

SUMMARY OF VOICEFLEX PORTAL TERMS AND CONDITIONS

This document summarises the key terms of [Voiceflex's Portal Terms and Conditions](#) ("Portal Ts&Cs"). Please note that this document does not replace or vary the Portal Ts&Cs, has no contractual or legal effect, and must not be relied on in substitution of the Portal Ts&Cs themselves.

Introduction

When you place an order to purchase services from Voiceflex, you agree that the Portal Ts&Cs are incorporated into and form part of your contract with Voiceflex.

The Portal Ts&Cs are structured as follows:

- Clauses 1 – 25 set out the service delivery, commercial, termination, legal and other terms which apply to all services that you purchase.
- Schedules 1 – 4 set out the additional terms which apply if you purchase Telavox, Trustd, SIP services or Stitch.
- The Data Processing Addendum (or 'DPA') sets out the terms on which Voiceflex processes any personal information that you provide to Voiceflex as part of the Telavox, Trustd, SIP or Stitch services. Having a DPA is a legal requirement under UK data protection law.

Service delivery terms

- Voiceflex provides you with the services from the contract start date stated in the order and uses reasonable endeavours to meet the service levels set out in the [Voiceflex SLA](#) (clause 2.1). Voiceflex delivers any equipment in accordance with the contract, with ownership passing to you following payment (clauses 3.1, 3.3).
- You agree to use the services in accordance with the [Voiceflex AUP](#), to arrange for all necessary permissions, licences, waivers, consents, registrations and approvals, and to provide a safe working environment at your site (clauses 4.1, 5.1, 5.3).

Commercial terms

- You agree to pay for all services monthly in advance, except for variable usage charges which are payable monthly in arrears. If you purchase any equipment you agree to pay for this on the contract start date stated in the order (clause 6.1).
- Voiceflex will give at least 4 weeks' notice of any changes to its rate card (clause 2.3).
- Payment terms are 30 days, and payment must be made by direct debit or, subject to an admin charge, by bank transfer. Interest is payable on late payments at 8% above Bank of England base rate (clauses 6.2, 6.3, 6.6).
- If you want to dispute any charges you must do so within 30 days of the invoice date (clause 6.5).
- Any bespoke pricing included in your contract will continue until the end of the minimum commitment period, following which Voiceflex's standard rate card will apply (clause 6.7)

Contract duration and termination terms

- Your contract with Voiceflex has a minimum commitment period. After the end of the minimum commitment period you or Voiceflex may terminate the contract by giving the minimum termination notice period. The lengths of the minimum commitment period and the minimum termination notice period depend on the services that you have bought, and are set out [here](#) (clause 10.1). If you want to terminate the contract before the end of the minimum

commitment period you must pay a termination charge which is the total of all fixed charges plus 60% of any variable usage charges that you would have paid until the end of the minimum commitment period (clauses 10.2, 11.1).

- Either you or Voiceflex can terminate the contract if the other is in material breach and fails to fix the breach within 14 days (or, in the case of your non-payment of charges, 7 days). The contract may also be terminated by either party if the other is subject to an insolvency-related event, has provided false information or is suspected of fraud or other criminal activity (clause 10.3).

Legal terms

- **Warranties:** Voiceflex warrants that the services are provided in accordance with all applicable laws, and do not infringe the IP of any third party (clauses 8.2, 8.3). You warrant that the content that you use, transmit or store as part of the services does not infringe any applicable laws or third party IP (clause 8.4).
- **Liability:** Except for those types of liability that may not legally be excluded or limited (e.g. death, personal injury and fraud), liability for wilful misconduct and your liability to pay the charges, liability under the contract is capped at the value of the contract (or, if higher, £25,000). Neither you nor Voiceflex is liable for certain types of loss, such as loss of profits, loss of business, or indirect or consequential losses (clauses 9.2, 9.3).
- **IP:** Where Voiceflex provides you with any software as part of the services, Voiceflex grants you a non-exclusive, non-transferable licence to use the software (clause 12.2). You acknowledge that Voiceflex is the owner or licensor of the IP in all Domain Names, Internet Addresses, PSTN Telephone Numbers, Passwords and User Names that are provided as part of the services (clause 12.5).
- **Confidentiality:** Voiceflex and you agree to keep confidential any information provided by the other which is of a confidential nature, and to ensure that its and your employees, agents and subcontractors are subject to equivalent confidentiality obligations. These confidentiality obligations continue after the end of the contract (clause 13).
- **Force Majeure:** Neither Voiceflex nor you is responsible for any breach of the contract caused by an event beyond its or your reasonable control. If the relevant event continues for more than 90 days, either Voiceflex or you may terminate the contract (clause 14).
- **Disputes:** Any dispute in connection with the contract must first be referred to Voiceflex's and your representatives for resolution. If the representatives fail to do within 30 days, the dispute is referred to the parties' CEOs/MDs. If they fail to resolve the dispute within a further 30-day period, the dispute must be resolved in accordance with the [CEDR ADR Service](#) (clause 15).
- **Governing law:** The contract is governed by English law, and you and Voiceflex agree that the English courts have jurisdiction.

Schedules 1 – 4 (Telavox, Trustd, SIP and Stitch Services)

- **Services:** Each Schedule includes a description of the relevant services, i.e. Telavox, Trustd, SIP or Stitch, and confirm any restrictions, licensing or other requirements specific to the services.
- **DPA:** Each Schedule confirms that Voiceflex and you must comply with its and your obligations under the DPA.
- **Termination:** Because the provision of each of the Services is dependent on Voiceflex's supplier, each Schedule sets out Voiceflex's additional termination rights.