will cancel the Contract in accordance with Our right to cancel under sub-Clause 10.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

10. Cancellation

10.1 If you wish to cancel your Order for the Services before the Services begin, you may do so under subclause 4.4.

10.2 Once We have begun providing the Services, you are free to cancel the Services and the Contract at any time by giving Us 30 days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be not be refunded.

10.3 If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice. If you cancel because of Our breach under sub-Clause 10.3.1, you will not be required to make any payments to Us. You will not be required to give notice in these circumstances:

10.3.1 We have breached the Contract in any material way and have failed to remedy thatbreach within 30 days of you asking Us to do so in writing; or10.3.2 We enter into liquidation or have an administrator or receiver appointed over Our assets.

10.4 We may cancel your Order for the Services before the Services begin under sub-Clause 4.5.

10.5 Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 7 days written notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment.

10.6 If any of the following occur, We may cancel the Services and the Contract immediately by

giving youwritten notice:

10.6.1 You fail to make a payment on time as required under Clause 5 ; or

10.6.2 You have breached the Contract in any material way and have failed to remedy that breach within 14 days of Us asking you to do so in writing; or

10.6.3 We are unable to provide the Services due to an event outside of Our control.

10.7 For the purposes of this Clause 10 (and in particular, sub-Clauses 10.3.1 and 10.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under subClause 10.3.1 and Us under sub-Clause 10.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

11. Communication and Contact Details

11.1 If you wish to contact us emai us at prisoncallsunlimited@thehelpdesk247.com

11.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:

11.2.1 Contact Us by email at prisoncallsunlimited@thehelpdesk247.com ; or

11.2.2 Contact Us by pre-paid post at Continuitycloud Ltd, 20-22 Wenlock Road, London, N1 7GU.

12. Complaints and Feedback

12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

12.2 If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us in one of the following ways:

12.2.1 In writing, addressed to Customer Services Manager, ContinuityCloud Ltd, 20-22 Wenlock Road, London, N1 7GU.

12.2.2 By email, addressed to prisoncallsunlimited@thehelpdesk247.com

How We Use Your Personal Information (Data Protection)

13.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

13.2 We may use your personal information to:

13.2.1 Provide Our Services to you.

13.2.2 Process your payment for the Services.

13.2.3 Inform you of new products and services available from Us. You may request that We stopsending you this information at any time.

13.2.4 In certain circumstances (if, for example, you wish to pay for the Services on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

13.2.5 We will not pass on your personal information to any other third parties without first obtaining your express permission.

14. Other Important Terms

14.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

14.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

14.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in anyway and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

14.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwiseunenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

14.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15. Governing Law and Jurisdiction

15.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.

15.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency