

B3 COMMUNICATIONS – TERMS & CONDITIONS

1. Definitions

In these Terms and Conditions, the following expressions have the meanings set out below unless the context otherwise requires:

- 1.1 Agreement means these Terms and Conditions together with any Order Form, Service Agreement, Price List, Service Description or document expressly incorporated by reference.
- 1.2 B3, we, us, our means B3 Communications Ltd and any group company or authorised subcontractor providing the Services.
- 1.3 B3 Shield means B3's fraud monitoring and protection service designed to help identify unauthorised, fraudulent or abnormal usage of the Services.
- 1.4 Business Day means Monday to Friday, 9:00am to 5:00pm, excluding bank and public holidays in England and Wales.
- 1.5 Charges means all fees and charges payable by the Customer under the Agreement, including (without limitation) Service Charges, Usage Charges, Maintenance Charges, B3 Shield Charges, installation and activation charges, porting or cease charges, termination fees, administrative fees, third-party pass-through charges and any other charges set out in the Price List or Order Form.
- 1.6 Commencement Date means the date the Customer signs the Order Form or Agreement. For the avoidance of doubt, the Agreement is binding from the Commencement Date and there is no cooling-off period.
- 1.7 Contract Start Date means the date B3 accepts the Order Form and begins processing and provisioning the Services.
- 1.8 Customer means the company, partnership, sole trader or other legal entity entering the Agreement with B3.
- 1.9 Equipment means any hardware, handsets, routers, switches, accessories or other equipment supplied, loaned or installed by B3 or a Funder.
- 1.10 Fair Use Policy means the usage rules set out in this Agreement which regulate outbound calling patterns, high-volume use, misuse and other behaviours to protect the integrity of the Services.
- 1.11 Go-Live Date means the date on which the final Service ordered by the Customer becomes active and operational. This is the date the Minimum Term begins.
- 1.12 Maintenance Service means the maintenance and support service provided by B3 for hosted telephony and related Equipment, as described in the Maintenance clause of this Agreement.
- 1.13 Minimum Term means the minimum contractual term stated on the Order Form, beginning on the Go-Live Date.
- 1.14 Order Form means the document signed by the Customer identifying the Services, user quantities, commercial details and any Special Conditions forming part of this Agreement.
- 1.15 Price List means B3's current schedule of Charges as amended from time to time.
- 1.16 Services means the telecommunications, connectivity, hosted telephony, VoIP, mobile, maintenance, fraud protection, support or any other services supplied to the Customer.
- 1.17 Service Start Date means the date any individual Service first becomes operational.
- 1.18 Termination Fees means early termination charges payable if the Customer ends the Agreement during the Minimum Term.
- 1.19 User means an individual seat, licence, extension or endpoint provisioned on the Customer's system.
- 1.20 Wholesale Supplier means any third-party provider, carrier, network operator or upstream supplier used by B3.

2. Overview of Services

- 2.1 B3 shall provide the Services outlined in the Order Form on a reasonable-endeavours basis and shall take commercially reasonable steps to ensure the Services perform in accordance with applicable standards.
- 2.2 The Services may include hosted telephony, SIP, VoIP, connectivity, mobile services, maintenance, fraud protection, configuration and related services.
- 2.3 B3 may rely on Wholesale Suppliers. The Customer acknowledges that performance,

availability and service delivery may depend on such third parties. Where a Wholesale Supplier imposes charges, limitations or policies, B3 may apply the same to the Customer.

2.4 Service descriptions, technical specifications and limitations may be set out in the Order Form, Price List or applicable Service Descriptions.

2.5 The Customer is solely responsible for determining whether the Services meet its own commercial, regulatory or operational requirements.

3. Minimum Term & Renewal

3.1 The Services are supplied for the Minimum Term stated on the Order Form.

3.2 The Minimum Term begins on the Go-Live Date.

3.3 The Customer may not terminate the Agreement during the Minimum Term except by paying Termination Fees unless approved in writing by B3.

3.4 Upon expiry of the Minimum Term, the Agreement shall automatically renew unless terminated with notice in accordance with clause 3.6.

3.5 Renewal Terms:

(a) Customers with more than ten (10) employees renew for the same length as the original Minimum Term;

(b) Customers with ten (10) employees or fewer renew for twenty-four (24) months.

3.6 The Customer must provide at least ninety (90) days' written notice to terminate at the end of any Minimum Term or Renewal Term.

3.7 Failure to provide such notice results in automatic renewal.

3.8 B3 may rely on Companies House records, the number of active Users, or other reasonable data sources when assessing employee headcount or Renewal Term classification.

3.9 B3 may elect not to renew the Agreement and will notify the Customer. Services shall cease 30 days after the end of the term unless migrated by the Customer.

3.10 Add-ons, upgrades, and site move require an Amendment Agreement which may apply a new Minimum Term.

4. Charges & Payment

4.1 Charges are payable as set out in the Order Form and Price List.

4.2 Charges may increase annually in line with RPI, capped at ten percent (10%) per annum.

4.3 B3 invoices monthly, with payment due within fourteen (14) days.

4.4 Payment is collected by Direct Debit. The Customer must maintain a valid Direct Debit mandate throughout the Agreement.

4.5 If the Customer fails to pay any invoice issued by B3 when due, B3 may:

(a) charge interest under the Late Payment of Commercial Debts (Interest) Act 1998;

(b) suspend or restrict the Services;

(c) recover all reasonable costs incurred in collecting overdue amounts;

(d) require payment before reinstating Services.

4.6 B3 may apply an administration fee of £25 + VAT for each failed Direct Debit attempt and may charge a reconnection fee.

4.7 The Customer may not withhold or set off any amount owed.

4.8 All usage, including fraudulent or unauthorised usage, is the Customer's responsibility unless otherwise agreed in writing by B3.

4.9 Promotions, discounts or Commercial Contributions may be withdrawn if the Customer breaches the Agreement.

4.10 Charges imposed by Wholesale Suppliers may be passed through to the Customer.

4.11 All Charges are exclusive of VAT.

5. Equipment & Ownership

5.1 Equipment provided by B3 or a Funder remains their property unless expressly stated otherwise in writing by signing a title of goods form.

5.2 Ownership transfers only when all contractual and financial obligations, including any Commercial Contribution clawback is fully satisfied.

5.3 Upon termination, the Customer must return all non-owned Equipment within fourteen (14) days or incur non-return charges.

5.4 The Customer must keep Equipment secure, insured and unmodified, and must not permit unauthorised backend access.

5.5 B3 is not responsible for faults caused by Customer-owned or third-party equipment.

5.6 The Customer must not sell, lease, pledge or dispose of Equipment unless ownership has

been transferred.

5.7 Software and configuration remain B3's intellectual property.

5.8 Equipment must be kept insured at full replacement value at the expense of the Customer.

5.9 Where Equipment is financed:

(a) title remains with the Funder;

(b) the Customer must comply with all finance requirements;

(c) B3 may suspend Services if the Customer fails to activate or complete finance documentation within 14 days after installation, where such failure is due to Customer act or delay;

(d) Funder fees, insurance premiums, non-return charges and shortfalls are recoverable from the Customer;

(e) signing any finance document, including the universal rental document constitutes a binding commitment to proceed;

(f) failure to obtain finance approval does not permit cancellation of this Agreement;

(g) if underwriting fails, B3 may revise the commercial package.

6. Commencement, Activation & Contract Formation

6.1 The Agreement is binding from the Commencement Date.

6.2 This is a business-to-business contract; no cooling-off period applies.

6.3 The Customer may not cancel the Agreement after signing due to change of mind or installation delays.

6.4 The Contract Start Date is the date B3 begins provisioning the Services.

6.5 The Customer must provide accurate information and ensure premises readiness.

6.6 Delays caused by Customer premises, access, broadband, cabling, or Wholesale Suppliers do not provide a right to cancel.

6.7 The Customer must grant B3 and its engineers safe and reasonable access to premises and systems.

6.8 Any verbal or informal agreement is not binding unless written in the Order Form or Special Conditions.

6.9 The Customer must maintain an active Direct Debit mandate throughout the Agreement.

7. Engineering / Maintenance

7.1 Maintenance includes remote diagnostics, support and configuration.

7.2 Charges (from month 13):

0–14 Users: £999.99 per year

15–24 Users: £1,249.99 per year

25–39 Users: £1,499.99 per year

40–100 Users: £1,999.99 per year

7.3 Maintenance excludes faults caused by:

(a) Customer equipment or internal wiring;

(b) broadband faults;

(c) power issues;

(d) damage, theft or misuse.

7.4 Where an engineering visit is required and the fault is found to arise from the Customer's equipment, internal wiring, broadband service, premises conditions, or any matter outside the scope of the Maintenance Service, B3 may apply engineering charges at its standard rates, which currently include £375 for a half-day visit and £550 for a full-day visit, together with any applicable costs associated with missed appointments, no-access situations or abortive visits as outlined in the Price List.

7.5 Missed appointment / abortive visit: £65

8. Fair Use

8.1 The Customer shall use the Services responsibly, lawfully and in a manner that does not adversely affect B3, its network, its other customers, or any Wholesale Suppliers.

8.2 Each User is allocated 2,000 minutes per calendar month for outbound UK calls, pooled across all Users on the same account. This allowance is intended for normal business use.

8.3 Unused minutes do not roll over to subsequent months.

8.4 Minute usage beyond the inclusive allowance shall be billed at B3's standard rates as published in the Price List.

8.5 Predictive dialling, automated calling and abnormal traffic are prohibited unless expressly

agreed.

8.6 B3 may apply rate-limits, call barring or re-rating where usage is excessive.

8.7 B3 Shield fraud monitoring applies unless opted out.

8.8 B3 Shield may monitor traffic, apply restrictions, alert B3 or the Customer, or take protective measures. It does not guarantee prevention of all fraud.

8.9 Customer must secure all systems, passwords and credentials.

8.10 B3 may take protective measures to mitigate fraud or abnormal usage.

8.11 Call Recording:

(a) three (3) months retention included as standard;

(b) extended retention available for 1/3/5/7 years at additional cost listed on price list;

(c) recordings are automatically deleted after retention period and cannot be recovered;

(d) The Customer is responsible for ensuring its use of the Services complies with all applicable laws, including call recording, marketing regulations and data protection.

9. Customer Responsibilities

9.1 Customer must prepare premises and provide access to B3.

9.2 Customer must maintain secure equipment and passwords.

9.3 Customer is responsible for internal networks, routers, broadband, switches and firewalls.

9.4 B3 is not responsible for faults caused by Customer systems.

9.5 Customer must pay Charges on time and maintain Direct Debit.

9.6 The Customer shall provide correct information relevant to service delivery, porting, configuration, finance, Funder checks and settlement fees. B3 shall not be liable for errors caused by incorrect Customer information.

9.7 The Customer shall ensure that B3, its engineers and any Wholesale Supplier have full, safe and uninterrupted access to the Customer's premises, equipment locations, service connection points and any required infrastructure. The Customer shall obtain and maintain all necessary landlord, freeholder, managing agent or third-party consents required to install, maintain, repair or remove any Equipment or Services. B3 shall have no liability for delays, failures or additional charges where the Customer fails to obtain such permissions.

9.8 Following completion of any installation, survey or engineering works, the Customer shall be responsible for restoring the premises to its prior condition, including reinstating flooring, ceilings, trunking, fixtures, redecorating or making good any access routes created or used. B3 is not responsible for such restoration. Additional engineering charges may apply where B3 must revisit the premises due to inadequate preparation, unsafe conditions or blocked access.

10. Service Levels

10.1 Unless expressly stated in a separate service level agreement, the Services are provided on a reasonable-endeavours basis. No guaranteed uptime or performance levels apply unless documented.

10.2 Service delivery may depend on Wholesale Suppliers such as Openreach, BT Wholesale, carriers or platform providers. B3 shall not be liable for downtime caused by such parties.

10.3 Faults exclude issues caused by:

(a) Customer equipment;

(b) broadband or IT systems;

(c) power/environment;

(d) misuse;

(e) maintenance;

(f) third-party networks.

10.4 The Customer must report faults promptly and cooperate in diagnostics, including performing tests and other duties requested by B3 technicians to resolve the issue.

10.5 B3 will always attempt remote troubleshooting before dispatching an engineer. If a fault is not attributable to B3, charges may apply.

10.6 B3 or its Wholesale Suppliers may perform planned maintenance. B3 shall provide reasonable notice where feasible; temporary disruptions may occur.

10.7 No compensation is payable for downtime or delays unless expressly stated.

10.8 B3 may modify, replace, withdraw or update any Service where such change is required due to:

(a) alterations imposed by any Wholesale Supplier, carrier or network operator;

(b) regulatory, technical or security requirements; or

(c) the discontinuation, end-of-life or withdrawal of any underlying platform, product or technology.

Where practicable, B3 shall provide the Customer with reasonable prior notice of any such change and, where a Service is withdrawn, may migrate the Customer to a reasonably equivalent or successor Service. Any migration may result in changes to Charges, features or specifications. The Customer shall not be entitled to terminate the Agreement or claim compensation because of such changes, provided the replacement Service is materially equivalent for normal business use. If no equivalent Service is available, B3 may cease the affected Service and adjust Charges accordingly.

10.9 Leased line installations are subject to carrier survey, wayleave approval, civil works and third-party lead times. Delays do not entitle the Customer to terminate or revoke the Agreement.

10.10 Temporary call diverts applied by B3, whether requested by the Customer or implemented as part of fault management, are provided on a temporary basis only and shall automatically expire after fourteen (14) days unless the Customer submits a written request to extend the divert prior to its expiry; B3 shall not be liable for any loss, missed calls or disruption arising from the expiry or removal of such diverts, and any extension may be subject to additional Charges and may be refused or limited by B3 where continuation of the divert poses operational, security or fraud-related risk

11. Liability

11.1 The Customer agrees that B3 cannot guarantee that the Fixed Network Services will work without interruption and will be fault or error free.

11.2 B3 is not liable for indirect or consequential loss, including loss of revenue, business or opportunity.

11.3 The Customer is solely responsible for determining the suitability of the Services for its intended use.

11.4 B3 is not liable for loss of call recordings.

11.5 B3 is not liable for loss of emergency call access due to broadband failure or power outage.

11.6 Nothing in this Agreement limits either party's liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability which cannot be limited by law.

11.7 All warranties, conditions or other terms implied by statute, common law or otherwise are fully excluded permitted by law.

12. TERMINATION BY B3 (THE SUPPLIER)

12.1 B3 may terminate this Agreement (in whole or in part) immediately by written notice to the Customer if:

12.1.1 the Customer fails to pay any Charges by the due date, and such failure continues for seven (7) days after written notice;

12.1.2 the Customer cancels or fails to maintain a valid Direct Debit mandate;

12.1.3 the Customer commits a material breach of this Agreement and fails to remedy such breach within a reasonable period specified by B3;

12.1.4 B3 reasonably believes the Customer has used the Services for unlawful, fraudulent, harmful, or abusive purposes, or in a manner that compromises network integrity or security;

12.1.5 the Customer prevents, obstructs or fails to provide access needed for installation, maintenance or recovery of Equipment;

12.1.6 the Customer fails to complete or maintain any required finance, leasing, underwriting or associated documentation relating to Equipment supplied under a funding arrangement;

12.1.7 B3 is instructed to cease supply by any Wholesale Supplier, regulator or competent authority;

12.1.8 B3 reasonably believes the Customer has provided false, misleading or materially inaccurate information in connection with the Agreement.

12.1.9 The Customer enters any voluntary arrangement with its creditors, becomes subject to an administration order, or (if an individual or partnership) is declared bankrupt, or (if a company) is wound up or placed into liquidation; or any encumbrancer, receiver or similar officer takes possession of, or is appointed over, any of the Customer's assets; or the Customer ceases, or threatens to cease, trading; or the B3 reasonably believes that any such event is

likely to occur and gives notice of that concern to the Customer.

12.2 In the event of termination under clause 12.1:

12.2.1 all outstanding Charges shall become immediately due and payable;

12.2.2 B3 may issue a final invoice including Termination Fees, Equipment non-return charges, finance-related shortfalls, and any recoverable Commercial Contributions;

12.2.3 B3 may cease the Services immediately and reclaim or deactivate any numbers, call routing, features or licences associated with the Agreement.

12.3 B3 shall have no liability for any loss or inconvenience suffered by the Customer due to such termination.

12.4 Termination by B3 under this Section shall not prejudice any other rights or remedies B3 may have under this Agreement or at law.

12.5 A porting request or third-party takeover request shall not prevent B3 from exercising its rights under this Section nor shall it constitute notice to terminate.

12.6 Upon termination of the Contract or Service Agreement, the Customer remains liable for all monthly plan charges and usage charges until all Services have been fully transferred away. Once all Services have been migrated, the Supplier will issue a final invoice reflecting all outstanding Charges, together with any applicable early termination fees.

13. TERMINATION BY THE CUSTOMER

13.1 The Customer may terminate this Agreement during the Minimum Term only by providing not less than twenty-eight (28) days' prior written notice and by paying the applicable Termination Fees. Termination Fees represent a genuine pre-estimate of B3's loss and shall consist of:

13.1.1 an amount calculated by determining the Customer's average monthly Charges over the preceding three (3) billing cycles, or where fewer than three billing cycles the contracted monthly Charges, and then multiplying that by the number of months remaining from the date of termination to the end of the Minimum Term.

13.1.2 repayment in full of any Commercial Contribution, settlement subsidy, buy-out payment, discount or financial incentive applied at the outset.

13.1.3 a cancellation fee of £50 for each Service or feature the Customer requests to cancel, which will be added to the Customer's next invoice or final invoice, as applicable;

13.1.4 The Customer acknowledges these amounts become payable immediately upon termination.

13.2 Termination After the Minimum Term

Following expiry of the Minimum Term, the Customer may terminate the Agreement by providing not less than ninety (90) days' prior written notice.

13.2.1 Termination shall take effect only at the end of the Minimum Term or a Renewal Term.

13.3 All notices of termination must be provided in writing and sent by email to B3 at terminations@b3communications.co.uk. Notice is deemed given only when the Customer receives an acknowledgement of receipt from B3. Notices sent to any other address, inbox or employee shall not constitute valid notice under this Agreement.;

13.3.1 A request to port numbers, transfer services or engage a new provider does not constitute valid notice.

13.4 Upon termination for any reason:

(a) all outstanding Charges shall become immediately due;

(b) the Customer must return all Equipment not owned by them within fourteen (14) days or incur non-return fees;

(c) B3 may cease all Services, remove features, withdraw routing, disable licences and reclaim numbering ranges;

(d) B3 may continue billing until the expiry of the applicable notice period or until all obligations are satisfied.

13.5 Changes such as:

(a) relocation or change of premises;

(b) company restructure, merger, acquisition or sale;

(c) change of ownership;

shall not constitute grounds for termination or release the Customer from its obligations.

If the Customer wishes to transfer the Agreement to a new entity, a Novation Agreement must be completed and approved by B3.

13.6 If the Customer fails to provide notice in accordance with clause 13.2, the Agreement shall automatically renew for the applicable Renewal Term, and the Customer shall remain liable for all Charges until the end of the renewed term.

13.7 Once applied, cancellation of the B3 Shield service requires not less than thirty (30) days' prior written notice. All Charges for B3 Shield shall continue to apply until the expiry of the notice period.

13.8 B3 may suspend or restrict any Service immediately, without prior notice, where:

13.8.1 the Customer fails to pay any invoice when due;

13.8.2 the Customer cancels, revokes, fails to maintain or otherwise invalidates its Direct Debit mandate, this may also result in the Customer being required to pay B3 further Charges as set out in clause 4.6 above.

13.8.3 B3 reasonably suspects fraudulent, unlawful, abusive, harmful or security compromising activity originating from the Customer's account, premises, network or Users;

13.8.4 the Customer breaches any material obligation under this Agreement;

13.8.5 the Customer obstructs or refuses access required for installation, maintenance or Equipment recovery; or

13.8.6 such suspension is required by a Wholesale Supplier, regulator, law enforcement body or competent authority.

13.9 The Customer acknowledges that this is a business-to-business contract and no cooling off rights apply.

14. DATA PROTECTION

14.1 Each party shall comply with data protection law.

14.2 B3 may share personal data with carriers, funders and suppliers to deliver the Services.

14.3 The Customer is responsible for legal compliance relating to call recording and data retention.

14.4 The Customer must notify callers of recordings as required by law.

14.5 B3 will assist with data subject requests where reasonably required.

15. CREDIT CHECKS, FRAUD PREVENTION & DATA USE

15.1 The Customer acknowledges and agrees that B3 may conduct credit checks and identity verification searches at any time before or during the Term. Such searches may include enquiries with credit reference agencies, the Electoral Register and other publicly or commercially available data sources. Credit reference agencies may record details of the search, and this information may be used by other organisations to assess creditworthiness, prevent fraud and trace debtors.

15.2 B3 may reassess the Customer's credit status at any time during the Term. Where B3 reasonably considers that the Customer presents an increased credit risk, B3 may:

15.2.1 require a deposit, guarantee or other financial security;

15.2.2 reduce or remove any credit limit previously applied;

15.2.3 issue interim invoices;

15.2.4 request immediate payment of Charges incurred to date; and/or

15.2.5 suspend or restrict the Services until such measures are satisfied.

15.3 B3 may share the Customer's information with fraud prevention agencies and may receive information from such agencies for the purposes of preventing fraud, money laundering and identity misuse. Where B3 reasonably suspects fraud or the provision of false or misleading information, B3 may delay activation, suspend the Services or terminate the Agreement immediately.

15.4 B3 may share Customer information with debt recovery agencies and may assign or sell outstanding debts to third-party purchasers. Information shared for this purpose may include the Customer's name, address, contact details, payment history, outstanding balances and other relevant account information.

15.5 To deliver the Services, B3 may share Customer information with Wholesale Suppliers, network operators, funders, group companies, subcontractors and service delivery partners. Some recipients may be located outside the UK. B3 shall ensure that such processing is subject to appropriate safeguards.

15.6 B3 may delay provision of the Services, suspend the Services or refuse to activate new Services where:

(a) credit checks or fraud checks remain incomplete;

- (b) B3 identifies a material credit or fraud risk;
- (c) the Customer fails to provide requested financial information; or
- (d) B3 reasonably believes that continuing to provide the Services would expose B3 or its suppliers to financial, regulatory or security risk.

15.7 B3 may retain Customer account information, usage data and communications metadata for as long as required to comply with legal or regulatory obligations, resolve disputes, prevent fraud or recover outstanding Charges.

15.8 The Customer shall provide accurate and complete information when requested and shall promptly notify B3 of any changes. Failure to do so may result in suspension or termination of the Services.

16. COMPLAINTS

16.1 The Customer may raise complaints through B3's internal procedure which is published on the company website at www.b3communications.co.uk.

16.2 Unresolved complaints may be referred to Ombudsman Services: Communications – <https://www.commsombudsman.org>.

16.3 This does not restrict either party's legal rights.

17. GENERAL TERMS

17.1 B3 may assign, novate or transfer this Agreement, in whole or in part, to any purchaser, successor, group company or authorised provider as part of a sale of B3's business, assets or customer base. The Customer agrees that such assignment or transfer shall be effective upon written notice from B3 and shall not require further consent, provided that the transferee assumes B3's obligations under this Agreement. The Customer shall continue to be bound by all terms following the transfer.

17.1.1 B3 may transfer the Customer's live services, numbering, routing or accounts to another provider as part of an assignment or business sale.

17.2 B3 may amend these Terms to reflect legal, regulatory or supplier changes.

17.3 If any part of this Agreement is invalid, it shall be modified or removed to preserve the remainder.

17.4 This Agreement supersedes all prior discussions. Verbal promises not written in the Order Form is not binding.

18. COMPLIANCE

18.1 Each party shall comply with all applicable laws, regulations and statutory requirements relating to the performance of this Agreement, including telecommunications regulation, data protection legislation, export controls and anti-corruption laws.

18.2 Each party warrants that it shall comply with the Bribery Act 2010 and maintain adequate procedures to prevent bribery.

18.2.1 Neither party shall offer, give, request or accept any financial or other advantage which would constitute a bribe or improper payment under the Bribery Act 2010.

18.2.2 Each party shall ensure that its employees, agents, subcontractors and any person performing services in connection with this Agreement comply with this clause.

18.2.3 Each party shall promptly notify the other upon becoming aware of any breach or suspected breach of this clause.

18.3 The Customer warrants that neither it nor any member of its supply chain has committed a Modern Slavery Act offence, is under investigation for such an offence, or is aware of any circumstances likely to give rise to such an investigation.

18.3.1 The Customer shall maintain and enforce policies to ensure compliance with the Modern Slavery Act 2015.

18.3.2 The Customer shall notify B3 immediately in writing if it becomes aware of any actual or potential breach of this clause.

18.3.3 Any breach of this clause shall be deemed a material breach incapable of remedy.

18.4 The Customer shall not use the Services in violation of any applicable sanction's regulations or export control laws and shall ensure that users comply with such restrictions.

18.5 The Customer shall provide such information, certifications and assistance as B3 reasonably requires verifying compliance with this Section 18.

18.6 B3 may suspend or terminate the Agreement immediately where it reasonably suspects a breach of this Section 18. Suspension or termination under this clause shall not relieve the Customer of its obligation to pay any Charges due