

GOLAT TERMS OF SERVICE

The following terms and conditions of service (the “Terms”) govern your use of the Services. Any current Golat document describing the plans, features, services or products you have selected and any other document incorporated by reference (collectively, the “Materials”) together with these Terms constitute our agreement with you (the “Service Agreement”). If there is any inconsistency between the Materials and these Terms, these Terms will prevail. No sales representative, dealer, agent, officer or employee of Rogers has the authority to change or modify these Terms, except pursuant to an official revised version of these Terms, and you may not rely on any such change or modification. These Terms cannot be changed by you.

Throughout this document:

- Us, we, our and Golat means the Golats entity named in the Service Agreement;
- Service or Services means any our phone services or other services that you subscribe to under the Service Agreement or receive from or through Golat.

Your account information may, from time to time, be disclosed to other members of Golat and to our agents and authorized dealers in order to service your account, respond to your questions and promote additional products and services offered by Golat. If you do not wish to receive offers or information from related Golat, please contact Golat at the address set out below.

Unless otherwise specified in the Service Agreement, we may change, at any time, any charges, features or any other aspects of the Services, as well as any term or provision of the Service Agreement, upon notice to you. If you do not accept a change to the Services, your sole remedy is to terminate the Service Agreement and the Services provided under the Service Agreement, within 30 days of your receipt of our notice of change to the Services (unless we specify a different notice period), by providing us with advance notice of termination pursuant to Section 3I. If you do not accept a change to these Terms, your sole remedy is to retain the existing Terms unchanged for the duration of the Commitment Period (as defined below), upon notice to us within 30 days of your receipt of our notice of change in the Terms.

By entering into the Service Agreement, you:

- accept all provisions of the Service Agreement, including those set forth in the Materials and these Terms;
- agree to cause all persons who use Services under your account or with your authorization to comply with the Service Agreement;
- acknowledge that the acts or omissions of all persons who use Services under your account or with your authorization will be treated for all purposes as your acts or omissions;
- acknowledge that you have received and had the opportunity to review a copy of the Service Agreement, including the Materials and these Terms;
- confirm that the information you have provided to us is up-to-date and accurate; and
- agree to notify us of any change in your information.

Charges; Account and Payment Information

1. Charges will commence on the date of the initial activation of the Services (the “Activation Date”).
2. Unless otherwise agreed to by you and us, charges to your account are due and payable in full from the date your order your chosen Service.
3. If payment of an amount due on your account is not received by us by the required payment date specified by us, it will be considered a delinquent amount and will be subject to a late payment charge of 2% per month, calculated and compounded monthly on the delinquent amount (26.82% per year) from the date of the first invoice on which the delinquent amount appears until the date we receive such amount in full. You agree that we can charge any unpaid and outstanding amount, including any late payment charges, on your account to your credit card, bank account or any other payment method pre-authorized by you for payment of our charges.
4. Administrative charges may be levied for administration or account processing activities in connection with your account, including as a result of the following:
 - collection efforts due to non-payment or having a balance over your credit limit, including unbilled usage and pending charges, fees and adjustments;
 - returned or rejected payments;

24. All trademarks, copyright, brand concepts, names, logos and designs used by us are intellectual property assets, registered or otherwise, of, or used under license by, Golat or of one of its affiliates. All are recognized as valuable assets of their respective owners, and may not be displayed or used by you in any manner for commercial purposes or copied in any manner for any purpose without the express prior written permission of the Golat Legal Department.

General

25. The Service Agreement, as amended from time to time, constitutes the entire agreement between you and Golat for the Services and supersedes all prior agreements, written or oral, with respect to the same subject matter. Our failure to enforce strict performance of any provision of the Service Agreement does not mean we have waived any provision or right. Neither the course of conduct between us nor trade practice modifies any provision of the Service Agreement. The Service Agreement ensures to the benefit of and is binding on you, your heirs and your legal personal representatives and on your and Golat's respective successors and assigns. You may not assign or transfer the Service Agreement without our prior consent. We may assign or transfer the Service Agreement or any of our rights or obligations hereunder without your consent. The provisions of Sections 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25 and survive termination of the Service Agreement. These Terms been drawn up in the English language at the express request of the parties.

Governing Law

26. The Service Agreement is governed exclusively by the laws of England and Wales.

How to Contact Us

27. To contact Rogers regarding our Services: call 0800 279 6070 or write to Golat Customer Relations Manager, 102 Cavell Exchange, Cavell Street, London E1 2JA