

Cloud Phone Saver Single Phone Line – Simple VoIP Terms of Service ("Agreement")

Please carefully read the Terms of Service below.

Essential Service Information**Introduction**

This Agreement sets out the terms on which Simple Telecommunications Ltd agrees to provide its Cloud Phone Saver Single VoIP Phone Line services including those services, features or functionality provided by means of mobile applications ("Service") to you. If you have any questions about this Agreement, please call our customer care team on 0330 122 0000 (or such other telephone number as may be posted on our web site from time to time). This Agreement commences on the date that Simple Telecommunications Ltd first accepts your order.

1 DEFINITIONS

- a. 'You' or 'you' means the customer named in the online application for the Services, and 'your' shall be construed accordingly.
- b. 'we' 'us' or Simple Telecoms, means Simple Telecommunications Ltd trading as Simple Telecoms.
- c. 'Property' means any address at which the Services are supplied to you.
- d. 'Equipment' means any equipment provided by us to enable you to use the Services.
- e. 'Service(s)' means any service provided by Simple Telecommunications Ltd.
- f. 'Commencement Date' shall mean the date the Service is made available to you.
- g. 'VoIP' shall include any VoIP Phone service we provide using your broadband connection in your Property.
- h. 'Working Day' means any day other than (a) a Saturday or Sunday and (b) any day on which banks located in England are closed for the conduct of regular banking business.
- i. 'Bill' means the monthly invoice you will receive for the Services we supply to you under the Simple Telecoms brand.
- j. 'Designated User' means any person(s) that you authorise as users of your VoIP telephone service.
- k. 'VoIP Phone service' means the basic two-way communication service via whichever carriers or networks we may elect to use from time to time and any ancillary telephony services made available to you by us from time to time.
- l. 'Broadband service(s)' / 'Fibre Broadband service(s)' means the use of online information, communication and other services provided by us or a third party, (but excluding any Simple Telecoms hosted email accounts), and access to information and services provided by third parties, on the internet, where we are providing a fixed line Broadband connection.
- m. 'Voice network(s)' means the underlined provider for termination of the inbound or the outbound call for the purpose of the Service.
- n. 'Accompanying Material' means any documentation provided by us that is associated with the VoIP telephone service.
- o. "Order" means your order of the Service via the Simple Telecoms website.
- p. " Cloud Phone Saver voucher" or "TopUp" means the top up of a Cloud Phone Saver service with £10, £25 or £35 at the point of ordering.

- q. "Sagepay" means the online payment services provided by Opayo ELAVON FINANCIAL SERVICES DAC (UK Branch), trading as Opayo. Registered in England and Wales Establishment No. BR022122. Registered Office at Level 15 City point One Ropemaker Street, London, EC2Y 9AW, United Kingdom.
- r. Simple Telecoms is a trading name of Simple Telecommunications Ltd, whose registered office is at Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL. Registered in England 08283225. VAT GB 163249312
- s. "On Loan" means you do not own the Router or ATA to access the service.

2. ESSENTIAL SERVICE INFORMATION

a. By signing up to the Service you understand and agree that the Service may not offer all the features you may expect from a traditional phone line and may sometimes be unavailable as a result of things over which we have no control, for example, power disruptions and failures of your internet service provider (ISP), broadband connection or mobile network where you are using a mobile application.

You must maintain your broadband and power connection to use the Service or, for certain mobile applications, a WIFI or other data connection (e.g., 3G/4G). And for power a UPS battery backup unit, which we do not provide. We can provide a cost for a UPS battery backup on request.

Our VoIP telephone Services may be used with devices such as wireless telephones, mobile telephones, smartphones, PDAs, tablets, or pads which we do not provide.

b. We can record any conversations between you and our staff when contacting our customer services.

3 CUSTOMER REPRESENTATIONS

The Customer hereby represents and warrants to Simple Telecommunications Ltd that:

- a. If an individual, you are at least 18 years of age.
- b. You have full authority or power and authority to execute and deliver these T&Cs to perform the obligations herein.
- c. These T&Cs constitute your legal, valid, and binding obligations.
- d. All information that you have provided, and may from time to time provide, to Simple Telecommunications Ltd is and, unless you deliver written notice to Simple Telecommunications Ltd to the contrary, shall continue to be, true and complete. Any falsifying of information will be your sole responsibility under law.
- e. You agree that you will not use the services for any unlawful purposes such as making any offensive, indecent or hoax telephone calls or allowing other persons to do so or using the services fraudulently or in connection with a criminal offense. You will not falsify or use the services to transmit or intercept any voice or data service that in any way detriment or harm to any communication system. You will comply with all reasonable instructions provided by us in relation to the services and will fully indemnify us against any expenses, liabilities, losses, costs (including legal costs), action, claims, damages, or liabilities howsoever incurred by us as a result of your breach of this agreement.

4. THE SERVICE

a. You must prepaid us all non-included call charges relating to your use of the Service(s) from the Commencement Date in accordance with our published tariff.

b. We will use reasonable efforts to make the Service(s) available but owing to the nature of communication networks we are unable to guarantee to provide a fault free service; the quality of the Service(s) depends on broadband communication network to which you are connected and on other communication networks to which the person you may be calling is connected. The Service(s) might be adversely affected by too many people trying to use the network at the same time, both internal and external factors. If a fault occurs you should report the fault by telephone, email or in writing to your providers broadband technical support team.

c. We may use whichever Voice network(s) we consider appropriate to supply these Services to you and may change the Voice network(s) we are using at any time and without notice provided this does not affect the price(s) which we are charging you. We may suspend the Service(s), including for scheduled periods of downtime, where necessary for operational reasons such as repair, maintenance, or improvement of the Service(s) or because of an emergency. Except in the event of an emergency, we will try to give you as much notice as possible of any periods of scheduled downtime of the Service(s) by sending an email to the email address you have provided to us to contact you or by any other reasonable means. We will restore the Service(s) after suspension as soon as we reasonably can.

d. Any phone or other equipment used by you to access the Service(s) must be lawfully approved for connection. You must not use the Service(s) for any improper or unlawful purpose. You must comply with any instructions we give you about the Service(s).

e. We cannot be responsible for any fraudulent or unauthorised calls made on your Service(s) or for the proper safeguarding or security of your Service(s) including account number and PIN code.

f. As our billing system is not updated instantly when you make a call, you may exceed any such pre-paid limit. If this happens, you will still be liable for all relevant charges which will be deducted from your new credit recharge.

g. If at any time we have reason to believe any amount due from you may not be paid, we may ask for a reasonable deposit to be used as security.

h. We may limit your ability to make certain types of call at our sole discretion (for example international calls), and only remove this limit upon request. Access to high call cost international destinations can be removed on receipt of deposit. All calls to premium rate numbers are barred and cannot be removed. If you require access to these types of numbers, you will need to move to a different telephone provider.

i. In some cases, Simple Telecoms may utilise the public Internet and third-party networks outside of its control in conjunction with the provision and maintenance of the Services and its websites. In such cases, Simple Telecoms makes no representation that the Internet or any such third-party network will adequately secure or protect your privacy or any end user's personal information, and

Simple Telecoms expressly denies any associated liability. Actions or inactions caused by these third-party networks can result in situations in which Simple Telecoms customers' connections may be impaired or disrupted. Although Simple Telecoms will use commercially reasonable efforts to remedy or avoid such events, Simple Telecoms expressly disclaims warranties and any liability with respect to these third-party networks or any disruptions that may occur thereon.

j. You accept that when you order the Service from us, we will carry out credit reference enquiries about you and that we may also carry out identity and fraud prevention enquiries. All information disclosed to us following such enquiries will be protected and kept secure in accordance with our Privacy Policy. Credit reference enquiries will show on your credit history.

5. Emergency Service Listing

a. It is the end user's sole responsibility to notify us of a change of address/location where the service is being used on a permanent basis. This will be used by the police, fire, and ambulance services to provide 999 services to the caller. It should be the name of the person living at the address most likely to make the call (not always the bill payer). If the address or premise details are wrong, neighbours can help the attending response team to locate the person by name. Please contact customer service on 0330 122 0000 to update the location and the name of a person living at the address to be included in the new location listing.

For each phone line that you utilize with the Service, you must register with Simple Telecoms the physical location where you will be using the Service. Your initial location will be registered as a part of subscribing to the Service. It is your responsibility to maintain the accuracy of your location address via your online account if there are any changes. If you do not update us with changes, it may or may not be possible for emergency operators and authorities to identify your location and phone number when you dial 999/112. When you dial 999/112 you will need to state your location and phone number promptly and clearly, as emergency operators and authorities may not have this information.

b. The Service is fully operational, 999/112 public emergency call services can be accessed from within England, Wales, Scotland, and Northern Ireland. However, you understand and acknowledge that there may be some limitations as set out in the following paragraphs.

c. If you use the Service **outside** England, Wales, Scotland, and Northern Ireland you will not be able to call emergency services in the country where you are located. A line from another communications provider will be required to call emergency services outside England, Wales, Scotland, and Northern Ireland.

d. If there is a Service outage for any reason, such as internet or power outage will prevent access to 999/112 dialling.

e. Emergency operators and authorities may or may not be able to identify your phone number to call you back if the call is unable to be completed, is dropped, or disconnected, or if you are unable to speak to tell them your phone number and/or if the Service is not operational for any reason. emergency operators and authorities may also not be able to hold your line open in the event you hang up.

f. You agree to inform potential users of the Service of the above limitations, and you understand and accept that you should always have an alternative means of accessing 999/112 emergency services.

g. If Simple Telecoms suspends the VoIP Telephone Service you will still be able to dial 999/112.

6 FAIR USAGE POLICY

a. If you are a customer with an included calls plan, you have certain usage obligations. These obligations require your use of our Services to be for private, personal, and legitimate consumer purposes. This Fair Usage Policy explains your usage obligations, how to avoid breaching these obligations, and what will happen if your usage breaches these obligations and falls outside this Fair Usage Policy.

- You must only use our included call plan Services for private, personal, and legitimate consumer purposes. You must not use our included call plan Services for business purposes.

b. What to avoid:

- Making calls in relation to the administration of or to promote or market a business, group, or organisation or
- for any non-private or non-personal purpose. For example, making an excessive number of calls to a customer base or non-personal or non-private distribution list with the intent of promoting a business or
- service would constitute use of our Services for business purposes and would fall outside this Fair Usage.

c. Policy.

- Making unusually high volumes of calls, making multiple calls at the same time, or making calls to earn financial revenue or any other reward from these calls, would constitute use of our Services that falls outside this Fair Usage Policy.
- Making nuisance phone calls would fall outside this Fair Usage Policy.

d. What happens if the Customer's usage falls outside this Fair Usage policy?

- For the avoidance of doubt the prohibited activities listed above is a non-exhaustive list.
- Simple Telecoms reserves the right to assess any activity which we consider inconsistent with a reasonable Customer's good faith use of the Services provided by us as a breach of this Fair Usage Policy.

If Simple Telecommunications Ltd reasonably suspect you are not complying with this policy, we reserve the right to impose further charges or disconnect the Customer's Service(s) or to change the tariff at any time, having attempted to contact the Customer first.

7. SUSPENSION / TERMINATION OF THE SERVICES

- a. At our sole discretion, we can suspend or disconnect the provision of the Service(s) immediately, without telling you and without notice if:
- b. we believe you are using the Service(s) in an unlawful, harmful, threatening, defamatory, libellous, deceptive, abusive, obscene, offensive, harassing or racially or ethnically offensive, menacing or otherwise criminal in nature or in breach of any copyright, privacy or any other rights or any similar behaviour, or impersonate another person;
- c. you fail to pay any charges billed by us to you by the due date (unless we have agreed to waive or accept late payment thereof) or commit any other substantive breach of this Agreement;
- d. your credit limit is exceeded;
- e. we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of the services or equipment is taking place;
- f. we have reasonable grounds for believing you may not pay any amount(s) that are, or may become, due from you, this includes verbal communication to a Simple Telecoms operator;
- g. your phone number is being advertised in or on a public phone box or other public space for solicitation purposes;
- h. we no longer hold a valid live direct debit for you;
- i. If Simple Telecommunications Ltd receives a notification from the customer's bank that their payment method has been suspended or cancelled due to death, and we have not been notified by any other contact for that account to the contrary before the notification is received, we reserve the right to cease services and terminate the account with immediate effect.
- j. Direct Debit has been cancelled at the bank.
- k. Any Direct Debit/s or card payments have been reversed by your bank or card provider.
- l. you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or the Service(s);
- m. another company which is responsible for supplying your broadband service (e.g., a Cable network) suspends or terminates service on the line being used by us to provide our Services; or
- n. there are reasons outside of our control.
- o. you make, or offer to make, an arrangement with your creditors.
- p. you commit an act of bankruptcy; someone brings a petition, receiving order or administration order against you to make you bankrupt, you are a limited company and a resolution to wind you up is passed or a receiver or administrator is appointed over all or part of your assets. We can also end this Agreement if we consider any of these things or something similar may happen;

- q. any regulatory change affecting our ability to offer the Service is introduced, including but not limited to any authorisation or licence under which we provide the Service expiring or being revoked.
- r. We may terminate your Service at any time without liability to you if any underlying arrangement with other operators or suppliers is terminated for whatever reason.
- s. We may terminate this Agreement and your Service at any time for convenience upon giving you not less than 30 days' prior written notice without liability to you. If we give notice of termination for convenience no disconnection fees will apply.
- t. In the above cases this Agreement does not come to an end, and you are still liable for any minimum call charges and all monthly (or other periodic) charges due during any period of suspension. In addition, in certain of the above circumstances, all outbound calls may be routed directly to our overdue account team in which case you will hear an automated announcement advising you of the reason why your call could not be completed as dialled; if you have arranged call forwarding on your line, then we cannot accept responsibility for any loss or embarrassment caused to you in the event that someone calling your number also hears this message when their call is forwarded, and any stored voicemail greetings or messages may be lost.
- u. Upon any suspension or termination by us, you are responsible for all charges under your call plan that would have been payable but for suspension or termination, including without limitation unbilled charges, applicable disconnection fees and other charges all of which immediately become due and payable. We may immediately charge these amounts to your direct debit. We may or may not agree to restore your Service. Before we agree to restore your Service, a re-activation fee may be charged.

8. NUMBER PORTABILITY

- a. Number portability may be unavailable with the Service. If you wish to port your telephone number to Simple Telecoms or your telephone number from Simple Telecoms to another provider, you may not be able to keep your telephone number. For more information on transferring your telephone number away from Simple Telecoms see contact our Customer team on 0330 122 0000
- b. If you port out your telephone number to another provider, the Service and this Agreement will not be cancelled automatically, and you will remain responsible for payment of all subscription charges and other charges under this Agreement for their full term. Upon completion of a number port way from Simple Telecoms to another provider you will need to cancel this Agreement and your Service in accordance with clause CANCAELATION "a" below.
- c. Under Ofcom regulations, Number portability will be unavailable if the service is suspended or disconnected. For more information on transferring your telephone number away from Simple Telecoms see contact our Customer team on 0330 122 0000.

9. EQUIPMENT

a. If your service is cancelled or terminated you must return the Equipment within 30 days after cancellation. Simple Telecoms will provide a DHL returns bag and arrange collection. The Equipment can be returned by Royal Mail at the customer's expense. And must be returned to Simple Telecoms by recorded delivery to WideFM Ltd, C/O Simple Telecommunications Ltd, Unit 6 The Concept Centre, Innovation Close, Poole, Dorset, BH12 4QD. We recommend you retain the proof of postage;

d. you must return the "On Loan" Equipment undamaged in its original packaging with the universal product code or bar code intact. All components, manuals and registration cards must be included.

c. You must not reconfigure, factory reset, alter, or tamper with the equipment ("Equipment"), supplied to you for the purpose of accessing the Service. If you reconfigure, factory reset, alter, or tamper or have someone else reconfigure, copy, alter or tamper with the equipment or any mobile application in any way that facilitates a compromise of our Service, you are responsible for any charges that result, and damages incurred by Simple Telecoms as a result.

d. In the event that the equipment needs to be reconfigured, regardless of why, the equipment must be returned to us (to such address as shall be notified to you by Simple Telecoms) in order to be reset. All cost for postage and reconfiguring the equipment is to be paid by the customer.

e. We will provide a warranty on Equipment covering manufacturing defects only for a period of the service is live. If Equipment supplied by us is faulty because of manufacturing defects you must report the fault by telephoning us promptly on 0330 122 0000 (or such other telephone number as may be posted on our web site from time to time) and we shall replace the Equipment for you provided the faulty Equipment is returned to us (to such address as shall be notified to you by Simple Telecoms) within a period of 30 days following the date on which the fault was reported to us. The faulty Equipment must be returned to us in its original packaging with the universal product code or bar code intact. All components, manuals and registration cards must be included. You will be charged for the replacement Equipment (including our delivery costs). The amount charged for the replacement Equipment (excluding our delivery costs) will be credited back to you provided we receive the faulty Equipment within 30 days following the date on which the fault was reported to us and provided further that the fault is not caused by abuse, negligence, or loss of configuration while in your care.

d. You agree to notify us immediately by calling the Simple Telecoms customer support line if the "On Loan" Equipment used to access the Service is stolen or if you become aware of any unauthorised use of the Service. Failure to do so may result in you being liable for any losses arising as a result of such unauthorised use and suspension or termination of your Service.

e. If, at any time, the Service is affected or unavailable other than due to our fault you will continue to be billed for the Service.

10. CANCELLATION

a. Simple Telecoms bills in regular recurring monthly cycles commencing from the date on which the service goes live. You can cancel this Agreement in full, or some but not all your lines and other features of the Service, at any time for any reason by giving 30 days' notice. This can be done by telephoning us on 0330 122 0000 (or such other telephone number as may be posted on our web site from time to time) or by email. You can choose to cancel immediately or on a date up to 30 days in advance. If you wish to port your telephone number away from Simple Telecoms to another provider your account must remain active and, in accordance with industry number porting practice, process and procedure, you must not cancel this Agreement and your Service until the number port is completed. You will lose your number if you terminate this Agreement and your Service before the number port is completed. Where you are porting your telephone number away from Simple Telecoms it is your responsibility to contact us by telephone on 0330 122 0000 or via email to notify us when the port has completed to cancel this Agreement and your Service. Simple Telecoms will send you confirmation of your cancellation by email.

b. you will be responsible for paying all charges under the applicable call plan including without limitation unbilled charges and other charges all of which immediately become due and payable.

c. upon cancellation, termination, or suspension of a service no refunds are made on pre-paid call credit, and you are responsible for all rental charges under your account that would have been payable.

d. All Equipment is on "On Loan" and must be returned to us in its original packaging with the universal product code or bar code intact. All components, manuals and registration cards must be included. We will provide you with a return bag and arrange collection.

11. Charges and Payment

a. Billing will commence on the Service activation date. Billing will not be delayed due to your readiness to accept or use the Service. Charges for the Service will be billed in monthly cycles on a regular working day each month as notified to you when Simple Telecoms accepts your order ("Billing Period"). Provision of the Service is conditional upon you paying all fees and charges applicable to the Service in accordance with this Agreement. We may suspend or terminate your Service at any time acting reasonably, if you fail to make any payment when it becomes due. You must pay all sums due in full and you cannot set off, deduct, or withhold any part of any sum you owe in respect of the Service. We publish all call plans, fees and charges (including details of shipping fees, activation fees, number change fees and applicable disconnection fees) at www.simpletelcoms.co.uk and www.simpletelecoms.com. The methods of payment accepted by Simple Telecoms is Direct Debit only for monthly line rental, and pre-payment for any calls not included in the call plan. Where VAT must be paid, we have included it at the current rate. You agree that we shall provide you with an electronic modified VAT invoice showing the total amount due and the amount of VAT payable. All electronic VAT invoices are available by accessing your on-line account.

b. If your direct debit details change you must notify us immediately. Failure to do so may lead to suspension or termination of your Service.

- c. Your initial order for the Service authorises Simple Telecoms to charge your direct debit. The authorisation will remain valid until 30 days after Simple Telecoms receives your written notice terminating Simple Telecoms authority.
- d. We may at any time, impose a credit limit on your account and we may charge your direct debit for the full amount of charges incurred at any time and offset the amount credited against the full amount of charges due at the end of the Billing Period.
- e. We may suspend or terminate your Service at any time acting reasonably, if you fail to make any payment when it becomes due. You must pay all sums due in full and you cannot set off, deduct, or withhold any part of any sum you owe us. We reserve the right to charge for administration costs incurred in recovering any sum you owe us, and we reserve the right to employ debt collection agencies, to assign the right to collect your debt or to factor your debt to a third party for collection.
- f. All subscription charges will be billed a clear calendar month in advance and all usage-based charges will be billed monthly in arrears, together with and any other charges which Simple Telecoms decides to bill in arrears.
- g. We can change the payment terms for any good reason, for instance, if you do not pay your bills on time.
- h. You must notify Simple Telecoms in writing within 14 days after the date of your direct debit or bank statement if you dispute any Simple Telecoms charges. Billing disputes must be notified to accounts@simpletelecoms.com
- i. If you wish to port your telephone number away from Simple Telecoms to another provider your account must remain active and, in accordance with industry number porting practice, process and procedure, you must not cancel this Agreement and your Service until the number port is completed. You will lose your number if you terminate this Agreement and your Service before the number port is completed. Where you are porting your telephone number away from Simple Telecoms it is your responsibility to contact us by telephone on 0330 122 0000 or via email to notify us when the port has completed to cancel this Agreement and your Service. Simple Telecoms will send you confirmation of your cancellation by email.
- j. Your contract for a digital telephone line (including call charges, features, add-ons Broadband and plans), as well as Mobile phone services (including plans, monthly add-ons, call, text, and data charges), the monthly price will increase each year from March 2023. That increase is based on the Consumer Price Index Rate of inflation which is published in January each year plus 3.9%.

12. Cloud Phone Saver Voucher

- a. Cloud Phone Saver Vouchers are between £10, £25, and £35 online. Payments for a Cloud Phone Saver Voucher are taken via your debit card handy. Your card will need to be from a UK bank and registered to a UK address. You can only top up in pounds, not pence.
- b. We reserve the right to terminate fraudulent calls or cancel the Cloud Phone Saver Voucher where there is evidence of fraud. We will not be liable to you for the cost of fraudulent use of the Cloud Phone Saver Voucher or the Services.

- c. Cloud Phone Saver Voucher has a validity of 6 months from the date of purchase.
- d. The credit balance in your Account may only be used for the Cloud Phone Saver Services. You are not entitled to receive any cash refund for any credit balance remaining in your Account at any time, including where you fail to use the Services or where this Agreement has been terminated.
- e. We are responsible for collecting all payments for Orders placed for the TopUp Service via Sagepay.
- f. The financial information that you need to provide to obtain the Service will be encrypted by Sagepay immediately upon you sending it. Your financial information received in this way will solely be processed by Sagepay. We will have no access to it at any time.
- g. By placing an order with us you assume full responsibility for acquiring the correct top up value for your service. Any incorrect top ups purchased by mistake cannot be refunded or exchanged.
- h. Interest is not payable on any credit balance in your Account.
- i. Loss of statutory right of cancellation. As the Service provided by us will have been fully performed before you can exercise your statutory right of cancellation pursuant to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you are required to make an express request to us that we may begin and fully perform the supply of the Service before the end of the 1414-day cancellation period.
- j. In relation to this Agreement, by ticking the corresponding box during the Order Process, you have made an express request that we may begin and complete the supply of the Service before the end of the cancellation period and consequently **you have acknowledged and agreed to the loss of your statutory right of cancellation in relation to the Service ordered by you.**
- k. We will use the personal data you provide with your Order Data (but not your financial details) for the purposes of:
 - (a) processing your Order;
 - (b) administration of the Service; and
 - (c) the improvement of the Service.

13. CHANGES TO YOUR AGREEMENT

- a. Any requested alteration or change to our standard Terms and Conditions must be made by you in writing and will not be binding on us unless specifically accepted and evidenced by the signature of a director Simple Telecoms.
- b. You may request additional Services to be provided by us online at any time. Any Services provided by us pursuant to such a request will be subject to our standard Terms and Conditions. We reserve the right to make changes to these Terms and Conditions from time to time and/or to introduce new Terms and Conditions from time to time, if there are changes to the law or amendments to the terms and conditions upon which are able to obtain services from our suppliers or in the event we believe it is necessary for us to do so. We will notify you of any such changes, and

if such change(s) are to your significant disadvantage, we will remind you of any termination rights you may have.

c. We will always send important notices to you relating to our Services via the registered email address on your account, or by SMS if you have given us a mobile contact number. You shall be deemed to have accepted any changes to these Terms and Conditions or to any of our charges that have been properly notified to you in accordance with this clause, unless you notify us within 14 days of being so notified that you wish to terminate the Service(s).

d. You may send notices to us by post, by telephone or by email. Notices sent by post by either party shall be deemed to have arrived at their destination 48 hours after posting.

14. MISCELLANEOUS

a. This document, including any other terms and conditions referred to herein, together with the information published on our website, is intended to contain all the terms of the Agreement. Between you and us. If there is any difference between the various documents, we have provided to you, then the latest Terms and Conditions on our website and the prices published on our website shall prevail.

b. The main account holder who is named in the application must be over 18 years of age; this person is the customer and is legally responsible for all aspects of the Agreement, including payment of all liabilities and costs incurred. You warrant that you (the named main account holder) is authorised to charge the cost of using the Services to any debit/credit card(s) whose details are provided to us by you from time to time.

c. The internet is used at the sole risk of the user and as a result we shall not be your requirements.

d. We may at our sole discretion change the carrier(s) being used to route your call traffic at any time and without notice.

e. Any phone numbers issued by us do not belong to you. We may change any of these at any time.

f. There is a special helpline 0330 122 0000 for technical support for the Service(s). Please note that we can only provide technical support relating to our VoIP telephone service and provided Equipment. We cannot assist with any problems you may experience with your broadband service, unless provided by us.

g. By supplying details of an additional account holder to us, either as part of the initial application or at a later date, you have authorised us to disclose any information we hold relating to your Services to the additional named account holder, and for us to accept any instructions they may give us relating to the management of your account, until such time as you notify us in writing that you would like them to be removed as an additional named account holder. We may also take instructions from someone who we have reasonable grounds for believing is acting with your permission or holds Power Of Attorney, and in such circumstances, we will not be liable for any resulting loss, damage or inconvenience.

h. Unless you tell us otherwise, we may disclose your name, address, and mobile phone number to third parties in order for them to operate a directory service.

- i. Unless you have specifically asked us not to do so, we may register your VoIP telephone line with the Telephone Preference Service (TPS) to protect you from unwanted sales calls.
- j. When you use the Service(s), the identity of your telephone number may be sent through the networks so as to be identified to the phone being called. It may be used by us to identify you when calling our Customer Service number, or to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion.
- k. Where a Service, tariff or price plan is no longer available to new customers, the specific terms associated with it may no longer be included in our current range of marketing materials (including these Terms and Conditions). Unless you have been notified by us of any changes, the Terms and Conditions and tariff(s) which applied at the time you entered into this Agreement (but subject to any subsequent amendments notified to you) shall continue in full force and effect.
- l. If you telephone us, or if we telephone you, your call may be recorded or monitored.
- m. We operate a Code of Practice in accordance with Ofcom requirements covering the provision of fixed line telephony services to domestic customers; details are available at www.simpletelecoms.co.uk or www.simpletelecoms.com
- n. Except as expressly provided a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third-Party Act) 1999 to enforce any term of this Agreement.
- o. We may assign or transfer any of our rights under this Agreement, so far as we are permitted by any relevant statutory or regulatory provision, to any other person or company. We may transfer any of our responsibilities to any other licensed supplier. We will inform you as soon as we reasonably can if we transfer any of our rights or responsibilities. We may also subcontract anything we have agreed to do under this Agreement, but we will remain responsible for our subcontractors. You may not assign or transfer your rights or liabilities to anyone else unless we have agreed in writing beforehand.
- p. Failure by either of us to enforce our rights under these Agreements shall not prevent the other from taking further action. If either party waives a breach of these Agreements that waiver is limited to that particular breach. If any part, term or provision of these Agreements is held to be illegal or unenforceable, the validity or enforceability of any remaining terms will not be affected.
- q. The headings in this Agreement are inserted for reference only and shall not affect the interpretation of these Terms and Conditions. Where applicable throughout the literature we publish, the terms 'we' and 'our' include references to other companies, their networks and equipment which we use in order to make our Services available to you.
- r. These Agreements are governed by the laws of England where your home address is located in England, Wales or Northern Ireland, and by Scottish law where your address is located in Scotland.
- s. If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any Act of Parliament and which cannot be excluded by agreement. If you have any doubts about your statutory rights, please contact your local Trading Standards department or Citizens Advice Bureau.

15. COMPLAINTS

a. Please see our website at www.simpletelecoms.co.uk or www.simpletelecoms.com for our full complaint handling procedures, including our Customer Complaints Code.

b. If you are not satisfied with any part of your service, please call our Customer Service Team on 0330 122 0000 or email provisioning@simpletelecoms.co.uk, who will assess your complaint and do all we reasonably can to resolve this situation to your satisfaction.

16. DISPUTE RESOLUTION

a. Simple Telecommunications Ltd will make every effort to resolve any dispute quickly and satisfactorily. If the dispute outcome is not to the satisfaction of the Customer, the customer has the right to seek arbitration for the dispute to be resolved with the Ombudsman.

If we are unable to resolve your complaint satisfactorily, we will issue a "deadlock" letter so that you may make a complaint through CISAS, an independent alternative dispute resolution scheme. We can provide you with details of this service. Alternatively, if more than three months has passed since you first made your complaint, please contact.

the CISAS International Dispute Resolution Centre directly.

CISAS, 70 Fleet Street, London, EC4Y 1EU

Email: info@cisas.org.uk

Tel: 020 7520 3814

Fax: 020 7520 3829

If you are hard of hearing and have a text phone you can call us on 020 7520 3767. More information on CISAS International Dispute Resolution Centre can be found here: www.cisas.org.uk/CISASRules-12_e.html

17. GDPR PRIVACY NOTICE

BACKGROUND:

Simple Telecommunications Ltd understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of all our customers and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the new GDPR (General Data Protection Regulation).

Information About us

Simple Telecommunications Ltd

Registered in England under company number 8283225.

Registered address: Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL

Main trading address: Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL

Simple Telecommunications Ltd

Company Registration: 08283225 || Ofcom registered || Ofcom PSR2017 compliant || ADR registered with CISAS || ICO registered UK VAT registered || EU MOSS registered || VAT Section 55a compliant || Sage Pay PCI compliant || GDPR compliant || PCI DSS Data Level 4 compliant || Telephone - 0330 122 0000 || Web address - www.simpletelecoms.co.uk

VAT number: GB163249312.

ICO Registration ZA346087.

Data Protection Officer: Mr A C Franklin May

Email address: solutions@simpletelecoms.co.uk.

Telephone number: 0330 122 0000

Postal address: Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL

We are regulated by Ofcom, and the ICO.

We are ADR registered with CISAS.

We are VAT section 55a compliant.

We are PCI DSS data compliant – Level 4.

We are Ofcom PRS2017 compliant

What Does This Notice Cover?

This Privacy Information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law (GDPR) relating to your personal data.

What is Personal Data?

a. Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”) as ‘any information relating to an identifiable person who can be directly or indirectly identified by reference to an identifier’.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

What Are My Rights?

Under the GDPR, you have the following rights, which we will always work to uphold:

- a. The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 11.
- b. The right to access the personal data we hold about you. Part 10 will tell you how to do this.
- c. The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 11 to find out more.
- d. The right to be forgotten, i.e., the right to ask us to delete or otherwise dispose of any of your personal data that we have. Please contact us using the details in Part 11 to find out more.

Simple Telecommunications Ltd

Company Registration: 08283225 || Ofcom registered || Ofcom PSR2017 compliant || ADR registered with CISAS || ICO registered UK VAT registered || EU MOSS registered || VAT Section 55a compliant || Sage Pay PCI compliant || GDPR compliant || PCI DSS Data Level 4 compliant || Telephone - 0330 122 0000 || Web address - www.simpletelecoms.co.uk

- e. The right to restrict (i.e., prevent) the processing of your personal data.
- f. The right to object to us using your personal data for a particular purpose or purposes.
- g. The right to data portability. This means that you can ask us for a copy of your personal data held by us to re-use with another service or business in many cases.
- h. Rights relating to automated decision-making and profiling. we do not use your personal data in this way Part 6 explains more about how we use your personal data, including automated decision-making and profiling.
- i. You have the right to have any inaccurate personal data about you rectified and, considering the purposes of the processing, to have any incomplete personal data about you completed.
- j. In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; you withdraw consent to consent-based processing; you object to the processing under certain rules of applicable data protection law; the processing is for direct marketing purposes; and the personal data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation; or for the establishment, exercise, or defence of legal claims.
- k. In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are you contest the accuracy of the personal data; processing is unlawful, but you oppose erasure; we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise, or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it: with your consent; for the establishment, exercise, or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.
- l. You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process the personal information unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise, or defence of legal claims.
- m. You have the right to object to our processing of your personal data for direct marketing purposes (including profiling for direct marketing purposes). If you make such an objection, we will cease to process your personal data for this purpose.

What Personal Data Do You Collect?

We may collect some or all the following personal data (this may vary according to your relationship with us:

- Name
- Date of birth
- Gender
- Address
- Email address
- Telephone number
- Mobile number
- Business name
- Job title
- Profession
- Payment information

How Do You Use My Personal Data?

Under the GDPR, we must always have a lawful basis for using personal data. This may be because the data is necessary for our performance of a contract with you, because you have consented to our use of your personal data, or because it is in our legitimate business interests to use it. Your personal data will be used for the following purposes:

- Providing and managing your account
- Supplying our products and Services to you. Your personal details are required for us to enter a contract with you.
- Personalising and tailoring our products and Services for you.
- Communicating with you. This may include responding to emails or calls from you.
- Supplying you with information by email and post that you have opted-in to.

You may unsubscribe or opt-out at any time by sending us an email to solutions@simpletelecoms.co.uk with the subject line opt-out. With your permission and/or where permitted by law, we may also use your personal data for marketing purposes, which may include contacting you by email, telephone, text message and post with information, news, and offers on our products and services. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and

Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out

How Long Will You Keep My Personal Data?

We will not keep your personal data for any longer than is necessary considering the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods (or, where there is no fixed period, the following factors will be used to determine how long it is kept):

- All forms of data will be retained for a minimum period of 7 years, and for an indefinite period.
- Notwithstanding the other provisions of this Section 5, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or to protect your vital interests or the vital interests of another natural person.

How and Where Do You Store or Transfer My Personal Data?

We will only store your personal data within the European Economic Area (the “EEA”). The EEA consists of all EU member states, plus Norway, Iceland, and Liechtenstein. This means that your personal data will be fully protected under the GDPR or to equivalent standards by law.

The security of your personal data is essential to us, and to protect your data, we take several important measures,

including the following:

- Our billing system/s are GDPR compliant
- Our Sage invoicing systems are GDPR compliant
- Our Direct Debit Partner Go Cardless is GDPR compliant
- All Cloud storage is End To end encrypted and GDPR compliant
- Encryption standard AES-256 and RSA-4096 encryption, using 256-bit keys

Do You Share My Personal Data?

We may share your personal data with other companies in our group for billing and provision of services. This includes subsidiaries of our holding company and its subsidiaries.

We may sometimes contract with the following third parties to supply products Services to you on our behalf. These may include payment processing, delivery, telephone and broadband Services and marketing. In some cases, those third parties may require access to some or all of your personal data that we hold.

We may disclose your personal data to our insurers and/or professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise, or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

We may disclose personal or service data to our suppliers or subcontractors identified at point of order insofar as reasonably necessary in order to supply the products or Services purchased.

We may disclose your enquiry data to one or more of those selected third party suppliers of goods and Services identified on our website for the purpose of quoting you an indicative price of a product or service.

If any of your personal data is required by a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party's obligations under the law.

Financial transactions relating to our website and Services may be handled by our payment Services providers, SagePay, SageOne and The Access Group, we will share transaction data with our payment Services providers only to the extent necessary for the purposes of processing your payments.

How Can I Access My Personal Data?

If you want to know what personal data, we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a "subject access request".

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 11. To make this as easy as possible for you, a Subject Access Request Form is available for you to use. You do not have to use this form, but it is the easiest way to tell us everything we need to know to respond to your request as quickly as possible.

There is not normally any charge for a subject access request. If your request is 'manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within 28 days and, in any case, not more than one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

How Do I Contact You?

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details for the attention of Mr A C Franklin May:

Email address: solutions@simpletelecoms.co.uk.

Telephone number: 0330 122 0000.

Postal Address: Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL.

Changes to this Privacy Notice

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be made available at www.simpletelecoms.co.uk and www.simpletelecoms.com

APPENDIX 1 – Acceptable Use and Traffic Management Policy for customers with full broadband Access

1. Policy

This Acceptable Use Policy sets out the rules which apply to use of our communication services including your responsibilities and permitted and prohibited uses of those services for clients that have access or upgrade to a full broadband service. And not clients with a Cloud phone only service operating on the 0.5Mbps broadband service. Compliance with this Policy ensures you may continue to enjoy and allow others to enjoy optimum use of our Services.

2. Responsibilities

You are responsible for your actions on our network and systems you access through your Service. If you act recklessly or irresponsibly in using your Service or your actions endanger any person or the integrity or security of our Network, systems or equipment, your access may be restricted, suspended, or terminated, without prior notice.

In particular, you agree that you will not use, attempt to use or allow your Internet Service to be used to:

- store, send or distribute any content or material which is restricted, prohibited or otherwise unlawful under any applicable law or which is likely to be offensive or obscene to a reasonable person;
- store, send or distribute confidential information, copyright material or other content, which is subject to third party intellectual property rights, unless you have a lawful right to do so;
- store, send or distribute material which defames, harasses, threatens, abuses, menaces, offends, violates the privacy of, or incites violence or hatred against, any person or class of persons, or which could give rise to civil or criminal proceedings;
- do any other act or thing which is illegal, fraudulent or otherwise prohibited under any applicable law or which is in breach of any code, standard or content requirement of any other competent authority;
- store, send or distribute material, which interferes with other users or restricts or hinders any person from accessing, using or enjoying the use of our Services, Network or systems;
- forge header information, email source address or other user information.
- access, monitor or use any data, systems or networks, including another person's private information, without authority or attempt to probe, scan or test the vulnerability of any data, system or network;
- compromise the security or integrity of any network or system including our Network or partners network;

- deliberately access, download, store, send or distribute any viruses or other harmful programs or material;
- send or distribute unsolicited advertising, bulk electronic messages, or otherwise breach your spam obligations set out in this policy, or overload any network or system including our Network and systems;
- use another person's name, username or password or otherwise attempt to gain access to the account of any other User without their consent;
- tamper with, hinder the operation of or make unauthorised modifications to any network or system; or
- aid, abet, encourage, or incite any other person to do or attempt to do any of the above acts.

3. SPAM

Also known as junk mail or Unsolicited Commercial Email (UCE), the term "spam" refers to submitting a commercial email or SMS messages to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation to receiving email or SMS from the sender. Email or SMS sent by a company or an organisation with whom the recipient has established a relationship, or which was requested or accepted (opt-in requirement) by the recipient is not considered spam. Spamming is not only harmful because of its negative impact on consumer attitudes toward Simple Telecoms, but also because it can overload Simple Telecoms and our partners network and disrupt service to Simple Telecoms subscribers. As a user of a Simple Telecoms service platforms, you must comply with any regulation in force that covers direct marketing regulations if you are sending communications to large multiple lists of users.

In the absence of positive, verifiable proof to the contrary by a User, Simple Telecoms will consider complaints by recipients of emails or SMS messages to be conclusive that the recipient did not subscribe or otherwise request the email(s) or SMS about which a complaint was generated.

4. Expected Service Performance

Broadband services are delivered over a shared network. To provide a sustainable quality broadband service to all our customers we have to manage the network. The Customer/Partner understands that Broadband services (including ADSL, FTTC, GFAST, SOGEA, SOGFAST and FTTP) operate as a shared service, meaning bandwidth that a service has the potential to use (e.g. an FTTC connection with 80Mb download) isn't guaranteed and may vary throughout the day.

Expected bandwidth performance is provided at the time of Simple Telecoms sending the cost breakdown to you, and this will include a minimum speed guarantee from the underline provider.

We may limit, suspend, or terminate the Service if you use the capacity or resources of our Network in a manner which may hinder or prevent us from providing services to other customers or which may pose a threat to the integrity of our or partners Network or systems.

5. Illegal Use

The Simple Telecoms or underline partners network may only be used for lawful purposes. For example, Users may not use the Simple Telecoms or partners Network to create, transmit, distribute, or store content that:

- violates a trademark, copyright, trade secret or other intellectual property rights of others,
- violates export control laws or regulations,
- violates the privacy, publicity, or other personal rights of others,
- impairs the privacy of communications,
- contains obscene, offensive, unlawful, defamatory, harassing, abusive, fraudulent, or otherwise objectionable content as reasonably determined by Simple Telecoms,
- encourages conduct that would constitute a criminal offense or give rise to civil liability,
- constitutes deceptive online marketing,
- causes technical disturbances to the Simple Telecoms or partners Network, its affiliated networks, or the network used by Users to access the Email service., or
- violate the policies of such networks, including, but not limited to, intentional introduction of any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data, or
- assists, encourages, or permits any persons in engaging in any of the activities described in this section. If the Client becomes aware of any such activities, the Client is obligated to immediately notify Simple Telecoms and take all other appropriate actions to cause such activities to cease.

6. Consequences of Unacceptable Use

Simple Telecoms reserves the right to suspend or terminate User's access to the Services upon notice to the Client of a violation of this policy. If Simple Telecoms believe that the policy has been breached or the integrity of the network and/or the performance of other users are at risk, then Simple Telecoms will contact the Client with notice of its intent or to notify the User of the breach of the policy. There may be instances where notice is limited or not possible, particularly if the use of the Services poses a critical risk.