

VENTURE INDIRECT INTERNATIONAL ACCESS – TERMS & CONDITIONS (UK)

The Framework / Service Agreement, these Terms and Conditions and the Venture Mobile Terms & Conditions (together constitute the "Agreement") shall govern the relationship between The Subscriber and Venture with respect to the Services provided hereunder.

Definitions

"Authorized User" shall mean any Subscriber designated by The Subscriber to use the Services under The Subscriber's Framework / Service Agreement.

"The Subscriber" shall mean the person or entity identified on the Framework / Service Agreement that has agreed to become a party to the Agreement with Venture.

"Services" shall mean the telecommunications services provided by Venture as described in the Framework Agreement.

I. Sign-Up and Use of Services

1. Services Provided. Venture offers Authorized Users the ability to make international telephone calls using touch-tone telephones by dialling the access number(s) listed in the relevant Service Guide, entering a Personal Identification Number ("PIN") and dialling the called party. The charges associated with the calls would be charged to the account that The Subscriber has established with Venture. These Services do not require that Authorized Users to change their current telephone service provider(s) in order to use the Services. The Framework / Service Agreement describes the Services available to The Subscriber and its Authorized Users, the destination countries served and the applicable rates and charges. Venture may, from time to time, add or delete destination countries that can be called via the Services. Venture may also add or discontinue certain Services from time to time, subject to applicable laws and regulations. However, the Services may not be available in all locations. Venture may impose a credit limit and revise it from time to time upon notice to The Subscriber.

2. Opening an Account. In order to use the Services, The Subscriber must first establish an account with Venture by completing and signing the Framework / Service Agreement and sending it to the Venture Account Manager at the address or fax number specified on the Framework Agreement.

Once The Subscriber has been accepted as a Venture Subscriber, Venture will send an e-mail to the contact person designated by The Subscriber on the Framework Agreement that confirms The Subscriber's registration (the "Confirmation E-mail") and provides the Enterprise Contact Person with information concerning The Subscriber's Venture account (the "Account"), including but not limited to the Account number and The Subscriber's initial credit limit, if any. No Account will be established until Venture has sent, and The Subscriber has received, the Confirmation E-mail. Thereafter, Venture will not make any adjustments to the Account information unless it is provided with the Account Number and [Password] and the adjustment is requested by the Enterprise Contact Person. Venture reserves the right, in its sole and absolute discretion, to deny any order and refuse to provide the Services if The Subscriber's credit is not deemed satisfactory or for any other lawful reason. In addition, Venture may accept an order but set a credit limit, which limit may be adjusted by Venture from time to time. If The Subscriber exceeds its credit limit, Venture may restrict the access of one or more Authorized Users to the Services and also require The Subscriber to make payment towards the outstanding balance on its Account.

3. User Details. Once the Contact Person receives the Confirmation E-mail confirming that The Subscriber's Account has been established, he or she shall provide Venture with the name, contact information and phone number(s) of each Authorized User. Upon receipt of this information, Venture will issue a unique PIN for each Authorized User to the registered e-mail address of the Authorized User. Each PIN will be linked to the Account, and all charges accrued under each PIN will be billed to the Account. The Subscriber is responsible for notifying Venture when an Authorized User is no longer authorized to use the Service(s). Upon such notice, Venture will cancel the PIN and disassociate it from the Account.

4. Usernames/Passwords/Personal Identification. Numbers. Venture will also provide, simultaneously with the issuance of each PIN, information on the Services available to each Authorized User to their respective registered e-mail address. The Contact Person may modify or make changes to the Authorized User's information associated with each PIN by forwarding such changes to Venture either by regular mail, e-mail, or by calling the Venture Account Manager. Changes requested by anyone other than the Contact Person will not be accepted. The Subscriber is responsible for notifying Venture in writing when its Contact Person changes, or the contact information for the Contact Person changes, so that Venture can notify the new Contact Person of updates to the Services and provide information concerning the Account. Notwithstanding anything to the contrary contained herein, The Subscriber shall be and remain responsible for all charges accrued there under and all liabilities associated therewith.

THE SUBSCRIBER AND ITS AUTHORIZED USERS ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF THE ACCOUNT AND THE PINs PROVIDED UNDER THE ACCOUNT, AND THE SUBSCRIBER AGREES TO PAY FOR ALL SERVICES CHARGED TO THE ACCOUNT, WHETHER OR NOT THE SUBSCRIBER OR AN AUTHORIZED USER HAS AUTHORIZED SUCH USE. If The Subscriber or an Authorized User believes that any PIN provided under the Account is being used in an unauthorized manner, (i) The Subscriber must contact Venture immediately and ask Venture to deactivate the PIN and (ii) cooperate with Venture's investigation of any such unauthorized use, including but not limited to the timely provision of any documentation requested by Venture. If The Subscriber fulfils the above requirements, The Subscriber will not be liable for any unauthorized charges incurred under the compromised PIN from the time The Subscriber has notified Venture of such unauthorized use in accordance with the terms herein.

5. Access Numbers. Telephone toll charges may be associated with calls made to certain local access numbers. All charges assessed by a third party telephone service provider in connection with calls made through one of Venture's access numbers are the responsibility of The Subscriber or the Authorized User, as the case may be, and will not be reimbursed by Venture. Similarly, Venture shall not be responsible for any charges incurred by The Subscriber or an Authorized User through the use of mobile phones or pay phones to call one of its access numbers.

6. The Subscriber Service. Authorized Users with technical questions or complaints may contact Venture by e-mail at support@venturetelecom.co.uk by phone at 0870-011-5757. All other questions and concerns, including but not limited to those relating to the Account, should be routed through the Contact Person.

II. Charges and Payment

1. Rates and Charges. The calling rates are specified on the Framework / Service Agreement. In addition, The Subscriber may be assessed a monthly user fee for each Authorized User. This fee shall be charged regardless of whether the Authorized User uses the Services during the month. All rates and charges are in British Currency for calls that originate in England & Wales. All rates and charges under this Agreement are payable in British Pound Sterling.

2. Rating of Calls. The Subscriber will be charged for the Service(s) and other features on a monthly billing cycle basis. Unless otherwise specified, all calls will be billed in full minute increments from the time a call placed by an Authorized User is answered through the time the call is terminated; any fraction of a minute will be rounded up to the next whole minute (e.g., a call which lasts 1 minute, 25 seconds will be charged as a 2 minute call). Venture may change the billing period or billing increment upon at least thirty (30) days notice to The Subscriber.

3. Monthly User Fee. The Subscriber agrees to pay in full each month's charges incurred by all Authorized Users under the Account, including regular monthly user fees and Service usage charges. Usage charges may include, without limitation, charges for calls that are initiated through any PIN assigned to an Authorized User, toll charges, long distance charges, additional or differently-calculated charges assessed by another service provider for calls, any applicable landline access charges, and additional services or features used by The Subscriber or its Authorized Users. The monthly user fee for each Authorized User will be charged regardless of whether the Authorized User uses the Services in any given month.

4. Taxes and Other Charges. The Subscriber shall be responsible for all taxes (including VAT), fees and other charges levied by or remitted directly to national or local authorities, or foreign governments imposed on The Subscriber or Venture, as a result of providing the Service(s) ("Taxes and Fees"). Venture will determine, in its reasonable discretion, the Taxes and Fees The Subscriber is responsible to pay and the amount of those Taxes and Fees, which may change or increase at any time without notice, except as required by applicable law. The Subscriber must provide Venture, with a valid street address (not a post office box) so that Venture may determine the applicable Taxes and Fees.

5. Rate Changes. Venture may change the rates and charges for the Services and offer special promotions from time to time. More specifically, Venture may decrease rates or charges at any time without providing advance notice; it may increase the rates or charges by posting the new rates or charges on the Website at least ten (10) days before they become effective, provided that increases that recover Venture's costs associated with government programs (excluding taxes and other charges as provided in this Section II) shall be effective no sooner than three (3) days after such increases are posted on the Website.

6. Payment. The Subscriber will make the advance payments as set forth in the Framework / Service Agreement

III. Suspension and Cancellation of Services

1. Cancellation. The Subscriber may discontinue using the Services and request that its Account be closed at any time by sending an e-mail to the Venture Account Manager assigned to the Account by e-mail. Venture will invalidate all PINs assigned to Authorized Users under the Account and deny such Users all further access to the Services. In all cases, The Subscriber will remain responsible for payment of all fees and charges incurred through the Cut-Off Date.

2. Expiration Policy. Venture may, in its sole discretion, elect to let The Subscriber's Account and all PINs assigned there under expire after six (6) months of inactivity (measured from the date of last use or last recharge on the Account, whichever is later). If Venture makes such election, it will notify The Subscriber of the expiration date by e-mail. If The Subscriber desires to keep its Account active, the Contact Person may request an extension of the expiration period by sending an e-mail to the Venture Account Manager. Venture may, in its sole discretion, agree to extend the expiration date of The Subscriber's Account and the PINs assigned there under. All extensions will be confirmed by Venture via e-mail.

3. Fraudulent Use. Termination by Venture. The Subscriber and its Authorized Users shall use the Services in a lawful manner that is consistent with the terms and conditions of this Agreement and all applicable federal, state and local laws and/or regulations. Notwithstanding any other provision contained in this Agreement, Venture reserves the right to immediately, and without notice, terminate, or otherwise discontinue The Subscriber's Account and the PINs assigned there under in the event it determines that The Subscriber, or any Authorized User thereof, has violated any such term, condition, law and/or regulation.

In the event Venture suspends, restricts or terminates the Account, The Subscriber shall remain responsible for all charges incurred through the date that Venture fully implements such suspension, restriction or cancellation. The Subscriber must pay all outstanding charges for these Services, including payment of any invoices that remain due after the date of termination. Subject to applicable state laws, The Subscriber shall reimburse Venture for any reasonable costs incurred, including attorneys' fees, to collect charges owed by The Subscriber. If Venture may require The Subscriber to pay a service restoration fee if Venture elects to reactivate the Account and the ability of the Authorized Users to use the Services.

4. Other. Venture reserves the right to discontinue or modify certain Services from time to time, subject to applicable law and regulation.

IV. Indemnification, Limitation of Liability and Warranties

1. Indemnity. THE SUBSCRIBER AGREES THAT VENTURE WILL NOT BE RESPONSIBLE FOR ANY CLAIM BY THIRD PARTIES AGAINST EITHER PARTY TO THIS AGREEMENT ARISING FROM ANY AUTHORIZED USER'S USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM BY AN AUTHORIZED USER AGAINST VENTURE. THE SUBSCRIBER FURTHER AGREES TO INDEMNIFY VENTURE AND ITS AFFILIATES AGAINST ANY ACTUAL OR THREATENED CLAIM, SUIT OR OTHER ACTION INITIATED OR THREATENED BY AN AUTHORIZED USER AGAINST VENTURE AND/OR ITS AFFILIATES AND TO INDEMNIFY VENTURE AND ITS AFFILIATES FOR ALL COSTS AND EXPENSES, INCLUDING LAWYERS' FEES, RELATED TO THE DEFENCE OF ANY SUCH CLAIM, SUIT OR OTHER ACTION.

2. Limitation of Liability. EXCEPT FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OF VENTURE, UNDER NO CIRCUMSTANCES SHALL VENTURE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PURE ECONOMIC LOSS, LOSSES INCURRED BY A THIRD PARTY, LOSS OF PROFITS (WHETHER CATEGORISED AS DIRECT OR INDIRECT), LOSSES ARISING FROM BUSINESS INTERRUPTION (INCLUDING INCREASED COSTS OF OPERATION), LOSS OF BUSINESS REVENUE, GOODWILL, ANTICIPATED SAVINGS, LOSS OR CORRUPTION OF DATA, OR WASTED MANAGEMENT OR STAFF TIME, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR VENTURE HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO HOW THAT CLAIM IS STYLED OR ON WHAT LEGAL GROUNDS IT IS BASED (SUCH AS CONTRACT, TORT, STATUTE OR OTHERWISE). IN ADDITION, UNDER NO CIRCUMSTANCES WILL VENTURE BE LIABLE FOR DAMAGES ARISING OUT OF OR RELATED IN ANY WAY TO THE SUBSCRIBER'S OR AN AUTHORIZED USER'S INABILITY TO ACCESS THE SERVICES THROUGH TOLL OR LOCAL ACCESS NUMBERS. AS INDICATED EARLIER, VENTURE IS NOT LIABLE FOR ANY TOLL CHARGES THE SUBSCRIBER OR AN AUTHORIZED USER MAY INCUR IN USING A LOCAL ACCESS NUMBER.

THE MAXIMUM LIABILITY OF VENTURE TO THE SUBSCRIBER, AND THE EXCLUSIVE REMEDY AVAILABLE TO THE SUBSCRIBER IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL DAMAGES, INJURY, LOSSES ARISING FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION RELATED TO THE SERVICES, SHALL BE TO RECOVER THE PRORATED MONTHLY OR OTHER CHARGES ACTUALLY PAID BY THE SUBSCRIBER FOR THE SERVICES. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THE AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. THE SUBSCRIBER AGREES THAT OTHER PARTS OF THE AGREEMENT RELY UPON THE INCLUSION OF THIS PARAGRAPH.

THE LIMITATIONS SET FORTH IN THE PRECEDING TWO PARAGRAPHS ARE INDEPENDENT OF EACH OTHER AND, IN THE EVENT ANY LIMITATION OF DAMAGES OR LIMITATION OF REMEDY LISTED ABOVE IS HELD TO BE INVALID, ILLEGAL OR UNENFORCEABLE, THE REMAINING LIMITATIONS WILL CONTINUE IN FULL FORCE AND EFFECT.

3. No Warranties. THE SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. VENTURE DISCLAIMS ANY IMPLIED WARRANTY (TO THE EXTENT PERMITTED BY LAW), INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATIBILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY SERVICE, PRODUCTS OR MATERIAL PROVIDED PURSUANT TO THIS AGREEMENT. THE SUBSCRIBER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES. VENTURE ALSO MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. VENTURE DOES NOT AUTHORIZE ANYONE, INCLUDING ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND THE SUBSCRIBER SHOULD NOT RELY ON ANY SUCH STATEMENT.

V. Dispute Resolution.

1. Governing Law. The Agreement and the rights and obligations of The Subscriber and Venture hereunder shall be governed by, and construed and enforced in accordance with the law of England and Wales.

2. Complaint Resolution. Venture is committed to ensuring that every effort is made to resolve any disputes between The Subscriber and Venture. However, if after following Venture's internal complaint process The Subscriber remains dissatisfied three months after its original complaint, then The Subscriber has the option of referring its complaint to the Office of the Telecommunications Ombudsman ("Otel") at P.O. Box 730, Warrington WA4 6WU, United Kingdom (email: enquiries@otelo.org.uk; phone: 0845 050 1614; fax: 0845 050 1615).

3. Disputes. Subject to the right to refer disputes to Otel, The Subscriber and Venture submit to the exclusive jurisdiction of the courts of England and Wales for resolving any dispute under this Agreement.

VI. Miscellaneous.

1. Third Party Rights. Nothing in this Agreement shall create any rights for, or enforceable by, any third party under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

2. Agents and Ventures. No agent or Venture is permitted to sell the Services, electronically or through phone cards, unless it has been expressly authorized by Venture. If The Subscriber is contacted by an agent, The Subscriber shall contact Venture to confirm if the agent has the proper authorization. Venture cannot be held liable for any representation by a third party.

3. Acts Beyond Our Control. Except for The Subscriber's obligation to pay for the Services, neither party to this Agreement is liable to the other for any delay, failure in performance, loss or damage due to causes beyond its reasonable control, including but not limited to acts of God, fire, strikes, explosions, power failure, earthquake, flood, labour disputes, terrorism, acts or omissions of carriers or suppliers, systems failure and acts of regulatory or governmental agencies (a "Force Majeure Event"). The Subscriber shall be liable to pay until the Force Majeure Event has taken place.

4. Consent to E-Mail Communications. The Subscriber consents to the receipt of e-mails from Venture and agrees that Venture may satisfy its written notification requirements herein via e-mail. In addition to providing notifications hereunder via e-mail.

5. Amendments. Venture may amend, revise or update these Terms from time to time, all such amendments, revisions or updates shall be effective immediately upon posting on the Website

6. Trademarks. All enterprise names, service marks, logos, trade names, trademarks, websites and domain names of Venture, including but not limited to "Venture Telecom Limited", are and shall remain the exclusive property of Venture or its affiliates, and nothing in this Agreement shall grant The Subscriber a license to use such Marks without the prior written permission of Venture.

7. Assignment. Venture may assign in whole or in part its rights and duties under this Agreement to any party at any time upon prior notice to The Subscriber. Upon such assignment, Venture will have no further obligation or liability to The Subscriber under this Agreement. The Subscriber may assign the Agreement only with Venture's prior written consent, which consent may be granted or withheld in its sole discretion. Subject to this restriction, this Agreement shall inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective parties.

8. Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will continue in full force and effect, unless Venture's rights hereunder are materially impaired, in which event Venture reserves the right to terminate this Agreement.

9. Entire Agreement. This Agreement will supersede and replace all prior or contemporaneous understandings or agreements, written, electronic or oral, between The Subscriber and Venture. No written or oral statement, advertisement or service description not expressly contained in the Agreement will be allowed to contradict, explain, modify or supplement it. Any amendments to the Agreement will be notified by Venture by giving not less than 30 days notice. Failure by Venture to require strict performance by The Subscriber or any Authorized User of any of the provisions herein shall not waive or reduce Venture right to thereafter require strict compliance with any provisions of this Agreement.

10. Waiver. Either party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

11. Compliance with Laws. The Subscriber agrees to use the Services in a lawful manner that is consistent with the terms and conditions of this Agreement and all applicable laws and/or regulations. Notwithstanding any other provision contained in this Agreement, Venture reserves the right to immediately, and without notice, terminate, or otherwise discontinue, the Account and PINs assigned there under in the event Venture determines that The Subscriber or any Authorized User has violated any such term, condition, law and/or regulation.

In the event of an unavoidable conflict between the provisions of the Framework / Service Agreement, these Terms and Conditions and Venture Mobile Terms and Conditions, the following shall be the order of precedence for resolving any conflict:

- a. The Framework / Service Agreement
- b. These Terms and Conditions
- c. Venture Mobile Terms and Conditions

The parties acknowledge and represent that each has the power and authority to enter into this Agreement and that the signatories provided in the Framework / Service Agreement have the authority to bind each party to this Agreement.

Those provisions which by its inherent nature would survive the termination of this Agreement shall be deemed to survive any termination of this Agreement.