

Master Agreement No.

MASTER AGREEMENT

Your Master Agreement No. will be issued by PageOne and notified to you upon receipt of a signed agreement.

This master agreement (the "Agreement") is dated		(the "Commencement Date")
between		whose registered office is at
(the "Customer"), and PageOne Communications Limited, registered number 4560277, whose registered office is at 2 Brentside Executive Centre, Great West Road, Brentford, Middlesex TW8 9DA ("PageOne").		

Customer Details

Invoice address (if different)			
Contact Name		Tel	E-mail
Contact Title		Fax	Mobile

Agreement Signatures

<i>I/We, the Customer, agree to be bound by the Terms and Conditions of this Agreement</i>			
Authorised signature(s)			
Print name		Position	
Signed for and on behalf of PageOne Communications Ltd by		Date	

Referral

Name of Nominee	
Name of Nominee's institution	

For Internal PageOne use only:	Account No:	Agent Code:	Service Start Date:
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JANETtxt Service Master Agreement - TERMS AND CONDITIONS**1. DEFINITIONS**

"Block SMS Charges"	means the charges set out in the Framework Agreement for the Block SMS Messages
"Framework Agreement"	means the SMS Framework Agreement between the JNT Association and PageOne Communications Limited
"Message"	means all message formats processed by means of the Services
"Message Data"	means data recorded by PageOne and its third-party network service providers in respect of Messages transmitted in a User Name by means of the Services
"Minimum Term"	means in respect of this Agreement a period of 36 months from the Commencement Date and in respect of Services supplied under this Agreement means a period of 18 months from the Service Start Date
"Service Charges"	means the charges for the Services and other periodic charges of whatever nature other than Block SMS Charges as set out in the Framework Agreement
"Services"	means the messaging and related services provided by PageOne to the Customer under this Agreement and defined in Schedule 2 of the Framework Agreement.
"Service Start Date"	means in respect of each User Name contracted under this Agreement the date on which the Customer is first connected to the Services
"User Name"	means the log-in(s) and related password(s) or other password(s) allocated by PageOne for exclusive use by the Customer and used to gain access to the Services under the terms of this Agreement

2. PROVISION OF SERVICES

- 2.1 PageOne agrees and undertakes that it will from the Service Start Date until termination of this Agreement provide the Services to the Customer to the standard reasonably expected of a competent telecommunications service provider and the Customer agrees to subscribe to and use the Services subject to the terms hereof.
- 2.2 While PageOne shall use its reasonable endeavours to maintain the Services, PageOne does not guarantee that the Services will be fault free or that they will be continuously available. The Customer acknowledges and agrees that:
- Message delivery may be impaired or adversely affected by physical or topographical features (including buildings, underpasses and tunnels) and by atmospheric conditions or other causes of interference, man made or natural;
 - availability of the Services, speed of transmission and Message delivery may be dependent upon third party network operators and service providers and other circumstances outside PageOne's control.
 - the transmission of large volumes of Messages may be subject to delays or restrictions in the destination networks.
- 2.3 PageOne may from time to time and without notice during any technical failure, or emergency modification or maintenance of the telecommunications systems by which the Services are provided suspend the Services without prejudice to its rights herein, provided that it shall use all reasonable endeavours to restore the Services as soon as practicable after such suspension.
- 2.4 Intellectual property rights in all software supplied by PageOne for the Customer's use in connection with the provision of the Services remain the property of PageOne or its licensors.
- 2.5 PageOne will use all reasonable endeavours to keep complete and accurate records of Message Data.
- 2.6 The Customer agrees that PageOne may search the files of a credit reference agency for credit checking and address verification purposes; the agency will keep a record of that search.

3. USE OF SERVICES

- 3.1 The Customer undertakes not to use the Services or permit any other person to use the Services for the transmission of unlawful unsolicited advertising or any material that is illegal, offensive, obscene or menacing, or that causes material detriment to PageOne's or any third party's computer or communications system or that constitutes an infringement of the rights of a third party.
- 3.2 The Customer undertakes to comply with all instructions issued by PageOne requiring changes in the Customer's use of the Services if it appears to PageOne that such use is jeopardising the efficient operation of the Services or threatens materially to increase the cost of provision thereof. PageOne may apply Message transmission restrictions from time to time without notice where reasonably necessary to ensure availability of PageOne's service to other customers.
- 3.3 The Customer undertakes to restrict the use of a single User Name to one person at a time. PageOne reserves the right to disconnect unauthorised concurrent User Name access.
- 3.4 The Customer accepts that all activities that are traceable to a User Name are deemed to have been performed by the Customer itself and are legally binding upon the Customer.
- 3.5 Without prejudice to Clause 2.6 the Customer acknowledges that PageOne may apply limits concerning the number of days that Messages are retained and that PageOne may suspend or delete User Names not used for a period of 12 months.
- 3.6 The Customer undertakes not to sell the Services without PageOne's prior written consent.

4. TERMINATION AND SUSPENSION

- 4.1 This Agreement, or Services provided to specified User Names contracted under it, may be terminated by either party giving at least three months' written notice to the other party to expire on or after the end of the Minimum Term.
- 4.2 This Agreement, or Services provided to specified User Names contracted under it, may be terminated by the Customer prior to the end of the relevant Minimum Term upon three months' written notice, in which case the Customer shall pay the applicable Service Charges for the remainder of that Minimum Term, less a percentage deduction calculated by deducting 1.25% for each unexpired complete three month period up to the end of that Minimum Term (the "Termination Charges"). The Customer acknowledges that these Termination Charges are a fair pre-estimate of PageOne's losses arising from early termination, and PageOne acknowledges that the payment by the Customer of the Termination Charges together with any outstanding amounts owed by the Customer to PageOne under this Agreement will be in full and final settlement of all claims that PageOne may have against the Customer arising out of or relating to this Agreement.

- 4.3 Termination of the Agreement shall be deemed to include termination of the Services contracted thereto at the effective date of such Agreement termination.
- 4.4 Without prejudice to its other rights, PageOne shall have the right immediately to suspend the Services and/or terminate this Agreement by notice in writing to the Customer and claim for any resulting losses or expenses:

- if the Customer fails to make any payment when it falls due or defaults in due performance or observance of any other material obligation under this Agreement and, in the case of a remediable breach, fails to remedy such breach within 21 days following receipt of written notice to do so; or
 - if the Customer becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or other circumstances arise which entitle the court or a creditor to appoint a receiver or administrator or to make a winding up order.
- The Termination Charges in Clause 4.2 shall also be payable where the Agreement is terminated pursuant to this Clause 4.4. In the event of reconnection following suspension of the Service under this Clause 4.4, the Customer shall pay a reconnection charge of £20 per User Name as the case may be.
- 4.5 Without prejudice to its other rights, the Customer shall have the right immediately to suspend the Services and/or terminate this Agreement by notice in writing to PageOne and claim for any resulting losses or expenses:
- if PageOne defaults in due performance or observance of any material obligation under this Agreement and, in the case of a remediable breach, fails to remedy such breach within 21 days following receipt of written notice to do so; or
 - if PageOne becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or other circumstances arise which entitle the court or a creditor to appoint a receiver or administrator or to make a winding up order.

- 4.6 Upon the termination of this Agreement for whatever reason PageOne will disconnect the Customer from the Services, and the Message Data previously available to the Customer may be deleted.

- 4.7 Clauses 4, 6 and 7.8 shall survive termination of this Agreement for any reason.

5. CHARGES AND PAYMENT

- 5.1 Block SMS Charges and any other charges arising under this Agreement other than Service Charges are billed as they arise and are payable within 30 days of invoice date by the Customer. Block SMS Messages purchased are valid for 12 months from order date. No refund shall be made for unused Messages.
- 5.2 Service Charges are billed quarterly in advance and are payable by the Customer within 30 days of invoice date.
- 5.3 All Service Charges, Block SMS Charges and other charges stated in this Agreement are exclusive of Value Added Tax, which shall be added, where applicable, at the current rate.
- 5.4 If the Customer fails to pay any amount payable under this Agreement PageOne may charge the Customer late payment and interest fees in accordance with the amended Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.

6. LIMITATION OF LIABILITY

- 6.1 Nothing in this Agreement shall exclude liability for fraudulent misrepresentation or for death or personal injury resulting from the negligence of either party or of either party's employees while acting in the course of their employment.
- 6.2 Subject to Clause 6.1, neither party accepts any liability in relation to this Agreement (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for loss of profits, loss of sales, loss of or damage to business, loss of contracts, loss of customers, loss of, or loss of use of, any software or data, loss of use of any computer or other equipment or plant, or indirect, special or consequential loss or damage.
- 6.3 Subject to Clauses 6.1 and 6.2, each party's total liability arising from or in connection with this Agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to £100,000.
- 6.4 Neither party shall be liable to the other for any delay or failure in performing any of its obligations under this Agreement if such delay or failure is caused by circumstances outside the reasonable control of the party concerned (including any delay caused by any act or default of the other party), including without limitation any failure of power supplies, labour disturbance, acts of government or regulatory authority, or any act or omission of third party network service providers.

7. GENERAL PROVISIONS

- 7.1 Neither party may assign this Agreement without the prior written consent of the other party, not to be unreasonably withheld or delayed.
- 7.2 PageOne may at any time, sub-contract or delegate this its obligations under Agreement at its absolute discretion and without prior notice to the Customer and the Customer hereby consents to such sub-contracting and delegation. The Customer shall not sublet, charge or delegate any rights or obligations under the Agreement or attempt to do so without the previous consent in writing of PageOne, such consent not to be unreasonably withheld or delayed.
- 7.3 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or any other right on any later occasion.
- 7.4 If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired.
- 7.5 This Agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all other agreements and representations made by either party, whether oral or written, and this Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party.
- 7.6 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, save that The JNT Association may enforce any term of this Agreement.
- 7.7 Any notice, invoice or other communication related to this Agreement shall be deemed to have been duly given if left at or sent by post, electronic mail or facsimile transmission to the party's registered office or as notified in writing between the parties from time to time.
- 7.8 This Agreement shall be governed by and construed and interpreted in accordance with English law, and the parties submit to the exclusive jurisdiction of the English Courts.