

VOIspeed Master Service Agreement

PARTIES:

This Agreement is made between **VoIspeed Limited** (hereafter referred to as “**VOIspeed**”) a company registered in England under number 5969452 whose registered office is at 1st Floor, 26 London Road, St. Albans, Hertfordshire, AL1 1NG, United Kingdom

AND:

“The Client” as specified in the order form

Important Note

This agreement is between VOIspeed Limited and The Client and consequently, The Client is ultimately responsible for ensuring the information provided in this document is correct. If any of the information or its cost implications are not fully understood, The Client should seek clarification from the person or organisation who will be responsible for the installation and/or support of the telephone system that will utilise VOIspeed Services. VOIspeed is required by Ofcom to communicate the following advisory statements to all telecommunications service customers:

1. If the broadband Connection that a VoIP service depends on fails, the voice service will also fail.
2. If there is a power cut or failure in the connected telephone system, any associated broadband connection and voice service may also fail.
3. Broadband connection and power supply failures are caused by reasons outside the control of VOIspeed
4. If the broadband connection that a VoIP service depends on fails for any reason, the service cannot be used to make calls to the emergency services numbers 999 and 112.

1. Introduction

VOIspeed Limited is a telephony company that delivers communications services to business customers both nationally and internationally. VOIspeed core activities focus on the development, manufacturing and distribution of VOIspeed IP Telephony Software and Recommended Hardware. This document intends to define terms and conditions for the delivery of telephony services made by VOIspeed.

2. Services

The Service offered is a Voice Over IP telephony service and/or a Carrier Pre-Select telephony service, both covering regular national and/or international telephone calls to or from other operator networks. The Client will access the Service by using the telephone in a traditional manner. The **Voice Over IP** Service is provided on a best efforts basis. Important distinctions exist between telecommunications service and the Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications services. This treatment may limit or otherwise affect The Client’s rights of redress before regulatory agencies. The Client confirms the order for the Services by completing this Contract form. VOIspeed has the right to perform a credit check to determine credit worthiness. This agreement shall enter into effect on the Initiation Date stated in the order form. As part of this contract VOIspeed agrees to provide services as detailed in the order form at the beginning of this document.

3. Charges

- In exchange for the services offered by VOIspeed as detailed in the Order Form, the Client agrees to pay a monthly fee that includes one off and recurring charges described in the order form on the first page of this document. All additional services not included in the order form are charged as detailed in the table below **when and if** they are added to the services provided:

Core services	Setup	Price per user
1 user	50	£24.99/m
2 - 50 users	Free*	£19.99/m
51 - 100 users	Free*	£18.99/m
100+ users	Free*	£16.99/m
Additional services		
Automatic Call Recording	Free	£5/m
Call Intrusion & Training	£25	£50/m
Additional UK phone number (GEO/NGN)	Free	£3/m
International phone number (GEO)	£25	£20/m
Additional VoIP line	Free	£3/m
Fax to email	£25	£8/m
UK toll free NGN numbers	£25	£8/m
Conference call room with UK number for up to 10 participants	£25	£8/m
Outbound CLI	£25	
Number porting, single number	£25	
Porting, consecutive numbers (cap £100)	£10	

- All call rates and charges, over and above the call bundle, can be found on our website following this link: http://www.voispeed.co.uk/download/VOIspeed_CallRates&Bundles.pdf
- At the beginning of each month, VOIspeed will emit regular itemised invoice monthly in advance for the agreed charges.

- All monthly fees are to be paid by Direct Debit mandate with money taken from The Client's account on or soon after the 15th of each month.
- Call recordings are stored for up to 1 month and can be downloaded from the admin interface. After 1 month past recordings will be deleted but the user will have 1 week time to download them using a link provided. In case recordings are required beyond 1 month, a storage fee of £50/month per 500Gigabytes is applied.
- Where phones are not supplied by VOIspeed a £20+vat setup charge per item applies

IT IS AGREED THAT:

4. General interpretation and definitions

The following provisions shall have effect for the interpretation of this agreement:

- Words in the singular shall include the plural and vice versa.
- A person includes a natural person, corporate or unincorporated body.
- The schedule or schedules to this agreement, when available, shall be incorporated into and shall form part of the agreement.
- Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

In this agreement terms and expressions have the following meanings unless the context otherwise requires:

"Associated Company": in relation to a party, its 'subsidiary' or 'holding company' (as defined in the Companies Act 2006) or another subsidiary of its holding company;

"BT": British Telecommunications plc, registered in England with company number 1800000

"Call": a transmission path through an electronic communications network for the sending of signals, and a reference to conveyance of a Call by a party means the establishment by that party of a transmission path through that party's network and the conveyance by that party in accordance with this Agreement of a signal over such transmission path;

"Charges": VOIspeed's charges for the Services as described in the Schedules, Price Lists and Rate Sheets hereto and as varied from time to time according to the terms of this Agreement;

"CLI": has the meaning given to Calling Line Identification in the CLI Guidelines;

"CLI Guidelines": the Guidelines for the provision of Customer Line Identification Facilities and other related services, published by Ofcom, as may be amended or replaced from time to time;

"Email": Electronic Mail;

"Minimum Term": the minimum contract term for each Service as specified in the Schedules hereto;

"Ofcom": the Office of Communications, Riverside House, 2a Southwark Bridge Road, London SE1 9HA, or any of its successors;

"PSTN": the Public Switched Telephone Network;

"Service": any service provided under this Agreement or any Schedule hereto, and 'Services' shall be construed accordingly;

"Site": location where Services are provided.

5. Commencement and Duration

This Agreement shall commence on the Initiation Date specified in the Order Form and shall continue in force for the Initial Period starting from the date when our Services are provided to the Client unless terminated earlier in accordance with Clause 8 below. **The Initial Period of this agreement is stated in the Order Form. If The Client does not provide written notification of its intention to terminate the contract at the end of the Initial Period providing sufficient notice as defined in clause 8, this Contract will be renewed automatically for further periods equal to the auto-renewal period defined in the order form on a rolling basis unless terminated before in accordance with clause 8.** During the first 30 days from the Initiation Date, this agreement can be cancelled at any time with no additional cost to the Client ("Warm-Up" period) apart from any call and service charges accrued up to the date of cancellation, calculated on a pro-rata basis, and by returning all equipment supplied as part of this agreement in full working conditions. **VOIspeed Limited guarantees a high level of call quality across their Voice networks. However, in the unlikely event of a continued service quality issue on the VOIspeed network that has not been resolved within 5 days from being reported, VOIspeed Limited will not hold you to the Initial Period contract term should you wish to terminate or migrate your service. Early contract termination needs sign off by a VOIspeed Director and their decision is final. Early contract termination must be backed up by trouble ticket references and a full fault history that links the technical issues to VOIspeed network.** We aim to provide services within stated lead times, subject to the availability and installation of any equipment and, where appropriate, lines to your premises. However, we cannot take responsibility for any event outside of our control or for services given by third party providers. If we need to carry out a survey of your premises or any additional work is required to provide the service (e.g. the laying of additional cabling) we will inform You of the revised timescales or any additional charges before any work takes place.

6. Duties of the Parties

- VOIspeed shall provide the Services as described in the Schedules hereto.
- **Where the service is provided through a reseller, VOIspeed will give 2nd and 3rd line support and the reseller will provide 1st line support to the client.**
- VOIspeed shall maintain equipment suitable for handling and terminating calls.
- VOIspeed shall provide the Client with reasonable technical and sales support, which VOIspeed shall in its sole discretion consider necessary and appropriate.
- VOIspeed may from time to time make changes to equipment used to handle calls and provide the Service. Such changes are at the sole discretion of VOIspeed, and may be made without the prior consent of the Client.
- VOIspeed will be under no obligation to repair equipment that has been damaged as a result of misuse, incorrect installation or lack of care. Should any work be required to repair the equipment outside of the warranty's terms and conditions, VOIspeed will quote The Client accordingly and arrange the repair wherever possible.
- The Client shall, upon request, provide VOIspeed with full information and/or materials regarding any products or services offered to the Client's End Users, agents or resellers through utilisation of the Service.
- The Client shall ensure that the Services are not used for any unlawful purpose whatsoever including the transmission or offering of any information or service or other material which is unlawful, abusive, harmful, threatening, defamatory, pornographic or which in any way infringes the Intellectual Property Rights of VOIspeed or any third party or which may cause offence in any way. The Client shall ensure that no third party Intellectual Property Right is infringed by the choice of telephone number for a particular service.

- The Client shall inform VOIspeed Limited of any office move no later than 15 working days before the moving date. We will amend the account and billing requirements as necessary. We will endeavour to offer the same telephone number to minimise disruption.
- The Client shall inform VOIspeed Limited in writing of any change or cancel to the subscription with the service providers (e.g. BT or equivalent operator) within 10 days of such a change, otherwise the Services may be interrupted or disrupted.
- The Client agrees to indemnify VOIspeed against all costs and liabilities arising out of all claims which result from, or involve an allegation of, any breach of Clause above.
- The Client shall co-operate with VOIspeed in relation to any complaints, enquiries or investigations regarding services offered by the Client. The Client shall, at the discretion of VOIspeed, without limitation bear in full any costs associated with such complaints, investigations, or enquiries or any action whether or not brought by or against VOIspeed.
- The Client shall ensure that any third party using its facilities shall be bound by the terms of this agreement.
- The Client agrees to notify VOIspeed immediately in the event that it becomes aware of any fault in the Service.
- The Client will ensure that all equipment supplied as part of this agreement will be looked after for the duration of the contract and used in accordance with the manufacturer's guidelines.
- The Client confirms that all equipment supplied is in good working order and that it will be returned to VOIspeed at the end of the contract period in the same state, allowing for acceptable "wear and tear" resulting from using the equipment in an office environment.
- The Client accepts that VOIspeed retains ownership of all equipment supplied and not fully paid for, as part of this contract for the duration of this agreement.
- The Client accepts responsibility for accidental damage of the equipment and for any cost incurred by the manufacturer to repair it outside of the warranty's terms and conditions.
- Under no circumstance is The Client allowed to sublet the equipment considered in this contract.
- The Client must use only the specified contact numbers and email addresses to secure support, within the stated support hours.
- The Client must attempt to answer all support questions to the best of their ability and knowledge.
- The Client must carry out any actions advised by the Support Consultant in order to resolve the incident as quickly as possible.

Onsite technical support is not included in this agreement, however where support is required on site, the Client shall provide all the necessary personnel, IT support, permissions and facilities, necessary to ensure safe and efficient resolution of the support issue. On site technical support will incur an additional charge in line with VOIspeed technical support tariffs. If at any point VOIspeed needs to work out of normal working hours, the Client will endeavour to make suitable arrangements for access to the Client's premises and IT systems.

Neither party shall at any time during the life of this agreement or at any time thereafter without the prior written consent of the other party use the name of the other party in relation to the Service or in connection with any services provided by the Client or on letterheads, in correspondence, publicity material, advertisements or other publications. Upon termination of this agreement, any consent that has been obtained shall be withdrawn forthwith.

Neither party shall have authority to conclude contracts directly on behalf of the other party nor the right or authority to make or settle any claims by or against either party nor to pledge the credit of the other party nor give any warranty nor make any representation on behalf of the other party nor commit the other party to any obligation or liability of any kind other than to provide the Services under this agreement.

Each party shall comply with the CLI Guidelines published by Ofcom. In the case of Calls originating outside of the UK, the Parties shall comply with any regulations governing the presentation of calling line numbers in the country from which the Call originates or through which it transits.

7. Payments

VOIspeed Limited will take payment for all services from your bank account by Direct Debit on a monthly basis. In order to reduce the administration work, direct debit is our preferred method of payment and any other form of payment will be subject to an additional admin fee of £30+vat each month. VOIspeed Limited will post all charging rates and its "tariff pricelist" on the VOIspeed Limited's website: www.voispeed.co.uk. Call rates DO NOT vary based on your geographical location. Call rates are subject to change without prior notice and may be amended by VOIspeed from time to time. It is your responsibility to keep up to date with the "pricelist" and latest tariffs. You can also request the latest tariff sheet by emailing accounts@voispeed.co.uk or contacting VOIspeed's sales team on 01727 848186. Call Services and the related Charges are quoted in British Pound and charged by the minute with 1p minimum charge. If you continue to use the Services after an amendment to the Charges comes into effect, this shall be deemed to be your acceptance of the new Charges. Invoices are only sent by email and not by surface post. However, customers who wish to receive an itemised bill in the post will be subject to a fulfilment charge. Any call rates provided for download are provided for information purposes only and VOIspeed Limited is not liable for any inaccuracies or mismatch with billed calls.

It is your responsibility to ensure that there is sufficient credit on the nominated bank account to settle forthcoming charges from VOIspeed Limited. Should the direct debit mandate be cancelled or the collection refused as a result of insufficient funds on the bank account, VOIspeed will charge a £30+vat admin fee for each failed collection. VOIspeed Limited will consider queries relating to the calculation of the due amount only if raised within 10 working days from the date when the collection was made. VOIspeed Limited reserves the right to require You to make a deposit in order to continue to use the Service.

8. Termination

All services described in this agreement shall be suspended with immediate effect and all equipment returned to VOIspeed should The Client interrupt payments to VOIspeed.

VOIspeed may suspend the Service in the event that and for so long as the Client is in material breach of this agreement (including failure to pay any sum due under this agreement) and shall have failed to remedy such breach within 7 days of receipt of a notice specifying the breach and requiring it to be remedied.

Notwithstanding the Clause above, VOIspeed reserves the right to suspend the Service or any part thereof forthwith without prior notice in the following events:

- to the extent necessary to prevent or restrict the incidence of any fraud or other illegal activity in connection with the Service;
- to the extent necessary to comply with an order or direction of Ofcom or any other competent regulatory or law enforcement authority;
- in the event that the Client is in breach of an obligation under any Schedule hereto to retain funds in a pre-paid account; or
- if there is a material and immediate threat to VOIspeed's network integrity or the integrity of the PSTN.

VOIspeed reserves the right to terminate a call and/or your further use of the Service at once when any amount due to VOIspeed Limited remains unpaid for a prolonged period of time.

VOIspeed may terminate this agreement forthwith by giving written notice in the following instances:

- upon the expiration of 1 calendar month written notice following suspension in accordance with the Clauses above;

- if the Client ceases trading, convenes a meeting of, or comes to an arrangement with, its creditors, has distress or other seizure levied over any of its assets or does not satisfy any demand for payment from any legal person;
- if any step is taken to wind up or dissolve the Client, a receiver, and/or manager or administrator is appointed over any of the Client's assets or if the Client is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or if VOIspeed is required to do so by Ofcom or any other regulatory or governmental body.
- VOIspeed may temporarily suspend the Service in the event that it wishes to carry out maintenance, upgrade works, or back-ups (in which case VOIspeed will use all reasonable endeavours to minimise the duration of the suspension and also to inform the Client in advance of any suspension).

Either party shall be entitled to terminate this agreement by giving to the other party notice of termination not earlier than 1 calendar month before the end of the Initial Period or the relevant Renewal Period, to terminate the Contract at the end of the Initial Period or the relevant Renewal Period, as the case may be. If the contract is cancelled after 1 month from the initiation date ('Cooling-Off period'), a pro-rata fee equal to 80% of the remaining outstanding amount from the cancellation date (following one month notice) to the end of the contract period or auto-renewal period, shall be levied. **No fee will be levied should the contract be cancelled during the 30 day Cooling-Off period.**

Termination shall be without prejudice to the rights and obligations accruing up to and including the date of termination. In the event that the Client wishes to enter into a subsequent agreement with VOIspeed following termination by VOIspeed in accordance with the Clauses above, VOIspeed shall have the right to charge a re-connection fee to cover its administrative expenses. Termination of this agreement shall entail termination of all Schedules hereto.

9. Technical Support Procedure

On discovering a problem, the Client shall follow the steps below in sequential order:

1. email VOIspeed technical support team at support@voispeed.co.uk, with as much information as possible on the problem you are experiencing. This will create a new ticket which will be emailed back to you immediately, so you know at any time the number to reference during any future conversation with us.
2. If that has not been sufficient, or you need to discuss the problem, call VOIspeed technical support on **01727 238552** with your ticket reference number.

All new support requests are immediately assigned to relevant support engineers who will endeavour to process them promptly in line with business requirements and resource availability. VOIspeed aims to respond all urgent technical enquiries immediately and however not later than 8 working hours. Non-urgent enquiries will be responded within 2 days of them being raised. When creating a new support ticket, The Client should provide the following information, which will be required by VOIspeed technical support team:

- Company Name / Main Contact Name and Surname / Phone Number / Email address
- PC's operating system and version used / VOIspeed Software version / Licence code, as relevant
- A short description of the problem, including details of any error messages
- Command or action that generated the problem / Actions taken prior to the problem occurring
- Information about all peripherals connected / Information on network components deployed (switch, router, firewall, etc.)

Upon receipt of a new support request from a Client the technical support engineer will first verify that the Client's organisation has a valid support contract for the product concerned. The contact details will be verified against VOIspeed Database and the incident details will be entered in the Call Logging System. A unique support reference number generated by the Technical Support Database will identify each incident. This incident number will be communicated to the Client by phone or email and should be noted by the Client for future reference, so that any support consultant can recall the history of an incident. Where the Client does not have a valid support contract for the product concerned, interim support may be provided based only on VOIspeed discretion on a one-off basis. In these instances, the Client will be advised that support cannot be provided beyond the current query, without a valid support contract. The Client will be given the option to renew maintenance cover to ensure that support can be provided going forward. Any Support incident that cannot be resolved immediately at first point of contact will result in the Support Consultant sending a Technical Support form for the Client to complete, in order to gather the additional information required. The Support Engineer will continue to investigate the incident upon receipt of the Technical Support form and escalate the incident to obtain a resolution when necessary. The Client will be informed of the receipt of a Technical Support form and the escalation of any incident. VOIspeed will close off a support query and incident where the Client has not been contactable for three consecutive attempts, or where feedback is expected from the Client, but not received within 5 working days. The Support Team will raise a new incident number should the Client return to report the same incident.

10. Technical Support Time of Service and OOH (Our Of Hours) escalation procedure

Technical support services are provided through VOIspeed online ticketing system only. Support is available during working hours Monday to Friday from 9:00 am to 5:30 pm excluding Bank Holidays and Christmas Break. In case of emergency, Clients can contact VOIspeed support team outside of normal working hours following the steps listed above. If no response has been received following the first two steps, call the 'OOH' emergency number 0330 3801102 that will incur out of hours charges. VOIspeed support team will make every effort to respond in a timely manner, however, service cannot be guaranteed outside of working hours and any work carried out will be charged at VOIspeed 'OOH' support rates (1 hour min charge). Out of hour work can be arranged in advance and please ask our Sales team for more information about the latest rates. It is your responsibility to report faults or disturbances in the Service to VOIspeed Limited. Our support team will take all reasonable measures to address any major outage under our control that causes your main phone numbers to be unavailable. For example, staff will often monitor email, news, and reports in the evenings and weekends, in their own time. Please rest assured that many faults can be rectified quickly even out of hours.

11. Technical Support Exclusions

Software and data maintenance does not include the diagnosis and rectification of any fault resulting from:

- Improper use, operation or neglect of the software, data or hardware equipment.
- Operation of the software and hardware by people who have not been formally trained by VOIspeed personnel.
- Modification of the software or its merger (in whole or in part) with any other software or data.
- Use of the Software or data with equipment other than that recommended by VOIspeed or that has been sourced through a third-party supplier.
- Failure by the Client to implement any recommendation as advised by VOIspeed.
- Failure by the Client to implement and use any new software or data release as advised by VOIspeed.
- Failure by the Client to use the latest software version released by VOIspeed.
- Any alteration or modification of the software and data made by any third party other than VOIspeed, without VOIspeed's prior written consent.
- The use of software or hardware for a purpose for which they were not designed.
- Damaged or lost software and hardware, or the media upon which it was originally supplied.
- Faults which cannot be reproduced.

- The use of any application or tool to modify or delete or add data on the Software.
- Incorrect or late supply of Client's owned or third party provided software and data.
- Software and data performance which falls outside of the requirements specification approved by the Client and signed off at User Acceptance Testing.
- The use of operating supplies, (for example all cards, tapes, disk packs, stationery, printing ribbons and similar accessories) which are not supplied as part of the Software which do not conform with VOIspeed's reasonable specifications.
- Failure of any hardware (including existing hardware) not recommended by VOIspeed or sourced from a third-party supplier not approved by VOIspeed.
- The effect of lightning or any electrical fault upon the software or hardware.
- Failure of any network, cabling, peripheral or telecommunications equipment.

If VOIspeed provides services in respect of any of the matters above it shall be entitled to charge for such services at its then standard rates and those services will be provided on its then standard terms. This agreement does not include technical support on any hardware peripherals sourced via 3rd party suppliers (e.g. phones, headsets, gateways, etc.). Provisioning of technical support for these devices is left to the discretion of VOIspeed and charged separately in accordance with VOIspeed current tariffs.

Where appropriate VOIspeed will enter into agreements with the licensors of third party software or hardware. VOIspeed will use its reasonable endeavours to ensure that the licensors of the third party programs provide appropriate maintenance in accordance with the licensor's then standard terms. VOIspeed will, so far as it is able, pass onto the Client the benefit of any warranties or guarantees in respect of third party software or data support service levels, provided to it by the licensor.

12. Acceptable Use Policy

All Technical Support contracts are subject to an acceptable use policy. This is to ensure that no Client exceeds a given amount of support time, number of tickets or development hours, over and above other Clients. To ensure we can offer the same level of service to all our clients the below stipulations apply on a per month basis. No unused technical support hours or tickets shall be rolled over to subsequent months.

Technical Support Hours: within any single month no more than 2 man-hours of engineering time for every 10 licensed extensions shall be given to any one Client.

Technical Support Tickets: within any single month no more than 3 Technical Support Tickets for every 10 licensed extensions shall be raised for or on behalf of any one Client. Any tickets dealing with multiple technically unrelated issues shall be regarded as separate tickets.

VOIspeed reserves the right to charge for any remote or on-site work carried out over and above these limitations at our standard hourly rate (please ask VOIspeed for an updated rate-sheet).

13. VOIspeed Terms and Conditions of Sale

VOIspeed Limited may vary the general Terms and Condition of Sale at any time due to prevailing conditions affecting the provision of the Service, by posting the changes at least ten days in advance on the VOIspeed website:

https://www.voispeed.co.uk/download/VOIspeed_Terms_Conditions.pdf.

If You do not accept such changes You have the right to cancel the agreement with VOIspeed Limited with immediate effect by written notice to VOIspeed Limited within the notice period before the changes take effect. Cancellation requests must be made in writing and be sent to VOIspeed Limited registered address.

14. Emergency Services - 999 Dialling

The Voice over IP Service supports traditional 999 or E999 access to emergency services.

IMPORTANT INFORMATION: By agreeing to this Telephony Services Contract, You understand that the VoIP service allows calls to the emergency services numbers 999 and 112. You also understand that calls will fail if there is a power cut or the broadband connection fails. These failures may be caused by reasons outside of our control.

15. Emergency Location Information

As part of the order process for any service, The Client will be required to enter in the Emergency Number Form the entire details for the company including the geographic location where the VoIP numbers are registered. **Please ensure this information is correct** as failure to register or update this location information may limit the effectiveness of the Emergency Services should they be called from a VoIP number. If the service is to be accessed from several locations, we recommend to inform VOIspeed Limited whenever accessing the service from a new location, so that up-to-date information can be used for Emergency Location. Please use the Emergency Number Form given below as and when required and send it by email or post to VOIspeed registered address.

16. Provision of services and warranties

VOIspeed cannot and does not guarantee a fault free service. VOIspeed gives no warranty that its network or Services shall be continuous, or will be free from faults. VOIspeed will, however, take steps to ensure its network and Services are reasonably fault free, and that service is reasonably uninterrupted.

In addition VOIspeed gives no warranty or guarantee that the Service is satisfactory or suitable for the Client's purposes, or that the Service shall be uninterrupted or fault free. All warranties relating to the Service, including implied warranties, are excluded to the extent permissible by law.

The Client acknowledges that:

No representation, warranty or statement, other than detailed in this agreement, constitutes a contract between the Parties, nor has induced the Client to use VOIspeed.

The Service provided by VOIspeed was not designed with the Client's individual requirements in mind, and it is up to the Client to decide if the Service provided by VOIspeed is of satisfactory quality and fit for the purpose for which it is to be used.

VOIspeed relies on third parties to deliver calls to and from its network, and therefore VOIspeed can have no liability of whatever nature for any delay or failure caused by such third parties.

In the event that the Client wishes to provide its own equipment, or provide leased lines to connect to its equipment, this shall require the prior consent of VOIspeed and mutual agreement of any charges that the Client shall pay to VOIspeed. The Client is solely responsible for any costs in relation thereto including, without limitation, the installation, delivery and maintenance of such equipment. VOIspeed shall have no liability whatsoever for any lines or equipment provided at the Site by the Client or any third party provider.

17. Limitation of liability

This service is provided on a best effort basis and VOIspeed shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct, indirect or consequential (including but not limited to economic loss or loss of profits) and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law.

Except where otherwise expressly stipulated in this agreement the following provisions set out the entire liability of VOIspeed (including liability for the acts and omissions of its employees, agents, consultants and subcontractors) to the Client in respect of:

any delay or default in the provision of the Services;

any use made by the Client of the Services; and any representation, statement or tortious act or omission (including negligence) arising under or in connection therewith.

VOIspeed shall not be liable for:

any indirect, incidental, special, consequential or pure economic loss, costs, damages, charges or expenses; or interrupted communications; or loss or corruption of data or information; or any delay in the provision of the Service or in rectifying a fault with the Service.

VOIspeed's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the amount of revenue received by VOIspeed from the Client in the month previous to the month in which the liability was incurred, but in no event shall exceed £10,000 for any one event or series of events. The provisions of this Condition shall apply notwithstanding termination or expiry of this agreement.

Except as otherwise stated the Client's only remedies for any breach of this agreement shall, at VOIspeed's sole discretion, be:

correction in a reasonable timescale of any fault;

replacement of the Service supplied.

VOIspeed shall have no liability to the Client in respect of any demand or claim where the demand or claim arises as a result of the Client's negligence, misconduct or breach of this agreement; the Client does not immediately notify VOIspeed of any claim or loss; the Client does not give VOIspeed full authority to deal with the claim, or does not provide all information requested by VOIspeed and complete and proper co-Operation for VOIspeed to defend the claim.

The Client will be liable at all times for all calls, whether authorised or unauthorised, made from the Client's registered accounts and/or numbers, in accordance with call records, unless such unauthorised use is wholly attributable to an act or omission of VOIspeed Limited. VOIspeed Limited warrants that it will provide the Service with reasonable care and substantially as described in these Terms. VOIspeed Limited does not make any other promises or warranties about the Service. VOIspeed Limited will not be liable for any loss or damages arising out of the Service. VOIspeed Limited shall not be liable for any indirect or consequential loss or damage arising out of this agreement. VOIspeed Limited shall not be liable for any loss or damage arising in connection with interrupted telephone calls or connections, lost telephone messages, delays or any other interference in the Service, or additional costs for having to redirect traffic to another operator.

18. Website

The Client agrees not to reproduce, copy, sell, resell or exploit for any commercial purpose any part of, use of or access to the Service or the VOIspeed website. VOIspeed Limited has no control over other websites and resources that The Client may access via VOIspeed website. The Client acknowledges and agrees that VOIspeed is not responsible for the availability of such external third party websites or resources and that VOIspeed does not specifically endorse or bear any responsibility or liability for any specific product, content, advertising or other items on or made available by such websites or resources.

19. Call recording

Where automatic call recording is enabled, all recordings will be stored on the system for up to one month from the date when the call was initially made. The recordings will be available for download from the system's administration interface. After one month the system will send an email to the system's administrator with a link to download the recordings. It is the responsibility of The Client to ensure files are stored and backed up safely on another device using the link provided, after the email is sent. The Client will have up to two weeks to download these recordings after which time the files will be deleted from the system. Although VOIspeed will make every effort to protect the security and storage of the call recordings, VOIspeed will not be responsible for their continued availability, storage or compliance with local jurisdiction and relevant regulatory bodies and will not be liable for any costs or losses that may result from the unavailability or non-compliance of these recordings.

20. Indemnity

Without prejudice to any other indemnity referred to in this or any other agreement, the Client agrees to indemnify VOIspeed and its Associated Companies, officers and employees against any claim or demand, including any made by a third party, arising out of the VOIspeed's or its End User's use of the Services and all costs relating thereto.

The Client agrees to indemnify VOIspeed, and its Associated Companies, officers and employees against any claim or demand arising from any act of the Client or third party including but not limited to any claim in relation to a breach or allegation of breach of the terms of this agreement; negligence, misconduct or any allegation of negligence or misconduct on the part of the Client or any third party;

21. Force Majeure

VOIspeed shall not be liable for any interruption, delay or failure in service resulting from any matter or event outside of its control including but not limited to any act of God, inclement weather, storm, flood, drought, lightning, fire, war, military operations or riot, power failure, shortage of power, disturbance to power supplies, disconnection damage or disturbance to telecommunications connections and cables, trade dispute, government action, embargoes, damage to or loss of equipment or interruption, disruption, cease, failure or delay in any service provided to VOIspeed by any third party, including any governmental or regulatory authority or any provider of electronic communications networks or services.

22. General

This agreement, along with the Schedules, Rate Sheets, Price Lists and any covering letter, represents the entire understanding between the two Parties and supersedes all previous agreements between the Parties relating to its subject matter.

Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly provided in this agreement.

VOIspeed's rights and powers under this agreement are not affected if it fails to or chooses not to enforce any of them at any time. If any part of this agreement is not enforceable it will not affect the remainder.

All notices shall be sent to the address specified in this contract. The Parties must notify each other in writing of any change of address. Both Parties agree that they have no joint venture, partnership, or agency relationship as a result of this agreement. Neither party shall make any offer, guarantee, or warranty to any third party, in regard to the services, that purports to bind the other party. No waiver by either party to enforce its rights in relation to any breach of this agreement shall be considered as a waiver of such rights relating to any subsequent breach of the same or any other provision. VOIspeed reserves the right to vary any provision in this agreement from time to time. VOIspeed shall provide the Client with 1 calendar month written notice of any change to the terms of this agreement. The client understands that any changes to this contract will be agreed in writing, directly with the client or with the resellers acting on behalf of the client, by means of email communication.

23. Property of the phones

During the Initial Period, property of all telephones or any hardware device supplied as part of this agreement shall remain with VOIspeed. At the end

of the Initial Period, property of such hardware will be transferred to The Client.

24. Transfer

This agreement is personal between The Client and VOIspeed Limited and no third parties shall derive any rights under it or be entitled to enforce any of its terms. The Client may not assign the agreement with VOIspeed Limited to another party without VOIspeed's written permission. VOIspeed may assign this agreement to another party for the purpose of providing the Service by written confirmation to You (e-mail is acceptable as written confirmation).

25. General Data Protection Regulation (GDPR)

When you sign this contract with us you consent for data about your company to be collected including registration number, address and bank details. When you sign a direct debit agreement, we will share your financial information with our direct debit processor FastPay Ltd. The direct debit can be cancelled at any time and all funds collected are covered by the Direct Debit guarantee. The FastPay Data Protection policy is available from VOIspeed on request. Your company's data will be used when we produce our monthly phone bills or any invoice for our products or services. The phone bill will include phone numbers called, the duration and cost of each call. Under no circumstances this information will be used for other purposes rather than producing the phone bill, apart from the rare instance where this data is used for diagnostic reasons to identify a specific fault and it may be shared with our billing software provider.

To provide our telephony services and technical support we may collect information related to your IT network, which we retain protected on our servers for as long as you are a client. Unless there is a technical reason to do so, we do not share data on your IT infrastructure with third party providers. When our engineers require to give technical support, they may ask to access remotely a person's PC within your organisation by running our desktop sharing software (currently TeamViewer) that can be downloaded from our website. When this is done, no personal data will be collected.

When a number is transferred to our network we will ask your permission to process your data on a dedicated porting mandate form. The full address where your offices are located are shared with our VoIP business partners so that the emergency services can identify where you are located based on your phone number (see section about emergency numbers). We will also use your email address to send you administrative information, and details of technical faults or software updates. If you wish to receive regular marketing information you will need to register for our newsletter separately.

Provided there is no contract in place between yourself and VOIspeed, then you can ask to erase all your data from our files by contacting us. Under GDPR you have a 'right to be forgotten' and if you wish for VOIspeed to erase your data, please email: info@voispeed.co.uk with DELETE DATA in the title or call us on 01727 848186. We shall deal with this request within a month. Any data that we collect will be stored securely and processed in line with our GDPR compliant data protection policy that you can find on our website.

26. If part of Contract is illegal, invalid or unenforceable

If any court or competent jurisdiction finds that any part of the Agreement is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Agreement will be affected.

If any illegal, invalid or unenforceable part of the Agreement would be legal, valid or enforceable if part of it were removed, we both will negotiate in good faith to change the Agreement so it reflects what we both originally intended as much as possible.

27. Law and Jurisdiction

This agreement shall be governed by and construed in accordance with English law and each party to this Agreement submits to the exclusive jurisdiction of the United Kingdom courts. All claims to VOIspeed Limited must be made in writing to the VOIspeed's address as detailed in the order.