

## **Inbound Premium and Rebate Telephone Numbers Terms and Conditions of Use.**

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ORB Telemedia Ltd  
Incorporated and registered in UK  
Company number (SC) 400380  
Registered office: 38 Winton Crescent, Glasgow, G72 0QN

All use is subject to our Terms and conditions, which are subject to change without notice. This Web Site is operated by ORB Telemedia Ltd ("We", "Us" and "Our", as appropriate in the context).

### **ORB Telemedia Ltd, general terms and conditions for premium rate number services.**

Whereas ORB Telemedia Ltd is a service provider for telephony network services in relation to the provision of Premium Rate Services, non geographic and geographic numbers and International Premium rate numbers and also is a technology gateway in relation to the provision of VAS (value added services.) and having conducted all necessary due diligence in relation to the Customer as required for Premium Services by the relevant Code Of Conduct in the territory where the Premium Services are being operated, ORB Telemedia wishes to provide, and the Customer wishes to accept, the Services, subject to and in accordance with the terms and conditions of this Agreement, master contract and any agreed annexes between ORB Telemedia and the customer.

### **Interpretation**

The following provisions shall have effect for the interpretation of this Agreement, unless the context requires otherwise.

### **Definitions**

**"Agreement"** means an agreement entered into between ORB Telemedia and the Customer, subject to the terms herein.

**"Carrier"** means a national telephone carrier or another supplier for telephone numbers and connections.

**"Code of Conduct"** means any code of any independent body approved for the supervision of telephone information services recognised by the different countries where the services are provided;

**"Customer"** means a user of ORB Telemedia's services;

**"Fraudulent Activity"** means, but is not limited to:

- accessing protected computers or networks without authorisation;
- accessing protected computers or networks by exceeding authorisation;
- hacking;
- wire / telex / fund fraud;
- Bribery
- any unauthorised use of elecommunication networks; and
- intercepting telephone Numbers, without authorisation, through
  - a) PABX;
  - b) telephone lines; and
  - c) the internet.

**"Intellectual Property Rights"** means any patent, registered design, registered trade or service mark, copyright, design right, semiconductor topography right, knowhow or any similar right exercisable in any part of the world including any application therefore

**"National Telecommunications Legislation"** means any legislation governing telecommunications in the country in which the Numbers are issued;

**"Numbers"** means the premium rate, non-geographic, geographic or SMS numbers allocated to the Customer

**"Order Confirmation"** means ORB Telemedia's confirmation on any future order from the Customer, every order confirmation for numbers will become part of this contract.

**"Rates"** means the payouts or fees specified in order confirmations where applicable

**"Secured Email Address"** means an encrypted or non-encrypted email address where messages or documents can be sent to, binding the Customer

**"Traffic"** means the calls generated on the Numbers ORB Telemedia Ltd provides to the Customer

### **Obligations of ORB Telemedia Ltd**

ORB Telemedia shall forward incoming calls to geographic numbers or via IP and pay the Rates specified in the Order Confirmation. The geographic numbers or IP details will be provided by the Customer. ORB Telemedia will not charge for SIP forwarding to IP but will require pre-payment for routing to any other telephone number. ORB Telemedia also provides IVR services for customers without their own switching, any costs or caveats will be provided at the time of placing the order, and prior to confirmation of the order.

ORB Telemedia will provide statistical data about call volume and minutes, generated by ORB Telemedia's or the Carrier's systems. Statistics are information only. The Carrier's bill is the basis for the bill issued by ORB Telemedia Ltd.

### **Obligations of the Customer**

The Customer must provide required personal details, ensuring that they are complete, current and accurate. The Customer shall provide services to the callers using the Numbers allocated in the order confirmation(s). The Customer will pay ORB Telemedia's bills within agreed payment terms.

The Customer shall be responsible for the quality and delivery of the content of the services and that these services comply with the National Telecommunications Legislation, a Code of Conduct (where applicable) and this Agreement. The Customer shall obtain all necessary approvals, permissions or authorisations for use of the Numbers

The Customer shall not acquire any right, title or interest in the Numbers. The Customer shall inform ORB Telemedia about the services rendered. The Customer shall ensure that the services neither infringe any intellectual property right nor are defamatory. The Customer agrees to:  
not engage in Fraudulent Activity; and use the website's and services of ORB Telemedia Ltd for lawful purposes only.

If ORB Telemedia discovers you are engaging in Fraudulent Activity in relation to its services, ORB Telemedia may immediately take any or all of the following actions:

- (a) withhold payment due to you;
- (b) suspend your account;
- (c) cancel your account;
- (d) discontinue providing services to you; and/or
- (e) if required by law, refer the matter to relevant law enforcement agencies

The Customer shall indemnify and hold harmless ORB Telemedia Ltd for and against any and all losses, demands, claims, damages, costs, expenses and liabilities (including any fine imposed by Phonepayplus, OFCOM or any other regulatory body) incurred by ORB Telemedia Ltd and arising out of services provided by the Customer including the quality or content of the services or of marketing or promotional material or from any fraudulent or alleged fraudulent use (including Artificial Inflation of Traffic) of telephone Numbers

### **Rates and Payments**

ORB Telemedia Ltd shall pay the Customer in respect of calls to allocated Numbers according to the Rates defined in the Order Confirmation(s). Payment will be made at the date set forth in the Order Confirmation(s). All Rates mentioned are exclusive of value added tax ("VAT"), with the exception of the information about caller Rates, which normally are inclusive VAT.

In the case of premium rate Numbers being ordered, ORB Telemedia Ltd will pay out the rate agreed upon at the time it is released from carrier and in accordance with the schedule agreed in the order confirmation(s).

Setup costs, monthly fees, routing costs, charge-backs and other costs (if applicable) will be requested in advance or (subject to agreement), deducted from the monthly payment. If the payout is lower than the costs billed the Customer agrees to pay the difference within 10 days of the issue of the invoice.

ORB Telemedia Ltd reserves the right to cut or delay the payout if there are charge-backs pending or foreseeable and to change the pricing and Rates mentioned in this document or in annexes or confirmations thirty (30) days after written notice is provided to the Customer. If retrospective price changes are implemented by the network provider that result in ORB Telemedia Ltd having effectively overpaid the Customer, then ORB Telemedia Ltd reserves the right to deduct amounts from subsequent payouts to address the balance of payments overpaid during the period affected by the retrospective changes

ORB Telemedia Ltd will not pay the Customer for Traffic which is not paid by the Carrier for any reason. For instances where this applies, appropriate written documents must be produced by ORB Telemedia Ltd to prove this.

### **Term & Termination**

This agreement shall commence from the date hereof and shall remain in force until either party submits a written notice of termination of at least ninety (90) days in advance. Either party may terminate or suspend this agreement at any time by giving written notice to the other where either party has committed a breach of this agreement and fails to remedy such breach within 30 days of receipt of notice requiring to do so.

ORB Telemedia Ltd may immediately terminate this agreement if there is adverse publicity against ORB Telemedia Ltd in connection with the Customer's services or the Customer engages in Fraudulent Activity

Termination, suspension, or expiry of this Agreement for any reason shall be without prejudice to any of each party's respective rights and obligations accruing up to and including the date of such termination, suspension or expiry.

### **Force Majeure**

Neither Party shall be responsible nor liable for any obligations (except for the obligation

to make payment when due) arising out of, in connection with or relating to any matter occasioned by or due to fire, flood, water, the elements, acts of God, war and threat of imminent war, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond such Party's reasonable control.

### **Limitation of Liability**

In no event shall ORB Telemedia be liable for any indirect, incidental, consequential, exemplary, punitive, reliance or special damages, or for any loss of revenue, profits, use, data, goodwill or business opportunities of any kind or nature whatsoever, arising in any manner from the Services. ORB Telemedia shall not be liable for any damages, whether direct or indirect, caused by services or equipment that is not furnished or managed solely by ORB Telemedia. The Parties acknowledge that the limitations on liability set out in this clause have been negotiated between the Parties and are regarded by the Parties as being reasonable in all circumstances.

### **No Warranty**

Except as specifically set forth herein, ORB Telemedia makes no warranty to Customer or any other person or entity, whether express or implied or statutory, as to the description, quality, merchantability, non-infringement, completeness or fitness for a particular use of any of the Services, all such warranties hereby being expressly excluded and disclaimed.

### **Indemnity**

Customer shall indemnify and hold harmless ORB Telemedia and all of its officers, agents, directors, shareholders, subcontractors, subsidiaries, employees and affiliates from and against any claim, cost, damage, demand, liability, loss, penalty, proceeding and reasonable attorney's fees imposed upon ORB Telemedia by reason of any claims or damages arising out of or related to: (i) Customer's own customers, end users or subscribers use of the Services; (ii) any fraudulent use of the Services, including but not limited to Fraudulent Calls and Artificially Inflated Traffic; (iii) any other act or omission by the Customer, including without limitation breach of any material obligation herein; and (iv) Customer's or any of its affiliates violation of the Anti-Bribery clause below. Customer will not settle any claims, demands, suits, proceedings or actions without ORB Telemedia's prior written consent, which consent shall not be unreasonably withheld or delayed.

### **Anti-Bribery**

Customer hereby represents, warrants and covenants that it will not, under any

circumstances, and at all relevant times, make, or cause or authorize any third party acting on its behalf to make, directly or indirectly, any prohibited bribes, offers, promises or payments of money, or anything of value, to any foreign official (including but not limited to government officials, government employees, any political party or political party official, any candidate for political office, or any person otherwise acting in an official capacity) pursuant to all applicable laws (including but not limited to any local anti-bribery laws), or any other third party, for the purpose of influencing such party's acts or decisions or in order to obtain or retain business or secure an unfair business advantage for Customer in performing its duties and obligations hereunder. Customer expressly agrees that its use of the Services is the result of arms-length negotiations, and that it has not entered into these terms of use with a corrupt motive to obtain or retain business or to secure an unfair business advantage. Customer warrants and undertakes that it shall, at all times, keep and maintain accurate and up to date accounting records to ensure that all transactions relating to the Services are sufficiently documented.

**Governing Law/Dispute Resolution**

These terms of use and the relationship between the Parties hereto will be governed by the Laws of Scotland and the Scottish Courts shall have non-exclusive jurisdiction in any disputes between you and us. However, ORB Telemedia, in its sole discretion, can take any legal action against the client in the country where he has his legal presence, under the law governing this country.

Revision 1.0

25th August 2014