

Cloud9 Telephony Ltd of Innovation Birmingham Campus, Birmingham, B7 4BB ("Cloud9") Registered in England no.08463912 agrees to provide Services and/or Products to the Customer as specified in the relevant Application Form and the Customer agrees to accept and to be bound by these Terms and Conditions, utilise the Services and/or Products and pay the applicable Charges, all as follows.

DEFINITIONS

In this Agreement references to "you" or "your" and the like are to the Customer and references to; "we", "us" or "our" are references to Cloud9. In addition:-

'**The Act**' means the Telecommunications Act 1984, the Telecommunications Act 2003 and the ICSTIS Code of Practice and amendments to any of the same that may be made from time to time.

'**Agreement**' means the agreement between Cloud9 and the Customer for the supply of the Products and or Service(s), into which these Terms and Conditions are incorporated.

'**Application Form**' means the form prescribed from time to time by Cloud9 in which the Customer applies to Cloud9 to be supplied with the Products and or Service(s) specified in such application form.

'**Carrier Pre-Selection Service**' means automatic routing of calls to a specific telecommunications carrier.

'**Charges**' means the fees and prices payable by the Customer to Cloud9 for Cloud9's Products and/or Services.

'**Cloud9**' means Cloud9 Telephony Limited company number 8463912.

'**Confirmation form**' means a copy of the completed Application Form completed by or on behalf of the Customer and countersigned on behalf of Cloud9 confirming and accepting the Customer's order for the Services and/or Product set out in the Application Form.

'**Contract Term**' means the minimum duration in time for which the Customer is contracted to Cloud9 under the Agreement.

'**Credit Limit**' the credit limit allowed to the Customer by Cloud9 as stated in the Confirmation Form or as otherwise notified to the Customer in writing (including by email) from time to time, in each case as amended in writing (including by email) to the Customer from time to time by Cloud9 in its sole discretion.

'**Customer**' means the customer identified under "Company Installation Details" on the Application Form.

'**Due Date**' means within 14 days of the date of an invoice from Cloud9 to the Customer or any other date specified by Cloud9 for payment of any other sum due under the Agreement to Cloud9 from time to time.

'**Extension Period**' means an extension of the Agreement for a period of 24 consecutive months unless some other period is stated in the Application Form.

'**Fair Use Policy**' means the standard/s of conduct and the usage guideline/s

'**Least Cost Routing Services**' means automatic routing of calls to a specific telecommunications carrier at a reduced rate.

'**Minimum Term**' means unless otherwise stated as the Specified Contract Term detailed in the Application Form, a period of 24 consecutive months from the Start Date.

'**Network**' means the telecommunications network operated by Cloud9 its suppliers and their associated respective companies.

'**Product**' means an article or substance that is manufactured or refined for sale.

'**Services**' means any of the voice service, the data service, the mobile service the maintenance service and/or any other service(s) or any combination of the same that Cloud9 has agreed to supply to the Customer as referred to by having been checked off on the relevant Confirmation form.

'**Service Literature**' means Cloud9's documentation relating to its Products and/or Services as published by Cloud9 from time to time.

'**Service Standards**' means Cloud9's Service Level Agreement relating to its Products and/or Services which is available upon request.

'**Specified Contract Term**' means the contract term specified (if at all) on the Application Form.

'**Start Date**' means the first day of the Products and/or Services requested by the Customer in the Application Form being operational as established by Cloud9.

'**Warranty**' means the warranty on the part of Cloud9 set out in Condition 6.1.

1. REGULATORY ASSOCIATIONS

Cloud9 is authorised under and in accordance with the Act to operate telecommunications systems in the UK. Cloud9 is registered with both Ofcom and independent Ombudsman Services. For more information, visit; www.ombudsman-services.org.

If you are dissatisfied with the service given to you by Cloud9 please let us know straight away so that your concern can be addressed.

2. DURATION OF AGREEMENT

2.1 The Agreement shall come into effect on the Start Date and if not otherwise detailed in the Specified Contract Term the Agreement duration is fixed for the Minimum Term subject always to the remainder of this Condition 2 and Conditions 4.11 and 9.

2.2 Either party may terminate the Agreement by giving to the other party not less than 30 days written notice to terminate which shall expire at the end of the Specified Contract Term or the Minimum Term (as the case may be). For the avoidance of doubt, if the Agreement is terminated early by the Customer all Charges specified

in Condition 9.3 are payable in full.

2.3 If written notice to terminate is not given by either party to the other party in accordance with Condition 2.2 the Agreement shall continue at the end of the Specified Contract Term or Minimum Term (as applicable in the Agreement) for the Extension Period until terminated by either party giving to the other party not less than 30 days prior written notice which should expire on the anniversary of the Extension Period. This Condition 2.3 shall not apply where the Customer has specified on the Application Form that it has 10 or fewer employees and in any such case the Agreement will expire at the end of the Specified Contract Term or Minimum Term as applicable subject always to early termination as provided for in these Terms and Conditions.

3. PAYMENT AND CHARGES

3.1 All Charges shall be calculated by reference to the Cloud9's data and usage records relating to the Customer.

3.2 The Customer will pay to Cloud9, all Charges by the Due Date. Time shall be of the essence for payment of all and any sums due to Cloud9 by the Customer under the Agreement and/or any invoice. Disputes to invoices must be raised by the Customer in writing to Cloud9 within 5 days of issue of such invoice otherwise such invoice is deemed to have been accepted.

3.3 If payment in full is not received by Cloud9 of any amount by the Due Date, then without prejudice to any other right or remedy of Cloud9 interest shall be payable by the Customer to Cloud9 and shall accrue on a daily basis from the Due Date until the date of actual payment in full at the rate permitted from time to time by the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2013 and shall accrue at such a rate after as well as before any judgment. In addition Cloud9 shall be entitled to compensation as allowed by such act. The Customer shall pay the interest and compensation along with the overdue amount.

3.4 All prices quoted by Cloud9 to the Customer are exclusive of Value Added Tax chargeable from time to time. Where any taxable supply for VAT purposes is made under the Agreement by Cloud9 to the Customer, the Customer shall, on receipt of a valid VAT invoice from Cloud9, pay to Cloud9 such additional amounts in respect of VAT as are chargeable on at the same time as payment is due for the supply of the Services and/or Products.

3.5 All sums due to Cloud9 under the Agreement shall be paid by the Customer to Cloud9 in full without any set-off, counterclaim, deduction or withholding except as required by law. Cloud9 may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Cloud9 to the Customer.

3.6 Should the Customer fail to pay any amount due to Cloud9 under the Agreement by the Due Date Cloud9 reserves the right to (without limiting its other rights or remedies) temporarily suspend the Services and/or Products without prior warning or notice to the Customer. Subject to its other rights under the Agreement Cloud9 will restore full Services and/or Products to the Customer when all Charges including any interest and compensation payable in accordance with 3.5 have been paid in full in cleared funds to Cloud9.

3.7 Without limiting its other rights or remedies, Cloud9 may terminate the Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Agreement on the Due Date.

3.8 Cloud9 reserves the right to increase the price of the Services and/or Products by giving no less than 30 days written notice to the Customer to reflect any increase in the cost to Cloud9 of providing the Services and/or the Products.

4. CONNECTION AND SUPPLY OF SERVICES AND/OR PRODUCTS

4.1 The Services and/or Products supplied to the Customer under the Agreement are available only for business use and the Customer warrants to Cloud9, and acknowledges that Cloud9 is relying on such warranty, that it does not enter into the Agreement as a consumer but solely for the purposes of its business.

4.2 The Customer hereby agrees that any proposed start date shall be only a provisional date for commencement of the Services and/or Products.

4.3 Time for connection to the Services and/or Products shall not be of the essence of this Agreement. The Customer hereby accepts that Cloud9 shall not be liable to the Customer for any costs or losses sustained or incurred by the Customer arising directly or indirectly from any failure or delay by Cloud9 to provide Services and/or Products by any proposed or requested start date.

4.4 In order that Cloud9 can provide the Services and/or Products, the Customer shall at its sole cost:

4.4.1 co-operate with Cloud9 in all matters relating to the Services and/or Products;

4.4.2 prepare the Customer's premises for the installation and supply of the Services and/or Products;

4.4.3 provide Cloud9 with such information and materials as Cloud9 may reasonably require in order to install and/or supply the Services and/or Products, and ensure that such information is accurate in all material respects;

4.4.4 provide Cloud9 with a mains electricity supply, and

4.4.5 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services and/or Products are proposed to start or be installed (as applicable).

4.5 The Customer hereby accepts that Cloud9's ability to provide the Customer with the Services and/or Products will be dependent upon the Customer's

compliance with Condition 4.4.

4.6 Cloud9 shall without limiting its other rights or remedies have the right to suspend performance of the Services and/or the Products until the Customer has within the reasonable opinion of Cloud9 complied with its obligations under Condition 4.4. Cloud9 shall further have the right to rely on the Customer's non-compliance with Condition 4.4 to relieve it from the performance of any of its obligations under the Agreement to the extent the Customer non-compliance prevents or delays the performance of any obligations of Cloud9 under the Agreement.

4.7 If in the view of Cloud9 any additional documentation is required for the supply or installation of the Services and/or the Products or the Start Date such as site specific; Access Permits, Risk Assessments, Method Statements, any and all charges or costs associated with the production or supply of the same whether incurred directly by Cloud9 or charged by its suppliers or providers or other third parties and/or their respective sub contractor/s will be payable promptly by the Customer either to Cloud9 or at the direction of Cloud9 on a full indemnity basis to the party concerned. Cloud9 is entitled without thereby incurring any liability to the Customer to suspend, or not to commence, the Services or any of them until such payment in full has been made.

4.8 Cloud9 shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's failure or delay to perform any of its obligations in accordance with Condition 4.4.

4.9 Where Cloud9 or its suppliers or providers are unable to gain access to any Customer premises at times pre agreed with the Customer all expenses, costs and charges incurred by Cloud9 as a direct or indirect result will be the liability of the Customer which will repay the same to Cloud9 on a full indemnity basis forthwith on demand.

4.10 If Cloud9 has to alter the Services and/or Products as a result of any applicable regulatory or technical changes, the Customer will be responsible for the cost of all such alterations and where necessary changes needed to any equipment of the Customer.

4.11 Where Cloud9 has reason to believe that any of the information the Customer has provided to Cloud9 is inaccurate or misleading, Cloud9 may refuse to provide its Services and/or Products to the Customer and by notice in writing to the Customer terminate the Agreement.

5. USE OF THE CLOUD9 SERVICES AND/OR PRODUCTS

The Customer undertakes to use the Services and/or Products in accordance with such conditions as may be notified in writing to the Customer by Cloud9 from time to time but in any event:-

5.1 The Customer must utilize the Services and the Products in accordance with any applicable law, code of practice or regulation, including but not limited to those issued by Ofcom. The Customer must not, either directly or indirectly, use any of the Services and/or Products for:

5.1.1 any fraudulent, illegal or unlawful purpose, including but not limited to fraudulent airtime usage; and/or

5.1.2 any communications which are immoral, indecent, offensive, obscene, defamatory menacing or for any malicious purpose.

5.2 The Customer shall indemnify and keep indemnified Cloud9 against all costs (including the costs of enforcement) expenses, liabilities (including any tax liability), injuries, losses, damages (including damage to or loss or theft of equipment) claims, demands or legal costs (on a full indemnity basis) and judgments which Cloud9 suffers or incurs arising out of, or in any way connected with, any direct or indirect misuse of the Services and/or Products or direct or indirect fraudulent illegal or unlawful activities by the Customer in connection with the Services and/or Products.

5.3 The Customer hereby acknowledges and accepts that Cloud9 is entitled to fully co-operate with any governmental or regulatory authority and with any court of competent jurisdiction in connection with any misuse or suspected misuse of the Services and/or Products. The Customer hereby authorises Cloud9 to disclose any information of the Customer (whether confidential or otherwise) in relation to or connected with the Customer as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

5.4 The provisions of this Condition 5 shall survive the termination of the Agreement.

6. AVAILABILITY MAINTENANCE AND/OR REPAIRS

6.1 Cloud9 will use its reasonable endeavours to ensure that the Services and/or Products are available for the use by the Customer in accordance with the Service Standards for the time being set out in Cloud9's Service Literature.

6.2 Cloud9 reserves the right to temporarily suspend all, or part of the Services and/or Products for operational reasons in the event of an emergency, security issue and/or repairs to and/or maintenance to the telecommunications network(s). In such circumstances, Cloud9 will if reasonably practicable issue the Customer with a notice of suspension giving the Customer at least 5 days' notice of such work. For the avoidance of doubt, in the case of an emergency, Cloud9 shall be under no obligation to give any notice of suspension to the Customer.

6.3 The Customer shall notify Cloud9 in writing of any fault with the Services and/or Products within 5 days of becoming aware of such a fault. Subject to Condition 6.4 and 6.5, Cloud9 may at its sole discretion arrange an appointment with the Customer to conduct any maintenance and/or repair work which is reasonably required.

6.4 The Customer shall indemnify and keep indemnified Cloud9 for any costs, losses and/or expenses which it incurs in conducting any maintenance and/or repair work reported by the Customer to the Services and/or the Products in the Agreement where no fault is found by Cloud9. The provisions of this Condition 6.4 shall survive the termination of the Agreement.

6.5 The Customer shall indemnify and keep indemnified Cloud9 for any costs, losses and expenses which it incurs as a result of any failed or missed appointments arranged in accordance with Condition 6.3. The provisions of this Condition 6.5 shall survive the termination of the Agreement.

7. LIABILITY

7.1 Nothing in this Agreement shall exclude or restrict Cloud9's liability:

7.1.1 for death or personal injury resulting from the negligence of Cloud9 or its employees, agents, subcontractors or suppliers acting in the course of their employment or engagement with Cloud9;

7.1.2 for fraud or fraudulent misrepresentation;

7.1.3 to the extent that such liability may not be excluded or restricted under the applicable law.

7.2 Any liability of Cloud9 whether in contract, tort or otherwise, including any liability for negligence, howsoever arising out of or in connection with the performance or non performance of Cloud9's obligations under this Agreement shall be limited to the average monthly Charges payable under the Agreement (net of VAT) in any 12 month period following the Start Date (or such shorter period as there may have been since the Start Date).

7.3 Cloud9 shall not be liable to the Customer for any of the following whether for breach of statutory duty, in contract, tort including negligence, negligent misrepresentation and misstatement or otherwise under or in connection with the Agreement and any other agreement relating to the Products or Services or any part or based on any claim for indemnity or contribution or otherwise:-

7.3.1 loss of turnover

7.3.2 loss of contracts

7.3.3 loss of revenue

7.3.4 loss of or damage to reputation

7.3.5 loss of anticipated savings or profits

7.3.6 any indirect or consequential loss or damage whatsoever

7.4 Cloud9 shall not be liable to the Customer for any loss damage or delay which may be suffered by the Customer, including any cost incurred by the Customer to divert its traffic to another provider, for any failure in the Services and/or Products due to any cause beyond Cloud9's reasonable control including without limitation any act of God, inclement weather, failure or dispute or labour disturbance, any act or omission of Government, highways authorities, other public telecommunications operators or other competent authority, production or supply of services by third parties.

7.5 The provisions of this Condition 7 shall survive termination of this Agreement.

8. SUSPENSION OF SERVICE

8.1 Without prejudice to its other rights Cloud9 reserves the right to elect to suspend the provision of the Services and/or Products at its sole discretion, and charge £150.00 (plus VAT) for subsequent re-connection, until further notice without any liability to the Customer on notifying the Customer in writing in the event that:

8.1.1 The Customer is in breach of any term of this Agreement, including but not limited to the payment requirements under Condition 3; and/or

8.1.2 The Customer prevents or delays prearranged maintenance from being carried out to the Services and/or the Products; and/or

8.1.3 The Customer is suspected in Cloud9's reasonable opinion, of involvement with fraud or attempted fraud in connection with the use of the Services Products under Conditions 5.1.1 and 5.1.2

8.1.4 Cloud9 has reason to suspect that the Customer's account has been hacked or has been the subject of fraud.

8.1.5 The Charges accrued to the Customer's account at any time exceed the Customer's then current Credit Limit.

8.1.6 The Customer is in breach of Condition 16.4

9. TERMINATION

9.1 Without limiting its other rights or remedies, each party may terminate the Agreement with immediate effect by giving written notice to the other party if:

9.1.1 The other party is in material breach of any of its obligations under the Agreement, and, in the case of a remediable breach, fails to remedy the breach within the time period specified by the non-defaulting party after receipt of a notice in writing to do so; or

9.1.2 An interim order is applied for or made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party, or if a receiver or trustee in bankruptcy is appointed of the other party's estate or a voluntary arrangement is proposed or approved or an administration order is made, or a receiver or administrative receiver is appointed or any of the party's assets or undertaking or a winding-up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation) or if any circumstances arise which entitle the court or creditor to appoint a receiver, administrative receiver or administrator to present a winding-up petition or make up a winding up order.

9.2 Without limiting its other rights or remedies and without thereby incurring any liability Cloud9 shall have the right to terminate this Agreement with immediate effect by notice in writing to the Customer in the event that;

9.2.1 the Customer fails to make any payment due under the Agreement to Cloud9 by the Due Date ; or

9.2.2 Cloud9's licence to supply any relevant Products or Services expires or is

revoked; or

9.2.3 a licence under which the Customer has the right to run its telecommunications system and connect it to the Cloud9 system is revoked, amended or otherwise ceases to be valid and is not immediately replaced by another valid licence.

9.2.4 The Customer is in breach of Condition 16.4

9.3 In the event of termination of the Agreement by Cloud9, Cloud9 shall be entitled to recover from the Customer all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Cloud9 including but not limited to the cost of disconnecting of the Services and/or Products and the removal of any equipment belonging to Cloud9 or its suppliers located at any premises of the Customer.

9.4 It shall be the sole responsibility of the Customer and/or its new provider to de-programme and/or remove any Least Cost Routing Services (or similar services). Cloud9 shall not be responsible for, or liable for any cost connected or associated with, de-programming and/or removing Least Cost Routing Services or similar services (other than Carrier Pre-selection Service).

9.5 Where there is a termination of the Agreement by Cloud9 under this Condition 9 any termination charges that are levied upon Cloud9 by any carrier or other supplier for the respective Products and/or Services supplied by Cloud9 to the Customer are payable in full by the Customer to Cloud9 upon demand at any time provided that the demand is made by Cloud9 within a period of six months following the termination date.

9.6 The Customer has no right to terminate the Agreement early except under this Condition 9. Where nevertheless Cloud9 agrees the Customer may terminate early the Customer agrees to pay Cloud9 on demand an early termination charge being a sum equal to the aggregate of: (a) 100% of the monthly line rental element of the Charges from the requested date of termination until the earliest date upon which the Customer would otherwise have been entitled to terminate the Agreement under Condition 2, and (b) 50% of the average monthly usage element of the Charges over the previous six months (or such shorter period as there may have been since the Start Date) multiplied by the number of remaining months (or pro rata part), between the requested early termination date and earliest date upon which the Customer would otherwise have been entitled to terminate the Agreement under Condition 2 together with VAT on such amount(s).

9.7 The provisions of Conditions 3, 4.7, 4.8 4.9, 4.10, 5.2, 5.3, 6.4, 6.5, 7, 9.3, 9.5, 9.4, 9.6, 10.2, 14 and 17 shall survive the termination of the Agreement.

10. FRAUD

10.1 Cloud9 is registered to receive known fraudulent black list/s through its billing provider. In turn, this information is used to flag any fraudulent activities in form of a notification email to Cloud9 administration. Cloud9 will use reasonable endeavours to generate appropriate documentation and raise the Customer's awareness with pre-set thresholds.

10.2 The Customer understands and accepts that no Services and/or Products can be free of fraud, and that Cloud9 will use reasonable endeavours to ensure that Services and/or Products procured through Cloud9 are protected in accordance with good practice in the telephony industry. Cloud9 take no responsibility for any acts of fraud (other than by its own employees, servants or agents) either directly or in-directly. For more information, visit: www.tuff.co.uk

11. ASSIGNMENT

11.1 The Customer may not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Agreement to any other party without the prior written consent and agreement of Cloud9, such consent not to be unreasonably withheld or delayed.

11.2 Cloud9 may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party.

12. WAIVER

12.1 A waiver of any right under the Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by Cloud9 in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13. ENFORCEABILITY

13.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition 13 shall not affect the validity and enforceability of the rest of the Agreement.

13.2 If any provision of this Agreement is believed by Cloud9 to be contrary to the Ofcom General Conditions of Entitlement (the General Conditions) then Cloud9 shall be entitled by notice in writing to the Customer to amend such provision so that the provision as amended is in accordance with the General Conditions.

14. NOTICES

14.1 Any notices which may be given by either the Customer or Cloud9 under the Agreement must be given in writing and shall be deemed to have been duly given if addressed to the party to which it is to be given and if left at or delivered by pre-paid mail in the case of Cloud9 to its address set out above and in the case of the Customer to its address set out in the Application Form.

15. FORCE MAJEURE

15.1 Cloud9 will not be liable to the Customer for any non-performance of any of its obligations under the Agreement due to acts of God, war or national emergency riots, civil commotion, fire, explosion, flood, epidemic, strikes, lock-outs (whether including our workforce or the workforce of any other party) and other industrial disputes, fraudulent activities (other than by its own employees, servants or agents) directly or in-directly, acts of government, highway authorities, telecommunications operators or other competent authorities or inability in obtaining supplies or services from third parties or without limitation due to any other cause whatsoever beyond our reasonable control.

16. GENERAL

16.1 The Agreement represents the entire Agreement and understanding of the parties with respect to the subject matter here of and supersedes all prior undertakings and representations, whether written or oral and the Agreement may only be modified if such modification is in writing and signed by Cloud9 and the Customer.

16.2 A person who is not a party to this Agreement shall have no rights to enforce its term.

16.3 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.4 'VoIP Inclusive Licenses' are subject to a Fair Use Policy, this is detailed as: 3000 minutes to UK local and national geographic numbers (unless otherwise stated) 2000 minutes to UK 'major network' mobiles (unless otherwise stated). Local and national geographic numbers are numbers beginning 01 and 02 and 03 only, and do not include; non-geographic numbers (08xx including; 0845 and 0870 etc) premium rate numbers (09xx etc), internet access numbers, personal numbers, international / over seas locations. Inclusive calls are limited to 60 minutes per call. Where a call exceeds 60 minutes, the excess call time over the allotted 60 minutes will be charged at a standard tariff rate of 10 pence per minute (net of VAT).

16.4.1 If during any monthly billing cycle the Customer exceed the limits stated in Cloud9's Fair Use Policy 16.4, the following applies; All UK local and national geographic numbers together with UK 'major network' mobile calls will be charged at a standard tariff rate; 10p per minute (net of VAT). Cloud9 also reserve the right to switch the Customer to a more appropriate tariff at any time, suspend outbound call services 8.1.6, or to terminate the agreement altogether with immediate effect 9.2.4.

16.4.2 Cloud9 in its sole discretion may revise its Fair Use Policy 16.4 at any time in writing (including by email) to the Customer.

17. JURISDICTION

17.1 The Agreement shall be governed by and construed and interpreted in accordance with English law and subject as may otherwise be provided for under these Terms and Conditions the parties hereby submit to the exclusive jurisdiction of the English Courts.

17.2 Cloud9 Telephony Ltd - OfCom Reseller Identification Code = GCD

18. HOW TO CONTACT US

If you have an enquiry about this invoice, or about any aspect of your account, please call the Cloud9 administration Team on 0121 546 0405 - Correspondence can also be sent via email at; admin@cloud9.uk.com

Cloud9
Innovation Birmingham Campus
Birmingham
B7 4BB

19. OUR OFFICE OPENING HOURS

We are open from 9.00am until 5.00pm, Monday to Friday.

We are committed
to customer service
so you joined
Ombudsman
Services

A helping hand
if things go wrong

