

Terms and Conditions for VoIP Services

1. Definitions and Interpretations

1.1. Any headings in this document will not affect the interpretation of this agreement.

1.2. Words in the singular include the plural and vice versa.

1.3. Terms and expressions have the following meanings unless the context requires otherwise:

- "Access Charge": The charge levied for connecting a call.
- "Agreement": This agreement, incorporating these Terms and Conditions.
- "Authorised Terminals": Any physical or software-based telephone client configured to connect to the Service.
- "Call Charges": The charges incurred when making calls to External Numbers, including Connection Fees.
- "Company": Byte by Byte Ltd, the provider of VoIP services.
- "Customer": The individual or entity using the Company's services.
- "External Numbers": Any number routed outside the Customer's phone system.
- "Incoming Numbers": Any phone numbers allocated to the Customer for receiving calls.
- "Services": Hosted phone systems, SIP trunks, call recording, eFax, and dedicated hosted phone systems.
- "VoIP": Voice over Internet Protocol.

2. Agreement

2.1. These Terms and Conditions form a legally binding agreement between the Company and the Customer.

2.2. By using the Services, the Customer agrees to these Terms and Conditions in full.

2.3. The Agreement commences when the Customer registers, activates the Service, or makes their first call.

3. Service Provision

3.1. The Company will provide Services as described in the Customer's order.

3.2. All Services are subject to availability, and the Company may modify or discontinue Services with reasonable notice.

3.3. The Company will use reasonable efforts to ensure uninterrupted Services but does not guarantee fault-free operation.

4. Responsibilities of the Company

4.1. The Company shall:

- a. Maintain the necessary infrastructure and equipment to deliver the Services.
- b. Provide reasonable technical support to the Customer to ensure proper use of the Services.
- c. Notify the Customer of any scheduled maintenance or disruptions to the Services as reasonably practicable.
- d. Ensure compliance with relevant regulations and standards applicable to the Services.

4.2. The Company is not responsible for disruptions caused by third-party providers, including internet service providers or power failures.

4.3. The Company may, at the Customer's expense, supply equipment required to connect to the Services upon the Customer's request.

5. Customer Obligations

5.1. The Customer must:

- a. Provide accurate and up-to-date information.
- b. Ensure equipment complies with applicable standards.
- c. Use Services lawfully and responsibly.
- d. Notify the Company immediately of any unauthorised use of their account or security breaches.
- e. At their own expense, provide any equipment required to connect to the Service.

5.2. The Customer must not:

- a. Use Services for unlawful, abusive, or fraudulent purposes.
- b. Resell Services without prior written consent from the Company.
- c. Use the Services in a manner that disrupts or interferes with other users or the Company's operations.

d. Register or attempt to register more devices (physical or soft) to an Extension than agreed with the Company. In the absence of a specific agreement, only one device may be registered per Extension.

5.3. The Customer is responsible for ensuring:

- a. The accuracy of any location information provided for emergency services.
- b. Adequate internet and power supply for the Services.

5.4. The Customer shall make only reasonable use of the Service. Where all or part of the Service permits making of calls using a Call Bundle, the Customer shall:

- a. Use the Service only in respect of the designated Extension (where the Call Bundle is associated with an Extension).
- b. Make all calls from a regular telephone, softphone, or mobile phone, and shall not configure the Extension for use with any PBX or other mechanism which allows multiple users or devices to make use of an Extension.
- c. Only make voice calls, and shall not make fax calls, data calls, or use the Service for more than occasional call forwarding.
- d. Originate each call by a human, and shall not initiate any call automatically.
- e. Not permit any third party to originate calls using the Service.
- f. Only make calls which relate to its own, reasonable, business use, and shall not make calls as part of call centre operations (including telemarketing) or other high-volume activity, even if those activities form part of the Customer's business.

5.5. The Customer agrees to take reasonable steps to ensure that they do not disrupt or interfere with other users of the Services or the Company's network.

5.6. The Customer shall obtain and manage any required licences related to the use of the Services, including but not limited to licences required for audio files uploaded to the system for music on hold or other purposes.

5.7. The Customer is responsible for, and agrees to pay in full for, any Call Charges incurred from any Extensions or Outbound Trunks allocated to the Customer, including all calls which originate from or appear to originate from the Customer's network or which present to the Company with the Customer's identifying data (including but not limited to the Customer's username and password). This includes all Call Charges, irrespective of whether or not they were generated in good faith, authorised by the Customer, or resulted from fraudulent activity by a third party.

5.8. The Customer shall present only caller line identification information which:

- a. Is assigned to the Customer by the Company; or
- b. The Customer:
 - i. Has obtained the Company's permission to present.
 - ii. Has the right to present.
 - iii. Proves to the Company, promptly upon request, that it has the right to present.

5.9. The Customer shall keep Authorised Terminals and access to the Service and the Online Management System safe from unauthorised use. If the Customer becomes aware of a compromise, they must immediately change account passwords, update security devices, and notify the Company. This does not limit the Customer's responsibility and liability under clause 5.7.

5.10. The Customer shall not, and shall ensure that its end users do not, use the Service:

- a. For the transmission of material which is unlawful, abusive, harmful, threatening, defamatory, pornographic, or which infringes intellectual property rights or causes offence in any way.
- b. In a way that does not comply with applicable legislation, codes of practice, regulations, or licences, or causes the Company to breach any of the same.
- c. For unlawful or fraudulent purposes or effects.
- d. In a way that constitutes artificial inflation of traffic as defined in relevant industry guidelines.
- e. In a manner that could, in the Company's reasonable opinion, materially affect the quality or operation of the Company's or any third-party's networks or services.
- f. To make hoax calls, cause annoyance to the receiver, or transmit material that is offensive, abusive, defamatory, obscene, or menacing.
- g. In a way inconsistent with privacy or data protection laws, or laws relating to direct marketing.
- h. To harass, threaten, stalk, abuse, disrupt, or infringe upon the rights of others.
- i. To access restricted areas of the Company's network without authorisation.
- j. In a manner that could, in the Company's reasonable opinion, bring the Company's name, or that of any third party, into disrepute.

5.11. The Customer shall:

- a. Behave in a polite and professional manner towards the Company and its staff at all times.
- b. Maintain appropriate disaster recovery and resiliency plans as necessary.
- c. Ensure that all equipment used in conjunction with the Service conforms to relevant standards and approvals.
- d. Comply with all applicable laws and regulations.

5.12. The Company may carry out investigations and suspend Services if it suspects:

- a. A breach of this Agreement.
- b. Any activity deemed suspicious by the Company.

5.13. Any breach of these obligations constitutes a material breach of this Agreement, entitling the Company to suspend or terminate all or part of the Services.

5.14. The Company shall not be liable for any losses arising from the suspension or termination of Services due to a breach under this clause.

6. Charges and Payments

6.1. The Customer must pay the fees for the Service, including any applicable setup fees, Subscription Fees, Call Charges, and any other sums due under this Agreement, without set-off, deduction, or counterclaim.

6.2. The Company may increase its fees for any part of the Service, including Call Charges, at any time. The Company will provide the Customer with 30 days' notice of any increase in Subscription Fees.

6.3. All Customers operate on a credit account basis, subject to the Company's approval of the Customer's creditworthiness.

6.4. For credit account Customers:

- a. The Company will invoice the Customer on or near the relevant billing date for all Call Charges and Subscription Fees incurred during the previous billing period.
- b. All invoices are payable on receipt and must be paid using one of the Company's approved payment methods.
- c. Failure to settle invoices on time may result in service suspension, as outlined in Clause 6.5.

6.5. In the event of late or missed payments:

a. If the Company does not receive the Customer's payment in full within five (5) working days of the due date, the Company may:

- i. Send reminders via email or post. A £5 administrative fee will be applied for each reminder issued to cover associated costs.
- ii. Suspend all or part of the Services until the overdue balance is cleared.
- iii. Charge interest on the overdue amount at the rate permitted under applicable law, from the due date until payment is received in full.
- iv. Recover reasonable costs and expenses (including legal fees) incurred in pursuing the overdue payment.

7. Incoming Calls

7.1. The Company shall allocate Incoming Numbers to the Customer on their request. These numbers may be geographic (commencing with 01 or 02) or non-geographic (commencing 03 or 08).

7.2. At no time does the Customer have any ownership of any allocated Incoming Numbers.

7.3. The Company may change or re-allocate any Incoming Number for any reason within seven (7) business days of allocation. Outside this period, the Company may still make changes but will provide notice where possible. The Company is not responsible for costs or losses incurred by the Customer as a result of such changes.

7.4. The Customer may request new numbers or remove existing numbers through the Online Management System. Charges will apply until the minimum term expires or the next billing cycle, whichever is longer.

7.5. The Company limits concurrent incoming calls per Incoming Number by default. Customers may increase this limit by paying additional charges.

7.6. If the Customer forwards an Incoming Number to an External Number, associated Call Charges will apply as per standard rates.

8. Calls to External Numbers

8.1. Calls to External Numbers will be charged based on the Customer's tariff:

- a. Unless otherwise specified, calls are charged per second and rounded up to the nearest second.
- b. Charges depend on the destination and duration of the call, starting from the receipt of an answer signal and ending upon a "call clear" message.
- c. Some calls may incur a Connection Fee, added to the Call Charges.

d. Full rate details are available by contacting the Company or visiting the Company's website.

e. Rates exclude Value Added Tax.

f. Call rates and tariffs are subject to change. Customers should monitor rate updates via the Company's website.

g. A minimum charge of 1p applies to all calls to External Numbers.

8.2. The Company may impose daily call charge limits. Customers may adjust these limits by contacting the Company.

8.3. During trial periods, restrictions on calls to External Numbers may apply at the Company's discretion.

8.4. By default, calls to destinations with high per-minute rates or connection fees may be restricted unless the Customer specifies otherwise.

8.5. Emergency calls to 999 or 112 are supported but are subject to the following limitations:

a. The Customer must ensure accurate location information is provided for all Incoming Numbers.

b. The Service relies on a functioning data network. In the event of power failure, network issues, or maintenance, emergency calls may not be possible.

c. Callers may need to verbally confirm their location to emergency operators.

d. Emergency calls via VoIP may not have the same priority or quality as those made using traditional fixed-line or mobile networks.

9. Service Limitations

9.1. The Services rely on the Customer's internet and power supply, for which the Company is not responsible.

9.2. Emergency calls (e.g., 999 or 112) via VoIP may be subject to limitations, including location inaccuracies. The Customer must ensure alternate means for emergency calls.

10. Data Protection

10.1. The Company processes personal data in accordance with its Privacy Policy and applicable data protection laws.

10.2. The Customer is responsible for complying with data protection laws when using features like call recording.

10.3. If the Customer is a "Controller" and the Company is the Customer's "Processor" of any "Personal Data" (as defined in data protection law), the Company will:

10.3.1. Process Personal Data in accordance with all applicable law;

10.3.2. Process the Personal Data only on the Customer's documented instructions as set out in this Agreement and as configured by the Customer through the Online Management System, including with regard to transfers of Personal Data to a third country or an international organisation;

10.3.3. Unless prohibited by law, notify the Customer if it is required by any law of the European Union or the law of one of the Member States of the European Union to act other than in accordance with the Customer's instructions or if, in the Company's opinion, any of the Customer's instructions infringes data protection law;

10.3.4. Have the Customer's general authorisation to obtain other Processors and shall respect the conditions for any such engagement. Subject to clause 13 (Limitation of Liability), the Company shall be liable for the acts and omissions of its Sub-processors, and the Company shall ensure that the Sub-processor contract is on terms which are substantially the same as, and in any case no less onerous than, this clause 10;

10.3.5. Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

10.3.6. Take all measures required to protect the security of Personal Data;

10.3.7. Taking into account the nature of the Processing, assist the Customer, at the Customer's cost, by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising data subject rights;

10.3.8. Provide, at the Customer's cost, reasonable assistance on written request by the Customer in ensuring compliance with the Customer's obligations, taking into account the nature of Processing and the information available to the Company;

10.3.9. At the Customer's choice and cost, delete or return all the Personal Data to the Customer after the end of the provision of the Services relating to the Processing, and delete existing copies unless Union or Member State law requires storage of the Personal Data;

10.3.10. At the Customer's cost and following written agreement as to the details, make available to the Customer all information necessary to

demonstrate compliance with the obligations relating to data protection, and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer; and

10.3.11. Notify the Customer without undue delay if the Company becomes aware of a Personal Data Breach for which the Company is responsible.

10.4. Notwithstanding this clause 10, the Customer is responsible for ensuring that its configuration and use of the Service, and any services that it provides (whether to itself or others) comply with its obligations under data protection law.

11. Intellectual Property

11.1. All intellectual property rights in the Services remain the property of the Company.

11.2. The Customer is granted a limited, non-exclusive licence to use the Services for their intended purpose.

12. Termination & Cancellation

12.1. If the Customer is in any breach of this Agreement (including payment of any sums due) the Company may suspend the Service provided to the Customer. We shall not be liable for any losses to the Customer arising from this suspension.

12.2. The Company may terminate this Agreement:

12.2.1. if we suspend or have suspended the Service, termination will take effect at least 15 days (as notified to you by us) from the day on which we notify you of termination and, in our sole discretion, the Service may remain suspended for some or all of that period;

12.2.2. effective either immediately or at a future point notified to you by us, by giving notice if

12.2.2.1. we are entitled to do so under this Agreement;

12.2.2.2. the Customer commits a material breach of an obligation under this Agreement which is not capable of remedy, including any breach of clause 4;

12.2.2.3. the Customer ceases trading, convenes a meeting of, or comes to an agreement 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;

12.2.2.4. any step is taken to wind up or dissolve the Customer, a receiver, and/or a manager or administrator is appointed over any of the

Customer's assets or if the Customer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1987; or

12.2.2.5. the Company is required to do so by Ofcom, the Phone-paid Services Authority or any judicial, regulatory or governmental body.

12.3. The Company may terminate this Agreement, without cause, on 90 days' notice to you.

12.4. The Customer may terminate this Agreement at any time providing that they do not owe any sums to the Company. Should the Customer owe any sum to the Company and wishes to terminate their Services, they must settle the full amount due and then terminate this Agreement. To terminate the Agreement, the Customer must contact the Company. Termination is not effective until the Company sends confirmation of receipt to the Customer.

12.5. If the Service includes any element which is subject to a minimum term, if the Customer wishes to terminate the Agreement or that element of the Service within the minimum term, the Customer shall pay any applicable early termination fee, in addition to any other sums due.

12.6. In the event of termination of this Agreement for any reason, other than where covered by clause 12.7, the Customer is not entitled to a refund of any fees paid, including any credit, and the Customer will automatically, immediately, and irrevocably, lose access to any phone numbers relating to the Service.

12.7. We may, from time to time, offer a guarantee period. As an exception to clause 12.6, if the Customer terminates this Agreement within a notified guarantee period, we will refund the Customer any Subscription Fees paid by the Customer relating to that trial period. The Customer remains liable for, and we shall not refund, Call Charges, charges for call bundles with more than what we consider to be insignificant usage, or charges for any Equipment purchased. This clause does not apply to Wholesale Customers or in respect of SIP trunking.

12.8. Any termination of this Agreement shall be without prejudice to the accrued rights of the parties on the date of such termination, and to the continuation in force of all provisions of this Agreement which expressly or implicitly survive such termination.

13. Limitation of Liability

13.1. Save as expressly set out in this Agreement, all other conditions, warranties or other terms which might have effect between the Customer and us or be implied or incorporated into this Agreement, whether by statute, common law or otherwise, are hereby excluded to the extent permitted by law, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

13.2. Except where otherwise expressly stipulated in this Agreement, this clause 13 sets out the entire liability of the Company (including liability for the acts and omissions of its employees, agents, consultants and subcontractors) to the Customer.

13.3. Neither party limits or excludes its liability to the other for personal injury or death caused by its negligence, for fraud or fraudulent misrepresentation, or for any matter for which, at law, a party cannot limit or exclude its liability

13.4. Subject to Clause 13.3, the Company shall not be liable for special, indirect, or consequential losses, nor for the following types of loss, whether direct, indirect, special or consequential, in each case however caused:

13.4.1. Financial loss, including loss of profits, earnings, business, goodwill, business interruption;

13.4.2. Expected or incidental losses; loss of expected savings; loss of sales; failure to reduce bad debt; reduction in the value of an asset;

13.4.3. Loss of, or corruption to, data;

13.4.4. Interrupted communication; or

13.4.5. Any delay in the provision of the Service or in rectifying a fault with the Service.

13.5. The Company shall have no liability to the Customer in respect of any demand or claim where:

13.5.1. the demand or claim arises as a result of the Customer's negligence, misconduct or breach of this Agreement.

13.5.2. the Customer does not immediately notify the Company of any claim or loss;

13.5.3. the Customer does not give the Company full authority to deal with the claim, or does not provide all the information requested by the Company.

13.6. Subject to clauses 13.3, 13.4 and 13.5, the Company'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 the Company in respect of the 30 day period immediately preceding the date on which the liability was incurred, but in no event shall exceed £1,000 for any one event or series of events.

13.7. Except as otherwise stated, the Customer's only remedies for any breach of this Agreement shall, at the Company's sole discretion, be:

13.7.1. correction in a reasonable timescale of any fault; or

13.7.2. replacement or re-performance of the Service supplied.

13.8. The Customer does not limit or exclude its liability for the indemnities set out in clause 14, or for sums due under this Agreement.

13.9. The Customer agrees that the provisions of this clause 13 are fair and reasonable

14. Indemnity

14.1. The Customer indemnifies the Company and its associated companies, directors, officers and employees against any claim or demand, including any made by a third party, arising out of the Customer's use or misuse of the Services and all costs relating thereto.

14.2. The Customer indemnifies the Company, and its associated companies, directors, officers and employees against any claim or demand arising from any act of the Customer or third party including but not limited to any claim in relation to:

14.2.1. a breach or allegation of breach of the terms of the Agreement;

14.2.2. negligence, misconduct or any allegation of negligence or misconduct on the part of the Customer or any third party;

14.2.3. the operation or break down of any equipment or software owned or used by the Customer;

14.2.4. any fraud, or artificial inflation of traffic (as set out in Annex E of BT's Network Charge Control Standard Interconnect Agreement);

14.2.5. any claim brought against us by any third party alleging that its intellectual property rights are infringed by the use by you of the Service;

14.2.6. marketing or promotional activities undertaken by or on behalf of the Customer; and

14.2.7. the service content provided or marketed on the behalf of the Customer.

16. Severability

16.1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

17. Modification of Agreement

17.1. The Company reserves the right to modify this Agreement from time to time.

17.2. The Company will provide the Customer with fifteen (15) days' notice of any changes.

17.3. If the Customer does not agree with any modifications, they will be able to terminate this Agreement immediately without penalty.

17.4. Changes to the Subscription Fees or the Call Charges, or to the limits specified in clause 8.4, shall not be “modifications” for the purpose of this clause 17.

18. Assignment

18.1. Neither we nor the Customer may assign, novate, or otherwise transfer, our respective rights or obligations (or both) under this Agreement without prior written consent of the other party.

19. Dispute Resolution

19.1. This Agreement is subject to the laws of England.

19.2. Our Customer Complaints Code is available at <https://www.bytebybyte.co.uk/complaints.html>

19.3. The Customer agrees that we shall deal with any disputes or claims arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) as follows:

19.3.1. The issue in dispute shall be referred for discussion to, in the case of the Customer, the name of the main account holder, and in our case, our accounts team (accounts@bytebybyte.co.uk);

19.3.2. If the dispute is not resolved, the managing directors (or equivalent) of each of us shall discuss the dispute;

19.3.3. If the dispute is not resolved:

19.3.3.1. if the Customer is entitled to refer the dispute to alternative dispute resolution, the Customer may do so. Details of alternative dispute resolution are available at <https://www.bytebybyte.co.uk/complaints.html> ; and

19.3.3.2. if the Customer is ineligible to use alternative dispute resolution or do not do so, or if we wish to bring proceedings, the Customer agrees that the English courts have exclusive jurisdiction to settle the dispute.

19.4. We shall both bear our own costs for elements of the dispute resolution procedure up to the involvement of the courts under clause 19.3.3.2.

20. Force Majeure

20.1. The Company 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, act of terrorism, war, military operations or riot, power failure, shortage of power, disturbance to power

supplies, disconnection damage or disturbance to telecommunications connections and cable, trade dispute, government action, embargoes, damage to or loss of equipment or interruption, disruption, cease, failure or delay in any service provided to the Company by any third party, including governmental or regulatory authority or any provider of electronic communications networks or services.

21. Notices

21.1. All notices from the Company to the Customer will be sent by electronic email (“e-mail”) to the last known address of the Customer.

21.2. All notices from the Customer to the Company other than the service of court proceedings must be sent by electronic email (“e-mail”) to accounts@bytebybyte.co.uk or by postal mail to: Byte by Byte Ltd, 4 Redstone Park, Redhill, Surrey, RH1 4AT

21.3. Notice for the service of court proceedings from the Customer to the Company shall be by a signed for postal service which provides proof of delivery, or by courier, and such notice shall be addressed to the Company’s address in clause 21.2.

21.4. Notices provided by e-mail will be considered to have been served:

21.4.1. In the case of us notifying the Customer, one day after the day on which we send the email; and

21.4.2. In the case of the Customer notifying us, one business day after the Customer receives confirmation from us that we received such notification.

21.5. Notices provided by postal mail will be considered to have been served three (3) business days from the date sent.

21.6. Notices provided by any other means other than those specified above shall have no effect.

22. General

22.1. This Agreement set out all the terms agreed between us about the subject matter of this Agreement. This Agreement supersedes all previous negotiations, understandings and representations.

22.2. A person who is not a party to this Agreement shall have no rights under this Agreement.

22.3. The Company’s rights and powers under this Agreement are not affected if it fails to or not chooses to enforce any of them at any time. A waiver of any breach or provision of this Agreement shall only be effective if made by email or in writing.

22.4. Each Party shall

22.4.1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; and

22.4.2. not engage in any activity, practice or conduct which constitutes an offence under the Bribery Act 2010, or would do so if such activity, practice or conduct had been carried out in the UK.

22.5. Nothing in this Agreement establishes any partnership (even if you are a reseller, which we call a “partner”), joint venture, or agency.