

VOICEFLEX PORTAL TERMS AND CONDITIONS

1. Definitions and interpretation

1.1 When used in these Terms and Conditions, the following words have the following meanings:

“Acceptable Use Policy”	means Voiceflex’s acceptable use policy as amended from time to time, the current version of which may be accessed at https://www.voiceflex.com/fair .
“Applicable Laws”	means any applicable law, statute, regulation, subordinate legislation, directive, regulation, policy, guidance, judgement, injunction, decree or order that is made or given by any government, agency thereof, or any regulatory body, of any country, the European Economic Area, or other national, federal, state, provincial or local jurisdiction.
“Business Day”	means Monday to Friday, excluding English bank and public holidays.
“Calls”	means signals, messages or communications made by the Customer as part of the Services.
“CEDR ADR Service”	means the alternative dispute resolution service administered by the Centre for Effective Dispute Resolution (https://www.cedr.com/).
“Charges”	means any amounts due to Voiceflex under the Contract which, in the case of Usage Charges, are calculated using the rates set out in the then-current Rate Card.
“Contract”	means the agreement between the Voiceflex and the Customer for the supply of Services and Equipment, comprising: <ul style="list-style-type: none"> (i) the Customer’s Order submitted via the Portal, as accepted by Voiceflex; (ii) these Terms and Conditions; (iii) all documents expressly referred to in the Order and in these Terms and Conditions; and (iv) if the Services comprise or include Telavox Services, the Telavox Services Schedule.
“Contract Start Date”	has the meaning given to it in clause 10.1.
“Customer Content”	means any programming, software, coding, graphics, files or scripts, WAV recordings located within the web space or voice system allocated to the Customer as part of the Services.
“Equipment”	means the telephony equipment specified in the Contract.
“Force Majeure”	means any cause beyond a party’s reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of government, highways authorities, public communications providers

	or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of any Equipment or any part thereof (to the extent only that such difficulty, delay or failure was caused by an event of Force Majeure affecting that third party), or failure to obtain wayleaves or any other necessary consents or permissions having used reasonable endeavours to do so.
“Go-Live Date”	means, in respect of Services that are subject to installation, configuration or other implementation work, the date from which such Services are provided or are available, as confirmed in writing by Voiceflex.
“Group Undertaking”	has the meaning given to such phrase in sections 1161 and 1162 of the Companies Act 2006.
“Intellectual Property Rights”	means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case whether registered or not including any applications to protect or register such rights including all renewals and extensions of such rights or applications whether vested, contingent or future to which the relevant party is or may be entitled, and in whichever part of the world existing.
“Internet Address”	means a sequence of alphanumeric or numeric only characters used by the Customer to identify their device to other users of other devices to which Voiceflex connects or otherwise forwards the Customer’s data.
“Order”	means the request by the Customer for Services or Equipment, which request may be accepted by Voiceflex at its discretion.
“Password”	means a sequence of alphanumeric characters chosen and used exclusively by the Customer for the purpose of securing and maintaining the exclusive access to the Services.
“Portal”	means Voiceflex’s web portal which may be accessed at portal.voiceflex.com .
“PSTN Telephone Number”	means a unique public telephone number made available by Voiceflex for use with certain Services.
“Rate Card”	means the then-current Charges for Services and Equipment, as set out on the Portal.
“Service Levels”	means the service levels set out in the SLA.
“Services”	means the telecommunications and data services specified in the Contract.
“Site”	means the premises or other locations from and to which Services are to be provided to the Customer, as specified in the Contract.

“SLA”	means Voiceflex’s service level agreement for the Services, as amended from time to time, the current version of which is set out at https://www.voiceflex.com/sla .
“Telavox Services”	has the meaning given to it in the Telavox Services Schedule.
“Telavox Services Schedule”	means the additional terms applicable to Telavox Services set out in Schedule 1 to these Terms and Conditions.
“Usage Charges”	means charges for Services that are determined based on the quantity of the Customer’s usage.
“User Name”	means a sequence of alphanumeric characters used exclusively by the Customer to identify themselves to other users of other devices to which Voiceflex connects or otherwise forwards the Customer’s data.
“Voiceflex”	means Voiceflex Limited, a company registered in England and Wales with company number 03544845 and its registered address at 13 Bow Court, Fletchworth Gate Industrial Estate, Coventry, CV5 6SP.

1.2 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

1.3 The clause headings do not affect the interpretation of these Terms and Conditions.

1.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

1.5 In case of a conflict or inconsistency, the following order of precedence shall apply:

- (a) the Data Processing Addendum set out in the Addendum to the Telavox Services Schedule;
- (b) the Order;
- (c) the remaining provisions of the Telavox Services Schedule; and
- (d) these Terms and Conditions.

1.6 Any standard or pre-printed conditions contained on any quotation, order, acknowledgement of order, invoice or similar document have no effect and do not apply to these Terms and Conditions or the Contract.

2. Services

2.1 Voiceflex shall supply the Services to the Customer in accordance with the Contract and shall use reasonable endeavours to meet the Service Levels.

2.2 Voiceflex may from time to time discontinue or modify the Services, provided that Voiceflex promptly provides the Customer with a functionally equivalent alternative.

2.3 Unless otherwise required to do so in order to comply with Applicable Laws, Voiceflex shall give the Customer at least 14 days' notice of any changes to the Rate Card, such changes to be effective at least 14 days following the expiry of such notice. Typically, Voiceflex will give notice of any changes on the first Business Day of a calendar month, with the changes being effective on the first day of the immediately following calendar month.

3. Equipment

3.1 Subject to clause 3.2, Voiceflex shall deliver the Equipment in accordance with the Contract.

3.2 The Customer acknowledges that, unless otherwise agreed in writing, Voiceflex shall deliver the Equipment following receipt of the Charges relating to the Equipment.

3.3 Title in the Equipment passes to the Customer on payment for the Equipment. Risk in the Equipment passes to the Customer when delivered.

4. Customer's obligations

4.1 The Customer shall use the Services in accordance with, and otherwise comply with, the Acceptable Use Policy.

4.2 The Customer shall indemnify and keep Voiceflex indemnified harmless from and against all losses (including loss of profit, business and similar losses), claims, costs, damages, liabilities, legal proceedings, fees and expenses awarded against or incurred by Voiceflex as a result or in connection with any alleged or actual breach of clause 4.1.

5. Sites and access

5.1 To the extent reasonably necessary, the Customer must procure at its own expense all permissions, licences, waivers, consents, registrations and approvals necessary for Voiceflex to deliver, install and provide the Services at the Sites.

5.2 To enable Voiceflex to carry out its obligations and exercise its rights under the Contract, the Customer must at the request of Voiceflex, permit or procure permission for Voiceflex or anyone acting on Voiceflex's behalf to access the Site at all reasonable times. Voiceflex will not be liable for any failure to provide the Services to the extent caused by the Customer's failure to comply with this clause.

5.3 The Customer will provide or procure a safe working environment at the Site for Voiceflex employees and anyone acting on Voiceflex's behalf. Voiceflex employees or anyone acting on Voiceflex's behalf will observe the reasonable regulations affecting the Site as previously advised in writing to Voiceflex.

6. Charges and payment

6.1 With effect from the Contract Start Date (or, if applicable, with effect from the Go-Live Date), Voiceflex shall issue invoices for the Charges as follows:

- (a) for Services (other than Usage Charges), monthly in advance;
- (b) for Usage Charges, monthly in arrears (or, if later, following receipt of the relevant call data records (CDRs) from Voiceflex's carriers); and
- (c) for Equipment, on the Contract Start Date.

6.2 Except where the invoice is the subject to a dispute pursuant to clause 6.5, the Customer shall pay each invoice issued by Voiceflex within thirty (30) days of receipt.

- 6.3 The Customer shall make payment of Voiceflex's invoice in full (without any set-off, deductions or withholding) by:
- (a) direct debit; or
 - (b) subject to payment by the Customer of a variable administration fee (as set out in the Rate Card), by bank transfer,
- to the bank account specified on Voiceflex's invoice. The Customer shall ensure that each payment includes its Voiceflex-provided account reference number.
- 6.4 All sums due to Voiceflex under the Contract are exclusive of Value Added Tax (VAT), which shall be added to the Charges and paid by the Customer.
- 6.5 If the Customer, acting in good faith, disputes that an amount is due or an invoice is valid, the Customer shall pay the undisputed portion in accordance with clause 6.2 and within thirty (30) days of the date of the invoice provide Voiceflex with a written notice explanation why the amount is in dispute, including supporting evidence, which must be sent by the Customer to accounts@voiceflex.com (the "**Disputed Invoice Notice**"). The parties shall then use all reasonable endeavours to resolve the invoicing dispute. If the invoicing dispute is not resolved within ten (10) Business Days of receipt of the Dispute Invoice Notice, then the invoicing dispute will be resolved in accordance with clause 15.
- 6.6 If the Customer fails to pay an undisputed invoice by the due date, then without prejudice to its other rights under these Terms and Conditions or the Contract:
- (a) Voiceflex is entitled to charge a variable late payment fee (as set out in the Rate Card), together daily interest on outstanding amounts, until payment in full is received by Voiceflex, at a rate equal to eight (8) per cent per annum above the Bank of England base rate as current from time to time, whether before or after judgement. Interest shall continue to accrue notwithstanding termination of the Contract; and
 - (b) subject to giving the Customer at least three (3) Business Days' prior notice of its intention to do so, suspend the Services that are the subject of the overdue invoice until payment has been received in full.

7. Suspension

- 7.1 Without prejudice to its other rights under these Terms and Conditions or the Contract, Voiceflex may suspend the Services (including, for the avoidance of doubt, the issue of any Internet Addresses or PSTN Telephone Numbers) without notice if:
- (a) Voiceflex considers (in its absolute discretion) that the Services are being used in breach of the Acceptable Use Policy; or
 - (b) the Customer does or fails to do anything which jeopardises the Services or any network to which they are connected; or
 - (c) the Customer is in breach of these Terms and Conditions or the Contract.
- 7.2 The Customer acknowledges and accepts that the Charges will continue to accrue during the period of any suspension under clause 7.1, and such suspension shall not affect the Customer's obligation to pay the Charges. For the avoidance of doubt, Voiceflex is entitled to withhold any newly issued Internet Addresses or PSTN Telephone Numbers during the period of a suspension.

7.3 Following a suspension under this clause 7 or clause 6.6(b), the reconnection of the Services is subject to a variable reconnection fee (as set out in the Rate Card).

8. Warranties and Representations

8.1 Each party warrants that:

- (a) it is validly incorporated under the laws of the place of its incorporation and has the power and authority to carry on its business as that business is now being conducted;
- (b) it has the power, capacity and authority to enter into and perform its obligations under these Terms and Conditions and the Contract; and
- (c) these Terms and Conditions and each Contract is executed by its duly authorised representative.

8.2 Voiceflex warrants that the Services shall be provided in compliance with all Applicable Laws and that Voiceflex will obtain all licences and permits required to comply with all Applicable Laws.

8.3 Voiceflex warrants that the provision of the Services will not in any way constitute an infringement of any intellectual property rights of any third party and that Voiceflex has obtained valid licences of all intellectual property rights which are necessary to the performance of the Services.

8.4 The Customer warrants that the Customer Content shall not contain any materials, advertising or services which are inaccurate or which infringe on or violate any Applicable Laws or right of a third party including any Intellectual Property Rights of any third party.

8.5 Save as expressly set out in the Contract, all conditions and warranties, express or implied, statutory or otherwise, (including but not limited to any concerning the fitness of the Services or any part thereof for a particular purpose) are hereby excluded.

9. Limitation of Liability

9.1 This clause 9 sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the other party in respect of:

- (a) any breach of these Terms and Conditions or the Contract by a party, or its employees, agents or subcontractors; and
- (b) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Terms and Conditions or the Contract.

9.2 Nothing in these Terms and Conditions limits or excludes:

- (a) liability for death or personal injury resulting from negligence; or
- (b) liability for any damage or loss incurred as a result of fraud or fraudulent misrepresentation; or
- (c) liability for any damage or loss incurred as a result of wilful misconduct; or
- (d) liability incurred by the Customer as a result of any breach by Voiceflex of the clause as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982; or
- (e) liability resulting from breach of a payment obligation.

9.3 Subject to clause 9.2:

- (a) neither party shall be liable for:

- (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill and/or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss or corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- (b) each party's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise under these Terms and Conditions or the Contract shall be limited to the greater of (i) the Charges paid or payable under the Contract under, or in connection with, such liability arises or (ii) £250,000.
- 9.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms and Conditions and each Contract.

10. Term and termination

- 10.1 Subject to earlier termination in accordance with clause 10.2 or clause 10.3, the Contract shall come into force on and with effect from the date of Voiceflex's acceptance of the Order ("**Contract Start Date**"), continue for the Minimum Term and thereafter continue until terminated by either party giving notice of termination of not less than the Termination Notice Period, in each case as set out in the Minimum Terms and Termination Notice Periods Schedule at <https://www.voiceflex.com/minterm>. For the avoidance of doubt, for Services which are subject to installation, configuration or other implementation the Minimum Term shall start on the relevant Go-Live Date. Termination of the Contract by the Customer under this clause is only effective if sent by email to terminations@voiceflex.com.
- 10.2 Subject to payment of a Termination Charge determined in accordance with clause 11.1, the Customer may terminate the Contract at any time on written notice to Voiceflex.
- 10.3 Either party shall have the right (without prejudice to its other rights) to terminate these Terms and Conditions or any Contract with immediate effect (except where stated otherwise below) by notice in writing to the other party in any of the following events:
- (a) the other party commits a material breach (save for a material breach in relation to payment in relation to which clause 10.3(b) applies) of the Contract and (in the case of a remediable breach) fails to remedy the breach within fourteen (14) days; or
 - (b) the other party fails to make any payment when it becomes due to the first party and has failed to make full payment within seven (7) days of the date that such payment become due; or
 - (c) a liquidator (other than for the purpose of solvent amalgamation or reconstruction), administrative receiver, administrator or receiver is appointed in respect of the whole or part of the assets and/or undertaking of the other party or the other party enters into an arrangement or composition with its creditors generally, or if the other party becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or other circumstances arise which

- entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to make a winding up order in relation to the other party; or
- (d) the other party has provided the first party with any false information or made a material misrepresentation for the purpose of obtaining the Services (or any part thereof); or
 - (e) the other party is suspected, in the first party's reasonable opinion, of involvement with fraud or attempted fraud or any other criminal offence in connection with the use of the Services; or
 - (f) the terminating party is instructed to do so by a court of law, regulator or other appropriate authority.

11. Consequences of termination

11.1 On termination of the Contract under clause 10.3, the Customer shall immediately pay to Voiceflex all Charges payable under the Contract up to the date on which the termination is effective ("**Termination Charge**"). In addition, where the Contract is terminated by the Customer under clause 10.2 or by Voiceflex under clause 10.3, there shall, in respect of each of the Services provided under the Contract, be added to the Termination Charge, for the period starting on the date on which the termination is effective and ending on the date of expiry of the Minimum Term (or, where termination is effective after the expiry of the Minimum Term, the earliest date on which the Customer would be entitled to terminate the Services) ("**Relevant Period**"), an amount equal to the aggregate of:

- (i) all Charges (other than Usage Charges) that would have been payable by the Customer to Voiceflex for the Services during the Relevant Period; and
- (ii) a proportion of the Usage Charges that would have been payable by the Customer to Voiceflex for the Services during the Relevant Period, determined using the following formula:

$$UC \times BM \times 60\%$$

Where:

UC is the average monthly Usage Charges payable by the Customer for the Services up to and including the last complete month prior to the month in which the date of termination is effective, and

BM is the number of billing months remaining during the Relevant Period.

11.2 The Customer acknowledges and agrees that the Termination Charge constitutes a genuine pre-estimate of the losses that Voiceflex would be likely to suffer as a result of early termination the Contract. On termination of the Contract for any reason:

- (a) the Customer shall immediately cease to make use of the Services and Voiceflex shall be entitled to invalidate any User Names;
- (b) the Customer shall immediately cease to use and return any Internet Addresses, Passwords, Domain Names and Internet Addresses allocated by Voiceflex to the Customer;
- (c) subject to receipt by Voiceflex of the Termination Charge and (if applicable) Voiceflex's then-current transfer fees, Voiceflex may at its discretion agree to

transfer to the Customer any Domain Name, Internet IP Address or PSTN Telephone Number used by the Customer; and

(d) any Software or other licences granted by Voiceflex to the Customer pursuant to the Contract are automatically revoked with immediate effect.

11.3 On termination of these Terms and Conditions for any reason each party will promptly return to the other party all materials in its possession or control which belong to the other party.

11.4 Termination of these Terms and Conditions or the Contract shall be without prejudice to any accrued rights and obligations of the parties under these Terms and Conditions or the Contract as at the date of termination, and shall not affect the continuing rights and obligations of the parties under any other provision of the Contract which is required to give effect to such termination or the consequences of such termination.

12. Intellectual Property Rights

12.1 Except as expressly provided in this clause, all Intellectual Property Rights shall remain the property of the party creating or owning the same and nothing in these Terms and Conditions or in the Contract shall be deemed to constitute any assignment or licence of the Intellectual Property Rights of from one party to the other party.

12.2 Where Voiceflex provides software to the Customer in connection with the Services ("**Software**"), Voiceflex grants to the Customer a non-exclusive, non-transferable licence to the Customer to use the Software to the extent reasonably necessary to benefit from the Services.

12.3 The Customer shall not copy or (except as permitted by law) decompile or modify the Software, or copy any associated manuals or documents.

12.4 The Customer shall sign any agreement at the Customer's cost reasonably required by the owner of the Intellectual Property Rights in the Software to confirm how that Software will be used and to protect its Intellectual Property Rights.

12.5 The Customer acknowledges and agrees that:

(a) as between Voiceflex and the Customer, Voiceflex owns or is the licensor of the Intellectual Property Rights in the Domain Names, Internet Addresses, PSTN Telephone Numbers, Passwords and User Names; and

(b) Voiceflex is entitled from time to time to change the Customer's User Names, Internet Addresses and Passwords for the purpose of network maintenance, enhancement, modernisation or other work that Voiceflex considers necessary.

13. Confidentiality

13.1 Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other which is disclosed or otherwise comes into its possession directly or indirectly as a result of the Contract and which is of a confidential nature ("**Confidential Information**") except as strictly necessary to perform its obligations or exercise its rights under the Contract, provided that this obligation shall not apply to Confidential Information which:

(a) the receiving party can prove was already in its possession at the date it was received or obtained; or

(b) the receiving party obtains from some other person without any breach of confidentiality; or

- (c) comes into the public domain otherwise than through the default or negligence of the receiving party or which is independently developed by or for the receiving party without use of the other party's Confidential Information; or
 - (d) the receiving party is under a mandatory obligation to disclose to a government body, court, agency or regulatory body.
- 13.2 Each party shall ensure that its employees, agents and sub-contractors are bound by an undertaking in substantially the same terms as contained in this clause 13.
- 13.3 The obligations in this clause 13 shall continue in force after expiry or termination of the Contract.
- 13.4 The details of these Terms and Conditions and each Contract shall be deemed Confidential Information.

14. Force Majeure

- 14.1 Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Contract, to the extent that such failure is due to any event of Force Majeure.
- 14.2 A party affected by a Force Majeure Event shall:
- (a) promptly notify the other of the occurrence of a Force Majeure Event including the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure Event;
 - (b) use its reasonable endeavours to remedy, or mitigate the effect of the Force Majeure Event;
 - (c) continue to perform its obligations under the Contract to the extent possible during the period of the Force Majeure Event (but the Customer shall not be required to pay Charges for Services to the extent it does not receive such Services because of the Force Majeure Event).
- 14.3 If an event of Force Majeure prevents a party performing its obligations under the Contract for a period of more than ninety (90) days, either party may terminate forthwith such part of the Contract as is affected by the event of Force Majeure by serving written notice on the other party.

15. Disputes

- 15.1 Any disputes, controversies or claims arising out of the Contract shall first be referred to the parties' respective Representatives. The respective Representatives will review the nature of the dispute together within thirty (30) days of the dispute arising and if they cannot reach agreement on the dispute within such thirty (30) day period, the matter shall be referred to the Chief Executive Officer or Managing Director of that part of the relevant party's business which is responsible for performing the obligations of that party under the Contract. If the Chief Executive Officer or Managing Director are themselves unable to resolve the matter within thirty (30) days of the first request to do so, the parties shall resolve the matter in accordance with clause 15.2.
- 15.2 Any dispute, controversy or claim which remains unresolved following escalation in accordance with clause 15.1 shall be resolved in accordance with the CEDR ADR Service or such other alternative dispute resolution procedure as the parties may agree.

16. Assignment

- 16.1 Subject to clauses 16.2 and 16.3, neither party shall assign, delegate or otherwise deal with all or any of its rights and obligations under the Contract without the other party's prior written consent, such consent not to be unreasonably withheld or delayed.
- 16.2 Either party may assign its rights under the Contract to a Group Undertaking.
- 16.3 The Customer acknowledges that Voiceflex may utilise facilities provided by a third party for all or part of the Services, or sub-contract all or part of the Services to a third party.
- 16.4 No assignment, delegation, sub-contracting or other dealing with a party's obligations under these Terms and Conditions or the Contract shall relieve that party of liability for any failure to fulfil such obligations.

17. Notices

- 17.1 Any notice which may be given by either party under these Terms and Conditions or the Contract shall be:
- (a) sent by courier or by post to the other party's registered office; or
 - (b) sent by email to, in the case of Voiceflex, notices@voiceflex.com or, in the case of the Customer, the email address for the Customer as stated in the Contract,
- or such other postal or email address notified by either party to the other party for the purpose of this clause.
- 17.2 A notice given under clause 17.1 shall be deemed to have been received:
- (a) if sent by courier, at the time of delivery;
 - (b) if sent by first class post, two (2) Business Days after posting; or
 - (c) if sent by email, at 9am on the Business Day after the day on which the email is sent.

18. Severance

- 18.1 If any provision of these Terms and Conditions or the Contract is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable:
- (a) the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable; or
 - (b) to the extent that modification under Clause 20.1(a) cannot be implemented, such provision or part-provision shall, to the extent required, be deemed not to form part of these Terms and Conditions or the Contract,
- and the validity and enforceability of the other provisions of these Terms and Conditions or the Contract shall not be affected.

19. Third Parties

- 19.1 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions or the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

20. Entire Agreement

20.1 The Contract, including any other documents expressly referred to in these Terms and Conditions, constitutes the entire understanding between the parties relating to the subject matter hereof and supersedes all prior writings, negotiations or understandings with respect to its subject matter.

21. Relationship of the Parties

21.1 Nothing in these Terms and Conditions shall constitute, or be deemed to constitute, a partnership between the parties nor, except as expressly provided, shall it constitute, or be deemed to constitute, any party the agent of any other party for any purpose.

22. Waiver

22.1 No failure to exercise nor any delay in exercising any right, power, privilege or remedy under these Terms and Conditions shall impair or operate as a waiver thereof in whole or in part.

22.2 No single or partial exercise of any right, power privilege or remedy under these Terms and Conditions shall prevent any further or other exercise thereof or the exercise of any other right, powers, privilege or remedy.

23. Invalidity

23.1 If any provision of these Terms and Conditions shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of these Terms and Conditions in that jurisdiction shall not be affected, and the legality, validity and enforceability of these Terms and Conditions in any other jurisdiction shall not be affected.

24. Variation

24.1 Subject to clause 2.3, 24.2 and 24.3, the Contract may only be amended upon the written agreement of the parties, signed by duly authorised representatives of both parties.

24.2 Voiceflex is entitled to amend these Terms and Conditions or the Contract in response to the termination or amendment of an agreement between Voiceflex and its service provider, its insurers' requirements, or a legal or regulatory change by giving the Customer not less than thirty (30) days' written notice. If the Contract that is materially and adversely affected by Voiceflex's amendment the Customer may terminate the Contract by giving Voiceflex at least seven (7) days' notice, such notice to be received by Voiceflex before the date on which Voiceflex's amendment is effective. If the Customer fails to exercise its right to terminate in accordance with this clause, the Customer is deemed to have accepted Voiceflex's amendment.

24.3 Voiceflex is entitled to amend the Acceptable Use Policy by giving the Customer not less than five (5) Business Days' written notice.

25. Governing Law and Jurisdiction

The Contract shall be governed by and construed and interpreted in accordance with the laws of England and the parties hereby submit to the non exclusive jurisdiction of the English courts.

SCHEDULE 1: TELAVOX SERVICES SCHEDULE

1. Definitions

- 1.1 Words defined in the Terms and Conditions have the same meanings when used in this Telavox Services Schedule. In addition the following words have the following meanings:

“Data Processing Addendum”	means the data processing addendum attached to this Schedule.
	(i)
“Products”	means such products as are necessary for use of the Telavox Services, including without limitation telephones, ATA boxes, terminals and other products.
“Special Equipment”	means such equipment required for the use of the Telavox Services, including without limitation computers with a broadband connection and office network.
“Telavox Services”	means the telephony and communication services described at [URL].

2. Use of the Telavox Services

- 2.1 Voiceflex hereby grants to the Customer a non-exclusive, non-transferable licence for the Customer to access and use Voiceflex’s platform during the term of the Contract as reasonably necessary to receive and benefit from the Telavox Services.
- 2.2 The Customer may only connect such Special Equipment and Products that fulfil the requirements specified in laws, regulations or technical standards with respect to the Telavox Services.
- 2.3 The Customer acknowledges that Voiceflex or its suppliers are continuously developing the Telavox Services. Voiceflex or its suppliers are entitled to perform maintenance, update and modify the Telavox Services, provided that any such maintenance, updating or modifying shall not in any material respect have an adverse effect on the availability or functionality of the features of the Telavox Services.

3. Data Protection

- 3.1 Each party shall comply with its obligations under the Data Processing Addendum.

4. Termination

- 4.1 If Voiceflex’s supplier terminates the agreement under which Voiceflex resells the Telavox Services to end customers, Voiceflex shall be entitled to terminate the Contract by giving the Customer not less than six (6) months’ written notice.

ADDENDUM TO SCHEDULE 1:

DATA PROCESSING ADDENDUM

1. Definitions

1.1 Words defined in the Terms and Conditions or in the Telavox Services Schedule have the same meanings when used in this Addendum. In addition, the following words have the following meanings:

“Customer Personal Data”	means any Personal Data Processed by Voiceflex on behalf of the Customer pursuant to or in connection with the provision of the Telavox Services.
“Data Protection Laws”	means: (i) the UK GDPR (as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019), the Data Protection Act 2018, and the Electronic Communications (EC Directive) Regulations 2003; and (ii) any other data protection laws and regulations, orders and any codes of practice, guidelines and recommendations issued by the Information Commissioner’s Office or any replacement or equivalent body, as amended and in force from time to time.

1.2 The terms, "**Controller**", "**Processor**", "**Data Subject**", "**Personal Data**", "**Personal Data Breach**" and "**Processing**" have the meanings given to them in the UK GDPR, and their cognate terms shall be construed accordingly.

2. Processing of the Customer Personal Data

2.1 This Addendum applies to the Processing of Personal Data by Voiceflex in the course of providing the Telavox Services. For the purposes of the Telavox Services and this Addendum, the Customer is the Controller and Voiceflex is the Processor.

2.2 Voiceflex shall Process Personal Data as reasonably necessary for the provision of the Telavox Services under the Contract and in accordance with the Customer's documented instructions which, unless expressly agreed otherwise, shall at all times be consistent and in accordance with the terms of the Contract. Voiceflex may Process Personal Data otherwise than in accordance with the Customer's instructions if required to do so by Applicable Laws. In such case Voiceflex shall inform the Customer of that legal requirement, unless prohibited from doing so by Applicable Laws.

2.3 The Customer is responsible for the lawfulness of the processing of Customer Personal Data in connection with the Telavox Services. The Customer shall (i) have provided, and will continue to provide all notices and have obtained, and will continue to obtain, all consents, permissions and rights necessary under Applicable Laws for Voiceflex to lawfully process Customer Personal Data for the purposes contemplated by the Contract (including this Addendum); (ii) have complied with all Data Protection Laws applicable to the collection and provision of

Customer Personal Data to Voiceflex; and (iii) ensure its processing instructions comply with all Data Protection Laws.

3. Security

- 3.1 Voiceflex shall implement and maintain appropriate technical and organisational measures to protect Customer Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.
- 3.2 The Customer agrees that, except as provided by this Addendum, it shall implement and maintain appropriate technical and organisational security measures designed to protect Customer Personal Data from Security Breaches and to preserve the security and confidentiality of Customer Personal Data while in the Customer's dominion and control.
- 3.3 Voiceflex shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to Voiceflex) to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk to data subjects.

4. Voiceflex personnel

- 4.1 Voiceflex shall take reasonable steps to (i) ensure the reliability of any personnel who may have access to the Customer Personal Data or to the locations at which the Customer Personal Data is processed, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Customer Personal Data for the purposes of the Contract; and (ii) ensure that any personnel are informed of the confidential nature of the Customer Personal Data, and are under a contractual or statutory obligation of confidentiality.

5. Sub-processors

- 5.1 The Customer authorises Voiceflex to appoint sub-processors for the Processing of Customer Personal Data in accordance with this paragraph 5.
- 5.2 Voiceflex shall enter into a written agreement with each sub-processor imposing data protection terms that are no less protective than those set out in this Addendum. Voiceflex shall be liable for the acts and omissions of any sub-processor to the same extent as if the acts and omissions were performed by Voiceflex.
- 5.3 The Customer authorises Voiceflex to engage Telavox AB (Reg. No. 556600-7786, and with its registered office at Stora Varvsgatan 6, SE-211 19 Malmö, Sweden) as a sub-processor. Subject to paragraph 5.4, Voiceflex may from time to time engage additional or replacement sub-processors, provided that Voiceflex gives the Customer written notice of such update at least thirty (30) days prior to the engagement being effective.
- 5.4 If the Customer notifies Voiceflex in writing of any reasonable grounds on which it objects to an additional or replacement sub-processor that Voiceflex proposes to engage within fourteen (14) days after the date on which Voiceflex gives notice to the Customer:
 - (a) Voiceflex shall work with Customer in good faith to make available a commercially reasonable change in the provision of the Telavox Services which avoids the use of the proposed sub-processor; and
 - (b) where such a change cannot be made and Voiceflex chooses to retain the sub-processor, Voiceflex shall notify the Customer and the Customer may, within thirty (30) days of receipt of such notification, terminate the Telavox Services with immediate effect.

6. Data Subject Rights

- 6.1 The Customer acknowledges, as part of the Telavox Services, it is responsible for responding to any Data Subjects' request under any Data Protection Laws relating to the Processing of Customer Personal Data ("**Data Subject Request**"). Voiceflex shall:
- (a) to the extent permitted by Applicable Laws, promptly notify the Customer if it receives a Data Subject Request from a Data Subject; and
 - (b) to the extent that the Customer is unable to independently access the relevant Customer Personal Data within the Telavox Services, Voiceflex shall, taking into account the nature of the processing, provide reasonable cooperation to assist the Customer to respond to Data Subject Requests.
- 6.2 Unless prohibited by Applicable Laws or a legally-binding request of law enforcement, Voiceflex shall promptly notify the Customer of any request by government agency or law enforcement authority for access to or seizure of Personal Data.

7. Personal Data Breach Notification

- 7.1 Voiceflex shall promptly notify the Customer if it becomes aware of a Personal Data Breach affecting the Customer Personal Data. Voiceflex will provide the Customer with sufficient information to enable the Customer to meet any obligations to report or inform Data Subjects and/or the Information Commissioner of the Personal Data Breach.
- 7.2 Voiceflex shall co-operate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of Personal Data Breaches.
- 7.3 Voiceflex shall provide the Customer with such reasonable assistance as the Customer reasonably requires in relation to: (i) the notification of a Personal Data Breach to the Information Commissioner or (ii) the communication of a Personal Data Breach to a Data Subject.

8. Audit; return or deletion of Personal Data

- 8.1 Voiceflex will provide the Customer with all the information reasonably necessary to demonstrate that Voiceflex fulfils its obligations under this Addendum. Furthermore, Voiceflex will, at the written request of the Customer, allow for and contribute to audits, including inspections by the Customer or an auditor that is authorised by the Customer.
- 8.2 On expiry or earlier termination of the Contract, Voiceflex shall, at the Customer's option, return or delete any Personal Data in Voiceflex's possession or control, and not retain any copies for longer than the limited-access phasing out period referred to in paragraph 9.1 below, unless Voiceflex is required to do so by Applicable Laws.

9. Details of Processing; DPIAs; transfers of Personal Data

- 9.1 Voiceflex will Process the Customer Personal Data to provide the Telavox Services. The details of the processing are as follows:

Subject matter and duration of the processing of Customer Personal Data:	The subject matter of the processing is the provision by Voiceflex of the Telavox Services to the Customer during the term of the Contract. On termination of the Telavox Services, Voiceflex or its supplier
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	will return or delete the Customer Personal Data. The Customer Personal Data is phased out from limited-access backups over a period of up to two (2) years (subject to requirements to retain and delete data under applicable law).
The nature and purpose of the Processing of Customer Personal Data:	Voiceflex collects, copies, shares and stores Customer Personal Data for the purpose of providing the Telavox Services to the Customer.
The types of Customer Personal Data to be Processed:	<ul style="list-style-type: none"> ● Name ● Password ● Email ● User ID ● Phone number ● IP address ● User-generated data, e.g. communication information such as call detail records, data consumption, video conference records, chat records ● Profile picture (<i>optional, if uploaded by end users</i>) ● Recordings (<i>optional, set by administrator</i>) ● User event logs for fulfilling support and maintenance services undertakings
The categories of Data Subject to whom Customer Personal Data relates:	Employees and other individuals authorised by the Customer to use the Telavox Services.
The obligations and rights of the controller:	The Customer's obligations and rights are set out in the Terms and Conditions.

9.2 The rights and obligations of the Customer in relation to the Processing of Personal Data shall be as set out in this Addendum, the Contract and in the Data Protection Laws.

9.3 Voiceflex shall provide reasonable assistance to the Customer with any data protection impact assessments, and prior consultations with the Information Commissioner or other competent data privacy authorities, that the Customer reasonably considers to be required by article 35 or article 36 of the UK GDPR (or equivalent provisions of any other Data Protection Laws), in each case solely in relation to Processing of Customer Personal Data by, and taking into account the nature of the Processing and information available to, Voiceflex.

9.4 Unless otherwise agreed, in order to provide the Telavox Services Voiceflex will only access Personal Data from, and transfer Personal Data to (i) the United Kingdom (ii) countries or territories formally recognized by the United Kingdom as providing an adequate level of data

protection ("**Adequate Countries**") or (iii) other countries, provided that Voiceflex uses a Valid Transfer Mechanism in accordance with paragraph 9.5 below.

9.5 Voiceflex may use one or more of the transfer mechanisms listed below for any transfers of Personal Data under this Addendum from the United Kingdom to countries which do not ensure an adequate level of data protection (each known as a "**third country**"), to the extent such transfers are subject to Data Protection Laws:

- (a) International Data Transfer Agreement; or
- (b) in the event that, after the date that the Contract becomes effective, an alternative or additional mechanism is approved under Data Protection Laws for the transfer of Personal Data to a specific third country, Voiceflex shall be entitled to rely upon this mechanism, subject to being able to demonstrate compliance with its requirements.