

Consumer Broadband Specific Terms and Conditions



Issue Date: 1st November 2022

About Us

UB, UBBand and Unbreakable BroadBand™ are trading styles and Trademarks of CommerceCall Ltd (the “Company”) a company registered in England and Wales under number 11878780 whose registered address is at 37 Malvern Road Bournemouth BH9 3AF and having VAT number: 317 9865 58, EORI GB317 9865 58000. Our Postal/Correspondence address is our registered address.

Contact CommerceCall

Please Note: All calls to and from CommerceCall may be recorded for Training and Security purposes.

Our main Switchboard Telephone Number is 01202 367292. Messages left are forwarded to us via e-mail and a member of the Team will call you back as soon as possible. If you have a fault with your Broadband Service, you can email our Support Department 24/7/365 at accounts@commercecall.co.uk and a member of the Team will respond to your ticket as soon as possible.

Our right to vary these Specific Terms and Conditions

CommerceCall may revise these Consumer Broadband Specific Terms and Conditions from time to time. An up-to-date copy of these can be found on our website <https://www.ubband.co.uk>

These Consumer Broadband Specific Terms and Conditions are in addition to our Consumer Terms and Conditions which can also be found at <https://www.ubband.co.uk>.

Definitions

UBBand, CommerceCall, We, Us –	means CommerceCall Ltd.
SoGEA–	means Single Order Generic Ethernet Access. This type of connection is a Data Only service.
FTTP –	means Fibre To The Premises. This type of connection is a Data Only service.
Openreach –	Openreach Limited maintain and operate most of the UK’s Public Copper & Fibre Optic Networks. Most communication providers are reliant on Openreach to provide their service to their end users.
VoIP Service –	means Voice Over Internet Protocol which is the Next Generation of voice communications where telephone calls are routed over your Broadband services data connection and does not require a traditional telephone line.
Minimum Cancellation Notice Period –	is 1 (one) calendar month to expire anytime on or after the Minimum Contract Period.
Minimum Contract Period –	is from the activation date to the 1 st day of the month next following the day of activation together with the following 12 (Twelve) calendar months, after which your service will be moved onto a 1 (one) calendar month rolling contract unless cancelled.



You, Your and Yourself –

refers to a customer of CommerceCall and end user of CommerceCall products and services.

Agreement –

means these Consumer Broadband Specific Terms and Conditions. By placing an order for and using this service you agree to and accept you have read and understand these Terms and Conditions in full.

The Service we provide

We will provide a Broadband Service to your premises as specified by you at the time of registration/ordering subject to availability and local factors such as capacity and area availability. To provide our Services we often utilise the services of other UK-based Internet Service Providers. When using such third-party providers these terms and conditions remain unchanged other than to allow CommerceCall to meet its obligations by the use of third party providers

Accepting Your Order

Before CommerceCall can accept your order we need to check the service is available at your premises. SoGEA Broadband Services are subject to availability on the Openreach network. FTTP services are subject to availability and is only available in certain parts of the United Kingdom where Openreach has installed new Fibre Optic Cables in your area. Additional checks may also be necessary before we accept your order.

Rejecting Your Order

Your order with CommerceCall may be rejected for one or more of the following reasons:

- the selected Broadband Service is not available in your area;
- the local area currently exceeds available capacity;
- your local street cabinet/CBT currently exceeds available capacity;
- you have failed our address verification check and/or credit checking criteria;
- we have been unable to contact you to confirm your order to carry out further identity and security checks;
- or
- other reasons associated with providing/provisioning of our Broadband Service to you.

Installation, Activation & Migration

Before CommerceCall accepts your order and provides you with an installation, activation or migration date, we may give you some advice and information. This may include informing you of any necessary remedial work that will need completing prior to the activation or installation of your new service.

On the day of activation/installation you may be contacted by a CommerceCall or Openreach engineer who will need to gain entry to your property to install your service. CommerceCall does not accept any liability for loss of income incurred as a result of cancelled appointments or for appointments that our engineers do not attend.

Please make sure someone over the age of 18 (eighteen) is present throughout the installation process on the day of installation. CommerceCall have 3 (three) time slots for installation, these are, between 8AM & 1PM, 1PM to 6PM and an ALLDAY appointment which is between 8AM-6PM. We will notify you by email which time slot has been allocated by CommerceCall or Openreach. Please note that extra charges may apply where work could not be completed.

Broadband products sold by CommerceCall are Data Only connections, no physical Telephone Line or Dial tone service is provided on any package. Customers can request, for an additional charge, to enable the VoIP (Telephone) Port on the back of the Broadband Router. A standard Analogue phone then connects into the VoIP Port which then supplies a dial tone to the telephone handset. Emergency Services access is not accessible during a power cut, please make alternative arrangements for this eventuality. The VoIP service is not compatible with any existing copper wiring in your home, it is intended to be used with standard Digital and Analogue Cordless or Corded phones, no voltage is passed by the VoIP device. Please contact us to discuss your requirements if you have any equipment you require to be connected which requires voltage checking or regulation such as lifts and burglar alarms.

Customers must make CommerceCall aware if anyone in the property is vulnerable and requires the use of our VoIP service in the event of a power cut or loss of broadband Service. Additional steps will be taken by CommerceCall to ensure continuity of service in the event of a Power Cut or Broadband Service outage.

CommerceCall has the ability to export your existing Landline Telephone Number, or a VoIP hosted Telephone Number with another provider, for a one-off charge of £20.00 (twenty pounds sterling). We call this Number Porting and is subject to the approval of your existing provider consenting to this action. Please call us to discuss your requirements.

CommerceCall cannot accept any liability for any costs, expenses, losses, damage or other liabilities (howsoever arising) which may be incurred as a result of the timing or delay in the activation/installation.

Average Broadband Download Speeds

On the 23rd May 2018, new rules enforced by the Advertising Standards Authority came into place. The rules state all UK Internet Service Providers must display their Average UK Download Speeds for each product. Average Speeds are based on the Download Speeds of at least 50% (fifty percent) of customers at peak time (8pm to 10pm) At present upload averages are excluded from the new rules and are not displayed below. The advertised Download Speeds for our Broadband Service products are as follows:

35- 40/10	Average 35Mbps –	Maximum 40Mbps
70- 80/20	Average 66Mbps –	Maximum 80Mbps
150 – 160/30	Average 145Mbps –	Maximum 160Mbps
300 – 330/50	Average 300Mbps –	Maximum 350Mbps
500 –550/75	Average 500Mbps –	Maximum 575Mbps
900 - 1000/115	Average 900Mbps –	Maximum 1Gbps

The Broadband speed for 35 and 70 is affected by factors including but not limited to: Distance from the SoGEA street cabinet, environmental factors, and quality of the copper line to your premises. 150, 300, 500 & 900 are FTTP products so are not affected by the distance from any street cabinet or the quality of copper cables so you can expect to receive the Average or Maximum speed at all times.

Loan of CommerceCall Equipment

Other than for Unbreakable BroadBand™ Routers, which are purchased by you on commencement of your service, Routers are provided as part of the activation & installation, the title of ownership of the router remains with CommerceCall. You are responsible for keeping the Loan Equipment in good condition and using it properly. You must take proper care at all times to prevent the damage, loss or theft of the equipment loaned by CommerceCall. We also recommend you insure all the equipment against theft & damage for the full replacement value. You agree not to misuse, neglect or damage any equipment loaned to you by CommerceCall. CommerceCall routers and any associated equipment, such as but not limited to Telephone Handsets and Powerline WiFi Adapters, must be returned within 14 (fourteen) days of the date of contract termination with CommerceCall. Returned equipment MUST be in a reusable & workable condition. Only minor cosmetic damage will be acceptable. All cables and power supplies must also be returned in a reusable & workable condition.

Should the router not be returned, or is damaged, has missing parts and is (or not) in a reusable condition, CommerceCall reserve the right to charge you a one-off fee of £80.00 (eighty pounds) for SoGEA Broadband routers

and £200.00 (two hundred pounds) for FTTP equipment towards the refurbishment or replacement cost of the equipment. You will also be charged for any additional equipment we have loaned to you at their full market value.

Routers, including Unbreakable BroadBand™ Routers, supplied by CommerceCall are pre-configured and you should not factory reset the unit unless told to by a member of the Team at CommerceCall. If you the customer perform a factory reset on any devices loaned to you by CommerceCall, you will be responsible for returning the router to CommerceCall at your own cost to have the configuration reapplied. Returns postage WILL NOT be refunded and a £12.00 (twelve pounds sterling) administration fee for re-programming your returned equipment will be charged to your account. Returns to addresses outside the UK will be charged at the courier's relevant cost price plus £10. Equipment will be re-configured and dispatched to customers within 48 (forty-eight) working hours of receipt however at busy times this is not always possible and is not guaranteed.

CommerceCall actively monitors all Broadband connections for faults, we call this Connection Monitoring and will often contact customers before they know they have a fault with their Broadband service. Our systems trend patterns with your Broadband Service, therefore you must keep your Broadband Router & connected upline hardware switched on and connected at all times. CommerceCall reserve the right to turn off Connection Monitoring for customer who repeatedly turn off their devices.

The World Wide Web and Content Filtering

You the customer are responsible for the use of the Internet and any web pages you visit. We offer an unrestricted Internet surfing experience of the World Wide Web and do not block any website, content or ports. You the customer are responsible for blocking any website you do not wish to visit. CommerceCall do not offer any kind of content filtering and suggest customers who wish to block content such as Adult & Gambling sites use OpenDNS Family Shield service or another DNS provider who offer such a service. CommerceCall can change the DNS server settings on your router so any connected device's DNS settings are automatically updated, or you the customer can do this on a per devices basis by changing your devices DNS servers manually.

Disputes and Complaints

CommerceCall are committed to provide you with the best possible products and services, but in the unfortunate circumstance you feel we fall short of this commitment, please get in touch with us straight away in one of the following ways:

By Phone - to our Customer Service Team on 01202 367292

By Post - write to our Customer Service Department at our registered Office

By Email – send an email to accounts@commercecall.co.uk

Our Complaints Procedure

Step 1 – In the first instance, please give our Customer Service Department a call to discuss your situation and we will always try and resolve your problem on your initial call.

Step 2 – If a member of our Customer Service Team is unable to resolve your complaint to your satisfaction, you can escalate it to a Manager.

Step 3 – if you are still unsatisfied with the resolution we offered you, you can escalate your issue to Director of CommerceCall who will fully investigate your dispute or complaint within 7 (seven) working days and provide you a written response by email or letter.

If at any time you are not satisfied with the progress of your complaint, you can ask us to agree to an early referral to our Alternative Dispute Resolution (ADR) process and we will issue you with a “deadlock” letter. This will allow you to apply to CISAS (Communications and Internet Services Adjudication Scheme), an Ofcom approved independent arbitrator that will assess your case and make a judgement so that the issue can be resolved.



Please note that we may decline to provide a “deadlock” letter if we believe that we will shortly resolve your complaint and are taking active steps to do so.

If your complaint is not settled within 8 (eight) weeks, you can take the complaint to CISAS without the need for a “deadlock” letter. You will need to contact CISAS directly as we are unable to start this process for you:

CISAS
International Dispute Resolution Centre
70 Fleet Street
London
EC4Y 1EU

Tel: 0207 536 6000

VoIP Service - Customer Responsibilities

If CommerceCall provide you with a VoIP service to use with your Broadband Service, you the Customer are contractually liable for the following charges associated with our VoIP product/s:

- all non-inclusive call charges to and from the service we provide you, even if you the contracted party did not make these calls;
- not to use your VoIP Service to make nuisance or malicious calls;
- not to use your VoIP Service to commit fraud or falsely represent yourself as someone else other than your given name on your birth certificate or marriage certificate or other official UK Government issued ID;
- not to damage maliciously any physical CommerceCall equipment or wiring which will result in a fault being generated with a service we supply; and
- you agree not to use your Consumer VoIP service for Business purposes.

Broadband Service - Customer Responsibilities

You must take all reasonable precautions to ensure that no one (including you) uses the service in the following manner:

- fraudulently or in connection with a criminal offence; to send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
- to cause annoyance, inconvenience or needless anxiety;
- to spam or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party;
- in any way which in our opinion is, or is likely to be, detrimental to the provision of the service to you or any of our customers;
- in an unlawful manner, in contravention of any legislation, laws, licence or third-party rights or in contravention of our and/or Carrier Acceptable Use Policies as may be amended from time to time; and
- in a way that does not comply with any instructions that we have given you.

Home Moves

If you move home and no longer own or occupy the property to which you received your Broadband and/or VoIP Service, you will need to terminate your contract with CommerceCall in writing or by calling our Customer Service Team. When you terminate your contract with CommerceCall you may have an Early Termination Charge and/or a Cessation Fee to pay, please see the Duration and Termination section below for further information.

At the sole discretion of CommerceCall, the Early Termination Charge and/or Cessation Fee may be waived provided that the existing contracted service is available at your new address, and you renew your contract for a further

Minimum Contract Period at your new address. Please call us on 01202 367292 for more information and advice if you are considering moving home and to see what products and services are available at your new property.

Fair Use Policy

All Broadband Packages are subject to a Fair Use Policy. All our customers expect a certain level of service at all times and as such CommerceCall do not impose speed caps during busy times. However, if you use your Broadband connection inappropriately and in doing so your actions affect the service of other customers or internet users, CommerceCall may suspend and/or terminate the offending account without notice. This is what we call our Fair Use Policy.

The CommerceCall Fair Use Policy is defined as, but not limited to, the following list of inappropriate behaviour:

- Excessive Internet Usage – You may not consistently download more than 1 (one) Terabit of data in any one calendar month. We deem this Excessive use and not appropriate for this product. If you do download this amount of data, we will contact you to suggest an alternative product.
- Copyright Infringement – All material published/downloaded & uploaded must be owned by the publisher or the appropriate releases must have been obtained prior to publishing. CommerceCall will co-operate with all agencies attempting to assert their rights in these matters.
- Disruptive Activity – Any activities, which adversely affect the ability of other people or systems to use the CommerceCall network or the Internet, are prohibited. This includes "denial of service" (DoS) attacks against a network host or individual user.
- SPAM – You may not use your Broadband Connection to send SPAM.
- Servers – Unless otherwise agreed, you may not use your Broadband Connection to host servers.

Contention Ratios

Contention ratios are where a single customer's connection speed is shared between multiple users. Although CommerceCall make every effort not to contend its customers, there may be times your connection does slow down. An example of this is when a large software update is released by Microsoft for their operating system or when a Games Console manufacturer or game provider releases a large update and lots of devices try and update their software all at the same time. Think of it like a motorway, if you are the only car on the motorway, traffic flows freely, at peak times when lots of cars are on the motorway and traffic is heavy, you are slowed down, this is the same for any Broadband Network.

Static IP Address

As standard, all our Broadband customers are allocated a Static IPv4 address & a Dynamic IPv6 IP address. An IP address is like a home address, it identifies you on the Internet. Your IP address cannot be changed at your request and will only be changed for technical reasons. Static IP addresses cannot be transferred to another Internet Provider and are the sole Property of CommerceCall.

Service Level Agreement (SLA)

Currently there is no Service Level agreement (SLA) for our Consumer Broadband services, and none are offered by CommerceCall. If you require a Service Level Agreement for your Broadband Service, please call us on 01202 367292 to discuss our product offerings in more detail.

Product Changes/Regrades

The speed of the Broadband Service you receive can be changed subject to availability at your premises. You can upgrade or regrade to the next available faster Broadband product during your Minimum Contract Term. The price of the new Broadband product will apply from the date your service is changed/regraded. A regrade charge may be payable. The cost of a regrade is £10.00 (ten pounds sterling).

Using your own router

As standard, we do not allow customers to use their own Broadband Routers & Gateway equipment on our Consumer Broadband services. We will not decline a customer's reasonable request to use their own equipment, but we must explain the consequences of this with the customer first. Should you wish to use your own equipment, please call us on 01202 367 292 to discuss your requirement BEFORE placing your order.

Technical Support

CommerceCall provides all the equipment required, which is pre-configured so that you can receive our Broadband service. All equipment supplied by CommerceCall is covered by our own in-house Technical Support which includes, but is not limited to, the Broadband Router and any associated Broadband equipment loaned to the customer in order to receive the Broadband service.

Due to the nature of WiFi technology, CommerceCall cannot guarantee a reliable WiFi signal in your home with the Broadband Router we supply. There is a large number of reasons why you may experience a slow WiFi connection or drops in your WiFi connection. These include, but is not limited to, Radio Interference, the construction of your house/walls, and/or a nearby WiFi router causing interference. For the most reliable Internet experience we always recommend that you hardwire any device you connect to your Broadband router.

If you suspect a fault with your Broadband service or you are suffering from performance issues, you can report the fault by calling our Technical Support Team on 01202 367292. Alternatively, if you still have Internet access or access by some other means such as on a Mobile device connected to a cellular network, then you can log a support ticket by email to our Support Department at accounts@commercecall.co.uk or using the contact us page on our website.

Duration and Termination

All Consumer Broadband Services have a Minimum Contract Period as defined above, which starts from the day of activation. You may end this agreement at any time before the Minimum Contract Period, but you will be required to pay an Early Termination Charge and/or Cessation Charges. Please contact us (see contact information above) to discuss your options.

As a Consumer, you may be able to cancel this agreement in accordance with the Distance Selling Regulations. This may not apply when your order requires bespoke programming or when pre-programmed equipment has been dispatched or supplied. For applicable cancellations this gives you the right to cancel this agreement in writing e.g. (a letter sent by registered post or e-mail). Requests MUST be received by us within 14 (fourteen) days of the date of your order being placed. Cancellations may also be received by calling our Customer Service Team on 01202 367292; yet cancellation requests received later the following cancellation charges shall apply:

- If you cancel your order more than 2 (two) days before your order installation/activation date, a charge of £25.00 (twenty-five pounds sterling) will be payable.
- If you cancel your order 2 (two) or fewer days before order installation/activation date, a cancellation charge of £85.00 (eighty-five pounds sterling) will be payable.
- Subject to the above, once your Broadband Service have been installed/activated and is available for you to use, the Minimum Contract Period applies.

Should you wish to change the date/time of your activation/installation, if the change of date is acceptable, CommerceCall reserve the right to charge a £25.00 (twenty-five pounds sterling) as an administration charge to cover internal costs.

If you instruct CommerceCall to cease your Broadband Service, a Cessation Fee of £40.00.00 (forty pounds sterling) will be charged to your account.

If CommerceCall at any time deem that your property is not capable of supporting our Broadband Service, we reserve the right to terminate the Broadband Service/s and/or service immediately without notice and issue a refund for any Broadband Service not provided.



CommerceCall reserves the right to move you onto a different product or wholesale provider at no additional cost to yourself, if, in our reasonable opinion, it would mean that your service would perform better and be of equivalent price to your existing product. We will contact you by email should this change result in an interruption of service.

Without limiting its other rights or remedies, each party may terminate the Contract in respect of the Services with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of that party being notified in writing of the breach;
- the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- a petition is filed, notice given, a resolution passed, or an order made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- the other party (being an individual) is the subject of a bankruptcy petition or order;
- a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 (fourteen) days;
- an application is made to the Court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given, or if an administrator is appointed, over the other party (being a company);
- a floating charge holder over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
- the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

Pricing and Charges

All prices, except where explicitly stated, are quoted inclusive of VAT at the prevailing rate at the date the charge applies. Payment for services is by monthly Direct Debit only. If you pay your bill by any other method, we reserve the right to charge a £5.00 (five pounds sterling) payment processing charge. CommerceCall reserve the right to refuse all other payment types.

Should you instigate a Direct Debit Indemnity claim via your bank or building society, a £30.00 (thirty pounds sterling) charge per returned Direct Debit will be payable in the event your claim is unjustified. We will contact you by email or Telephone to discuss the Direct Debit Indemnity further with you. If we are not able to make contact with you within 7 (seven) working days we reserve the right suspend your connection/s without further notice. Should no contact be made with you within 14 (fourteen) days our standard disconnection procedure will commence, and you will be liable for all Early Termination fees/Disconnection Fees and Cessation fees.

Should you fail to make your monthly bill payment on-time, that is on or before the due date, a Late Payment Charge of £12.00 (twelve pounds sterling) will be applied to your next monthly Invoice. We also reserve the right to charge you an Administration fee of £25.00 (twenty-five pounds sterling) per email or letter we send you chasing payment.



If your service is suspended due to non-payment, a re-activation/re-connection charge of £25.00 (twenty-five pounds sterling) will be charged per product which has been suspended. Payment MUST be made in advance by Credit/Debit card or by BACS/Faster Pay. Payment of all outstanding payments owed must be made before the re-activation of your services is processed. Suspension fees cannot be added to your next monthly bill. You will still be liable for all Service charges while your services are suspended.

CommerceCall reserves the right to apply an “Aborted Visit Charge” of £144.00 (one hundred and forty-four pounds sterling) if a CommerceCall or Openreach appointed engineer:

- is refused entry to the premises;
- is unable to obtain entry, the premises not being accessible;
- be denied entry despite you having agreed entry with us;
- be denied entry by third parties who have access to the premises; or
- is asked to leave during the installation and/or is not granted re-entry to your premises.

CommerceCall will make a “Special Fault Investigation Charge” of £210.00 (two hundred and ten pounds sterling) in the event a CommerceCall or Openreach engineer is called to repair a fault with your Broadband service if the work to repair the fault:

- includes work not covered by these terms and conditions;
- includes providing or rearranging services where standard charges do not apply or are not available;
- includes changes to internal or external cabling or equipment not associated with the fault or service;
- includes damage to external or internal cabling caused by the theft, loss or malicious damage, loss or removal of equipment, or external environmental factors such as a lightning strike, electrical surge, water ingress or physical damage; or
- is not possible where no fault is found with any Broadband service or equipment.

Security

You must not share your username or password or CommerceCall account details with anyone. Your passwords are your responsibility and must not be disclosed to any third party. This is also important for your own protection.

You, as the customer are responsible for the purchase and installation of any Anti-Virus/Firewall software on any devices you connect to your router. Customers are reminded to adopt standard security products/settings when using the Internet. CommerceCall is not liable for any loss as a consequence of, and not limited to, Fraud, Hacking or Man in the middle attack. Your WiFi Password should be treated like any other password and should not be shared with any individual which is not a member of your household.

Data Protection

In order to provide you with your Broadband and Telephone Service, we need to share your personal details with our suppliers, including but not limited to Openreach and BTWholesale.

Our suppliers may write, call or text you directly about any changes to your order fulfilment, about the repair of your Broadband service/s or to confirm the time of their engineer’s arrival for appointments.

Both we and our suppliers will comply with the Data Protection Act with regard to any data we hold about you.

Bribery Policy

CommerceCall's Directors, Officers, and Employees, directly or indirectly, WILL NOT offer, promise or pay any bribes or other improper payments for the purposes of promoting CommerceCall products and services to any individual, corporation, government official or agency, or other entity. No gift, benefit or contribution in any way related to CommerceCall or the sale of CommerceCall products and services shall be made to political or public officials or candidates for public office or to political organisations, regardless of whether such contributions are permitted by local laws.

Force Majeure

CommerceCall shall not be liable for any failure to perform due to causes beyond its control, including but not limited to fire, flood, earthquake, explosion, accident, acts of public enemy, terrorism, cable theft, world war, civil war, rebellion, insurrection, sabotage, epidemic, pandemic, quarantine, labour disputes or shortages, transportation embargoes, carrier or third-party supplier failure or delays, inability to secure raw materials or machinery, Acts of God or government and any such event of force majeure affecting CommerceCall third-party suppliers, judicial action, failure in the Public Broadband Network, a Distributed Denial of Service (DDOS) attack or catastrophic Core Network Failure.

Severability

If any provision or term of this Agreement shall be declared void, invalid, or illegal, the validity or legality of all other provisions of the Agreement shall remain unaffected.

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