

# Voice Terms and Conditions

The following terms and conditions ("Voice Conditions") are supplemental to the General Conditions and shall apply in the Contract:

## Fair Usage Policy ("FUP")

### 1. DEFINITIONS:

1. The definitions and rules of interpretation in this condition apply in the Voice Conditions:

1. "Call Route" means the audio and/or functions that occur when a Phone Number is dialled.
2. "FUP" is our Fair Usage Policy as set out here.

### 2. PURCHASE & RENEWAL OF GEOGRAPHIC PHONE NUMBERS, NON-GEOGRAPHIC PHONE NUMBERS, PREMIUM PHONE NUMBERS & VOICE SERVICE:

1. You acknowledge and agree that Premium Phone Numbers cannot be ported, transferred or generally removed or used in any other capacity, other than part of a subscription to Our Voice Service, until 18 months or greater of monthly subscription Fees have been paid.
2. You acknowledge and agree that Geographic Phone Numbers and Non-Geographic Phone Numbers cannot be ported, transferred or generally removed or used in any other capacity, other than part of a subscription to Our Voice Service, until 6 months or greater of monthly subscription Fees have been paid.
3. You acknowledge that You will not rely on the provision or continued provision of a Phone Number until confirmation of completion of provisioning of the

Phone Number is notified to You by way of the Phone Number appearing in Your Dashboard.

4. We will automatically renew Services on a monthly basis as part of your inclusive subscription or at the Fee shown at <https://www.netcetera.co.uk> (which shall be non-refundable) for such renewal.
  5. If the Phone Number passes its subscription date and has not been renewed You acknowledge that at Our discretion We may:
    1. renew the Phone Number on Your behalf; and
    2. change the Call Route to a route of our choice and collect and retain any revenue generated from such change.
  6. If We decide to renew the Phone Number after the subscription date You have the right for a period of 7 days after the subscription date to pay Us the Renewal Fee. On receipt of the Renewal Fee by Us within the 7 day period, You will retain ownership of the Phone Number and as soon as reasonably practicable We shall restore the Phone Number to Your Dashboard.
  7. If We do not receive the Renewal Fee within the 7 day period stipulated at clause 2.6, We shall have the right:
    1. in Our sole discretion to terminate the Contract and change ownership of the Phone Number.
  8. You acknowledge and agree that You will not bring or pursue any claim against Us or any other third party approved by Us who places advertisements on your Phone Number arising from the placement by them of any advertising on the Phone Number.
  9. You acknowledge and agree that You retain no legal or equitable ownership of or interest in any Intellectual Property Rights subsisting in any advertising placed on the Phone Number by Us or any other third party approved by Us.
3. INCLUSIVE MINUTES & FAIR USAGE:
1. You acknowledge and agree that use of our Services is subject to our Fair Usage Policy and that:

1. our Enterprise Services permit inclusive calls to Landlines and Mobiles in the applicable subscription countries for the time period specified at the time of purchase;
2. our “Unlimited UK”, “UK Landline and Mobile PAYG Call Pack”, “Unlimited US”, “Unlimited US & Mexico”, “Starting Out” or “Flying High” Services permit inclusive calls to standard tariff US fixed line and cellphone numbers, UK area codes starting 01, 02, 03 and all major UK mobile operators for the time period specified at the time of purchase;
3. calls to premium national and local, service, special and virtual mobile network operator numbers are not included in any of our inclusive minute Services;
4. where relevant, Off peak is determined as the time period from 7pm - 7am weekdays & all weekend.

#### 4. YOUR OBLIGATIONS:

##### 1. You Shall:

1. comply at all times with any terms and conditions, rules and regulations or similar which govern the use of our Services whether issued by a Communications Provider or otherwise;
2. not use or suffer the Services to be used for any other purpose than Fair Usage.

##### 2. You agree and acknowledge that:

1. the provision of Phone Numbers is subject to the requirements of Communications Regulators;
2. We have the right to pass on any additional charges made by a Communications Regulators in order to renew or maintain our Services to You;
3. We are not liable for the actions of any Registry or Communications Regulator which affect your Services whether before, during or after the Initial Period or renewal process.

#### 5. TRIAL ACCOUNTS AND FREE PLANS:

1. You acknowledge and agree that our 30-day trial Service is provided for no other reason than to assess our Services prior to purchase.
2. You acknowledge and agree that our 30-day trial Service and Free Plans for Fax, Call Forwarding and SIP Trunking are limited to one plan per customer and that we reserve the right at any time to terminate provision of this Service and prioritise demand from customers using our Services that pay a Fee.