

Product Schedule: Inbound Number Services – Terms and Conditions

1. **Purpose:** This Product Schedule forms part of the Product Agreement between Arrow and the Customer in relation to Inbound Number Services and sets out terms and conditions which are specific to the provision of such service. It is in addition to and subject to Arrow's standard Terms and Conditions, and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in the Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Terms and Conditions, the terms of this Product Schedule shall apply.
 - 1.1. **Inbound Number Services:** The term Inbound Number Services means the provision of Inbound Numbers by Arrow to the Customer. An Inbound Number is a telephone number on which the Customer can receive inbound calls. Where the Customer has contracted for Inbound Number Services, the following provisions shall apply:
 - 1.2. **Number Reservation:** Arrow may reserve a number, or group of numbers on behalf of the Customer. Should these numbers, or an individual number within a number range remain unconnected for a period of one month s Arrow reserves the right to re-allocate these numbers in favour of another customer.
 - 1.3. **Destination Number:** All Inbound Numbers can only be configured as standard to redirect to UK national geographic and UK mobile numbers. International destinations may be available on written request and subject to credit clearance and/or deposit.
 - 1.4. **Rebates:** In the event of a rebate to the Customer being applicable on a given Inbound Number range (as listed in the Product Agreement), then Arrow will calculate the rebate due at the beginning of each calendar month, based on the preceding month's call data. Arrow will pay the rebates at the end of the month after the month in which the call was made. Arrow may offset any rebates due against any monthly service charges, charges for other inbound services or charges for other Services invoiced on the same account. Should the amount of rebate due be less than £50 Arrow reserves the right to roll the rebate over to a future billing period until such time as the aggregated amount due shall be greater than £50. Should any amount due to Arrow for any service provided to the Customer be unpaid for more than 60 days after its due date, Arrow reserves the right to offset the outstanding out-payment against any sums so due from the Customer.
 - 1.5. **Zero Usage:** In the event of any Inbound Number failing to receive a minimum 30 minutes of call traffic per month, then Arrow reserves the right to suspend service on this number. Should this level of traffic continue without increase for a period of three months, then Arrow reserve the right to disconnect the number upon 5 days' written notice.

Additionally, in the event of any Inbound Number failing to receive a minimum 10 minutes of call traffic per month, for a period of three months, Arrow reserves the right to disconnect the number upon 5 days' written notice to the Customer.
- 1.6. **Number Termination:** In the event of cessation of an Inbound Number service within the initial 12 months of its connection to the Network, the Customer will be liable for a termination fee of all monthly recurring charges associated with that Inbound Number up to the end of that 12-month period.
- 1.7. **Current Supplier:** On signature of the Product Agreement, Arrow will facilitate the switching of the relevant service(s) to an Arrow Network Operator. Arrow is not liable for any termination fees payable by the Customer to their current supplier, regardless of whether this is in lieu of a notice period or for any other reason.
- 1.8. **Early Termination:** If the Customer attempts to terminate this Product Agreement during the term of this Product Agreement, Arrow reserves the right to invoice the Customer for an early termination charge, made up of:

(1) line rental or service charges up to the end of the Term, or 12 months after an inbound number was initially connected to the Network (whichever is the greater);

(2) A charge equivalent to the Customer's average monthly call spend, such call spend to be calculated based on the invoices raised covering the three months prior to the month in which the 'early termination event' occurred;

If in any month during the minimum term of this Product Agreement the Customer's monthly call charges reduce by more than 75% of the previous 3 months' average monthly call charges, this shall be deemed to constitute a termination of the Product Agreement by the Customer and Arrow shall be entitled to invoice the Customer for the early termination charge accordingly.

- 1.9 **International numbers:** Where a number that originates outside the UK is dependent on the regulations surrounding the use of numbers in that specific country, Arrow may require the Customer to have a registered office address in such country, and provide the details and /or comply with other regulatory requirements. Arrow cannot be held responsible for any changes in regulations that prohibit or otherwise restrict such services.
- 1.10 **Numbers and IP Addresses:** The Customer shall not, under this Product Agreement, acquire any right, title or interest in any Numbers or IP Addresses. Arrow reserves the right to modify any telephone numbers or IP Addresses allocated or introduce additional codes if this is required for operational or technical reasons or by a Network Operator or government authority. For the purpose of this schedule, "**Numbers**" means a telephone number used for receiving the Services, whether or not allocated by Arrow.
2. **Use of Service:** The Customer is required to use the service in accordance with Arrow's Acceptable Usage Policy as amended from time to time and hereby warrants that they shall use the service in accordance with Arrow's Acceptable Usage Policy.
3. **Changes to the Agreement for Consumers:** The provisions of this paragraph 3 apply where the Customer is entering into the Product Agreement as a Consumer, this being an organisation of 10 employees or less. Where this paragraph 3 applies, the following changes shall be deemed to have been made to the standard Terms and Conditions:
- 3.1 The definitions of "Customer Group", "User" and "User Details" shall be deleted, and Clauses 2.6, 4.10 and 13.3 shall not apply. This clause will only apply where the Consumer consists of an individual entering into the Product Agreement in a personal capacity and is purchasing the Services for his or her own personal use, and in no other circumstances.
- 3.2 Clause 3.3 shall be replaced with the following:
- "3.3 Time of supply: The desired commencement date for the supply or completion of any Services or the delivery of any Equipment is the date (if any) specified in the relevant Product Agreement (or Purchase Order, as the case may be). Arrow shall use its reasonable endeavours to supply the Equipment ordered by the desired commencement date. The Customer acknowledges that the supply of Equipment is subject to availability."
- 3.3 Clause 12.1 shall be replaced with the following:
- "12.1 Data Protection: The Customer hereby consents to the use by Arrow of such personal data as the Customer provides to Arrow, for the purposes of (i) administering this Agreement (including where relevant the passing of personal data, including any relevant Number, to Arrow's subcontractors for the purposes of providing support), and (ii) sending marketing communications to the Customer in relation to new products or services that Arrow may provide in future. Arrow will use such information in accordance with its Data Protection Policy (a copy of which is available on request)."
- 3.4 Clause 14.1 shall be replaced with the following:

“14.1 Limitation of Liability: Neither party limits its Liability (i) for death or personal injury caused by its negligence, (ii) for fraud, or (iii) to the extent that such Liability cannot be excluded or limited by applicable law, including any statutory rights that the Customer may have as a consumer.”

3.5 The following sentence shall be added to the end of Clause 13.2:

“Save as set out above, Arrow shall use its reasonable endeavours to provide the Services with reasonable skill and care and in accordance with terms of the relevant Product Agreement.”

3.6 Clauses 14.3 and 14.4 shall be replaced with the following:

“14.3 Other liability: Subject to Clauses 14.1, 14.2 and 14.4, Arrow’s aggregate Liability under or in connection with any Product Agreement in any Year shall not exceed the Charges paid or payable under such Product Agreement in such Year.

14.4 Third parties: Subject to Clause 14.1, in no circumstance will Arrow be liable to any party other than the Customer, nor shall Arrow be liable for any Losses suffered by any third party.”

The Customer has the right to cancel a Product Agreement within 14 days of signature without giving any reason, except where the provision of the Service has been fully performed by Arrow. Additionally, the Customer has the right to cancel any item of hardware ordered through Arrow within 14 days of receipt of the item. Arrow reserves the right to recover such costs, up to the total value of the item in question that may have been incurred through the value of the goods having been diminished as a result of handling by the Customer.

3.7 Clause 4.3 shall be replaced with the following:

“4.3 Price Changes: Arrow will use its reasonable endeavours to ensure that the Charges remain competitive and reflect any increase in business volume. Arrow may change the Charges to reflect any increase in the amount it is charged by the relevant Infrastructure Provider by giving the Customer a minimum of 30 calendar day’s written notice. Where there has been an increase in the Customer’s fixed recurring charges the Customer may exit the contract without penalty. Where there has been an increase in the Call charges only the Customer may request (in respect of the Services where the increase has occurred) that the Charges for the provision of those Services are reviewed.