

Conditions for CallGuard



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

- (i) THESE CONDITIONS FOR CALLGUARD;
- (ii) THE CONDITIONS FOR COMMUNICATION SERVICES;
- (iii) THE SERVICE AGREEMENT;
- (iv) THE RELEVANT TARIFF FOR THE SERVICES WE AGREE TO PROVIDE TO YOU; AND
- (v) ANY FURTHER CONDITIONS RELATING TO SPECIFIC SERVICES.

unusual activity is detected rather than when an actual set limit is reached.

1. Where we have advised you in writing that the CallGuard service has been activated on your account, unless we have advised you of specific lines or endpoints, all your analogue, ISDN2, ISDN30 lines, IP Direct Connect and Horizon end points are automatically covered by the CallGuard service at the agreed tariff.
2. You may opt out of the CallGuard service on any of your lines or end points at any time by informing us in writing, which we will confirm by return.
3. The CallGuard service only applies where your outbound calls are routed over the Gamma network. If calls are routed over any other network for any reason, whether with or without your or our knowledge or permission, then these calls will not be protected by the CallGuard service and you will remain liable for these calls regardless of the nature of the calls.
4. You agree, by not opting out of the CallGuard service, to us barring your line or end point should we see any unusual outbound call activity; however you accept and agree that we will not be liable for failing to bar your line or end point should our service fail to identify any unusual outbound call activity for any reason.
5. Where we bar your line or end point you will not be liable for any further outbound call charges on that line until the bar has been removed. Once the bar has been removed you will be liable for all further outbound call charges.
6. You will continue to be liable for all rental charges on any lines or end point which we may bar whether the bar is removed or not.
7. You agree that we will not be liable for any direct or indirect losses or consequences, financial or otherwise, where we bar your line as a result of you taking the CallGuard service.
8. Where a line or end point is barred as a result of the CallGuard service, we will only remove the bar on instruction from you. For the avoidance of doubt we will accept instruction to remove the bar from any employee within your company and you agree we are not liable for any direct or indirect losses, financial or otherwise, as a result of our removal of the bar.
9. If an endpoint has the CallGuard service enabled, it will be applied to all channels on the endpoint.
10. Network call diverts are excluded from the CallGuard service and do not form part of the monitored call traffic. Charges for any network call diverts and associated calls will be chargeable to you in all circumstances.
11. IPDC and Horizon CallGuard is based upon a set daily limit of outbound calls made across a particular end point. This is a guide only and the automatic bar will be applied once