

Terms and Conditions for Provisioning of VoIP and Telecoms Services

Last Updated: 29 December 2010

1. Introduction and definitions

- 1.1. These terms and conditions ("Conditions") shall govern the agreement between Genzee Limited ("us" or "we") and the individual or organisation applying for the provision of the Goods or Services ("you").
- 1.2. Our registered office is at 11 Welbeck Street, London, W1G 9XZ.
- 1.3. You can contact us by email on support@genzee.co.uk, telephone +44 (0)20 8099 4888 or fax +44 (0)20 8099 4899.
- 1.4. We explain in the headings what each clause covers. These headings are for guidance only and are not intended to be legally binding.
- 1.5. These Conditions take precedence if inconsistent with the material on our Website.
- 1.6. The following have particular meanings in these Conditions:

"Internet" means the global data network comprising interconnected networks to which we are connected and provide access to you via the Services;

"Personal Data" means Data about any identified or identifiable living person;

"Services" means the services described on the Website and which we agree to provide to you;

"Website" means our web presence at www.genzeevoice.com, www.genzee.co.uk and other locations we advertise from time to time.

"Code of Practice" means Any Code of Practice issued by PhonePayPlus (or any body that shall replace them and any other regulatory body approved by the Director General of Telecommunications) relevant to Services, that may be issued from time to time and any code of practice issued by OFTEL or OFCOM in relation to telecommunication services or the Numbering Code or Numbering Conventions

2. Changes to these Conditions

- 2.1. We reserve the right to alter these Conditions at any time (including altering our Acceptable Use Policy and other policies).
- 2.2. Changes to these conditions will be published at the following url:
<http://www.genzee.co.uk/terms>

3. Security

- 3.1. You must:
 - 3.1.1. keep your username and password secure (and we may change these at any time for good reason);
 - 3.1.2. if requested use your username and password when giving instructions (and we are authorized to comply with instructions containing your username and password);
 - 3.1.3. take reasonable steps in respect of matters in your control to minimize any risk of security breaches in connection with the Services;
 - 3.1.4. notify us of any unauthorised access to your account which you believe may affect the overall security of our systems; and
 - 3.1.5. comply with our security checks.

- 3.2. For the avoidance of doubt you will be liable for any costs arising from any unauthorised use of your account.
4. Services and uptime
 - 4.1. We will supply the Services with reasonable skill and care.
 - 4.2. However, we do not guarantee:
 - 4.2.1. that the Services will be uninterrupted, secure or error-free; or
 - 4.2.2. that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.
 - 4.3. We may have to suspend the Services for repair, maintenance or improvement. If so, we will restore them as quickly as is reasonably possible, and aim to do such work during quieter periods.
 - 4.4. We aim to provide a high quality service to you and while we make no guarantees of any sort, nor will we be held liable for failing to achieve our targets, we do endeavour to provide:
 - 4.4.1. a 99.9% uptime during office hours (Mon - Fri, 09:00 - 18:00 excluding bank holidays)
 - 4.4.2. Resolution of service affecting faults within 2 hours
 - 4.4.3. Resolution of non-service affecting faults within 1 business day
5. Specific Conditions on the Provision of Telephony Services
 - 5.1. By purchasing our Telephony Services (VoIP) you confirm that you understand that our services:
 - 5.1.1. may not offer all of the features you may expect from a conventional phone line;
 - 5.1.2. may sometimes be unavailable as a result of things over which we have no control, for example, the weather, power disruptions and failures of your internet service provider (ISP) or broadband connection and you understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable;
 - 5.1.3. currently we may not be able to provide your phone number and location details to the operator if you make a public emergency services call. You will have to provide your location information and phone number verbally to the operator; and
 - 5.1.4. may not be able to offer you the ability to transfer (port) your existing number to an alternative service if your service ends due to circumstances beyond our control
 - 5.1.5. You will lose your assigned phone number if you cease your service with us, or your account is closed by us due to your breach of contract or your failure to settle your bills by the date due.
 - 5.2. You agree to adhere to all the relevant telephony regulations applicable, including to regulations imposed by the Telephone Preference Service (TPS), PhonePayPlus and/or OFCOM or any other competent or governmental communications organisation.
 - 5.3. You agree to indemnify Genzee of all costs and liabilities arising out of claims which results from, or involve an allegation of, any breach of the Code of Conduct as set out by PhonePayPlus, TPS or any other competent or governmental communications organisation.
6. Your obligations
 - 6.1. You must comply with our reasonable instructions and requests concerning the Services.
 - 6.2. You must provide us with up to date contact details of one or two named representatives with whom we are authorised to deal (including email addresses) and promptly notify us of any changes. We rely on this information for various reasons including the transmission of renewal notices and other important information concerning the Services.
 - 6.3. You must comply with the Code of Practice and bring it to the attention of your authorised users.
 - 6.4. You are responsible for all persons who use your username and password to access the Services, whether authorised or not, unless acting on our behalf.
 - 6.5. There is a risk that Numbers allocated may be irretrievably lost on suspension or termination of Services. It is your responsibility to ensure that all outstanding invoices are paid by the due date.

7. Restrictions

- 7.1. You must refrain from transferring any illegal material or engage in unlawful activities via your use of the Services.
- 7.2. You must refrain from sending menacing, offensive, defamatory, obscene, indecent or abusive messages or telephone calls whilst using the Services.
- 7.3. You must not use or permit the usage of the Services in a manner that is inconsistent with any and all applicable laws and regulations.
- 7.4. You must not use the Services to send bulk unsolicited commercial telephone calls.
- 7.5. You warrant that your use of the Services will not infringe any third party intellectual property or other rights.
- 7.6. You must not embark on any course of action, whether by use of your telephone or any other means, which may cause a disproportionate level of activity (for example, encouraging large numbers of inbound phone calls) without providing us at least seven day's prior notice in writing. If you give notice or we otherwise become aware of such disproportionate use we may:
 - 7.6.1. move your service to a dedicated service and charge our then current rate as detailed on our Website; or
 - 7.6.2. terminate some or all of the Services forthwith.
- 7.7. For an Internet Telephony Service, we consider the use of more than 2 concurrent calls per registered extension to be a disproportionate level of activity.

8. Personal Data

- 8.1. We will process your Personal Data only in compliance with our privacy policy, which is available at <http://www.genzee.co.uk/privacy.html>
- 8.2. You consent to such processing and confirm that you have shown our privacy policy to, and obtained similar consent from, any third party individuals whose Personal Data you have supplied to us and will continue to do so in the future.

9. Risk and Title to Goods

- 9.1. Risk shall pass to you on delivery, but the Goods shall remain our property until such time as full payment has been received.

10. Limitation of liability

- 10.1. Nothing in these Conditions in any way excludes or restricts our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted. Nor does it affect consumers' statutory rights.
- 10.2. Our liability in contract, tort (including negligence) or otherwise in connection with these Conditions for any one event or a series of events is limited to the price of the Goods, or the payment we received from you for the Services in the last billing month before the event(s) complained of.
- 10.3. In no event (including our own negligence), and even if we have been advised of the possibility of such losses, will we be liable for any:
 - 10.3.1. economic loss (including, without limitation, loss of revenue, profit, contract, business or anticipated savings);
 - 10.3.2. loss of goodwill or reputation;
 - 10.3.3. special, indirect or consequential loss; or
 - 10.3.4. loss of Numbers allocated.
- 10.4. We have no liability for goods and services provided by third parties.
- 10.5. To the extent allowed by law, we exclude all conditions, terms, representations and warranties, whether imposed by statute or by law or otherwise, that are not expressly stated in these Conditions including, without limit, the implied warranties of satisfactory quality and fitness for a particular purpose. Consumers' statutory rights are unaffected.

11. Indemnity

- 11.1. You will indemnify us against all claims, damages, liabilities, costs (including reasonable legal fees) directly or indirectly related to your use of the Services or breach by you of these Conditions.

12. Billing & Rates

- 12.1. You will be billed either as a pre-paid customer or monthly invoice as decided by us based on the Service you subscribe to and your credit status.
- 12.2. Call Charges are calculated on a per minute basis, with a minimum charge of 2p per call. The latest Rates will be available on: <http://www.genzeevoice.com>
- 12.3. While you may be able to view up to date information on your usage, the charges may be adjusted on your monthly bill based on billing information we receive from our suppliers.
- 12.4. Our call charges may change from time to time and the latest rates will be available on our Website.
- 12.5. While we endeavour to ensure that our Rates tables contain accurate information, we cannot guarantee its accuracy and may be different from your monthly bill. It may also be possible to phone other destinations not covered in our Rates table (such as Premium rate numbers) and these will be billed accordingly.
- 12.6. Charges will be calculated by reference to the data recorded by Us or on Our behalf and not by reference to data logged or recorded by any other party.
- 12.7. Premium rate numbers will be subject to a surcharge.

13. Payment

- 13.1. You must pay the fees (together with VAT and any applicable taxes) specified on our Website when you order Goods or order or renew any Services.
- 13.2. Payment for Goods and Service must be made by Credit and Debit Card. All other payment methods may be rejected or subject to a manual payment transaction fee as set out in our Charges Schedule below
- 13.3. Payment must be made by the due date on your invoice which is typically 14 days from the date of invoice.
- 13.4. Payment must be made without deduction or set-off.
- 13.5. All fees are non refundable unless otherwise stated.
- 13.6. Invoices overdue for more than 30 days may be result in Service suspension without notice.
- 13.7. All fees remain payable where we suspend the Services in accordance with these Conditions.
- 13.8. You will also be liable for any rental charges that may have been accrued during the suspension of your account.
- 13.9. We may impose a credit limit on your account and/or require a deposit as security for paying bills.
- 13.10. Prepaid accounts will need to be topped up and in a positive balance in order to make calls. It is also important to note that calls will be cut off once your balance reaches £0.
- 13.11. Prepaid accounts may be terminated if the balance is less than £1.00p for more than three months.
- 13.12. Prepaid accounts may be terminated if no outgoing calls are made, or the balance is topped up for 12 months.

14. Duration and termination

- 14.1. Unless otherwise specified, there is no minimum contract period attached to our Services.
- 14.2. The following Products and Services will have a minimum contract period of 12 Months:
 - 14.2.1. Number Porting

14.2.2. ADSL Services

14.2.3. Analogue and ISDN lines

- 14.3. Subject to clause 14.2, either party may terminate this agreement (as regards some or all of the Services) at any time for any reason by giving to the other 30 days written notice.
- 14.4. We may in some cases accept shorter notice period from you for termination of your service(s) on a case by case basis and at our sole discretion.
- 14.5. We may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice:
- 14.5.1. if you breach any the terms and obligations under these Conditions and, if remediable, having received from us a written notice stating the intention to terminate these conditions if not remedied, fail to remedy the breach within 14 days;
 - 14.5.2. if you are subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal or you enter into any arrangement or composition with your or for your creditors or a receiver or liquidator or trustee in bankruptcy is appointed over you or any of your assets or any similar circumstances; or
 - 14.5.3. if we are required to do so by a competent or regulatory authority; or
 - 14.5.4. if we suspect your account is being used to engage in unlawful activities
- 14.6. On termination of this agreement or suspension of Services for any reason:
- 14.6.1. we will immediately stop supplying, and will terminate access to, the relevant Services. This may involve irretrievable loss of Numbers allocated.
 - 14.6.2. all licenses granted by us to you will terminate;
 - 14.6.3. any fees due remain payable and, if already paid, will be non-refundable.
 - 14.6.4. your accrued rights and liabilities will be unaffected.

15. Confidentiality

- 15.1. We both agree not to use for any purpose apart from this agreement or disclose any Confidential Data received from the other party. "Confidential Data" means Data identified as, or which clearly is, confidential.
- 15.2. This clause does not apply to Information which:
- 15.2.1. enters the public domain other than through breach of this clause;
 - 15.2.2. is or becomes independently known to the receiving party free from any confidentiality restriction;
 - 15.2.3. is required to be disclosed by applicable law or competent authority;
 - 15.2.4. is reasonably disclosed to employees, suppliers or others for the proper performance of these Conditions;
 - 15.2.5. is reasonably disclosed to professional advisers; or
 - 15.2.6. we are otherwise permitted to disclose in accordance with these Conditions.

16. Notices

- 16.1. You should send any notices under these Conditions to the email address given at the top of these Conditions.
- 16.2. We shall send any notices in accordance with the most recent contact information which you have provided to us.
- 16.3. Notices shall be deemed to be received:
- 16.3.1. By email - on the day sent unless the contrary is proved.

17. General

- 17.1. These Conditions represent the entire agreement of the parties relating to its subject matter. It supersedes all prior agreements and representations. We are not bound by, nor should you rely on, any oral representations or representations by any agent or employee of any third party you may use to apply for our Services.

- 17.2. If any part of these Conditions is deemed void for any reason, the offending words shall be deemed deleted and the remainder shall continue in full force.
- 17.3. You may not assign these Conditions or subcontract or resell any of the Services without our prior written consent. We may assign these Conditions or subcontract any of the Services.
- 17.4. We shall not be liable for failure to perform or delay in performing any obligation under these Conditions if the failure or delay is caused by any circumstances beyond our reasonable control, including but not limited to failure of any communications, telecommunications or computer system.
- 17.5. No firm, person or company which is not a party to these Conditions shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any provision of these Conditions.
- 17.6. The failure to exercise or delay in exercising a right or remedy under these Conditions shall not constitute a waiver of the right or remedy.
- 17.7. Nothing in these Conditions shall be construed as creating a partnership or joint venture of any kind between us.

18. Choice of law

- 18.1. This agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England & Wales.

SCHEDULE A - Inclusive Call Packages

The following Terms & Conditions apply in addition to our standard Terms & Conditions

1. Service Description
 - 1.1. Services included under this heading includes inclusive call packages as agreed between both parties from time to time
2. Unless otherwise agreed, all call packages will be subject to a minimum term of 12 months, after which 30 days notice can be given to cancel the package
3. Unless otherwise agreed, Acceptable use of the inclusive call packages are:
 - 3.1. Monthly charges are per user or single channel.
 - 3.2. The monthly limit to be considered normal use would be 5,000 minutes per user per month
 - 3.3. No automated diallers / scripts are allowed to be used

SCHEDULE B - 0844 Numbers

The following Terms & Conditions apply in addition to our standard Terms & Conditions

1. Service Description
 - 1.1. Services included under this heading includes all services sold by Us via any of our Websites, or by telephone, that consists or is advertised as being an offering of 0844 or 0843 numbers whereby calls are forwarded to a UK Landline number at no cost to You.
2. Numbers, Allocation and Restrictions
 - 2.1. Numbers allocated may be a 0844 or 0843 prefixed number.
 - 2.2. Numbers that do not receive any incoming calls for a 3 month period may be released and recycled. You may not be able to regain the number once it has been released.
 - 2.3. Only Calls Forwarded to UK Geographical Numbers are allowed. If you require forwarding to a destination other than a UK Geographical Number then you will need to order our Number Forwarding Service from our website at <http://www.genzeevoice.com>

3. Fees & Charges

- 3.1. No charge is made to You for the delivery of this service.
- 3.2. Callers may be charged up to 5p / minute for calls made to these numbers from a BT line. Other networks may vary.
- 3.3. You are not entitled to any revenue share on these numbers

SCHEDULE C - OUTPAYMENTS / REVENUE SHARES

Where a revenue share or outpayment is offered on certain number ranges, the following will apply in addition to our normal Terms and Conditions.

1. We will provide you with a report at the start of each month for the preceding month's traffic. You will then need to submit an invoice to us by email to: accounts@genzee.co.uk .
2. Payments are made 45 days after month end provided that:
 - a. You submitted an acceptable invoice for the amount based on the reports we have sent to you, and
 - b. Payment has been received from BT
3. If you have used to service in breach of our terms & conditions, or to commit fraud or any unlawful act, or we have reason to suspect that the service has been used to commit fraud or any unlawful act, or used in breach of any Ofcom, PhonePayPlus or relevant regulatory body, or BT withhold payment to us for any reason, then
 - a. We reserve the right to withhold payment to you, and
 - b. You will be liable for any fines, penalties, costs or loss we suffer as a result, and
 - c. If you wish to contest our decision to enforce this clause, it will be your responsibility to provide proof that the service was used in accordance to our terms & conditions and UK law
4. We reserve the right to make amendments to reports issued retrospectively should a mistake be identified in the reports issued to you.
5. Outpayments on 0844/0843 numbers will only apply if:
 - Calls originated from inside the UK, and
 - Calls are forwarded to a UK landline or terminated on a VoIP device connected to our platform, and
 - Qualifying Call volumes exceed 4,000 minutes
 - Subject to any other terms & conditions made at the point of sale

SCHEDULE D - ADSL SERVICES

The following apply in addition to our standard Terms & Conditions:

1. Broadband Services

- 1.1. The Broadband Services to which these Terms and Conditions relate provides you with high-speed access to the Internet as described at <http://www.genzeevoice.com>
- 1.2. The Broadband Services will be provided to you at the premises specified by You at the time of the order.
- 1.3. Quoted speeds for each product refer to the maximum available download or upload speeds. The actual Broadband Speed received may vary depending on distance from exchange, line quality and devices connected.
- 1.4. Use of our Broadband Services constitute acceptance of the Fair Usage Policy
- 1.5. Broadband Services are inherently depended on availability, successful line test and survey and successful activation. It is therefore not possible to guarantee products quoted will be available to you as described. If anything prevents us from delivering the Broadband Service we will notify you as soon as possible.
- 1.6. Due to the nature of Broadband services and the reliance on third parties such as BT, no guarantees can be made on the installation dates, fault repairs and

2. Term of Agreement

- 2.1. All Broadband Services are subject to a 12 month minimum term and 90 days notice period