

Conditions for City Numbers Inbound Solutions

YOUR AGREEMENT WITH US (this "AGREEMENT") IS MADE UP OF THE FOLLOWING DOCUMENTS:

- (i) THESE CONDITIONS;
- (ii) THE SERVICE AGREEMENT;
- (iii) THE ORDER SCHEDULES;
- (iv) THE RELEVANT TARIFF(S) FOR THE SERVICES WE AGREE TO PROVIDE TO YOU;
- (v) THE GAMMA BUSINEDD COMMUNICATIONS CONDITIONS FOR COMMUNICATION SERVICES; AND
- (vi) ANY OTHER RELEVANT PRODUCT SPECIFIC CONDITIONS, all of which are available on www.gamma.co.uk/gbc.

1. DEFINITIONS

"We, Us, Our or Gamma" means Gamma Business Communications Limited.

"Service" means the products and services you have requested from us on our order form. "You" means the customer with whom we make this agreement (or any person that we reasonably believe is authorised to act on the customer's behalf).

"The Telecommunications Act" means the Telecommunications Act 1984.

2. START OF THIS AGREEMENT

This agreement shall take effect from the date on which the service was made available to you.

3. SERVICE

This agreement covers the provision by us of our services as indicated on the accepted order.

We will use every reasonable means to provide our services within our agreed delivery dates and also ongoing connectivity and availability to our services but will not be liable for any failure or limits in the availability of our service where these result from factors outside of our control or where our service is dependent upon third parties or other network carriers. We reserve the right to outsource all or some of our obligations under this Agreement to a third party.

4. EQUIPMENT AND SERVICE

You agree to: Use the services in accordance with the Telecommunications Act and any relevant licences; Use the service only as a means of communications for which they are provided; Ensure that your equipment conforms to the standards required under the Telecommunications Act, is in good working order, and safe to our reasonable satisfaction; Inform us of any change, or proposed change in your address, Email address, telephone or fax numbers.

You agree not to: Connect any equipment other than those approved for use with the services we have provided under the Telecommunications Act; Contravene the Telecommunications Act or any relevant licences or laws; Use the service as a means of transmitting any material that is defamatory, offensive, or of an abusive, obscene, or menacing nature; Make any transfer of the agreement or any rights under it; Move the equipment; Act in such away as to impair or jeopardise the operation of our service.

5. TERM & ENDING THIS AGREEMENT

The initial term of this agreement shall be as specified on the order form, after this period it shall continue on an annual basis unless terminated by either party giving to the other no less than 30 days prior written notice.

6. PROVISION OF SERVICES AND WARRANTIES

6.1. We cannot provide a fault free service. we give no warranty that its network or Services shall be continuous, or will be free from faults. We will, however, take steps to ensure its network and services are reasonably fault free, and that service is reasonably uninterrupted.

6.2. In addition to clause 6.1, we give no warranty or guarantee that the service is satisfactory or suitable for the Customer s purposes. All warranties relating to the service are excluded, even if implied by statute.

6.3. The parties acknowledge that no representations, warranties or statements made prior to concluding this Agreement forms any part of the contract, nor has induced either party.

6.4. The Customer acknowledges that:

6.4.1. No representation, warranty or statement other than detailed in this Agreement, forms any part of a Contract, nor has induced the Customer to use Gamma.

6.4.2. The service provided by us was not designed for the Customer s individual requirements, and it is up to the Customer to decide if the service provided by us is of satisfactory quality and fit for the purpose for which it is used.

6.4.3. We are reliant on a third party for delivery of inbound calls, and therefore we can have no liability of whatever nature for any delay in provision of the same or for concerning the use of the service by the Customer, moreover we make no warranty that its network or services shall be continuous, or will be free from faults.

7. NUMBER RESTRICTIONS

The following restrictions apply to numbers delivered locally from the below countries:-

ARGENTINA

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

No Restrictions

AUSTRALIA

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

No Restrictions

BELGIUM

Legal Restriction(s):

Local Belgian address required for geographical numbers
Geographical numbers cannot be resold by non licensed companies

Service Restriction(s):

No Restrictions

BRAZIL

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

No Restrictions

BULGARIA

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

No Restrictions

CANADA

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

No Restrictions

CHILE

Legal Restriction(s):

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Cannot be used for calling-card applications
Service Restriction(s): No Restrictions

CYPRUS

Legal Restriction(s):
 Cannot be used for calling card applications
Service Restriction(s):
 Tollfree numbers are not reachable from payphones.

CZECH REPUBLIC

Legal Restriction(s):
 Local Czech address required for geographical numbers
 Cannot be used for calling-card applications
 822 and 800 numbers can be reached by any phones except mobile
Service Restriction(s):
 No Restrictions

DENMARK

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

ESTONIA

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

FINLAND

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

FRANCE

Legal Restriction(s):
 Local address required for geographical numbers
 Geographical numbers cannot be resold by non licensed companies
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

GERMANY

Legal Restriction(s):
 Local German address (in the city ordered) required for geographical numbers
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

GUATEMALA

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 No guaranteed reachability of the local numbers from outside of Guatemala, depending on the termination carrier used for dialing the numbers.

HUNGARY

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

IRELAND

Legal Restriction(s):
 Local Irish address required for geographical numbers
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

ISRAEL

Legal Restriction(s):
 Cannot be used for calling-card applications

Service Restriction(s):
 No Restrictions

ITALY

Legal Restriction(s):
 Local address required for geographical numbers
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

JAPAN

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

LATVIA

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

LITHUANIA

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

LUXEMBOURG

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 Tollfree numbers are not reachable from payphones and mobile phones.

MEXICO

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

NETHERLANDS

Legal Restriction(s):
 Local address required for geographical numbers
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

NEW ZEALAND

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

NORWAY

Legal Restriction(s):
 Local address required for geographical numbers.
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

PAKISTAN

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 DTMF not supported
 Due to the telecommunications environment in Pakistan, no SLA will be enforced for Pakistan local numbers.

POLAND

Legal Restriction(s):
 Cannot be used for calling-card applications
Service Restriction(s):
 No Restrictions

PORTUGAL

Legal Restriction(s):
 Cannot be used for calling-card applications

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No Restrictions

ROMANIA

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

021 numbers are only reachable from the Romtelecom network right now.

031 numbers do not have this restriction

SLOVAKIA

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

Tollfree numbers are not reachable from mobile phones.

SLOVENIA

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

No Restrictions

SPAIN

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

Numbers which will be used with the Trunk Program have to be communicated to us.

SWEDEN

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

No Restrictions

SWITZERLAND

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

No Restrictions

TURKEY

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

Cannot be used with the Trunk Program.

UNITED KINGDOM

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

No Restriction

UNITED STATES

Legal Restriction(s):

Cannot be used for calling-card applications

Service Restriction(s):

No Restrictions