



Terms and Conditions for Go CloudPBX

IF YOU DO NOT AGREE TO THE TERMS OF THIS END USER LICENCE AGREEMENT AND THESE TERMS OF SERVICE (COLLECTIVELY, "AGREEMENT"), DO NOT DOWNLOAD, INSTALL, OR USE ANY Go CloudPBX SOFTWARE APPLICATIONS OR SERVICES, INCLUDING THE Go CloudPBX WEBSITE ("WEBSITE").

BY DOWNLOADING, INSTALLING, OR USING ANY Go CloudPBX SOFTWARE APPLICATIONS OR SERVICES, YOU AGREE TO ABIDE BY AND COMPLY WITH THIS AGREEMENT, AND YOU AFFIRM THAT YOU EITHER ARE AT LEAST 18 YEARS OF AGE OR POSSESS LEGAL PARENTAL OR GUARDIAN CONSENT, AND THAT YOU ARE FULLY ABLE AND COMPETENT TO ENTER INTO THE TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THIS AGREEMENT.

YOU UNDERSTAND THAT ACCESS TO 999/112 EMERGENCY SERVICES ("EMERGENCY SERVICES") IS ONLY PROVIDED BY Go CloudPBX IP DESK PHONES, MOBILE APPLICATIONS ON SMARTPHONES (AND ONLY WHEN SUCH SMARTPHONES SUPPORT EMERGENCY SERVICES THROUGH THE UNDERLYING MOBILE TELEPHONE NETWORK), AND THE Go CloudPBX CALL CONTROLLER OR SOFTPHONE ON PCS, AND THE OTHER Go CloudPBX SOFTWARE APPLICATIONS AND SERVICES DO NOT PROVIDE ACCESS TO EMERGENCY SERVICES. IF YOU SUBSCRIBE TO ONE OF THE OTHER Go CloudPBX SOFTWARE APPLICATIONS OR SERVICES, YOU MUST MAKE ALTERNATIVE ARRANGEMENTS TO PLACE 999/112 EMERGENCY CALLS ("EMERGENCY CALLS"), SUCH AS USING A TRADITIONAL LANDLINE OR MOBILE TELEPHONE, AND YOU SHOULD NOT RELY ON Go CloudPBX TO MAKE EMERGENCY CALLS.

This Agreement covers the provision by Go CloudPBX to you of our Services. If you have subscribed to Go CloudPBX Broadband or phone line, a separate agreement will be sent to cover those specific terms. "Go CloudPBX", "we", "us", or "our" means Go Cloud Communications Ltd a limited company incorporated in England and Wales registered under Number 12566644 whose registered office is at Kemp House, 152-160 City Road, London, EC1V 2NX

1. End User Licence And Restrictions

Go Cloud Communications grants You a limited, personal, revocable, non-exclusive, non-sub licensable, non-assignable, non-transferable, non-resellable licence and

right to use the Go Cloud Communications Services and Applications in strict accordance with this Agreement. All rights not expressly granted under this Agreement are retained by Go Cloud Communications.

No Grant of Intellectual Property Rights and No Resale.

You acknowledge and agree that any and all patents, copyrights, trademarks, service marks, trade secrets, and all other intellectual property rights (collectively, "IP Rights") in the Applications and Services are and shall remain the sole and exclusive property of Go Cloud Communications and its licensors. Nothing in this Agreement intends to or shall grant, transfer, or assign any IP Rights to, or vest any IP Rights in, You. You are only entitled to the limited use of the rights expressly granted to You in this Agreement. You will not take any action to jeopardise, limit, restrict or interfere with the IP Rights or do any other action or thing which otherwise has the effect of jeopardising, limiting, restricting or interfering with Go Cloud Communications ownership or use of the IP Rights. You acknowledge and agree that any unauthorised use of the IP Rights is a breach of this Agreement, as well as a breach of applicable intellectual property laws. You acknowledge and understand that all title and rights in and to any third party content that may be accessed through the Applications or Services is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties.

No Grant of Rights to Third Parties and No Resale.

You agree not to sell, assign, rent, lease, distribute, export, import, act as an intermediary or provider, or otherwise grant rights to third parties with regard to the Applications or Services or any part thereof without Go Cloud Communications prior written consent. If You are interested in reselling products or services offered by Go Cloud Communications, You are encouraged to join Go Cloud Communications affiliate network. For more information on our affiliate program, please e-mail us at contactus@gocloudcom.co.uk

No Modifications.

You agree not to undertake, cause, permit, or authorise the copying, modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking of the Applications or Services, or any parts thereof. You agree not to intercept, capture, emulate, decrypt, or redirect the communications protocols used by Go Cloud Communications for any purpose, including without limitation causing the Applications to connect to any computer server or other device not authorised by Go Cloud Communications or in a manner not authorised by Go Cloud Communications.

New Versions of the Software.

Go Cloud Communications, in its sole discretion, reserves the right to add, remove, or modify features or functions, or to provide fixes, updates and upgrades, to the Applications and Services. You acknowledge and agree that Go Cloud Communications has no obligation to make available to You any subsequent versions of the Applications or Services. You also agree that You may have to enter into a renewed version of this Agreement if you want to download, install, or use a new version of the Software. In addition, You and Go Cloud Communications acknowledge that no third-party has any obligation whatsoever to furnish maintenance or support services with respect to the Applications or Services and that Go Cloud Communications is solely responsible for the provision of maintenance and support as provided in this Agreement and to the extent such maintenance and support is required under applicable law.

2. Service Registration Procedures

Upon signing up for the Service and at subsequent times as requested by Go Cloud Communications, You agree to provide to Go Cloud Communications Your true, accurate, current, and complete personal name and/or business name, administrator name, billing address, shipping address, the addresses where the Services will primarily be used, 999/112 registered address for each applicable device (which you agree to current), email address, contact phone number, credit/debit card information, and other data which may be necessary to administer Your Go Cloud Communications account ("Account") (collectively, "Registration Data"). You represent and warrant that the information You provide is accurate, current, and complete, and agree to promptly update any of the information if it changes. If You provide Registration Data that is, or that Go Cloud Communications suspects to be, false, inaccurate, not current, incomplete, fraudulent, or otherwise unlawful, Go Cloud Communications has the right, in its sole discretion, to suspend or terminate the Service and refuse any and all current or future use of all Services by You, Your business(es), affiliates and all users of Your Account. At all times, You shall maintain and promptly update Registration Data.

Upon completion of all Registration Data and acceptance of this Agreement, Go Cloud Communications will provide You with, as applicable, a password(s), user ID(s), PIN(s), telephone number(s), and other account information. You will be required to provide a security question and answer that will be used to verify ownership or affiliation with the Account. You are solely responsible for maintaining the confidentiality of all passwords, PINs, and security questions and answers associated with the Account, and, at all times, You will be solely responsible for all transactions

and activities that occur as a result of the disclosure (whether authorised or unauthorised) of any password(s), PIN(s), and/or security questions(s) and answer(s) associated with the Account, even if such transactions and/or activities were not authorised by You. You are solely liable for any transactions or activities by You or anyone else that occur on Your Account. You shall immediately notify Go Cloud Communications of any unauthorised use of Your Account or if any other breach of security has occurred. In no event shall Go Cloud Communications be liable for any unauthorised use of Your Account.

In connection with the registration, implementation, maintenance, or servicing of the Services, You will be required to provide data, information or other materials (collectively "Customer Data"). You hereby grant to Go Cloud Communications a perpetual, worldwide, royalty-free, fully paid-up, non-exclusive, non-transferable (except in connection with an assignment of this Agreement) licence to copy, store, record, transmit, display, view, print, and use Customer Data to the extent required to provide or improve the Services. Go Cloud Communications may also share Customer Data as permitted pursuant to Go Cloud Communications Privacy Policy, available [[url](#)]/home/privacy-and-cookies, which is incorporated into this Agreement.

3. Customer Representations

You represent and warrant that You possess the legal right, capacity, and ability to enter into this Agreement. You represent and warrant that You have made and will maintain at all times traditional landline and/or mobile network telephone services that will enable You to call 999/112 and any other applicable emergency service number. You represent and warrant that You will not use the Applications or Services in environments requiring fail-safe performance or in which the failure of the Applications or Services could lead directly to death, personal injury, or severe physical or environmental damage. You represent and warrant that the Registration Data, user name, contact information, Registered Location(s) (as defined below), and all other information provided in connection with Your Go Cloud Communications Account are true and correct at all times. You represent and warrant that You will not use the Applications or Services in breach of the Use Policy (as set forth in Section 6 herein) herein.

You agree to be financially responsible for Your use of the Applications or Services, including the authorised or unauthorised use of Your Account. In order to use the Applications or Services, You must have properly configured and working Internet service and/or Public Switched Telephone Network ("PSTN") service (i.e., mobile and/or landline phone service) and hereby agree, at Your sole expense: to: (1) obtain access to Your own Internet and/or PSTN service with a third party provider other

than Go Cloud Communications; (2) be responsible for payment of Internet and/or PSTN connection or service fees and all equipment necessary to establish a connection to such Internet and/or PSTN service, as may be required to use the Applications or Services; (3) supply and pay third-party providers for all additional phone service and features required for Your use of the Applications or Services; and (4) pay Go Cloud Communications for the Applications or Services.

4. Product Pricing And Availability

With respect to its advertising, offering, or sale of Applications, Services, or any other products (collectively, "Products"), Go Cloud Communications endeavours to describe its Products as accurately as possible and to keep information about its Products accurate and up to date. Nevertheless, Go Cloud Communications does not warrant or represent, and it is not a term of this Agreement, that any descriptions, pricing, availability, or other information relating to the advertising, offering, or sale of Products (collectively, "Product Information") from its Website, marketing materials, promotional flyers, advertisements, or other printed or electronic materials (collectively, "Product Materials") is accurate, complete, reliable, current, or error-free. Despite our efforts, it is possible that Product Information may be mispriced, described inaccurately, or that the Product may be unavailable. Except for any liability in respect of fraudulent misrepresentation to the fullest extent permitted by law, Go Cloud Communications is not liable for any action You may take in reliance on any content provided on our Website or for any loss or damage suffered by You as a result of You taking this action.

In the event Go Cloud Communications determines that a Product is mispriced, described inaccurately, or unavailable, Go Cloud Communications reserves the right to take any action it deems reasonable and necessary to rectify the error, including without limitation, cancelling Your Account or subscription to the Services. You agree to notify Go Cloud Communications immediately if You become aware of any pricing or descriptive errors or inconsistencies with any Products You order through the Product Materials and comply with any corrective action taken by Go Cloud Communications.

You acknowledge and agree that the Services may not be available 100% of the time. Credit allowances for interruption of the Services may only be provided on a case-by-case basis at the sole discretion of Go Cloud Communications and shall be Your sole remedy for any Service interruptions or other issues with the Services.

5. Marketing Materials And Promotional Services

If you have opted to receive marketing materials from Go Cloud Communications or purchased a Service from Go Cloud Communications, Go Cloud Communications may

from time to time send You such marketing materials and offer additional promotional services to You at no cost or at an additional fee (“Promotional Services”) in accordance with our Privacy Policy via electronic transmission, e-mail, mail, or otherwise, provided that You may unsubscribe to such materials at any time by following the unsubscribe link in the marketing message or notifying Go Cloud Communications Customer Support. You understand and agree that Go Cloud Communications may modify the scope of the Promotional Services it offers at any time without additional notice to You. You further understand and agree that Go Cloud Communications may offer Promotional Services only to new customers and that You may not be eligible for some or all of the Promotional Service offerings. If You are offered promotional or special pricing by Go Cloud Communications on any of the Services, You agree to keep the pricing information strictly confidential and shall not disclose such information to any third party without the express written consent of Go Cloud Communications.

6. Use Policies

You shall not use the Services for any illegal, fraudulent, improper, or abusive purpose or in any way that interferes with Go Cloud Communications ability to provide high quality Services to other customers, prevents or restricts other customers from using the Services, or damages any Go Cloud Communications or other customers’ property. If Go Cloud Communications finds that You are using the Services for anything other than the permitted uses in this Agreement or for any of the prohibited uses in this Agreement, Go Cloud Communications may at its sole discretion terminate Your Service and charge You any applicable fees for the Services used plus damages caused by Your improper use. Prohibited uses include, but are not limited to:

- Behaviour that is illegal, obscene, threatening, harassing, defamatory, libellous, deceptive, fraudulent, malicious, infringing, tortious, or invasive of another’s privacy.
- Sending unsolicited messages or advertisements, including email, voicemail, SMS, or faxes (commercial or otherwise) (“spamming”), or otherwise sending bulk and/or junk email, voice mail, SMS, or faxes without the consent of the recipient.
- Harvesting or otherwise collecting information about others, including email addresses, without their consent or in breach of applicable data protection or privacy laws.

- Negligently, recklessly, knowingly, or intentionally transmitting any material that contains viruses, time bombs, trojan horses, worms, malware, spyware, or any other programs that may be harmful or dangerous.
- Creating a false Caller ID identity (“ID spoofing”) or forged email/SMS address or header, or otherwise attempting to mislead others as to the identity of the sender or the origin of any communication made using the Services.
- Transmitting any material that may infringe, misappropriate, or otherwise violate the foreign or domestic intellectual property rights or other rights of third parties.
- Breaching any applicable laws regarding the transmission of technical data or software exported through the Services.
- Utilising the Services in excess of what, in Go Cloud Communications sole discretion, would be expected of normal business use, including without limitation allowing more than one user to use a single VoIP line or using a single VoIP line in excess of what would be expected of a single user.
- Using the Services in any way that interferes with other customers’ and third parties’ use and enjoyment of the Services or use the Services in any manner which disrupts, prevents or restricts any other customer from using the Services.
- Using or employing methods and/or devices that are designed or likely to take advantage of, bypass, exploit, or otherwise avoid this Use Policy.

You further understand and agree that:

- You shall be solely liable for any transmissions sent through the Services under Your Account, including the content of any transmission sent through the Services under Your Account.
- You will abide by all applicable Go Cloud Communications policies, procedures, and agreements related to the Services.
- You shall not attempt to gain unauthorised access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means.
- Your use of the Services is subject to all applicable laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination, securities laws, data protection and privacy laws and false advertising).

In addition, some of Go Cloud Communications plans and other Services are offered on an “unlimited” basis. All unlimited plans:

- May only be used for normal business use.
- Are provided only for dialog between two individuals at one time per line.
- Exclude international calling, which is available for an additional fee.
- Are issued on a “one (1) user per line basis”, meaning that only one registered user may be assigned to use the Services for any one line.

Unlimited plans also may not be used for any of the following prohibited uses (which are in addition to the other prohibited uses applicable to all Services):

- Trunking or forwarding Your Go Cloud Communications number to (an)other phone number(s) capable of handling multiple simultaneous calls, or to a private branch exchange (PBX) or a key system.
- Spamming or blasting (e.g., sending one hundred (100) or more bulk and/or junk voicemail or faxes simultaneously).
- Bulk call-in lines (e.g., customer support or sales call centres, “hotlines”, 900 numbers, sports-line numbers, etc.).
- Auto-dialling or “predictive” dialling (i.e., non-manual dialling or using a software program or other means to continuously dial or place out-bound calls).

In addition, unusually high usage of the Services may impair Go Cloud Communications ability to provide high quality Services to others and/or indicate unauthorised use of the Services, in which case Go Cloud Communications may suspend or terminate Your Account or, upon prior notice, convert Your Account to a metered calling plan that charges significantly higher usage rates.

Go Cloud Communications reserves the right to add to, modify or amend this Use Policy at any time for any reason at its sole discretion.

7. Unsolicited Advertisements

Using the Services for unsolicited calls and/or transmitting unsolicited fax or voicemail advertisements is regulated by the Privacy and Electronic Communications (EC Directive) Regulations 2003 (the “Privacy Regulations”). You shall not use the Services to send or transmit any unsolicited communications or advertisements and you understand that if You do use the Services for any unsolicited communications in breach of the Privacy Regulations or any other applicable laws, Go Cloud

Communications may immediately terminate Your right to use the Services without liability of any kind.

At Go Cloud Communications sole option and without further notice, Go Cloud Communications may use technologies and procedures, such as filters, that may terminate such unsolicited advertisements without delivering them.

You hereby release and agree to fully, finally, and forever release, hold harmless, and fully indemnify Go Cloud Communications and its affiliates from and against any claims, damages or liabilities of any kind related to any voicemail, broadcast, and/or fax spam or solicitations that You may send and/or receive using the Services.

If You transmit or are otherwise connected with any transmission of voice, fax, e-mail, or other unsolicited marketing messages using the Services, You agree to pay Go Cloud Communications its actual damages if those damages can be reasonably calculated. If actual damages cannot be reasonably calculated, You agree to pay Go Cloud Communications liquidated damages of ten pounds (£10.00) for each unsolicited marketing message transmitted through the Services. You acknowledge that if actual damages cannot be reasonably calculated, these liquidated damages are a reasonable estimation of such damages and are not a penalty.

8. Plan Credits, Taxes, Charges, Fees And Chargebacks

Generally.

Please note that all prices, taxes, surcharges, and fees are subject to change at any time. You are responsible for paying all charges for Your Account, including but not limited to freephone, local, long distance, international, additional feature charges, premium-rate telephone number and 118 charges, operator-assisted charges, and directory assistance charges, and for all taxes, surcharges, fees and levies imposed on You or Go Cloud Communications as a result of Your use of the Service.

Customers with a past due balance on previous or multiple accounts will be charged the full balance upon opening a new account or updating their credit/debit card information on file. Go Cloud Communications also reserves the right to charge termination and transfer fees consistent with each plan's terms and conditions and as provided in this Agreement.

Taxes, Charges, and Fees.

All fees for Services advertised or otherwise listed on the Website are exclusive of VAT and administrative or recovery fees or charges (collectively "Taxes and Fees"). You agree to pay all Taxes and Fees and/or similar liabilities, however denominated, that may now or hereafter be levied on the Services which are chargeable to or recoverable from customers by any local or international law or regulation, as well as

any administrative and recovery fees and charges levied on the Services by Xinix, whether or not mandated by law or regulation. Should Go Cloud Communications pay or be required to pay such liabilities (including any Taxes and Fees that were due but not charged or previously collected), You agree that Go Cloud Communications may charge Your credit/debit card on file for such payments upon receipt of an invoice and showing of indebtedness to Go Cloud Communications.

Plan Credits and Minutes.

Xinix offers several different plans for its products and Services. Some of the plans provide for a fixed number of monthly credits (“Monthly Credits”). If You exceed Your Monthly Credits during the course of a Service month, You may purchase additional credits (“Additional Credits” and collectively with the Monthly Credits, “Plan Credits”) as needed. Go Cloud Communications may also provide You certain bonus credit minutes and/or other promotional incentives (e.g., “tell-a-friend” credits) upon fulfillment of the applicable promotion requirements. All of the Plan Credits are quoted in terms of domestic minute usage, and may be referred to on the Website or by a Go Cloud Communications Customer service representative as “minutes”. As explained below, International Calling may be charged at a different rate than domestic calling, and a Plan Credit “minute” therefore will not entitle You to a minute of international calling.

Metered Calling Plans.

Go Cloud Communications offers several monthly metered plans for some of its products and Services. Each metered calling plan provides You with a freephone or local telephone number and a fixed number of Plan Credits each month for a monthly fee, excluding taxes, surcharges, and fees. When You exhaust Your initial paid allotment of Plan Credits for Your metered plan, unless You advise us otherwise in writing, we will automatically purchase the minimum package for additional minutes for Your plan on Your behalf (and Your Account will be charged accordingly). Additional minute usage will be debited at the applicable per minute rate(s) for Your metered plan. However, in some limited instances, calls placed under a metered plan may not be counted against Your monthly allotment (e.g. calls made via a local phone number to leave or check voicemail or configure a system and calls answered on the Go Cloud Communications softphone). Please check the details of Your metered plan to determine which calls (if any) are not counted against Your monthly minute allotment. For international calling, international rates will apply.

Unlimited Plan.

Go Cloud Communications offers unlimited monthly plans for some of its products and Services. An unlimited plan provides You with a local or freephone telephone number and is subject to the terms and restrictions of the Use Policy set forth above and other restrictions described in this Agreement. If, for any reason, Go Cloud Communications believes that You are using the unlimited plan for a prohibited purpose and/or Your call usage violates the Use Policy, then Go Cloud Communications may, in its sole discretion with or without notice, either terminate Your unlimited plan or immediately convert Your unlimited plan to a metered plan, as set forth above.

International Calling.

Because Plan Credits are quoted for domestic minute usage, You may be charged additional Plan Credits and/or additional rates may apply if You use Your Plan Credits for international calling. Go Cloud Communications current international rates are available. To make international calls using the Services, You must purchase the minimum package of international calling credits. If You dial an international number and do not have any credits to make such call, You will automatically purchase the minimum package in order to complete such call. In addition, You may be charged any applicable Taxes and Fees associated with international calls. You are advised to refer to Your specific plan details regarding all domestic and international charges and all other terms and conditions of Your plan.

Value, Ownership, and Expiration of Plan Credits.

Plan Credits, Additional Credits, Promotional Credits, and international calling credits have no monetary value and cannot be exchanged for the cash value at any time after such credits are purchased by You. Plan Credits may only be redeemed and used by the holder or users of the Account to which the Plan Credits have been credited, and may not be sold, transferred, assigned, or used by another user or with another user's account. Any unused Monthly Credits expire at the end of the relevant Service month and do not "roll over" to the next month. Additional Credits and Promotional Credits expire according to the terms of their purchase.

Fraudulent Activity or Erroneous Charges.

In the event of suspected fraudulent activity or erroneous charges on Your Account, You agree to contact Go Cloud Communications as soon as possible. In many cases, Go Cloud Communications can mitigate or correct fraudulent activity or erroneous charges without bank or credit card company intervention. If You suspect fraudulent activity or erroneous charges on Your Go Cloud Communications Account, please

contact Go Cloud Communications customer support at 0333 012 4785. When You contact customer support, please have the following information available: (a) Your name, contact information, Go Cloud Communications Account telephone number in question, and security verification information; (b) the date that the Account in question was created; (c) the credit/debit card account number used to open the Account; and (d) the total amount charged to the Account. If You do not contact Go Cloud Communications within one (1) year after the suspected fraudulent activity or erroneous charges appear on Your Account, You waive Your rights to object to or challenge such activity or charges. Furthermore, if You request that Your bank or credit card company perform a chargeback without first contacting Go Cloud Communications, and Go Cloud Communications subsequently determines that the charges at issue are not erroneous, Go Cloud Communications reserves the right to terminate Your Account immediately and take any available legal action. Notwithstanding the above, You are solely liable for any transactions or activities by You or anyone else that occur on Your Account, and in no event shall Go Cloud Communications be liable for any unauthorised use of Your Account.

Calls to Blacklisted Countries.

Go Cloud Communications reserves the right, in its sole discretion, to block access to certain international phone numbers in countries that are frequently implicated in fraudulent calls (“Blacklisted Destinations”). At your request, Go Cloud Communications may provide you access to Blacklisted Destinations on the following conditions:

- It is your responsibility to ensure that your account is not used in any fraudulent scheme to make calls or faxes to Blacklisted Destinations. Go Cloud Communications will rely entirely on you to identify such fraud. You agree that you shall continuously monitor your account for, and immediately notify Go Cloud Communications of, fraudulent or improper use.
- In the event your account is used fraudulently in connection with the Blacklisted Destinations, Go Cloud Communications reserves the right to immediately and irrevocably deny your account access to the Blacklisted Destinations.
- You agree to indemnify and hold harmless Go Cloud Communications and its affiliates, agents, resellers, and other providers from any damages, losses, liabilities, claims, expenses, and costs (including, without limitation, reasonable attorneys’ fees) arising from or

relating to fraudulent or improper calls or faxes to Blacklisted Destinations.

Discounts.

From time to time in its sole discretion, Go Cloud Communications may offer promotions or discounts. Any promotion or discount codes must be provided to Go Cloud Communications upon purchase of the Services. You shall not be entitled to a subsequent credit for such promotions or discounts if You do not request such credit at the time of Account creation or change of service. Promotions and/or discounts may not be used cumulatively or be used for Services retroactively. If a promotion and/or discount is offered on a confidential basis, You agree not to disclose the promotion and/or discount and to assume full responsibility for any harm, direct or indirect, caused to Go Cloud Communications by the disclosure of the promotion and/or discount.

9. Billing And Payment

Any applicable initiation charges, usage, monthly recurring charges, support charges, and other fees are billed in full in advance. Termination, international calling, equipment return fees and transfer charges, if any, are billed in arrears. Upon termination of Your Account for any reason, all unused Plan Credits, and international calling credits shall expire in their entirety on the termination date. No refund, transfer or proration shall be made of any unused Plan Credits, Additional Credits, Promotional Credits, or international calling credits or of any remaining periods/months on any Service plan.

When You subscribe to Services, You will provide us with a payment method, such as a valid credit/debit card (including proper billing information), and, if applicable, authorise us to collect from Your payment method. Upon termination, we will charge You any reasonable termination fees and any other outstanding charges and disconnect Your service. You agree to advise and notify us of any changes to Your payment method, such as credit/debit card account number or expiration date changes. If the credit/debit card or other payment method on Your Account is declined or fails for any reason, Go Cloud Communications will use reasonable efforts to contact You and advise You of the failed billing attempts. Notwithstanding the foregoing, Go Cloud Communications reserves the right to disconnect Your Service and terminate Your Account if Your credit/debit card on file is declined or fails for any reason, and Go Cloud Communications reserves the right to continue to attempt charging Your credit/debit card for any outstanding Service charges and additional fees and pursue any other legal remedies available to Go Cloud Communications.

Time is of the essence for payment. Therefore, You agree to pay us interest at the lesser rate of (a) the Late Payment of Commercial Debts (Interest) Act 1998 or (b) the highest amount allowed by law for any amounts unpaid as of the due date. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount due.

Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and prorate the charges to Your Account.

You must dispute any charges for the Services in writing to Go Cloud Communications within one (1) year days of the date of the charge by Go Cloud Communications. If You fail to provide a written statement explaining in reasonable detail Your reasons for disputing the charge within such time period, You hereby irrevocably waive any objection and further recourse with regard to such charges.

You can dispute any other charges or make any complaints you may have against Go Cloud Communications by following our dispute resolution policy included in our Complaints procedure.

10. Equipment Return Policy

You are responsible for all return shipping charges for any hardware returned to Go Cloud Communications for any reason, including situations in which hardware is covered under warranty. If You have purchased any hardware from us or we have otherwise provided You with any hardware and Your Account is terminated for any reason after the end of any free-trial period and prior to the end of Your first year of service, You hereby authorise us to immediately bill your credit/debit card the appropriate equipment return fees, as set forth below.

If You cancel Your Go Cloud Communications Service within thirty days (30) days from the date of purchase of the hardware, You may (a) keep the hardware and pay the list price minus the actual price paid for the hardware, excluding taxes, or (b) return Your hardware and receive a full refund. No returns are accepted after ninety (90) days from the date of purchase of the hardware. In addition, the following terms and charges apply to hardware returns:

- You agree to pay all shipping and handling charges related to any hardware returns.
- All Hardware must be returned in original undamaged packaging with matching serial or MAC numbers.
- All hardware must be fully functional, include all components, manuals, peripheral devices, and all other accessories that were

originally shipped with the hardware. At our discretion, we may decline Your return or charge You an additional fee for each missing item or for each item that we determine is damaged or not in good working condition.

- Before returning any hardware that has data in its memory, please transfer all files You wish to retain to another file source. Once the hardware is returned, Your files cannot be recovered and You release us of any liability for any lost, damaged, or destroyed files, data, or other information.

11. Account Ownership

The Account owner shall be the legal entity (e.g. company, partnership, individual) that signs up for the Services with Go Cloud Communications. If no legal entity is provided upon sign-up, the Account owner shall be the owner of the credit/debit card used to open the Account. Subsequent changes to ownership must be supported by appropriate legal documentation. Go Cloud Communications shall not adjudicate ownership-related disputes or any other internal business dispute. If Go Cloud Communications is unable to determine the valid owner of the Account, Go Cloud Communications reserves the right to suspend or terminate the Account and Services.

12. Number Porting And Availability

Go Cloud Communications will use best efforts to facilitate number transfers or port requests for You, provided it is reasonably practicable to do so and that You comply with the necessary and specific procedures for porting between service providers.

You acknowledge and accept that number porting depends on the co-operation of third parties outside of Go Cloud Communications control. Accordingly, You agree that Go Cloud Communications will not be liable for the failure or delay of any third party to cooperate in the porting of any telephone number, or for the allegedly unauthorised porting of any telephone number by a third party.

If it is practicable for Us to port Your number and we have delayed the porting of Your number within the time required by law or regulation, or we have failed to follow industry practice in the porting of Your number, You will be entitled to reasonable compensation for such delay or failure to follow industry practice. To claim compensation, please follow the procedure outlined in our complaints procedure.

Go Cloud Communications works with third party carrier(s) who, on Go Cloud Communications behalf, port telephone numbers in accordance with applicable

regulatory rules and industry guidelines. Go Cloud Communications third-party carrier(s) require specific and detailed information and requirements when completing a port request. Please be informed that You will be required to provide such detailed and specific information to complete a port request. For porting numbers into Your Go Cloud Communications Account, follow the procedures on Your Account settings page for transferring a number to Your Go Cloud Communications Account. For porting numbers out of Your Go Cloud Communications Account, follow the procedures of Your new service provider. You understand that porting Your number out of Your Account does not automatically terminate Your Go Cloud Communications Account. You accept and acknowledge that Go Cloud Communications cannot port disconnected numbers and understand that if You cancel your existing number with Your existing service provider, Go Cloud Communications will be unable to transfer that number.

Go Cloud Communications cannot guarantee requested telephone numbers will be available, that Your existing provider will port Your number, or that circumstances beyond Go Cloud Communications control will not prevent or delay a successful port of Your number for the Services. You should not order any printed material, such as business cards or stationery, showing a telephone number, or issue any press releases or otherwise publicise any telephone number until that telephone number becomes active on Your Account and you have personally verified that the telephone number is working properly. Go Cloud Communications shall not be liable for reimbursement for press releases, business cards, and/or stationery under any conditions.

You accept that You do not own any telephone number assigned to You by Go Cloud Communications and agree not to transfer the telephone number assigned to You to anyone else or to attempt to do so. You understand and agree that Go Cloud Communications may from time to time need to change the telephone or facsimile number assigned to You (due to an area code split, a request from Ofcom or other similar regulator or for any other reason). You understand that unless You make the necessary arrangements with a new service provider, the number assigned to You will be reassigned upon termination of Your Service. Go Cloud Communications shall not be liable for any damages (including consequential, special damages or other damages) to You arising out of any such reassignment or in the event that it needs to assign You a new telephone or facsimile number.

13. Storage Of User Information

Go Cloud Communications is not obligated to store Your communications logs, voicemails, faxes, e-mails, or other messages and does so only as a convenience to

You. You agree that Go Cloud Communications has no responsibility or liability whatsoever for the deletion or failure to store any call log information, voicemails, faxes, e-mails, messages, and/or other communications maintained or transmitted by the Services. You acknowledge and agree that Go Cloud Communications may establish limits as to the size of communications that Go Cloud Communications transmits or stores and the duration for which Go Cloud Communications stores any communications.

14. Recording Conversations

Certain Go Cloud Communications Services provide a function that allows You to record individual telephone conversations. Certain laws and regulations apply to Your use of this call recording feature. In certain circumstances, You are required to obtain consent from all parties to record a telephone call. By using the Go Cloud Communications call recording feature, You are required and agree to maintain compliance with all applicable laws and regulations. You understand and agree that You are solely liable for compliance with such laws and regulations and under no circumstances shall Go Cloud Communications be responsible or held liable for such compliance. You understand that breach of such laws and regulations may result in both criminal and civil sanctions against You. You agree to inform all users of Your Account that their calls may be recorded and that they are obligated to comply with all applicable laws and regulations relating to their use of the call recording feature.

Go Cloud Communications expressly disclaims all liability with respect to your recording of telephone conversations. You hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify Go Cloud Communications and its affiliates from and against any damages or liabilities of any kind related to Your recording of any telephone conversations using the Services.

15. Voice-To-Text And Text-To-Voice Limitations

Certain Go Cloud Communications Services may provide a function that allows voicemails to be converted to text and vice versa. You understand and agree that Go Cloud Communications voice-to-text ("VTT") and text-to-voice ("TTV") features may not accurately transcribe voicemails or articulate text messages, respectively. You are solely responsible for checking the original message and verifying the accuracy of the message when using any and all VTT or TTV features. Go Cloud Communications expressly disclaims all liability with respect to the conversion of voicemails to text or vice versa. You hereby agree to fully, finally, and forever release, discharge, hold harmless, and fully indemnify Go Cloud Communications and its affiliates from and

against any damages or liabilities of any kind related to Your use of VTT or TTV features when using the Services.

16. Support And Feedback

Go Cloud Communications provides customer and technical support to You via telephone and e-mail for the Services. Go Cloud Communications will use reasonable efforts to troubleshoot and resolve issues reported by You but does not make any representations or guarantees that Go Cloud Communications will be able to fully resolve any such issues. Except as provided in this section, Go Cloud Communications has no obligation to provide additional customer support, technical support, or to provide solutions (e.g., bug fixes to software) to any issues that may arise in Your particular use of the Services.

From time to time, Go Cloud Communications may send You surveys, comment cards, customer satisfaction forms, or other requests to provide feedback. You hereby grant Go Cloud Communications, its licensors, and suppliers a perpetual, unlimited, worldwide fully-paid up, royalty free licence to use all feedback, answers, ideas, comments, or other information You provide to Go Cloud Communications.

17. Service Changes

You understand and agree that Go Cloud Communications may make upgrades or changes to the Services which will not materially diminish the functionality of the Services without prior notice to You. In the event that a change to the Services would, in Go Cloud Communications reasonable discretion and judgment, permanently and materially diminish or impair the functionality of the Services (a "Change"), Go Cloud Communications shall provide You with written notice of such Change at least sixty (60) days prior to the date the Change will take effect. If the Change is unacceptable to You, You may terminate the Services without penalty by calling Go Cloud Communications at 0333 0124785. Any use of the Services after the effective date of Change will be deemed Your acceptance of the Change.

18. Additional Terms For Go CloudPBX Service

Go Cloud Communications Office plans include one or more Voice over Internet Protocol ("VoIP") lines included in Your bundled Services, and for other plans, Go Cloud Communications offers options to add one or more VoIP lines to Your Services. In either case, Services for the VoIP line(s) will be referred to as "VoIP Service", for which the following additional terms shall apply:

Grant of Rights

Go Cloud Communications grants You a non-exclusive, non-transferable, revocable licence, and right to use each VoIP line exclusively with one user under Your Account, subject to all the other terms of this Agreement. Accordingly, if You want to allow multiple users to use the VoIP Service, You will need to purchase at least one VoIP line for each user.

Charges and Plan Credits

Go Cloud Communications offers several different plan options for VoIP Service. If you are not under a contract with Go Cloud Communications, you may change Your VoIP Service plan at any time; however, a one-time processing fee of fifteen pounds (£15) may apply when “downgrading” an existing plan to a plan with lower monthly fees (e.g., a plan with fewer minutes and/or features). In addition, certain plans may entitle You to receive discounts on equipment used in connection with Go Cloud Communications VoIP Service. If You receive any equipment discounts associated with a VoIP Service plan and subsequently change that plan to one that does not offer those equipment discounts, You agree to reimburse Go Cloud Communications, and hereby authorise Go Cloud Communications to charge Your credit/debit card on file, for such equipment discounts.

Equipment

To use the VoIP Service, You may need to purchase phones, headsets, or other equipment (collectively, “Equipment”). All Equipment shipments are F.O.B. Go Cloud Communications shipping distributor facility. Go Cloud Communications liability for delivery shall cease, and title to such Equipment (if applicable) and all risk of loss or damage shall pass to You upon delivery to the shipping carrier. All Equipment obtained from Go Cloud Communications in connection with VoIP Service is subject to the Equipment Return Policy above. You understand and acknowledge that if You purchase an annual service plan and You cancel the Services plan prior to the end of Your initial term, cancellation or termination fees, or phone, hardware, and other equipment fees may apply in accordance with the terms and conditions of Your plan. You hereby authorise Go Cloud Communications to charge Your credit/debit card, and You hereby agree to be liable for any and all such fees, costs, and charges.

VoIP 999/112 Emergency Service

YOU UNDERSTAND THAT 999/112 EMERGENCY SERVICES ARE ONLY PROVIDED BY Go Cloud Communications IP DESK PHONES MOBILE APPLICATIONS ON SMARTPHONES (AND ONLY WHEN SUCH SMARTPHONES SUPPORT EMERGENCY SERVICES THROUGH THE UNDERLYING MOBILE TELEPHONE NETWORK), AND THE Go Cloud

Communications CALL CONTROLLER OR SOFTPHONE ON PCS, AND THE OTHER Go Cloud Communications SOFTWARE APPLICATIONS AND SERVICES DO NOT PROVIDE ACCESS TO 999/112 EMERGENCY SERVICES.

Go Cloud Communications VoIP 999/112 Emergency Services (“VoIP Emergency Services”) operate differently than the traditional 999/112 service (“Traditional Emergency Service”). We are required by Ofcom to advise you of the circumstances under which VoIP Emergency Services may not be available or may be in some way limited by comparison to the Traditional Emergency Service. Such circumstances include:

- Internet Connection Failure. If the connection to the Internet over which Your Go Cloud Communications VoIP Service is provided is interrupted, You would not have access to Go Cloud Communications VoIP Service during that interruption and therefore will not have access to VoIP Emergency Services during that interruption.
- Loss of Electrical Power. Unless you have a backup system to power Your Internet connection and any equipment (PC with softphone, IP phone, or ATA with traditional telephone) that you use to access your Go Cloud Communications VoIP Service, you will not have telephone service or access to VoIP Emergency Services during any power outage.
- Loss of Cellular Network Access. If you use Go Cloud Communications mobile application on your cellular phone (e.g., an iPhone), tablet (e.g., an iPad), or other mobile communications device (each, a “Mobile Device”), Emergency Services are available only if your Mobile Device has cellular network access. If your Mobile Device does not have cellular network access, you cannot access Emergency Services even if your Mobile Device is connected to a wireless Internet connection (e.g., a Wifi hotspot). If your Mobile Device is incapable of accessing a cellular network, you cannot use Emergency Services on that device.
- Number Flexibility & Service Portability. Traditional Emergency Services automatically send Your Emergency Call to the appropriate local emergency responder based on Your telephone number. Traditional enhanced emergency services (also known as E999 in the UK) automatically sends Your Emergency Call to the appropriate local emergency responder along with Your registered address and telephone number.

Because the Go Cloud Communications VoIP Service permits You to obtain a telephone number that does not necessarily correspond to Your geographic location and allows You to use Go Cloud Communications VoIP Service anywhere You have wired broadband Internet, the VoIP Emergency Service functions differently than Traditional Emergency Services in certain respects:

Because Your address does not necessarily correspond with Your telephone number, You must provide Go Cloud Communications with the street address(es) where You will be using Go Cloud Communications VoIP Service (“Registered Location(s)”) when You sign up for service.

If You relocate any equipment (PC with softphone, IP phone, or analogue with traditional phone) that You use to access the VoIP Service, You must update Your Registered Location(s). If You do not update your Registered Location(s), any Emergency Calls You make using the VoIP Service will be routed based on Your previously provided Registered Location and therefore may not be routed to the appropriate emergency responder for Your current location.

In addition, because the VoIP Service will, where possible, automatically transmit Your Registered Location to the emergency responder, You must update Your Registered Location to ensure that the VoIP Service transmits accurate location information to the emergency responder.

Once You notify us of a change in Your Registered Location, there may be a delay in making the new Registered Location available to properly route emergency calls and advise emergency responders of Your new Registered Location.

You should also be aware that the use of the Emergency Services from a Mobile Device will not be managed by Go Cloud Communications. The mobile application relies upon your underlying mobile network operator’s ability to complete an Emergency Call and determine your current location. While this should provide you with as reliable an emergency call service as provided directly by your mobile network operator, Go Cloud Communications has no control over how your mobile network operator handles Emergency Calls. Your use of Emergency Service from the mobile application may therefore fail for reasons outside of Go Cloud Communications control.

Registration of Physical Locations Required.

As outlined above, You must register the Registered Location where You will be using VoIP service for each VoIP phone line You use from Go Cloud Communications (e.g.,

if You purchase Go Cloud Communications Office with three VoIP lines, You must provide a Registered Location for each of the three VoIP lines). Go Cloud Communications will obtain Your Registered Location as part of the service initiation process and will not provide VoIP Service until you have provided Your initial Registered Location. However, You must update Your Registered Location when You use Your VoIP Service from a new location.

You agree to provide true, accurate, current, and complete Registered Location information to Go Cloud Communications as part of the service initiation process and to update as soon as possible Your Registered Location with true, accurate, current, and complete information whenever You use Your VoIP Service from a new location. If You provide Registered Location information that is, or that Go Cloud Communications suspects to be, false, inaccurate, not current, or incomplete, Go Cloud Communications has the right to suspend or terminate the Services and refuse any and all current or future use of all Services, or any portion thereof. Go Cloud Communications will not, however, disable Your ability to make an Emergency Call during any service suspension.

You may update Your Registered Location by logging on to Your Account settings page or calling customer support at 0333 012 4785. You may only register one Registered Location for each VoIP line.

Notify All Users of Emergency Services Limitations.

You should inform all business colleagues, household residents, guests, and other persons who may be present at the physical location where You utilise the VoIP Service that Emergency Calls may not be available or may be in some way limited in comparison to Traditional Emergency Services. Go Cloud Communications will provide VoIP subscribers stickers warning that Emergency Services may be limited or not available for use with any VoIP equipment by mailing stickers to subscribers upon Service initiation. It is Your responsibility to place these stickers on the equipment You use to access VoIP Service. If You have not received a sticker, or You require additional 911 stickers, please contact customer support at 0333 012 4785.

Disclaimer of Emergency Service Liability.

Go Cloud Communications disclaims all responsibility for the conduct of emergency responders and all other third parties involved in the provision of emergency response services. Go Cloud Communications does not have any control over emergency responders or other third parties and is therefore not responsible for whether they answer Emergency Calls made using the VoIP service, how they answer these calls, or how they handle or respond to these calls. Go Cloud Communications

relies on third parties to assist it in the provision of Emergency Calls and disclaims any and all liability for acts or omissions by third parties in the provision of Go Cloud Communications VoIP Emergency Service.

IMPORTANT INFORMATION.

If Your broadband connection fails, Your voice service will also fail. Your service may cease to function if there is a power cut or failure. These failures may be caused by reasons outside of Go Cloud Communications control.

19. Additional Terms For Directory Enquiries Service

Go Cloud Communications offers a directory assistance listing service (“Directory Assistance Listing”) associated with Your assigned Account, for which the following additional terms shall apply. By subscribing to Directory Assistance Listing, Go Cloud Communications will share certain information about Your Account with third-parties as reasonably necessary to provide phone directory assistance (“Listing Information”). This information may include, without limitation, Your company name, address, and phone numbers. This information will be published in, and made publicly-available through, third-party directory assistance listing services, to be selected by Go Cloud Communications or third-party service providers in their sole discretion. You hereby permit and grant Go Cloud Communications a worldwide, irrevocable, non-exclusive, royalty-free, fully paid-up licence to use and disclose the Listing Information for these purposes. You further acknowledge that by subscribing to Directory Assistance Listing, Your Listing Information may enter the public domain and that Go Cloud Communications cannot control third parties’ use of such information obtained through Directory Assistance Listing. You represent and warrant that the information provided in the Listing Information is true and accurate, and shall remain true and accurate (whether by updating such information or otherwise), at all times that You use the Services.

You may opt out of Directory Assistance Listing at any time. Go Cloud Communications may not be able to have Your Listing Information removed from some or all third-party directory assistance services that have already received Your information. You agree that Go Cloud Communications is under no obligation to have Your Listing Information removed from any third party directory assistance listing service already in receipt of such information.

Go Cloud Communications bears no responsibility or liability for any cost, damages, liabilities, or inconvenience caused by calls made to Your telephone number; materials sent to You; inaccuracies, errors, or omissions with Listing Information; or any other use of such information. For the avoidance of doubt, Go Cloud

Communications shall not be liable to You for any use by third parties of Your Listing Information obtained through Directory Assistance Listing, including without limitation the use of such information after You have opted out of Directory Assistance Listing.

20. Publicity Rights

You agree that Go Cloud Communications may identify You as a user of the Services in its business deals; press releases; marketing materials; electronic, printed, and broadcast advertising; newsletters; mailings; tradeshow; other promotional materials; on Go Cloud Communications website; or any other third-party website where Go Cloud Communications or its designated agents may promote the Services. You hereby grant Go Cloud Communications and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up, royalty-free licence (with right to sublicense) to use, reproduce, publish, and display Your name, trademarks, service marks, designs, logos, and symbols in connection with such purpose.

21. Non-Disparagement

You agree not to directly or indirectly through a third party engage in any conduct or make any communication (public or private) that disparages Go Cloud Communications or the Applications or Services in any way. Such communications include, but are not limited to, publishing, posting, printing, disseminating, or otherwise making such disparaging statements on or through the Internet, in any blog, or through any other form of social media. You further agree not to solicit or encourage, directly or indirectly, any such statements, comments, or communications by any third-party. In accordance with the termination provisions below, Go Cloud Communications may terminate Your access to the Applications or Services if You breach the requirements of this section.

22. Intellectual Property Infringement

Materials may be made available via the Service by third parties not within our control. We are under no obligation to, and do not, review content transmitted, sent, or received using the Applications or Services for purposes of determining intellectual property infringement. However, Go Cloud Communications reserves the right to terminate access to its Applications or Services if a user infringes third party intellectual property rights, and will, in appropriate circumstances, terminate access to the Applications or Services if Go Cloud Communications determines that a user is a repeat infringer.

23. Export Restrictions

You represent and warrant that (a) You are not located in (and will not use the Services or Applications in) a country that is subject to a U.S. Government or UK Government embargo, or that has been designated by the U.S. Government or UK Government as a “terrorist supporting” country; and (b) You are not listed on any U.S. Government or UK Government list of prohibited or restricted parties relating to exports. You also acknowledge that the Applications and Services may be subject to other U.S. and foreign laws and regulations governing the export of software by physical or electronic means. You agree to comply with all applicable U.S. and foreign laws that apply to Go Cloud Communications as well as end-users end-use, and destination restrictions imposed by U.S. and foreign governments.

25. Indemnification

To the maximum extent permitted by applicable law, You shall indemnify and hold harmless, individually and collectively, Go Cloud Communications, its affiliates, agents, resellers, and other providers who furnish goods and services to You in connection with the Services, and their officers, directors, managers, employees, and shareholders (the “Indemnified Parties”) from and against any and all liability, claims, losses (including loss of profits, revenue and goodwill), damages, fines, penalties, injuries to persons or property, costs, and expenses (including reasonable legal fees and dispute resolution expenses) arising from or related to:

(2) a breach of this Agreement by You;

(4) the inability to use the Applications or Services or failure or outage of the Applications or Services for any reason, including but not limited to those related to making Emergency Calls;

(6) the misappropriation, breach, violation, or infringement of any right, title or interest of any third party, including but not limited to, contractual rights, intellectual property rights (including patent, trademark, copyright, and trade secret rights), rights of privacy, and rights of publicity and personality.

26. Term

Your licence to the Applications and Services is provided for a term specified in Your Services contract (the “Term”). The initial Term begins on the date that you sign up for the Services (the “Date of Purchase”).

The Term for all Service plans will renew automatically for successive Terms of the same length without further action by or notice to You unless You notify Go Cloud

Communications customer service of non-renewal at least thirty (30) days before the end of the then current Term, unless otherwise provided in Your Services contract.

For avoidance of doubt, the provisions of this Agreement relating to intellectual property ownership, customer representations, confidentiality, use policies and restrictions, equipment, number porting and availability, storage of user information, customer feedback, publicity rights, non-disparagement, additional software licences, indemnification, force majeure, warranty disclaimers, limitations of liability, notices, assignment, future changes, interpretation, dispute resolution and arbitration, and choice of law shall survive termination or expiration of this Agreement for the maximum term allowable by law.

27. Termination

Monthly Plan Customers. For monthly plan customers, You may cancel or terminate Your use of the Services with or without cause at any time by calling customer service at 0333 012 4785, subject to the restrictions and fees provided in this Agreement, Your Services contract, and any additional agreements governing the Services.

Annual Plan Customers. For annual plan customers, You are purchasing the Service for the full length of the applicable Term. You have thirty (30) days from the Date of Purchase for a prorated refund in accordance with Your Services Contract. After thirty (30) days, if You terminate the Services prior to the end of Your Term, You are responsible for all charges for any remaining time left on the Term as if You remained a customer through the end of the then-current Term, including, without limitation, outstanding charges, unbilled charges, taxes, and fees, including any applicable disconnection fee. In addition, You will not be entitled to a refund for any unused portion of prepaid Term charges.

Generally. You understand and agree that Go Cloud Communications may at any time, and without additional notice to You, terminate, modify, suspend, disconnect, discontinue, or block access to some or all of the features of the Application or Services if:

- Go Cloud Communications determines that You have materially breached this Agreement.
- Go Cloud Communications determines that You have created or caused to be created multiple free accounts.
- Go Cloud Communications determines that You have used a fraudulent credit/debit card to pay for Service charges on Your Account.

- Go Cloud Communications determines that You have verbally insulted, abused, or harassed any of its employees, contractors, agents, or other representatives.
- After a reasonable period of time if You have failed to respond to Go Cloud Communications calls or email attempts to contact You about Your Account. We will normally inform you before we suspend or terminate your access to the Service.
- Go Cloud Communications determines that You did not or will not reasonably comply or cooperate with any applicable law or regulation.
- Go Cloud Communications is ordered by Ofcom, other regulators or any law enforcement or other government agencies to suspend or terminate Service to Your Account.
- You bring any legal action or proceeding, including without limitation in any court, regulatory, or administrative body, arbitral body, or mediator, against Go Cloud Communications.
- You make any disparaging statement (whether written, oral, electronic, or otherwise) against Go Cloud Communications, its Services, or its employees, contractors, agents, investors, affiliates, or other representatives.
- Go Cloud Communications determines that such action is necessary to protect, maintain, or improve the Services; to prevent fraud or misrepresentation by affirmative acts and/or omissions; to protect Go Cloud Communications, its customers, or other third parties affiliated with Go Cloud Communications; or for any other good cause.

Upon any termination or suspension of Your Account, Go Cloud Communications may immediately deactivate or delete Your Account and all related information and files in Your Account and/or restrict any further access to such files, information, or the Applications or Services.

Go Cloud Communications shall not be liable to You or any third party for any reason for terminating or suspending Your use or access to the Applications or Services.

If You or Go Cloud Communications terminate or suspend Your right to use the Services, You shall not be entitled to any refund or pro ration of any pre-paid amounts, Plan Credits, international calling credits, or other amounts paid to Go Cloud Communications prior to the termination or suspension date.

28. Force Majeure

Go Cloud Communications shall be excused from any delay or failure in performance hereunder caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, fiber cuts, actions or inactions of third party providers or suppliers, riots, sabotage, war, government requirements, or other events that are beyond Go Cloud Communications reasonable control.

29. Warranty Disclaimer

The Services provided hereunder are provided "as is" and "as available" and Go Cloud Communications makes no warranties, express or implied, including but not limited to the implied warranties of satisfactory quality and fitness for a particular purpose and any similar warranty. Go Cloud Communications makes no representations or warranties that the services are free of rightful claims of any third party for infringement or misappropriation of intellectual property or other proprietary rights. The entire risk associated with the use of the Services shall be borne solely by You.

Go Cloud Communications makes no warranty on up-time, response times, latency, mean-time between failures, quality of service, and/or quality of voice or fax communications. Go Cloud Communications expressly disclaims any warranty that the Services are appropriate for high-risk or other activities where failure of the Service could result in serious harm to persons or property.

Go Cloud Communications makes no warranty that the Services will meet Your requirements, or that the Services will be uninterrupted, timely, secure, error free or that any defects in the Services will be corrected. Go Cloud Communications is not responsible for messages or information lost or misdirected due to interruptions or fluctuations in the Services or the Internet in general. Go Cloud Communications is not responsible for the content or functionality of any third party network used in connection with the Services.

Go Cloud Communications does not warrant the accuracy or reliability of the results obtained through use of the Services or any data or information downloaded or otherwise obtained or acquired through the use of the Services. You acknowledge that any data or information downloaded or otherwise obtained or acquired through the use of the Services are at Your sole risk and discretion and Go Cloud Communications will not be liable or responsible for any damage to You or Your property.

No advice or information, whether oral or written, obtained by you from Go Cloud Communications, its employees, resellers, partners, or affiliates or through or from the Services shall create any warranty not expressly stated in this Agreement.

Although every effort is made to ensure that voicemails and fax transmissions are secure, Go Cloud Communications makes no guarantees of security.

30. Limitation of Liability

Nothing in this Agreement excludes Go Cloud Communications liability for death or personal injury caused by Go Cloud Communications negligence or the negligence of Go Cloud Communications employees or agents, or for fraudulent misrepresentation.

To the fullest extent permitted by law, in no event shall Go Cloud Communications or its affiliates be liable to You or any third party for direct, indirect, incidental, consequential, or punitive damages of any kind whether arising under contract, warranty, tort (including negligence or strict liability), or any other theory of liability, even if Go Cloud Communications has been informed in advance of such damages or such damages could have been reasonably foreseen by Go Cloud Communications. Go Cloud Communications total liability for any and all damages, regardless of the form of the action, shall be limited and capped in their entirety to the total fees Go Cloud Communications charged you during the year in which the events giving rise to the action or claim first occurred. The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply in any and all circumstances.

31. Notices

Notices to You shall be effective on the date sent to Your registered electronic mail address when sent by email or, at Go Cloud Communications option, three (3) days following the date sent by post, postage prepaid, and addressed to Your current address on Your Account. You are responsible for notifying Go Cloud Communications of any changes in Your contact information or address through Your Account settings page or by contacting customer service at 0333 012 4785.

Written notice to Go Cloud Communications shall be effective when directed to Go Cloud Communications Legal Department and received at Go Cloud Communications then-current address as posted on Go Cloud Communications Website, available here. Your notice must specify Your name, Account information, and security verification question and answer. All notices from You to Go Cloud Communications must be made in writing.

32. Assignment

Go Cloud Communications may assign this Agreement and any of its rights and obligations hereunder at any time. You may not transfer or assign this Agreement or any of Your rights or obligations under this Agreement. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties, their successors, permitted assigns, and legal representatives.

33. Future Changes To This Agreement

Go Cloud Communications may change the terms of this Agreement from time to time upon delivery of electronic or written notices to You. Go Cloud Communications generally provides written notice of changes to Your account, including this Agreement and any other legal agreements, via email, electronic notice on the Go Cloud Communications Website or Your Account Page, or on Your billing statements. You agree to carefully read and review each such e-mail notice, electronic notice, and billing statement from Go Cloud Communications fully regarding any such notices of changes to Your Account.

The modified terms shall replace and supersede all previously agreed to electronic and written terms, as well as any prior versions of this Agreement. You agree that you are solely responsible for (a) making sure that Your registered email account is current and functional, (b) checking Your registered email account on a routine basis, (c) checking the Go Cloud Communications Website and Your Account page on a routine basis, and (d) making sure that Go Cloud Communications communications are not blocked or rendered undeliverable by You, Your computer, any software installed on Your computer, Your Internet service provider, or for any other reason.

34. Interpretation Of This Agreement

This Agreement, including the documents incorporated herein, constitutes the entire agreement between You and Go Cloud Communications with respect to the Applications and Services and supersedes all prior or contemporaneous understandings regarding such subject matter.

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

The failure of Go Cloud Communications to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or any other provision.

Nothing in this Agreement shall be deemed or construed to constitute or create employment, partnership, association, joint venture, agency, or fiduciary relationship between the parties hereto.

You agree and acknowledge that any breach of the provisions regarding intellectual property ownership contained in this Agreement shall cause Go Cloud Communications irreparable harm and Go Cloud Communications may obtain injunctive relief and seek all other remedies available in law and in equity.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

This electronic document and any other electronic documents, policies, and guidelines incorporated herein will be: (1) deemed for all purposes to be a "writing" or "in writing," and to comply with all statutory, contractual, and other legal requirements for a writing; (2) legally enforceable as a signed writing as against the parties subject to the electronic documents; and (3) deemed an "original" when printed from electronic records established and maintained in the ordinary course of business. Electronic documents introduced as evidence in any judicial, arbitration, mediation, or administrative proceeding will, if established and maintained in the ordinary course of business, be admissible to the same extent as business records in written form that are similarly established and maintained.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or Your sign up or use of the Applications or Services.

Go Cloud Communications Affiliates shall have the benefit of and the right to enforce all provisions of this Agreement which benefit and are enforceable by Go Cloud Communications. Subject to the foregoing, you agree that none of the terms in this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it. For the purpose of this clause 'Affiliate' means a company which is a subsidiary or holding company of Go Cloud Communications ("holding company" and "Subsidiary company" have the meanings given to them by s.1159 Companies Act 2006 and include parent and subsidiary undertakings as defined in s.1162 Companies Act 2006).

35. Dispute Resolution

In the event of any dispute, claim, question, or disagreement between You and Go Cloud Communications or any Go Cloud Communications affiliate ("Dispute"), You and Go Cloud Communications shall first use reasonable best efforts to settle the dispute, claim, question, or disagreement. To this end, You and an authorized member of Go Cloud Communications legal department (or other representative of

Go Cloud Communications designated by the legal department) shall consult and negotiate with each other in good faith and, recognising their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Neither You nor Go Cloud Communications shall file or pursue any Disputes in any court, administrative, arbitral, or other adjudicative body prior to engaging in such consultations and negotiations.

Should You have a complaint or need information concerning our dispute resolution policy please see our Code of Practice.

36. Choice Of Law

This Agreement and Your use of the Applications and Services shall be governed by and construed under the laws of England and Wales and You agree to submit to the exclusive jurisdiction of the English courts.