

Except as otherwise defined herein and except where the context requires otherwise, words and expressions defined in the General Terms and Conditions set out in Part A, shall have the same meanings when used in these terms and conditions.

**1. Additional Definitions** “Centrex” means a central office exchange service whereby the Customer’s telephone facilities are owned and operated centrally by a telecommunications provider. “CLI” means calling line identity. “Indirect Access Service” means the carrier pre-selection service provided by the System Operator. “Indirect Access Service Period” means the period from the Commencement Date until the date of termination of the Indirect Access Service Period. “Indirect Access Support Service” means Bamboo’s helpdesk for customers. “Minimum Period” means the minimum period stated in the Sales Order during which Bamboo shall provide the Indirect Access Service and the Indirect Access Support Service to the Customer. “PBX” means a private branch exchange or network used by the Customer for making and receiving telephone calls which are external to such exchange. “System Operator” means the network operator or such other operator designated by Bamboo from time to time.

**2. Supply of Services** Bamboo agrees and undertakes, subject to acceptance by Bamboo of a Sales Order, that it will as and from the Commencement Date, use its reasonable endeavours to provide the Indirect Access Service and Indirect Access Support Service.

**3. Service Standards** **3.1** Bamboo warrants that it will perform its obligations in this Agreement with reasonable skill and care. Bamboo cannot however guarantee that the Indirect Access Service will be free of faults or interruptions or be secure to the extent that the Indirect Access Service may be affected by things Bamboo cannot control including without limitation network capacity, physical obstructions or atmospheric conditions. **3.2** Bamboo may, where reasonable, from time to time and without notice or any liability whatsoever, suspend the Indirect Access Service and at its discretion disconnect the same in any of the following circumstances: **3.2.1** during any technical failure, modification or maintenance of the telecommunications systems by which the Indirect Access Services are provided or access to the same is denied to Bamboo for any reason; and/or **3.2.2** if the Customer fails to comply with the terms of this Agreement after being given written notice of such failure (including, but not limited to, failure to pay any sums due hereunder or the fraudulent use of the Indirect Access Service) until such failure to comply is remedied; and/or **3.2.3** if the Customer allows to be done anything which in Bamboo’s reasonable opinion may have the effect of jeopardising the operation of the Indirect Access Service, or the Indirect Access Service is used in a manner prejudicial to the interests of the Customer and/or Bamboo; and/or **3.2.4** because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the System Operator) or for the Customer’s own security. **3.3** During any period of suspension arising from the circumstances detailed in paragraphs 3.2.1 to 3.2.4 inclusive, the Customer shall remain liable for all Charges levied in accordance with this Agreement and the Customer shall reimburse Bamboo for all reasonable costs and expenses incurred by the implementation of such suspension and/or the commencement of the provision of the Indirect Access Services but only where such suspension was implemented as a result of a breach, fault or omission of the Customer.

**4. Billing Arrangements** **4.1** Bamboo shall following the end of each calendar month on the date agreed from time to time, submit to the Customer one or more invoice(s) which shall itemise the Charges for the Indirect Access Service. **4.2** All Charges shall be based upon call and billing data recorded by Bamboo on the Bamboo System.

**5. Customer Obligations** **5.1** The Customer shall, prior to and throughout the Indirect Access Service Period: **5.1.1** maintain a British Telecommunications plc (“BT”) exchange line; **5.1.2** programme and maintain its PBX to ensure that all outgoing calls are routed via the System Operator’s network, using BT’s exchange lines; and **5.1.3** notify Bamboo of any change to, or software upgrade of its exchange line with BT. **5.2** Where the Customer operates under a Centrex, the Customer must notify BT of its order for the Indirect Access Service and request that the same is provided on its exchange lines for the relevant CLIs. **5.3** The Customer undertakes with Bamboo that throughout the Indirect Access Service Period it will use its reasonable endeavours to: **5.3.1** comply with all statutory requirements in relation to the use of the Indirect Access Service. The Customer shall reimburse Bamboo in respect of any costs, liabilities or expenses incurred by Bamboo for any failure to so comply; **5.3.2** comply with the reasonable directions of Bamboo or the System Operator from time to time; **5.3.3** provide Bamboo with such information as Bamboo reasonably request in connection with this Agreement; **5.3.4** notify Bamboo immediately (and to confirm in writing) on becoming aware that any person is making improper, fraudulent or illegal use of the Indirect Access Services. The Customer will be responsible for any Charges incurred as a result of unauthorised use of the Indirect Access Services; and **5.3.5** maintain its telecommunications apparatus at all times during the Indirect Access Service Period in good working order. **5.4** The Customer shall permit Bamboo reasonable access to its premises in order for Bamboo or its agents to undertake any work necessary in order to enable the Customer to access the Indirect Access Service.

**6. Termination** **6.1** A Disconnection Notice may be given by the Customer in respect of the Indirect Access Service upon or at any time after the expiry of the Minimum Period. **6.2** Upon giving of a Disconnection Notice Bamboo will disconnect the Indirect Access Services and, if applicable, stop providing any Indirect Access Support Services in accordance with the Disconnection Notice upon the expiry of 30 days from the date of the Disconnection Notice. **6.3** The Customer will pay to Bamboo any applicable Termination Fee in respect of the disconnection of the Indirect Access Services. **6.4** In the event that the Customer serves a Disconnection Notice during the Minimum Period, the Customer shall be liable to pay the Minimum Value for the remainder of the Minimum Period. “Minimum Value” for the purposes of this paragraph 6.4 shall mean the sums forecast by Bamboo to be incurred by the Customer during the remainder of the Minimum Period (having regard to the premium average billing from Bamboo for the Indirect Access Services in the six months prior to termination (or such shorter period if the Indirect Access Services have been supplied to the Customer for a lesser period)) less 15% for early receipt of such sums by Bamboo. **6.5** All sums payable under this paragraph 6 shall be invoiced in one amount and be due and payable within 7 days of the date of such invoice.

#### ANALOGUE AND DIGITAL LINE SERVICES

**1. Additional Definitions** “Access Service” means procuring the following services from the Line Operator: (i) analogue direct exchange lines and calls, being: (a) Residential Single Lines; (b) Business Single Lines; (c) Business Multi Lines; and (ii) digital ISDN services, being: (a) the Basic Service; and (b) the ISDN30 Service. “Access Service Period” means the period from the Commencement Date until the date of disconnection of the Access Service(s). “Access Support Service” means the exchange line fault placement, testing and tracking service operated by Bamboo from time to time in conjunction with the Line Operator and details of which are available on request from Bamboo. “Basic Service” means a basic level ISDN service for single residential and business users. “Business Line” means a single exchange line charged at the business tariff as set out in the Price List. “CLI” means the calling line identity. “ISDN” means integrated services digital network. “ISDN30 Service” means a high speed ISDN service for multiple users (up to a maximum of 30). “ISDN30 Termination Fee” means the Charges for the period from the date of disconnection of the ISDN30 Service to the end of the Minimum Period. “ISDN Services” means the Basic Service and the ISDN30 Service. “Line Operator” means British Telecommunications plc. “Minimum Period” means the minimum period (including any ISDN Minimum Period) specified in the Sales Order. “Nuisance Calls” means an unwanted call which causes annoyance to the Customer and/or is of an offensive, spiteful, abusive, indecent, defamatory, obscene, or menacing nature. “Number” means the telephone number allocated to Bamboo by the Line Operator and in turn allocated by Bamboo to the relevant Customer exchange line(s). “Phone Book” means the phone book published by the Line Operator from time to time. “Power Dialler” means a device that provides the rapid automatic dialling of telephone numbers and is also known as automatic calling equipment. “Residential Line” means a single exchange line charged at the residential tariff as set out in the Price List.

**2. Supply of Services** **2.1** Bamboo agrees and undertakes that, subject to acceptance by Bamboo of a Sales Order, it will as and from the Commencement Date use its reasonable endeavours to provide (i) the Access Service requested by the Customer, and (ii) the Access Support Service for the Minimum Period and thereafter until terminated by either party in accordance with this Agreement. **2.2** The Customer may give a Disconnection Notice to take effect upon or at any time after the expiry of the Minimum Period. The Customer will pay to Bamboo any applicable Termination Fee in connection with such disconnection. **2.3** In the event that the Customer serves a Disconnection Notice during the Minimum Period, the Customer shall be liable to pay the Minimum Value for the remainder of the Minimum Period. “Minimum Value” for the purposes of this paragraph 2.3 shall mean the sums forecast by Bamboo to be incurred by the Customer during the remainder of the Minimum Period less 15% for early receipt of such sums by Bamboo. All sums payable under this paragraph 2 shall be invoiced in one amount and be due and payable within 7 days of the date of such invoice. **2.4** The ISDN30 Service is provided with a minimum of 8 channels. Additional channels can be provided by Bamboo as detailed in the Price List. The maximum capacity of each bearer is 30 channels. When a bearer is full and additional channels are required a new bearer will be required. There is no minimum number of channels for second or subsequent bearers. **2.5** Any Number is provided for the duration of this Agreement. The Number may not be sold by the Customer and may only be transferred with the consent of the Line Operator. **2.6** An engineering visit or Customer site survey may be required in order to establish what work, if any, is required to enable the Access Services to be supplied to the Customer. This, together with any resulting installation work, will be carried out by the Line Operator and additional charges (as determined by the Line Operator from time to time) will be payable by the Customer to the Line Operator.

**3. Service Standards** **3.1** Bamboo warrants that it will perform its obligations in this terms Agreement with reasonable skill and care. Bamboo cannot however, guarantee that the Access Service(s) will be free of faults or interruptions or be secure to the extent that the Access Service(s) may be affected by things Bamboo cannot control including, without limitation network capacity, physical obstructions or atmospheric conditions. **3.2** Bamboo may, where reasonable, from time to time and without notice or any liability whatsoever, suspend the Access Service and at its discretion disconnect the same in any of the following circumstances: **3.2.1** during any technical failure, modification or maintenance of the telecommunications systems by which the Access Services are provided or access to the same is denied to Bamboo for any reason; and/or **3.2.2** if the Customer fails to comply with the terms of this Agreement after being given written notice of its failure (including, but not limited to, failure to pay any sums due hereunder or the fraudulent or criminal use of the Access Service) until such failure to comply is remedied; and/or **3.2.3** if the Customer makes any offensive, indecent, menacing, nuisance or hoax calls using the Access Service; and/or **3.2.4** if the Customer allows to be done anything which in Bamboo’s reasonable opinion may have the effect of jeopardising the operation of the Access Service, or the Access Service is used in a manner prejudicial to the interest of the Customer and/or Bamboo; and/or **3.2.5** because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Line Operator) or for the Customer’s own security. **3.2.6** During any period of suspension arising from the circumstances detailed in this paragraph 3, the Customer shall remain liable for all Charges payable in accordance with this Agreement and the Customer shall reimburse Bamboo for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommencement of the provisions of the Access Service(s) but only where such suspension was implemented as a result of a breach, fault or omission of the Customer. **3.3** Bamboo shall provide assistance to the Customer in respect of Nuisance Calls. This will be as follows: **3.3.1** trying to identify the probable cause of and actions that can be adopted to deter Nuisance Calls; **3.3.2** recommending how to register on a preference list to exclude the Customer’s Number from calling lists; **3.3.3** if Bamboo is aware that the Nuisance Call is being made by a Power Dialler CLI, request on behalf of the Customer the removal of the Customer from the relevant Power Dialler calling lists; and/or **3.3.4** request from the Line Operator certain call barring, blocking or renumbering services. **3.4** The Customer acknowledges and agrees that various technical limitations (which may be apparent upon installation of the Access Service or thereafter) may apply to the provision of the Access Service, including, without limitation, the following: **3.4.1** that certain Line Operator services may be incompatible with the Access Services; and/or **3.4.2** that the performance of some Customer equipment may be affected by the Access Services.

**4. Customer Obligations** **4.1** The Customer shall permit Bamboo, the Line Operator and their appointed agents reasonable access to its premises and the Customer shall obtain all necessary consents in order for the same to undertake any work to enable the Customer to use the Access Service. The Customer shall also ensure that its site is a safe working environment for such persons’ work. **4.2** The Customer consents to Bamboo supplying all necessary details of the Customer to the Line Operator for the purposes of Phone Book entries. **4.3** The Customer undertakes with Bamboo that throughout the Access Service Period it will use its reasonable endeavours to: **4.3.1** comply with all statutory requirements in relation to the use of the Access Service. The Customer shall reimburse Bamboo in respect of any costs, liabilities or expenses incurred by Bamboo for any failure to so comply; **4.3.2** comply with the reasonable directions of Bamboo or the Line Operator from time to time; **4.3.3** provide Bamboo with such information as Bamboo reasonably request in connection with this Agreement; and **4.3.4** notify Bamboo immediately (and to confirm in writing) on becoming aware that any person is making improper, fraudulent or illegal use of the Access Services. **4.4** The Customer shall not, during the Access Service Period, (i) knowingly receive, upload, download, use or re-use material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, privacy or any other rights, or (ii) make any offensive, indecent, menacing, nuisance or hoax calls. **4.5** The Customer shall maintain its telecommunications apparatus at all times during the Access Service Period in good working order.

## TELEPHONE SYSTEM MAINTENANCE

**1. The customer AGREES:-** (a) To pay the maintenance charges in the schedule (the "Maintenance Charges") in all circumstances and in full to Bamboo Technology Group Limited ("Bamboo") in consideration for Bamboo carrying out the maintenance services described herein (the "Maintenance Services"). If at any time should the whole or any part of the Maintenance Charges be in arrears for more than twenty eight days from the invoice date then Bamboo shall be entitled to suspend all Maintenance Services hereunder until such payment is received. (b) Where the Customer's equipment ("Equipment") is connected to the Line Operator's apparatus, such Equipment must comply with the Line Operator's specifications and requirements. Where any additional Line Operator's equipment is specifically required for the Customer's purpose and the operation of the Equipment, such equipment shall be procured by Bamboo at the Customer's expense. (c) To orally notify Bamboo immediately of any fault in the Equipment or any repair which may be necessary, (such notification to be confirmed in writing) and to provide Bamboo at all reasonable times with access to the Equipment and allow Bamboo to carry out all necessary Maintenance Services under the terms of this Agreement. (d) Not to maintain, service, repair, adjust, tamper or alter the Equipment or any extension wiring used or installed in conjunction with the Equipment (the "Extension Wiring"). In the event of the Customer requiring any alterations to the Equipment or Extension Wiring the Customer must give Bamboo fourteen days prior written notice. In the event that any alterations to the Equipment and/or the Extension Wiring be affected by an agent not appointed by Bamboo, the Customer shall allow Bamboo the right to inspect that work. Such work must be carried out in accordance with Bamboo's current "code of practice" from time to time in relation to such work. Should Bamboo deem that this work is unsatisfactory the Customer shall or shall procure to remedy the defect within fourteen days of Bamboo's inspection or pay Bamboo's charges for effecting the remedy. Any breach of this condition may result in this Agreement being terminated by Bamboo, if Bamboo so desires, and all payments due for the outstanding term of the Agreement will become immediately payable in such circumstances. (e) To pay the charge for the reprogramming and or service visits as a result of any programming error effected by the Customer. (f) Not to assign the benefit of this Agreement without the prior written consent of Bamboo. (g) In the event of a modem being provided by Bamboo, the modem shall remain on the site for the duration of this Agreement and shall remain the property of Bamboo. If at any time this Agreement is terminated, the Customer shall immediately return such modem to Bamboo and/or Bamboo shall have a full right of access to the Customer's premises to recover the modem. (h) Ensure that the Equipment is cared for in accordance with manufacturer's recommendations. (i) Take all reasonable precautions to protect the health and safety of personnel provided under this Agreement. (j) If the Customer fails to observe any provisions of this Agreement, Bamboo may terminate with immediate effect by giving the Customer written notice.

**2. This Agreement** shall start on the commencement date specified overleaf (the "Commencement Date") and shall continue for a minimum period of one year from the Commencement Date or as otherwise set out in the Sales Order (the "Minimum Period") and shall thereafter continue for further periods of one year unless and until terminated by either party on a minimum of 90 days notice. If the Agreement is cancelled by the Customer prior to the expiry of the Minimum Period, the remainder of the outstanding payments for that period will immediately be due and payable to Bamboo.

**3. Bamboo AGREES:-** (a) To maintain the Equipment and carry out the Maintenance Services at the installation address in the schedule (or such other address may be agreed in writing by Bamboo) in efficient working order and during the continuance of this Agreement to execute by its servants or agents without charge all repairs and replacements to the Equipment necessitated by fair wear and tear or faulty workmanship and or faulty materials, provided that the Customer shall have duly notified Bamboo of such fault or necessary repair in accordance with Condition 1 (c) hereof. For the avoidance of doubt, Bamboo (without prejudice to the terms and conditions of this Agreement or the Customer's liability for payment of the Maintenance Charges) shall not be obliged to service the Equipment and provide the Maintenance Services if all or any part of the Maintenance Charges is/are overdue. (b) At the additional expense of the Customer to provide the Maintenance Services where failure of the Equipment is subsequently found to be due to (i) the incorrect operation of the Equipment, or (ii) failure of a Line Operator's equipment and or host PBX systems, or (iii) failure of an electricity supply service, or (iv) if any person not authorised by Bamboo and/or the Customer shall have tampered with or otherwise operated the Equipment. (c) At the request and additional expense of the Customer i) To carry out any alterations to the Equipment or Extension Wiring in accordance with Bamboo's current "code of practice" from time to time in relation to such work; ii) Upon receipt of fourteen days notice to allow the Customer's appointed agents to carry out alterations to the Equipment or Extension Wiring. Such alterations or extensions are to be carried out in accordance with Bamboo's current "code of practice" from time to time in relation to such work. Bamboo reserves the right to inspect such work and if found to be unsatisfactory to remedy the defect within fourteen days of the inspection. (d) At the request and expense of the Customer to move the Equipment to an alternative premises where in the reasonable opinion of Bamboo suitable service reception facilities exist (provided always that the Equipment does not thereby pass out of the possession or control of the Customer). (e) During the term of this Agreement, in consideration of the payment of the Maintenance Charges, Bamboo shall as soon as is reasonably practical after notification in accordance with Condition 1 above, provide a maintenance engineer to carry out during its normal business hours any maintenance of and repairs and replacements to the Equipment that may be reasonably requested by the Customer and shall carry out free of any charge any maintenance repairs and replacements (including provision of any necessary materials and spare parts, associated wiring and reprogramming of software which is not accessible to the Customer through normal operating procedures) as shall be reasonably necessary as a result of fair wear and tear arising from the proper installation and operation of the Equipment. Any maintenance, repairs or replacements or Customer visits caused otherwise than by wear and tear arising from the proper operation of the Equipment or telecommunications network may be carried out at the Customer's additional expense at Bamboo's current scale of charges. All maintenance, repairs or replacements may be carried out at the premises where the Equipment is installed or elsewhere at Bamboo's discretion.

**4. Exclusions** Unless specifically provided under this Agreement, the Maintenance Services do not include: (a) Electrical work external to the Equipment such as power supply or maintenance of accessories, attachments, machines or other devices not furnished by Bamboo. (b) Repair or damage resulting from accident, transportation, neglect or misuse, failure of electrical power, lightning strike or other electrical interference. (c) Furnishing supplies or accessories, painting or refinishing purchased Equipment or furnishing material therefore making specification changes, or performing services connected with relocation of the Equipment, or adding or removing accessories, attachments or other devices. (d) If the Customer or persons other than Bamboo's field service engineers shall perform maintenance or repair the Equipment, and as a result, Bamboo's field service engineers are required to restore the Equipment to good operating condition, such work will be carried out at Bamboo's then applicable time and material rates and terms. (e) Repair of wiring external to the Equipment cabinets and enclosures. (f) Battery maintenance or replacement of batteries or individual cells. (g) Maintenance on any two wire devices, unless specified in any Equipment list. (h) Rectification of lost or corrupted data arising from the carrying out of the Maintenance Services.

**5. Equipment Changes** Changing of Equipment specification, attachments or features may result in adjustment of the Charges. All changes must be notified to Bamboo as soon as is reasonably practicable and in any event within 7 days of the change taking place.

**6. Description of Priorities** Priority 1 = Complete System Failure, Failure to gain access to incoming and outgoing calls, Drop Out on call. Priority 2 = System still functions but at less than 100% of its capacity.

**7. Limitation of Liability – Additional Provisions** (a) Bamboo accept liability for direct physical damage to property on the Customer's premises where the Equipment is installed only, where this is caused by the negligence of Bamboo or its employees or agents (subject to a maximum limit of £3,000,000) and provided that Bamboo shall under no circumstances be liable for any loss of business or profit or for any other consequential loss or damage arising from such damage. (b) Bamboo is not liable for the failure of any alarms or ancillary equipment attached but not part of the Equipment if such equipment should fail as a result of the failure of the Equipment or the carrying out of the Maintenance Services. (c) Bamboo is not liable for the loss of computer data as a result of failure or interference of the Equipment supplied or maintained by Bamboo or due to the carrying out of the Maintenance Services.

## PRIVATE CIRCUIT/DATA CIRCUIT

**1. Additional Definitions** "Network Provider" means any provider of Private Circuit or Data Circuit services. "Private/Data Circuit" means procuring the following services from the Network Operator: (i) Ethernet (ii) Multiprotocol Label Switching (MPLS ),(iii) Ethernet First Mile (EFM) and (iv) Direct Internet Access (DIA).

**2. Supply of Services** **2.1** Bamboo agrees and undertakes that, subject to acceptance by Bamboo of a Sales Order, it will as and from the Commencement Date use its reasonable endeavours to provide (i) the Service requested by the Customer, and (ii) the Access Support Service for the Minimum Period and thereafter until terminated by either party in accordance with this Agreement. **2.2** The Customer shall give a 90 day written Disconnection Notice such notice not to take effect until the end Minimum Period, or 90 days' written notice once the Minimum Period has ended. **2.3** In the event that the Customer serves a Disconnection Notice during the Minimum Period, the Customer shall be liable to pay Data Circuit Rental for the remainder of the term ("Termination Fee"). Any Termination Fees which become due and payable under this paragraph 2 shall be invoiced in one amount and shall be due and payable within 7 days of the date of such invoice.

**3. Service Standards** **3.1** Bamboo warrants that it will perform its obligations in this terms Agreement with reasonable skill and care. Bamboo cannot however, guarantee that the Access Service(s) will be free of faults or interruptions or be secure to the extent that the Access Service(s) may be affected by things Bamboo cannot control including, without limitation network capacity, physical obstructions or atmospheric conditions. **3.2** Bamboo may, where reasonable, from time to time and without notice or any liability whatsoever, suspend the Access Service and at its discretion disconnect the same in any of the following circumstances: **3.2.1** during any technical failure, modification or maintenance of the Private/Data Circuit by which the Access Services are provided or access to the same is denied to Bamboo for any reason; and/or **3.2.2** if the Customer fails to comply with the terms of this Agreement after being given written notice of its failure (including, but not limited to, failure to pay any sums due hereunder or the fraudulent or criminal use of the Access Service) until such failure to comply is remedied; and/or **3.2.3** if the Customer allows to be done anything which in Bamboo's reasonable opinion may have the effect of jeopardising the operation of the Access Service, or the Access Service is used in a manner prejudicial to the interest of the Customer and/or Bamboo; and/or **3.2.4** because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network Provider) or for the Customer's own security. **3.2.5** During any period of suspension arising from the circumstances detailed in this paragraph 3, the Customer shall remain liable for all Charges payable in accordance with this Agreement and the Customer shall reimburse Bamboo for all reasonable costs and expenses incurred by the implementation of such suspension and/or the recommencement of the provisions of the Access Service(s) but only where such suspension was implemented as a result of a breach, fault or omission of the Customer. **3.4** The Customer acknowledges and agrees that various technical limitations (which may be apparent upon installation of the Access Service or thereafter) may apply to the provision of the Access Service, including, without limitation, the following: **3.4.1** that certain Network Provider services may be incompatible with the Access Services; and/or **3.4.2** that the performance of some Customer equipment may be affected by the Access Services.

**4. Customer Obligations** **4.1** The Customer shall permit Bamboo, the Network Provider and their appointed agents reasonable access to its premises and the Customer shall obtain all necessary consents in order for the same to undertake any work to enable the Customer to use the Access Service. The Customer shall also ensure that its site is a safe working environment for such persons' work. **4.2** The Customer undertakes with Bamboo that throughout the Access Service Period it will use its reasonable endeavours to: **4.2.1** comply with all statutory requirements in relation to the use of the Access Service. The Customer shall reimburse Bamboo in respect of any costs, liabilities or expenses incurred by Bamboo for any failure to so comply; **4.2.2** comply with the reasonable directions of Bamboo or the Network Provider from time to time; **4.2.3** provide Bamboo with such information as Bamboo reasonably request in connection with this Agreement; and **4.2.4** notify Bamboo immediately (and to confirm in writing) on becoming aware that any person is making improper, fraudulent or illegal use of the Access Services. **4.3** The Customer shall not, during the Access Service Period, (i) knowingly receive, upload, download, use or re-use material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, privacy or any other rights, or (ii) make any offensive, indecent, menacing, nuisance or hoax calls. **4.4** The Customer shall maintain its telecommunications apparatus at all times during the Access Service Period in good working order.