

# BYZZ+ TERMS AND CONDITIONS

## Background

These Terms and Conditions set out the terms under which all of Our Services including Custom Project Services and Paid Subscription Services, accessed via Subscriptions, is sold by Us to business Clients through this website, [www.byzzplus.com](http://www.byzzplus.com) ("Our Site").

Our Site, [www.byzzplus.com](http://www.byzzplus.com), is owned and operated by Byzz Plus Limited, a limited company registered in England under 12794958, whose registered address is Suite 106, Dragon Hub, 5A New Road Avenue, Chatham, ME4 6BB and whose main trading address is Suite 106, Dragon Hub, 5A New Road Avenue, Chatham, ME4 6BB ("the Company", "We", "Us", "Our").

Please read these Terms and Conditions carefully and ensure that you understand them before purchasing a Subscription Service or Project Service.

You will be required to read and accept these Terms and Conditions when ordering a Subscription Service or Project Service. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to purchase a Subscription and access Paid Subscription Services, or Purchase a Project Service from Us.

These Terms and Conditions, as well as any and all Contracts are in the English language only.

## 1. Definitions and Interpretation

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

"Contract" means a contract for the purchase of a Subscription to access Paid Subscription Services, as explained in Clause 6;

"You / Your / Yours / Client / Customer" means the company or entity entering into a contract for the provision of services by Byzz Plus Limited (us);

"Data Protection Legislation" means all legislation in force in the UK from time to time relating to data protection and privacy including, but not limited to, the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and any other directly applicable EU regulation relating to data protection and privacy (for as long as, and to the extent that, EU law has legal effect in the UK) and any successor legislation relating to data protection and privacy;

"Normal Support Hours" from Monday through to Friday and from 0900 to 1730 (excluding national holidays);

"Project Acceptance Retests" means the retests to be carried out in the event of Defects;

"Project Acceptance Tests" means the tests to be carried out on the Project as set out in the Project Specification;

"Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;

"Client Materials" means any and all content provided by the Client to the Developer for incorporation into the Project;

"Project Commencement Date" means the date as set out in the Project Specification, adjusted accordingly for the date of client acceptance of the project;

"Project Defect Report" means a report of Defects compiled by the Developer;

"Project Defect" means any failure in the Project that causes it to fail any part of the Acceptance Tests;

"Developer Materials" means any and all content provided or created by the Developer for incorporation into the Project;

"Non-Developer Defect" means any failure in the Project that causes it to fail any part of the Acceptance Tests that has been caused by an act or omission of the Client, or by any other party associated with the Client for whom the Developer has no responsibility;

"Project Fees" means the sums to be paid by the Client to the Developer for the Developer's Services, as agreed by the Parties, as set out in the Project Proposal;

"Project Manager" means a Project Manager appointed by either Party;

"Project Milestone" means one of multiple phases that the design and development of the Project shall be divided into, as set out in the Project Specification;

"Project Specification" means a document setting out in detail the work which the Client requires the Developer to perform, provided following acceptance of the Project Proposal;

"Project Proposal" means a document setting out an overview of the Client requirements, along with Developer recommendations and pricing schedules and information;

"Keyword Report" means a report detailing our SEO recommendations for keywords to be included in your Website and additional keyword campaigns;

"Required Information" means the information which the Client must supply to Us to enable Us to carry out the SEO Services as per these Terms and Conditions;

"SEO Services" means the SEO services to be provided by Us to the Client in accordance with these terms and conditions;

"Website SEO" means the application of the SEO services to the Client Website including, but not limited to, the editing of the Client Website or the preparation of reports and other materials necessary to enable the Client or a third party to edit the Client Website in accordance with the Consultant's recommendations;

"Consultant Staff" means any person(s) with suitable skill and experience nominated by Us from time to time.

"Confidential Information" means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with these Terms and Conditions (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

"Paid Subscription Services" means the digital services sold by Us through Our Site;

"Subscription" means a subscription to Our Site providing access to Paid Subscription Services;

"Subscription Confirmation" means Our acceptance and confirmation of your purchase of a Subscription;

"Subscription ID" means the reference number for your Subscription; and

## 2. Information About Us

2.1 Our VAT number is GB358146090.

## 3. Access to and Use of Our Site

3.1 Access to Our public facing Site is free of charge.

3.2 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

## 4. The Agreement

4.1 These Terms and Conditions apply to business Clients only. These Terms and Conditions do not apply to individual consumers purchasing Paid Subscription Services for personal use (that is, not in connection with, or for use in, their trade, business, craft, or profession).

4.2 These Terms and Conditions constitute the entire agreement between Us and you with respect to your purchase of Services, Subscriptions and Paid Subscription Services from Us. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in these Terms and Conditions and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

## 5. Pricing and Availability

5.1 We may from time to time change Our prices. Changes in price will not affect any Subscription that you have already purchased but will apply to any subsequent renewal or new Subscription. We will inform you of any change in price at least 28 days before the change is due to take effect. If you do not agree to such a change, you may cancel the Contract as described in sub-Clause 11.1.

5.2 Minor changes may, from time to time, be made to certain Paid Subscription Services, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Subscription Services and should not normally affect your use of that Paid Subscription Services. However, if any change is made that would affect your use of the Paid Subscription Services, suitable information will be provided to you.

5.3 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Subscription Services. If We do so, We will inform you at least 28 days before the changes are due to take effect. If you do not agree to the changes, you may cancel the Contract as described in sub-Clause 11.1.

5.4 Where any updates are made to Paid Subscription Services, that Paid Subscription Services will continue to match Our description of it as provided to you before you purchased your Subscription to access the Paid Subscription Services. Please note that this does not prevent Us from enhancing the Paid Subscription Services, thereby going beyond the original description.

5.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed (please note sub-Clause 5.9 regarding VAT, however).

5.6 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, We will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Subscription at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If We do not receive a response from you within 14 days, We will treat your order as cancelled and notify you of this in writing.

5.7 If We discover an error in the price or description of your Subscription after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 11.4.

5.8 If the price of a Subscription that you have ordered changes between your order being placed and Us processing that order and taking payment, you will be charged the price shown on Our Site at the time of placing your order. Subsequent Subscriptions will be charged at the new price.

5.9 Prices for Project Services are shown excluding VAT at all times, whereas Subscription Prices on Our Site are shown both exclusive of and inclusive of VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

## 6. Orders and Contracts

6.1 Our Site will guide you through the process of purchasing a Subscription or Service. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.

6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Subscription Services that results from you providing incorrect or incomplete information.

6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending you a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding Contract between Us and you.

6.4 Subscription Confirmations shall contain the following information:

- 6.4.1 Your Subscription ID;
- 6.4.2 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Paid Subscription Services available as part of it;
- 6.4.3 Fully itemised pricing for your Subscription including, where appropriate, taxes, and other additional charges;
- 6.4.4 The duration of your Subscription (including the start date, and the renewal date);
- 6.4.5 The total term of your subscription and subsequent contract with us.

6.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you.

6.6 Some services are provided under a minimum term agreement. Where this is the case, it will be clearly shown on any materials and orders relating to the subscription.

6.7 Any refunds due under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.

6.8 Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Subscription.

## 7. Payment and Billing

7.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when We process your order and send you a Subscription Confirmation and on each renewal date.

7.2 For Project Services, The Client shall pay to the Developer the Project Fees, calculated in accordance with the Project Specification, within 7 days of receipt of the Developer's invoice for the same.

7.3 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).

7.4 We accept the following methods of payment on Our Site:

- 7.4.1 Credit Card;
- 7.4.2 Debit Card;
- 7.4.3 Direct Debit Payment;
- 7.4.4 Direct Bank Transfer;

7.5 Where payment is made via bank transfer, or non-auto-renewing payment service, a fee of £25+VAT will become due in addition to the subscription or contract amount for the processing of the payments each renewal period.

7.6 If you do not make any payment due to Us on time, We will suspend your access to the Paid Subscription Services or in the case of Project Services, without prejudice to the Developer's other rights and remedies, the Client shall pay interest on the overdue sum from the due date for payment until the payment of that overdue sum, whether before or after judgment. For more information, please refer to sub-Clause 8.4. If you do not make payment within 7 days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.

7.7 If You elect to pay for your services via Direct Debit, you will be notified at least 3 days prior to any payment being taken from your account. If You would like to change payment dates or amend any payment details You must contact Us by telephone or email pursuant to clause 18 at least 3 business days before payment is due.

7.8 If the You fail to make any payment due to Us on or by the due date for payment, then, without prejudice to Our other rights and remedies (including, but not limited to those under Clause 14), You shall pay interest on the overdue sum from the due date for payment until the payment of that overdue sum, whether before or after judgment.

7.9 Interest under sub-Clause 7.7 shall accrue daily at the rate of 8% per annum above the Bank of England's base rate from time to time, and at 8% per annum for any period when that base rate is below 0%.

7.10 Usage based billing for subscriptions provides a detailed bill for services used in the previous billing period and are added to following subscription invoice for payment.

7.11 If you believe that We have charged you an incorrect amount, please contact Us at [billing@byzzplus.com](mailto:billing@byzzplus.com) as soon as reasonably possible to let Us know. You will not be charged for Paid Subscription Services while availability is suspended.

## 8. Provision of Services

8.1 Paid Subscription Services appropriate to your Subscription will be available to you immediately when We send you a Subscription Confirmation and will continue to be available for the duration of your Subscription (including any renewals), or until the Contract is otherwise ended.

8.2 In some limited circumstances, We may need to suspend the provision of Paid Subscription Services (in full or in part) for one or more of the following reasons:

- 8.2.1 To fix technical problems or to make necessary minor technical changes, as described above in sub-Clause 5.2;
- 8.2.2 To update the Paid Subscription Services to comply with relevant changes in the law or other regulatory requirements, as described above in sub-Clause 5.2; or
- 8.2.3 To make more significant changes to the Paid Subscription Services, as described above in sub-Clause 5.3.

8.3 If We need to suspend availability of the Paid Subscription Services for any of the reasons set out in sub-Clause 8.2, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Subscription Services, in which case We will inform you as soon as reasonably possible after suspension). If the suspension lasts (or We tell you that it is going to last) for more than 10 business days, you may end the Contract as described below in sub-Clause 11.2.

8.4 We may suspend provision of the Paid Subscription Services if We do not receive payment on time from you. We will inform you of the non-payment on the due date, however if you do not make payment within 7 days of Our notice, We may suspend provision of the Paid Subscription Services until We have received all outstanding sums due from you. If We do suspend provision of the Paid Subscription Services, We will inform you of the suspension. You will not be charged for any Paid Subscription Services while provision is suspended.

8.5 Where services are measured by KPIs such as SEO services and Marketing, a full report will be made available from within the client dashboard each reporting period.

8.6 Subject to sub-Clause 8.7, these Terms and Conditions are personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge), sub-licence, or otherwise delegate any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

8.7 We shall be entitled to perform any of the obligations undertaken through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of these Terms and Conditions, be deemed to be an act or omission of the Us.

## 9. Licences and Intellectual Property Rights

9.1 When you purchase a Subscription to access Paid Subscription Services, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Subscription Services for commercial purposes. The licence granted to you does not give you any rights in Our Paid Subscription Services (including any material that We may licence from third parties).

9.2 Subject to the licence granted to Us under sub-Clause 9.1, you retain the ownership of copyright and other intellectual property rights in your User Content (subject to any third party rights in that User Content and the terms of any licence under which you use such Content).

9.3 All other Content included in Our Services (including all user-facing material, and all underlying material such as code, software, and databases) and the copyright and other intellectual property rights in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

9.4 By accepting these Terms of Service, you hereby undertake:

9.4.1 Not to copy, download or otherwise attempt to acquire any part of Our Services;

9.4.2 Not to disassemble, decompile or otherwise reverse engineer Our Services;

9.4.3 Not to allow or facilitate any use of Our Services that would constitute a breach of these Terms of Service; and

9.4.4 Not to embed or otherwise distribute Our Services on any website, ftp server or similar.

9.5 The Client warrants that they have the right to use all Client Materials supplied by them to us and that, where applicable, all necessary permissions and rights have been obtained. The Client (or the applicable licensors, as appropriate) shall retain ownership of all Client Materials and all Intellectual Property Rights subsisting therein at all times.

9.6 We warrant that we have the right to use all Developer Materials supplied by us as part of the Project, where applicable, all necessary permissions and rights have been obtained.

9.7 For Project Services, We shall retain ownership of all Intellectual Property Rights subsisting in the Project until the Project Fees are paid in full by the Client. Upon receipt by the Developer of all sums due, the Developer shall assign the ownership of the same to the Client immediately, and the Parties shall execute all documents necessary to give effect to that assignment.

## 10. Ending Your Subscription or Contract (Cancellation)

10.1 You may cancel your Subscription at any time by giving not less than 30 days' notice, however subject to Clause 11 (outlining your rights to cancel arising due to something done by Us), We cannot offer any refunds and you will continue to have access to the Paid Subscription Services for the remainder of your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.

10.2 If your subscription service is restricted by a minimum term, and you choose to cancel your subscription within this period, you will be required to pay a cancellation fee equal to the remaining amounts due for the remainder of the minimum term of the contract.

10.3 If you wish to exercise your right to cancel under this Clause 10, you may inform Us of your cancellation in any way you wish, however for your convenience We offer a cancellation link within your dashboard a link for which will be included with the Subscription Confirmation. Cancellation by email or by post is effective from the date on which you send Us your message. If you would prefer to contact Us directly to cancel, please use the following details:

10.3.1 Telephone: 0330 229 0716;

10.3.2 Email: support@byzzplus.com;

In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.

10.4 Domains registered under your account may be transferred subject to an administration fee of £20+VAT payable in advance.

10.5 All external domain transfer fees payable to third parties will be payable by the client.

10.6 For each successful porting of virtual numbers, a fee of £10 per number is payable to facilitate the transition.

10.7 If a porting request fails because of incorrect information provided by you, a fee of £30

## 11. Ending the Contract Because of Something We Have Done (or Will Do)

11.1 You may end the Contract at any time if We have informed you of a forthcoming change to your Subscription or the Paid Subscription Services (as described in sub-Clauses 5.1 or 5.3), or to these Terms and Conditions that you do not agree to. If the change is set to take effect or apply to you before the end of your current Subscription, We will issue you with a pro-rated refund equal to the remaining time left in that Subscription. If the change will not take effect or apply to you until the expiry of your current Subscription, the Contract will end at the end of that Subscription period and you will continue to have access to the Paid Subscription Services until that date.

11.2 If We have suspended availability of the Paid Subscription Services for more than 14 days, or We have informed you that We are going to suspend availability for more than 14 days, you may end the Contract immediately, as described in sub-Clause 8.3. If you end the Contract for this reason, We will issue you with a partial refund.

11.3 If availability of the Paid Subscription Services will be significantly delayed because of events outside of Our control, you may end the Contract immediately. See sub-Clause 13.2.6 for more information. If you end the Contract for this reason, We will not issue you with a refund.

11.4 If We inform you of an error in the price or description of your Subscription or the Paid Subscription Services and you wish to end the Contract as a result, you may end it immediately. If you end the Contract for this reason, We will issue you with a partial refund.

11.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.

11.6 If you wish to exercise your right to cancel under this Clause 11, you may inform Us of your cancellation in any way you wish, however for your convenience We offer a cancellation link within your dashboard a link for which will be included with the Subscription Confirmation. Cancellation by email or by post is effective from the date on which you send Us your message. If you would prefer to contact Us directly to cancel, please use the following details:

11.6.1 Telephone: 0330 229 0716;

11.6.2 Email: support@byzzplus.com;

In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.

11.7 Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.

11.8 Refunds under this Clause 11 will be made using the same payment method that you used when purchasing your Subscription.

## 12. Termination of Project Services

12.1 Without prejudice to any other rights or remedies which may be available to it, either Party may terminate these Terms and Conditions with immediate effect by written notice to the other Party if:

12.1.1 any sum owing to that Party by the other Party under any of the provisions of these Terms and Conditions is not paid within 15 Business Days of the due date for payment;

12.1.2 the other Party commits any other material breach of any of the provisions of these Terms and Conditions and, if the breach is capable of remedy, fails to remedy it within 10 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

12.1.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

12.1.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

12.1.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction);

12.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

12.1.7 that other Party ceases, or threatens to cease, to carry on business; or

12.1.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of these Terms and Conditions. For the purposes of this Clause 12, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

12.2 The termination or expiry of these Terms and Conditions shall be without prejudice to any rights, remedies, obligations, or liabilities which have already accrued to either of the Parties under these Terms and Conditions.

12.3 On the termination or expiry of these Terms and Conditions:

12.3.1 all licences granted to the Developer by the Client under these Terms and Conditions shall terminate immediately;

12.3.2 the Developer shall return all Client Site Materials and any and all copies of the Project Specification in its possession to the Client without undue delay;

12.3.3 any provision of these Terms and Conditions that either expressly or impliedly survives the expiry termination of these Terms and Conditions shall remain in full force and effect.

### 13. Client Obligations

13.1 The Client agrees to take reasonable steps to ensure that they do not disrupt or interfere with other users of our Services or of our Network.

13.2 The Client shall obtain and manage any required licences related to the use of the Services, including by not limited to, any licences required for audio files which are uploaded to the system for music on hold or any other purpose.

13.3 The Client shall not, and shall ensure that its end users do not, use any Service:

13.3.1 for the transmission of material which is unlawful, abusive, harmful, threatening, defamatory, pornographic or which in any way infringes intellectual property rights, or which may cause offence in any way;

13.3.2 in a way that does not comply with the terms of any legislation, code of practice, regulations, or licence, or which causes us to breach any legislation, code of practice, regulations, or licence;

13.3.3 in a way that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;

13.3.4 in a way that constitutes artificial inflation of traffic (as set out in Annex E of BT's Network Charge Control Standard Interconnect Agreement);

13.3.5 in a way that could, in our reasonable opinion, materially affect the quality or operation of any networks or services provided by us or any third party;

13.3.6 in a way that causes annoyance to the receiver, is a hoax call, or is of an offensive, spiteful, abusive, indecent, defamatory, obscene, or menacing nature;

13.3.7 in a way which is inconsistent with privacy or data protections laws, or laws relating to direct marketing;

13.3.8 to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights of others;

13.3.9 to obtain access, through whatever means, to restricted areas of the Network; or

13.3.10 in a way which could, in our reasonable opinion, bring our name, or the name of any third party, into disrepute.

13.4 The Client shall:

13.4.1 Behave at all times in a polite and professional manner towards us and our staff;

13.4.2 Maintain such disaster recovery and resiliency plans as it considers appropriate;

13.4.3 Not sell, deal, transfer, or otherwise make available the Service to any third party for any purposes except if appointed a Wholesale Client;

13.4.4 Ensure that all equipment, including Authorised Terminals, which is used in conjunction with the Service conforms to all relevant standards or approvals; and

13.4.5 Comply with all applicable law.

13.5 We may carry out such investigations, and suspend all or part of the Services or these Terms and Conditions, as we deem necessary in the event of:

13.5.1 any potential or apparent breach of these Terms and Conditions; or

13.5.2 any activity which we consider to be suspicious.

13.6 Any breach of this clause shall be a material breach of these Terms and Conditions, which entitles us to suspend or terminate all or part of these Terms and Conditions.

13.7 The Client shall provide the Company with any information it requires to operate the service including, but not limited to:

13.7.1 physical address information for any Incoming Number allocated to the Client;

13.7.2 details of the network which the Client's Authorised Terminals will be connected; and

13.7.3 all information required to port numbers from other providers (if requested).

13.8 The Client shall, at its own expense, provide any equipment required to connect any Service. The Company may offer to supply such equipment, at the Client's expense, if requested to do so by the Client.

13.9 The Client agrees to participate, as requested by the Company, in any testing procedures and to provide a secure and safe environment for any of our employees, agents or subcontractors working on your premises for installation, testing or maintenance of the Service.

13.10 The Client shall only use the Service in accordance with these Terms and Conditions, and in accordance with our reasonable instructions, guidelines and directions.

13.11 The Client shall promptly, at the Our request, provide the Us with any and all information, data, documentation, and Client Materials that We reasonably require in order to perform our obligations under any Project Specification.

13.12 The Client shall be fully responsible for the Client Materials and for the content, accuracy, and completeness thereof and shall indemnify Us against any and all damages, losses, and expenses arising as a result of any claims or proceedings on the grounds that the Client Materials contain any material that is unlawful or otherwise offensive (including, but not limited to, material that is obscene, offensive, defamatory, threatening, incites violence, or that breaches the Intellectual Property Rights of any third party).

13.13 The Client hereby acknowledges that the Developer's ability to perform its obligations under this Agreement including, but not limited to, the design and development of the Website and the development of Toolkit in accordance with the Project Specification, is dependent on the Client's full and timely cooperation and the Client hereby agrees to provide the same.

13.14 The Client hereby acknowledges that Our ability to perform our obligations under any Agreement including, but not limited to, the design and development of Project Services in accordance with the Project Specification, is dependent on the Client's full and timely cooperation and the Client hereby agrees to provide the same.

### 14. Confidentiality

14.1 Each Party undertakes that, except as provided by sub-Clause 14.2 or as authorised in writing by the other Party, it shall, at all times during the term of any agreement and for 3 years after its termination or expiry:

14.1.1 keep confidential all Confidential Information;

14.1.2 not disclose any Confidential Information to any other party;

14.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to any agreement or contract;

14.1.4 not make any copies of, record in any way, or part with possession of any Confidential Information; and

14.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 14.1.1 to 14.1.4 above.

14.2 Either Party may:

14.2.1 disclose any Confidential Information to:

a) any sub-contractor or supplier of that Party;

b) any governmental or other authority or regulatory body; or

c) any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions (including, but not limited to, the design and development of certain projects), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 14.2.1(b) or any employee or officer of any such body) obtain and submit to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 14, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

14.2.2 use any Confidential Information for any other purpose, or disclose it to any other person, to the extent only that it is at the date of any Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

14.3 The provisions of this Clause 14 shall continue in force in accordance with their terms indefinitely, notwithstanding the termination of these Terms and Conditions for any reason.

## 15. Our Liability

15.1 Subject to sub-Clause 15.3, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.

15.2 Subject to sub-Clause 15.3, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be either £100 or 10% of the total sums paid by you under the contract in question, whichever is the greater sum.

15.3 We exercise all reasonable skill and care to ensure that Our Services are free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Services (including the downloading of any Content (including User Content) from it) or any other website or service that We may provide a link to.

15.4 Nothing in these Terms and Conditions seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

## 16. Events Outside of Our Control (Force Majeure)

16.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

16.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

- 16.2.1 We will inform you as soon as is reasonably possible;
- 16.2.2 We will take all reasonable steps to minimise the delay;
- 16.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms and Conditions (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 16.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Paid Subscription Services as necessary;
- 16.2.5 If the event outside of Our control continues for more than 28 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription;
- 16.2.6 If an event outside of Our control occurs and continues for more than 28 days and you wish to cancel the Contract as a result, you may do so in any way you wish, however for your convenience We offer a cancellation link within your dashboard a link for which will be included with the Subscription Confirmation. Cancellation by email or by post is effective from the date on which you send Us your message. If you would prefer to contact Us directly to cancel, please use the following details:

Telephone: 0330 229 0716;

Email: support@byzzplus.com;

In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription.

## 17. Acceptable Usage Policy

17.1 You may only use Our Services in a manner that is lawful and that complies with the provisions of these Terms and Conditions. Specifically:

17.1.1 You must ensure that you comply fully with any and all applicable local, national and international laws and/or regulations;

17.1.2 You must not use Our Services in any way, or for any purpose, that is unlawful or fraudulent;

17.1.3 You must not use Our Services or your User Site(s) for unauthorised mass-communications, commonly referred to as "spam" or "junk mail";

17.1.4 You must not use Our Services to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software or any data of any kind; and

17.1.5 You must not use Our Services in any way, or for any purpose, that is intended to harm any person or persons in any way.

17.2 The following types of User Content and/or User Site are not permitted on Our Services and you must not create, submit, communicate, link to, or otherwise do anything that:

17.2.1 is obscene, deliberately offensive, hateful, or otherwise inflammatory;

17.2.2 promotes violence;

17.2.3 promotes or assists in any form of unlawful activity;

17.2.4 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

17.2.5 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

17.2.6 is calculated or otherwise likely to deceive;

17.2.7 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to;

17.2.8 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive (obvious parodies are not included within this definition provided that they do not fall within any of the other provisions of this sub-Clause 10.2);

17.2.9 implies any form of affiliation with Us where none exists;

17.2.10 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or

17.2.11 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

17.3 We reserve the right to suspend or terminate your Account, the availability of your User Site(s), and/or your access to Our Services if you materially breach the provisions of this Clause 10 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

17.3.1 Suspend, whether temporarily or permanently, your Account and/or your right to access Our Services (for more details regarding such cancellation, please refer to sub-Clause 15.9);

17.3.2 Remove any of your User Content and/or User Site(s) (or any part thereof) which violates this Acceptable Usage Policy;

17.3.3 Issue you with a written warning;

17.3.4 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

17.3.5 Take further legal action against you as appropriate;

17.3.6 Disclose such information to law enforcement authorities as required or as we deem reasonably necessary, and/or

17.3.7 Any other actions which We deem reasonably appropriate (and lawful).

17.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to, those set out above) that We may take in response to breaches of these Terms and Conditions.

## 18. Communication and Contact Details

18.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 0330 229 0716 or by email at support@byzzplus.com.

18.2 For matters relating the Paid Subscription Services or your Subscription, please contact Us by telephone at 0330 229 0716 or by email at billing@byzzplus.com.

18.3 For matters relating to cancellations, please contact Us by telephone at 0330 229 0716 or by email at support@byzzplus.com or refer to the relevant Clauses above.

## 19. Complaints and Feedback

19.1 We always welcome feedback from Our Clients and, whilst We always use all reasonable endeavours to ensure that your experience as a Client of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

19.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from our website.

19.3 If you wish to give Us feedback on any aspect of your dealings with Us, please contact Us in one of the following ways:

19.3.1 By email, addressed to the Complaints Manager at support@byzzplus.com;

19.3.2 Submitting a ticket through your dashboard;

19.3.3 By contacting Us by telephone on 0330 229 0716.

## 20. How We Use Your Personal Information (Data Protection)

20.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.

20.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy [www.byzzplus.com/privacy](http://www.byzzplus.com/privacy).

## 21. Website Maintenance Services

21.1 Error Correction

21.1.1 If the Client shall discover any error in the operation or presentation of the Web Site then the Client shall within 14 days after such discovery notify the Contractor in writing of the defect or error in question and provide the Contractor (so far as the Client is able) with a documented example of such defect or error.

21.1.2 Upon receipt of such notification from the Client the Contractor shall begin work on correcting such defect or error in accordance with the Performance Standards. If the Client requests support in an emergency the Contractor shall use all reasonable efforts to fulfil the request as quickly as possible.

21.1.3 The foregoing error correction service shall not include service in respect of:

21.1.3.1 defects or errors resulting from any modifications of the Web Site made by any person other than the Contractor;

21.1.3.2 incorrect use of the Web Site or error in the operation thereof on the part of the Client or its employees or agents;

21.1.3.3 errors resulting from faults in equipment or software other than that supplied to the Client by the Contractor.

21.1.4 The Contractor shall make an additional charge in accordance with its standard scale of

charges from time to time in force for any services provided by the Contractor:

21.1.5 at the request of the Client but which do not qualify under the aforesaid error correction service by virtue of an of the exclusions referred to in sub-clause 21.1.3 above;

21.1.6 at the request of the Client but which the Contractor considers on reasonable grounds not to be necessary.

21.1.7 For the avoidance of doubt nothing in this sub-clause shall impose any obligation on the Contractor to provide services in respect of any of the exclusions referred to in sub-clause 21.1.3 above.

## 21.2 Web Site Operation

21.2.1 During the continuance of this Agreement the Client shall:

21.2.1.1 ensure that the Web Site is accessed (to the extent necessary) on behalf of the Client by competent trained employees only or by persons under their supervision;

21.2.1.2 operate the Web Site in accordance with instructions and training provided by the Contractor in that regard from time to time;

21.2.1.3 keep full security copies of the Web Site and of the Client's databases and computer records in accordance with best computing practice;

21.2.1.4 not alter or modify the Web Site in any way whatever nor permit the Web Site to be amalgamated or used in combination with any other Internet Web Site;

21.2.1.5 not request, permit or authorise anyone other than the Contractor to provide any maintenance services in respect of the Web Site or the Web Site;

21.2.1.6 co-operate fully with the Client's personnel in the diagnosis of any error or defect in the Web Site;

21.2.1.7 provide such telecommunication facilities as are reasonably required by the Contractor for testing and diagnostic purposes, at the Client's expense;

## 22. Hosting Services

22.1 Provision of the Service shall commence on the date specified in Your Order.

22.2 If the commencement of the Service is delayed by more than 14 days from the date of Your Order, We shall contact You and shall give You the option of waiting for a further 4 days or receiving a full refund of any and all Fees paid. In the event of further delay, the process set out in this sub-Clause 18.2 shall be repeated.

22.3 We are under no obligation to provide any services that do not form a part of Your chosen Hosting Package unless You upgrade Your Hosting Package, where available, or unless both Parties enter into a separate written agreement for the provision of additional services.

22.4 We may, at Our sole discretion, alter, improve or otherwise modify the Service provided that any such change will not alter the Service received by You to Your material disadvantage (which would include, but not be limited to, the removal of features from Hosting Packages). You will be notified no later than 3 Business Days in advance of any planned changes and shall receive full details of any action required on Your part. No alterations to the Service will affect the Fee payable by You.

22.5 Notwithstanding the provisions of sub-Clause 18.4 We may take any action necessary to diagnose and/or rectify faults in the Hosting Hardware or Hosting Software without any prior notice to You. If such diagnosis or rectification results in an interruption to the provision of the Service, You will be notified via your preferred contact method as set within your dashboard.

22.6 We will use reasonable endeavours to ensure that the Service is provided to You on a constant, uninterrupted basis throughout the duration of Your chosen Hosting Package.

22.7 We shall not be liable for Hosting Hardware downtime or interruptions to the Service where such downtime or interruptions last for no more than 4 hours.

22.8 Where the Service is unavailable for more than 4 hours We will contact You and shall provide details of the interruption including, but not limited to the cause. If this is not possible due to an undiagnosed problem, We will, at a minimum, inform You that the problem is being investigated.

22.9 Where Service interruption due to Hosting Hardware failure cannot be remedied within 24 hours We will transfer Your Client Website to

alternative Hosting Hardware in order to restore the provision of the Service or, where this is not possible, from the end of the initial 24 hour period of Service interruption, keep a record of the number of whole days of Service interruption. Upon restoration of the Service, any partial days shall be rounded down and We will reimburse You for the interrupted period. Such reimbursement shall be calculated on a pro-rata basis and shall be paid to You within 14 days. We acknowledge that this is an appropriate remedy in view of Your legitimate commercial interest in Service interruption due to failure of the Hosting Hardware being avoided or minimised.

22.10 Where the provision of the Service is interrupted through the fault of any third party, We shall bear no responsibility or liability.

22.11 Your use of any and all Hosting Software that We may from time to time provide including, but not limited to, the cPanel control panel software, is under a non-exclusive licence and may be used only in accordance with these Terms and Conditions and only for the duration of the Service. You shall not gain any form of ownership rights over any Hosting Software or the Intellectual Property Rights therein.

22.12 Where We provide access to third party software (which, for the purposes of these Terms and Conditions, falls within the definition of "Hosting Software") You agree to be bound by any licence agreements relating to such software upon Your first use of that software.

22.13 You may not under any circumstances:

22.13.1 attempt to copy any Hosting Software;

22.13.2 attempt to reverse-engineer, decompile, disassemble or in any other manner derive source code from any Hosting Software;

22.13.3 write or otherwise create any derivative software that is based in whole or in part on any Hosting Software; or

22.13.4 sell, lease, transfer, sub-licence, or in any other way treat any Hosting Software as Your property.

## 23. Search Engine Optimisation & Marketing Services

23.1 We shall provide the SEO Services specified in any Order or Contract in accordance with these Terms and Conditions.

23.2 We shall not incur any charges to the Client including, but not limited to, the setting up of pay-per-click campaigns, without the prior written agreement and authorisation of the Client.

23.3 Where the SEO Services shall be performed directly, all changes to the Client Website shall be uploaded directly to the host server via FTP or through the current Framework powering the Client Website. The Client shall provide the required access credentials no later than 10 business days after the start of the contract, or acceptance of proposal.

23.4 The Client understands and acknowledges the following:

23.4.1 The times for websites to appear on search engine listings vary and We can thus not guarantee that the Client Website will appear immediately on the Designated Search Engines or that its position will change immediately from that which it held prior to the SEO Services being performed.

23.4.2 We cannot control search engines and cannot provide any guarantee that any of the Designated Search Engines will not change their policies or functionality in such a way that will have a detrimental effect on the ranking of the Client Website following the completion of the SEO Services.

23.4.3 We accept no responsibility for any detrimental effect on the Client Website's search engine rankings which results from any activity of the Client or any third party including, but not limited to, alterations to the Website.

23.4.4 We make no guarantee that the SEO Services will result in the Website appearing in the top 10 search results on the Designated Search Engines.

## 24. Pay Monthly Websites

24.1 Both Users and Us shall comply with all requirements of the Data Protection Legislation. With respect to personal data hosted by Us on behalf of a User, for the purposes of the Data Protection Legislation, the User is the data controller and We are the data processor (as defined in the Data Protection Legislation).

24.2 You must ensure that, with respect to your User Site(s) and any and all User Content, you have all necessary and appropriate consents and notices in place in order to enable the lawful transfer of personal data to Us for hosting.

24.3 You give Us express permission to include by way of footer or page attribution our details in the form of "powered by" or any other form as is reasonable to promote our platform and services.

24.4 Any and all personal data processed by Us (as a data processor) on your behalf (as a data controller) in the course of providing our Website Control Panel and hosting your User Site(s) shall be processed in accordance

with the terms of a separate Data Processing Agreement between Us and you, as per the requirements of the Data Protection Legislation.

24.5 We exercise all reasonable skill and care to ensure that Our Website Control Panel is secure and free from viruses and other malware. We do not, however, guarantee that Our Website Control Panel or any User Content or User Sites are secure or free from viruses or other malware and accept no liability in respect of the same.

24.6 You are responsible for protecting your hardware, software, data and other material from viruses, malware and other internet security risks.

24.7 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Website Control Panel.

24.8 You must not attempt to gain unauthorised access to any part of Our Website Control Panel, the server on which Our Website Control Panel is stored, or any other server, computer, or database connected to Our Website Control Panel.

24.9 You must not attach Our Website Control Panel by means of a denial of service attack, a distributed denial of service attack, or by any other means.

24.10 By breaching the provisions of sub-Clauses 24.6 to 24.8 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Website Control Panel will cease immediately in the event of such a breach and, where applicable, your Account, User Content, and User Site(s) will be suspended and/or deleted.

24.11 You agree that you will be solely responsible for any and all User Content that you upload to Our Services and for any and all User Sites that you create using Our Services. Specifically, you agree, represent and warrant that you have the right to create or upload the User Content and/or User Site and the right to use all materials of which it is comprised and that it will not contravene any aspect of Our Acceptable Usage Policy, detailed in Clause 17.

24.12 You agree that you will be liable to Us and will, to the fullest extent permissible by law, indemnify Us for any breach of the warranties given by you under Clause 13. You will be responsible for any loss or damage suffered by Us as a result of such breach.

24.13 You (or your licensors, as appropriate) retain ownership of your User Content and User Site(s) and all intellectual property rights subsisting therein (except to the extent that a User Site incorporates Content belonging to Us (including, but not limited to, that forming part of Our Services)). By creating or uploading User Content and/or User Site, you grant Us an unconditional, non-exclusive, fully transferable, royalty-free, perpetual, worldwide licence to use, store, archive, syndicate, publish, transmit, adapt, edit, reproduce, distribute, prepare derivative works from, display, perform and sub-licence the same for the purposes of operating and promoting Our Site and Platform and providing Our services.

24.14 If you wish to remove User Content or User Sites, you may do so by through the client dashboard. Removing User Content and User Sites also revokes the licence granted to Us to use the same. You acknowledge, however, that caching or references to your User Content and/or User Site(s) may not be made immediately unavailable (or may not be made unavailable at all where they are outside of Our reasonable control).

24.15 We may reject, reclassify, or remove any User Content and/or User Sites created or uploaded using Our Services where, in Our sole opinion, such User Content or User Sites violate Our Acceptable Usage Policy, or if We receive a complaint from a third party and determine that the User Content or User Site(s) in question should be removed as a result.

## 25. Virtual Landlines and Call Handling Services

25.1 The Company will use reasonable efforts to maintain and operate the Service. However, we make no promises that the Service will always be available or functioning, nor that the Service will be fault free.

25.2 The Company shall maintain equipment suitable for providing the Service. The volume & type of such equipment shall be decided solely by the Company.

25.3 The Company shall provide the Client with reasonable technical support which the Company shall in its sole discretion consider necessary and appropriate, provided that the Client is up to date with all payments due under these Terms and Conditions

25.4 The Company shall provide the Client with access to call logs for all Extensions & Outbound Trunks registered to their account through the Online Management Interface.

25.5 The Client shall not register or attempt to register to an Extension more devices (whether physical or soft) than they have agreed with us that they are permitted to register to that Extension. In the absence of any specific agreement otherwise, this is one device per Extension.

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

25.6.1 use the Service only in respect of the designated Extension (where the Call Bundle is associated with an Extension);

- 25.6.2 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;
- 25.6.3 only make voice calls, and shall not make fax calls, data calls, or use the Service for more than occasional call forwarding;
- 25.6.4 originate each call by a human, and shall not initiate any call automatically;
- 25.6.5 not permit any third party to originate calls using the Service; and
- 25.6.6 only make calls which relate to its own, reasonable, business use, and shall not use make calls as part of call centre operations (including telemarketing) or other high-volume activity (even if those activities form part of the Client's business).
- 25.7 The Client is responsible for, and agrees to pay in full for, any Call Charges incurred from any Extensions or Outbound Trunks allocated to the Client, including all calls which originate from or appear to us to originate from the Client's network or which present to us with the Client's identifying data (including, but not limited to, the Client's username and password). This includes all Call Charges irrespective of whether or not they were generated in good faith or authorised by the Client and including those generated as a result of fraudulent activity by a third party.
- 25.8 The Client shall present only caller line identification information which:
- 25.8.1 is assigned to the Client by us; or
- 25.8.2 the Client:
- 25.8.2.1 has obtained our permission to present;
- 25.8.2.2 has the right to present; and
- 25.8.2.3 proves to us, promptly following a request from us (which may occur at any time during the lifetime of these Terms and Conditions, and on as many occasions as we see fit), that it has the right to present.
- 25.9 The Client shall keep Authorised Terminals and access to the Service and the Online Management System safe from Unauthorised Use. If the Client becomes aware of a compromise, the Client must immediately change its account password(s) and other security devices and notify us. This does not limit the Client's responsibility and liability under clause
- 25.10 The Company shall allocate Incoming Numbers to the Client on their request. These numbers may be geographic (commencing with 01 or 02) or non-geographic (commencing 03 or 08).
- 25.11 At no time does the Client have any ownership of any allocated Incoming Numbers.
- 25.12 The Company may change or re-allocate any Incoming Number, for any reason, during the first seven (7) business days after they have been allocated to a Client. While we will use reasonable efforts to avoid doing so, and to give the Client such notice as is possible and reasonable in the circumstances if we intend to do so, we may change the phone numbers or other identifiers allocated to the Client outside this period. We are not responsible for any costs or losses suffered by the Client if we do so.
- 25.13 The Client may request new numbers at any time by contacting the Company or using the Online Management System.
- 25.14 The Client may remove Incoming Numbers from their account at any time using the Online Management System, but the Client will be charged until either any remaining minimum period expires or the next invoice falls due, whichever is the longer.
- 25.15 By default, we restrict the number of concurrent incoming calls for each Incoming Number. The Client may opt to pay additional charges to increase the concurrent calls limit for any of their numbers and should contact the Company to arrange this.
- 25.16 If the Client sets up an Incoming Number to forward to an External Number, the Client will be charged for Call Charges incurred as if this was a standard call to an External Number.
- 25.17 Calls to External Numbers will be charged in accordance with the tariff assigned to your account.
- 25.18 Unless otherwise specified by the Client's tariff, all calls are charged on a per-second basis, rounded up to the nearest second.
- 25.19 The cost of a call depends on the destination and duration. The timed duration of a call begins on receipt of an answer signal from the terminating operator. The Company will not be held responsible for any situation where this is generated in error.
- 25.20 The call ends on receipt by the Company of a "call clear" message from the Client's equipment or the terminating operator's equipment.
- 25.21 Some calls incur a Connection Fee which is added to any Call Charges related to the call.
- 25.22 A full tariff rate list can be obtained by contacting the Company or querying the Company's website
- 25.23 All rates provided to Clients exclude Value Added Tax.
- 25.24 We may change the tariff rates and Call Charges at any time and Clients must keep track of rates by looking at the Company's website.
- 25.25 All calls to External Numbers are subject to a 1p minimum call charge.
- 25.26 The Company may impose a daily call charge limit which will restrict the value of calls which can be initiated by the Client in a 24 hour period. This limit is designed to protect your account and can be increased or decreased by contacting the Company.
- 25.27 During any trial periods, the Company may restrict calls to External Numbers as it, in its sole discretion, sees fit.
- 25.28 Unless instructed otherwise by the Client, the Company will restrict calls to External Numbers with a per minute calling rate or a connection fee exceeding such charges as the Company may, from time to time, specify. The Company may vary the default threshold without notice.
- 25.29 The Company will provide access to the Emergency Services by dialling 999 or 112 from any Extension.
- 25.30 It is the Client's responsibility to ensure the Company has been provided with the accurate, physical location of any Incoming Numbers which are allocated to them. The Company will provide this information to the Emergency Services in order to assist with the management of emergency calls and dispatch of the appropriate services to your location.
- 25.31 The Client must be aware that the Company provides a VoIP service which does not guarantee access to the Emergency Services. Your access to the Service is dependent on your connection to a suitable data network and the operation of that data network. If you do not have a connection to a suitable data network, or your data network is not functioning correctly, you will not be able to use the Service, including for the purposes of making calls to the Emergency Services. The Client must ensure adequate provision is in place to contact the Emergency Services in the case of power failure, network issues or service affecting maintenance.
- 25.32 When speaking with the Emergency Services, the caller may be required to verbally provide their physical location to the emergency operator.
- 25.33 Emergency calls made using the Service will pass over the public internet where they will not receive the same network priority or quality assurance as an emergency call made on a mobile network or on a circuit-switched fixed line.
- 26. Project and Custom Services**
- 26.1 Project Management and Reporting
- 26.1.1 Each Party shall appoint a Project Manager who shall be responsible for liaising with the other Party on all matters under the Project. Each Project Manager shall have the necessary knowledge and experience of all relevant matters, and the authority to commit the Party by whom they are appointed.
- 26.1.2 We shall provide monthly reports detailing the progress of the design and development of the Project. In particular, such reports shall indicate any important matters requiring the Client's attention.
- 26.2 Project Proposal, Specification and Client Materials
- 26.2.1 Prior to entering into a full contract, a Project Proposal will be prepared detailing an overview of the proposed Project Scope along with pricing information
- 26.2.2 The Developer shall provide the Services which shall include those such deliverables as included in the Project Proposal and more detailed Project Specification documents, in accordance with the Project Milestones set out therein.
- 26.2.3 Either Party may request or propose amendments to the Project Specification. Any proposed amendments must be made in writing and may attract a further additional cost to provide.
- 26.2.4 Within 15 Business Days of receipt of a request or proposal under sub-Clause 2.3, the Developer shall notify the Client in writing of the terms upon which such amendments are to be accommodated, including the effect on the Project Fees and the Project Specification.
- 26.2.5 Within 15 Business Days of receipt of the Developer's notice under sub-Clause 2.4, the Client shall notify the Developer in writing of its acceptance of the Developer's changes to the Project Fees and Project Specification or shall request a meeting with the Developer to discuss the same further.



26.2.6 The Client Materials shall be provided by the Client in accordance with the Project Specification or as requested by the Developer, as applicable.

26.2.7 The Developer shall include the following promotional statement on the home page of the Website: "Website Designed and Developed by Byzz+ Project Services".

### 26.3 Third-Party Software

26.3.1 Any required third party software and plugins shall be supplied and incorporated into the Project in accordance with the applicable software licence agreements and Project Specification documents.

26.3.2 Any licence fees payable for the Third-Party Software shall form a part of the Project Fees payable either directly to the third party supplier or to Us and are set out in the Project Proposal / Specification.

### 26.4 Development, Testing, and Acceptance

26.4.1 Upon completion of the design and development of the Project by the Us in accordance with the Project Specification and Project Milestones, the Client shall have a 5 Business Day Testing Period during which it shall carry out the Acceptance Tests on the Website as specified in the Project Specification.

26.4.2 In the event that the Acceptance Tests are not passed, the Client shall inform the Developer at the end of the Testing Period of all Defects in writing.

26.4.3 Upon receipt by the Developer of the Client's information, We shall have a period of 10 Business Days to compile the Client's reports of Defects into a Defect Report which the Developer shall provide to the Client in writing by the end of that period.

26.4.4 Upon receipt by the Client of the Defect Report, the Parties shall agree upon a mutually acceptable time to discuss the Defects and to agree upon solutions and a suitable timetable for implementing such solutions.

26.4.5 In the event that a fault or failure is found to have been caused by an act or omission of the Client, or by any other party associated with the Client for whom the Developer has no responsibility, such a Non-Developer Defect shall not be considered a Defect for the purposes of the Acceptance Tests. If only Non-Developer Defects are present, the Project shall be deemed to have passed the Acceptance Tests.

26.4.6 Defects shall be remedied by Us at no additional cost to the Client. The Client may request that the Developer remedy any Non-Developer Defects, however We reserve the right to charge the Client in full for such remedial work at its then-current rates for such work and to require full payment of the same in advance.

26.4.7 Where applicable, upon the completion by Us of any and all necessary work to remedy Defects identified during the Acceptance Tests, the Client shall have a 5 Business Day Retest Period during which it shall carry out the Acceptance Retests on the Project (or the affected parts thereof, as appropriate).

26.4.8 In the event that the Acceptance Retests are not passed, the Client shall have the following options (all of which shall be without prejudice to the Client's other rights and remedies):

26.4.8.1 to require Us to remedy the remaining Defects and to agree upon a suitable timetable and deadline for the completion of that remedial work and subsequent Acceptance Retests. If the Project fails the Acceptance Retests again, the Client may require the repetition of the steps in this sub-Clause 26.3.8.1 or it may proceed; or

26.4.8.2 to accept the Project in its then-current state, subject to a reasonable reduction in the Project Fees payable to the Developer which shall be agreed upon between the Parties in writing within 10 Business Days of the completion of the Acceptance Retests. If the Parties do not agree upon such a reduction within the time limit, the Client shall be entitled to reject the Project; or

26.4.9 The Project shall be deemed to have been accepted when all Acceptance Tests and (where applicable) Acceptance Retests have been passed and no Defects remain (excluding Non-Developer Defects and any Defects accepted by the Client under sub-Clause 26.3.8.2). Upon successful completion of the Acceptance Tests, the Client shall confirm the same by means of a Final Project Acceptance Form which it shall return to Us without undue delay.

26.4.10 Notwithstanding the foregoing provisions of this Clause 26.3, the Client shall be deemed to have accepted the Project before the Acceptance Tests and (where applicable) Acceptance Retests have been passed if:

26.4.10.1 the Client uses the Project or any part thereof in the course of business other than for testing purposes in accordance with the Acceptance Tests or Acceptance Retests specified in the Project Specification; or

26.4.10.2 the Acceptance Tests or Acceptance Retests are unreasonably delayed for a period of more than 10 Business Days by the Client without Our written agreement to such a delay and to extend the relevant Testing Period or Retest Period.

26.4.11 Within 10 business days of acceptance of the completed Project, We shall deliver the completed Project to the Client using the method as laid out in the Project Specification.

## 27. Other Important Terms

27.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

27.2 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

27.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

27.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

27.5 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

27.6 We may revise these Terms and Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms and Conditions as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them.

## 28. Law and Jurisdiction

28.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

28.2 Any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.