

## Airwave – Terms and Conditions v1.3

VoIP Unlimited is required by Ofcom to communicate the following advisory statements to all telecommunications service customers:

If the broadband Connection that a VoIP service depends on fails, the voice service will also fail.

If there is a power cut or failure in the connected telephone system, any associated broadband connection and voice service may also fail.

Broadband connection and power supply failures are caused by reasons outside the control of VoIP Unlimited.

If the broadband connection that a VoIP service depends on fails for any reason, the service cannot be used to make calls to the emergency services numbers 999 and 112.

### 1.0 Definitions

- 1.1 Airwave** shall mean the name under which VoIP Unlimited supplies its Residential Wireless Broadband product.
- 1.2 Agreement** shall mean
  - 1.2.1** These Terms and Conditions,
  - 1.2.2** Acceptable Usage Policy - Airwave
- 1.3 Bolt-Ons** shall mean the additional data that the customer is able to purchase from the company as a one off purchase.
- 1.4 Cooling off Period** shall mean the fourteen (14) day time frame from the Service Commencement date in which the Customer is legally entitled to cancel the order for the services.
- 1.5 Customer** and '**Customers**' shall mean any individual(s) or Organisation(s) purchasing or renting services, products, or equipment from the Company.
- 1.6 Initial Term** shall mean the minimum term that services are contracted to.
- 1.7 Service** or '**Services**' shall mean any service(s) provided by the Company to the Customer.
- 1.8 Service Commencement Date** shall mean the date from which the initial term starts and shall be the date of installation.
- 1.9 Service Order Form'** shall mean the relevant document signed by the Customer that provides the required information for the provision of Services or Products or Equipment by the Company and indicates acceptance of this Agreement

### 2.0 Agreement

- 2.1** This Agreement is between the Customer, hereinafter referred to as "You" or "Your" and VoIP Unlimited, whose registered office address is 6 Albany Business Park, Cabot Lane, Poole, Dorset, BH17 7BX (registered Ltd company number 05225497), hereinafter known as "The Company".
- 2.2** The company shall be responsible for providing you with services in line with this Agreement

### 3.0 Service Use

- 3.1** You acknowledge that in order to receive Airwave you must be 18 years old or over and must be located within the area where the services are available.
- 3.2** The services provided by the Company to you will be provided at the installation address defined on the Service Order Form and will be non-transferable.
- 3.3** For the avoidance of doubt, you acknowledge that you have sole responsibility for all charges relating to the use of the Services regardless of whether such use is authorised, unauthorised, fraudulent or otherwise.
- 3.4** You must inform the Company as soon as reasonably practicable if you suspect that fraudulent or unauthorised use of a Service is occurring, although such notification will not limit your liability to pay the charges as set out herein.
- 3.5** You acknowledge that in order to use Airwave, no other termination equipment other than that provided by the company must be used and that should the customer elect to use 3<sup>rd</sup> party equipment the service quality cannot be guaranteed.
- 3.6** Any equipment provided by the company for the use of the service shall remain the property of the company and upon cancellation must be returned to the company; failure to return the equipment in a good condition and sufficient packaging for transit will result in charges.
- 3.7** If Equipment provided by the Company is ascertained to be faulty by the Company's technical team, then a replacement piece of equipment will be shipped out next day delivery if the fault is confirmed by 2pm. Should the fault be reported after 2pm then the equipment will be sent the following day.

- 3.8** You acknowledge that if any equipment is found to be damaged due to any fault of the customer, then the Company reserves the right to charge the Customer the Company's current retail price for the equipment.
- 3.9** You acknowledge that should any allocated data allowance be exceeded in any month and no additional bundles purchased that the services provided will be impacted.
- 3.10** You agree that your computer is less than 3 years old and has TCP network capability.
- 3.11** You agree not to use any Logos or trademarks of the Company in any way that could damage or detrimentally impact the Company's reputation.
- 3.12** During the initial term you will be able to upgrade your Airwave package at any point.
- 3.13** During the initial term you will be unable to downgrade your Airwave package.
- 3.14** You acknowledge that advertised speeds must be treated as "up-to".
- 3.15** At the point of sale, the maximum speed achieved may have been quoted; the actual speed received on the service may be lower than the maximum quoted due to influential factors, including but not limited to; Walls, Trees, Time of Day, Network Load and Structures.
- 3.16** Should you continually receive a significantly lower speed than that quoted, you should contact the company in order to test the connection.

#### **4.0 Service installation**

- 4.1** By entering into this agreement, you consent to the Company installing necessary termination equipment on your property
- 4.2** You will be responsible for any equipment installed by the company at your property.
- 4.3** The company will carry out a survey of the property prior to the service being installed, should the results of the survey highlight any health and safety risks or that the service is not capable of being received from the customer's location then the company reserves the right to cancel the service.
- 4.4** The Company agrees to install up to 30m of cable between the antenna and the power supply per order and should the customer require additional cable, the cable will be charged at the Company's retail price.
- 4.5** You agree that you, or a person or persons who are authorised by you and are over 18 years of age will present at the property on the day the service is installed.
- 4.6** If you or authorised persons are not available at the property on the day the service is due to be installed, you will be charged a re-appointment fee.
- 4.7** Pricing and lead times for Geographic Number Porting services are stated on the "Number Porting (geographic) Authorisation Letter" which can be downloaded from the VoIP Unlimited portal.
- 4.8** Standard prices do not apply if the numbers to be ported are held by another "VoIP" service provider. Where this is the case, prices are provided on request.

#### **5.0 Charges and Payments**

- 5.1** In consideration of the Services provided by the Company, you will pay all charges for the provision of the Services as notified to you from time to time.
- 5.2** All new customers will be subject to an installation charge when setting up their account as defined on the Service Order Form.
- 5.3** The Company shall invoice for any usage charges monthly in arrears and any fixed charges monthly or quarterly or yearly in advance. Invoices and detailed information on any applicable usage will be sent by email.
- 5.4** The charge for any Bolt-Ons added during any particular month will be added to the next available invoice.
- 5.5** The data purchased with a Bolt-On will be available for use for ninety (90) days following the date of purchase.
- 5.6** We reserve the right to increase your package cost at any time, providing 90 days' notice
- 5.7** You will pay for all services detailed in this agreement for the duration of the initial term and any other subsequent terms until such time that the services are cancelled in accordance with section 9.
- 5.8** Usage charges for a given billing period will be calculated by reference to the appropriate band of the Company's tariff structure which is available for inspection upon request.
- 5.9** In the event that an invoice amount or item is in dispute, all other amounts and items as notified on the same or other valid invoices shall remain due and payable. Any Disputes must be raised within 14 days of the invoice date; disputes must be notified via email to [billing@voip-unlimited.net](mailto:billing@voip-unlimited.net) stating the amount and the reason for the dispute. Failure to raise the dispute within the given time frame and in the required manor will result in the dispute being rejected.

- 5.10** Usage charges shall be calculated by reference to data recorded or logged by the Company.
- 5.11** Upon entering the Agreement, the Customer understands that it is permitting the Company to carry out initial and subsequent credit checks
- 5.12** All sums due to the Company shall be payable by the Customer through a direct debit arrangement on or about the twenty third day of the month of invoice, should the customer of opted for a Non Direct Debit package then cleared funds must be received twenty-three (23) days after the invoice is raised
- 5.13** In the even that a Customer has opted for a Non DD package and any sums remain outstanding 22 days after the invoice is raised, the company reserves the right to suspend the customer service until payment is received.
- 5.14** In the event that a legitimate direct debit charge cannot be collected a £10 administration fee will be charged to the Customer's account. In addition, at the Companies discretion, Service may be suspended. If Service is suspended for any breach of this Agreement by the Customer and subsequent reinstatement agreed, a £10 reinstatement fee will be charged to the Customer's account
- 5.15** The Company reserves the right to charge interest on any outstanding balance at a daily rate equal to 8% per annum above the base lending rate of National Westminster Bank as current from time to time whether before or after judgement. Interest shall accrue notwithstanding termination for any cause whatsoever and this right to charge interest is without prejudice to the Company's right to treat non-payment of sums due from the Customer as repudiation in breach of this Agreement.
- 5.16** All charges are exclusive of Value Added Tax if not specified and any other sales tax or duty for which, if applicable, an amount will be added to the Customer's invoice.
- 5.17** Any equipment provided by the company for the use of the service shall remain the property of the company and upon cancellation must be returned to the company; failure to return the equipment in a good condition and sufficient packaging for transit will result in charges.
- 5.18** VoIP Unlimited reserves the right to invoice the customer for any charges relating to Special Phone Book Entries. It is the Customers responsibility to check at the point of porting numbers in that there are no unwanted Special Phone book entries. Any amounts will be charged on for the full term applicable and any cancellation request notice period will mirror that of the notice period offered to VoIP from BT.

## **6.0 Obligations**

- 6.1** You must ensure that the Company holds up to date contact information for you at all times and must notify the Company of any changes to your contact information as soon as possible.
- 6.2** The Customer must ensure that in relation to equipment installed or provided by the company, the customer must
  - 6.2.1** Not misuse or neglect the equipment or allow it to be misused or neglected by others.
  - 6.2.2** Not to deface or damage the equipment or allow it to be defaced or damaged by others.
  - 6.2.3** Allow the company or company representative to make alterations to the equipment if required.
- 6.3** Customer must ensure that all devices are up to date with adequate anti-virus software

## **7.0 Liabilities**

- 7.1** The Company shall not be liable under or in connection with this Agreement whether in contract, tort or otherwise (including liability in negligence) for any indirect or consequential loss, including but not limited to, corruption or destruction of data, any loss of business, revenue or profit, anticipated savings or for any financial loss whatsoever.
- 7.2** Nothing in this Agreement shall exclude or restrict The Company's liability for death or personal injury resulting from the negligence of the Company or its employees.
- 7.3** The Company will not be liable to the Customer for any failure to comply with its obligations under this Agreement to the extent that this liability arises as a result of the failure of the Customer to fulfil its obligations under this Agreement.
- 7.4** The Customer must ensure that it complies at all times with all laws and obligations, including any licence under Legislation which is applicable to the Customer. The Company will have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations
- 7.5** The Company shall not be liable for any damage that is caused to any equipment provided by the company that is a direct result of tampering or negligence by the Customer.

**7.6** The Company shall not be liable for any loss or damage caused by any Computer or Network Virus.

## **8.0 Suspension**

- 8.1** If the Company suspends the Customer Customers service, as much notice as reasonably possible will be given to the customer, however this will not always be possible.
- 8.2** The Company may suspend services in the event that
- 8.2.1** The Company is entitled to terminate this Agreement pursuant to section 9;
  - 8.2.2** The Company is obliged to comply with an order, instruction or request of Government, an emergency services organisation or other competent administrative or regulatory authority which affects its ability to provide the Service;
  - 8.2.3** The Customer has failed to pay for services in accordance with Section 5;
  - 8.2.4** maintenance or emergency works (as defined in applicable Legislation) must be carried out;
  - 8.2.5** maintenance or emergency works must be carried out for operational reasons.
  - 8.2.6** The Customer has failed to adhere to the acceptable usage policy
  - 8.2.7** Fraudulent activity is suspected.
- 8.3** Should the Company suspend the services pursuant to any reason in this clause and the customer has been assigned a static IP, upon suspension the static IP shall no longer be available to the customer.

## **9.0 Termination**

- 9.1** Without prejudice to its other rights under this Agreement or at law, the Company may terminate this Agreement or may cancel the Services immediately by serving written notice on the Customer if:
- 9.1.1** the Customer fails to make any payment to the Company when it becomes due;
  - 9.1.2** any licence or agreement pursuant to which the Company provides the Services expires or is revoked;
  - 9.1.3** The Company believes that the Services are being used in a way that is forbidden by the agreement.
- 9.2** Termination of the Services (in whole or in part) shall not affect any pre-existing liability of the Customer under this Agreement or affect any right of the Company to recover damages in respect of any breach by the Customer of the terms of this Agreement
- 9.3** Cancellation after Service Commencement Date will be subject to a cancellation charge. The amount of the charge may include any termination costs and any or all of the service fees due under the terms of this agreement unless the services are cancelled within the "Cooling off period".
- 9.4** Cancellation after the initial term has elapsed is subject to the minimum notice period of thirty (30) days.
- 9.5** Cancellation requests must be made in writing as per Section 10.1.1.
- 9.6** If you have taken a static IP as part of the Airwave service, this static IP will not be available to you again if the service is terminated.
- 9.7** If you cancel this agreement during the Cooling off period, the Company shall refund to you any payments received for services in advance; should any services have been requested and consumed during the cooling off period the you may be liable to pay for the usage consumed proportionate to the rental.

## **10.0 General Terms**

- 10.1** Any notice required or authorised to be given under this Agreement shall be delivered by email or by pre-paid post or by hand to the addressees at the following addresses:
- 10.1.1** To the Company at the address as shown on the last invoice rendered to the Customer or such other address as the Company may nominate for this purpose;
  - 10.1.2** To the Customer at the address notified to the Company as the address to which notices or invoices may be sent or the Customer's usual or last known address or its registered office.
- 10.2** Any notice shall be deemed to have been received by the other party; if delivered by hand, when delivered, and if posted by pre-paid post, on the second working day following posting.
- 10.3** Any notice that modifies the terms of this Agreement must be signed by two Directors of the Company or proved to have been knowingly issued by the same.
- 10.4** Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

- 10.5** If any provision of this Agreement is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall, to the extent possible, remain legal, valid and enforceable.
- 10.6** Notwithstanding any other provision of this Agreement, the Company may change the terms of this Agreement at any time by notice in writing to the Customer. The change will take effect on the date set out in the notice.
- 10.7** This Agreement shall be governed by and construed in accordance with English law and English shall be the appropriate language and translation of this Agreement.
- 10.8** The parties hereto hereby irrevocably submit to the exclusive jurisdiction of English courts for the purpose of hearing and determining any dispute arising out of this Agreement and for the purpose of enforcement of any judgement against their respective assets.
- 10.9** Any property supplied by the company remains property of the company.
- 10.10** All differences or disputes which may arise in connection with this Agreement, or its construction or effect shall be referred to a single arbitrator to be agreed upon by the parties but in default of their agreement the President for the time being of the Chartered Institute of Arbitrators shall nominate an arbitrator in accordance with the Arbitration Acts 1990 or any statutory modification or re-enactment for the time being in force.
- 10.11** This Agreement (together with any document referred to herein) constitutes the entire agreement between the parties hereto in connection with the subject matter of this Agreement. Neither party has relied upon any representation save for any representation expressly set out in this Agreement (or any document referred to herein)

### **Acceptable Usage Policy - Airwave**

- 1. This Acceptable Usage Policy ("AUP") forms part of the agreement and is applicable in any case where VoIP Unlimited provides Broadband Services.
- 2. Any breach of this AUP may result in immediate suspension of services and subsequent termination.

### **3. Service Use**

- 3.1. The Customer must ensure that it complies at all times with all laws and obligations, including any licence under Legislation which is applicable to the Customer. The Company will have no liability under this Agreement for failure to comply with its obligations in any case where the Customer does not comply with any such relevant laws or obligations.
- 3.2. The Customer acknowledges that they will not use any VoIP Unlimited service or network to;
  - 3.2.1. Send, receive, store, distribute, transmit, post, upload or download any materials or data which
    - 3.2.1.1. Violate any Law
    - 3.2.1.2. is defamatory, offensive or of an obscene or menacing character;
    - 3.2.1.3. is in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including, without limitation, rights of copyright and confidentiality);
    - 3.2.1.4. is or may be harmful to minors
    - 3.2.1.5. Promotes or encourages illegal behaviour
    - 3.2.1.6. Is in anyway Fraudulently or in connection with a criminal offence;
  - 3.2.2. Gain or attempt to gain any form of unauthorised access to any data, systems or networks, including the attempt to scan for any vulnerabilities.
  - 3.2.3. Monitor any data, traffic, network or system without permission from the owner of the data, traffic, network or system respectively.
  - 3.2.4. Interfere with any user, host, system or network without permission from the owner of the system or network.
  - 3.2.5. Send, receive, store, distribute, transmit, post, upload or download any materials or data which are designed to damage any system or network security, including but not limited to;
    - 3.2.5.1. Deliberate a Distributed Denial of Service attack (DDOS)
    - 3.2.5.2. Any programme containing viruses, worms, spyware, Trojan Horses, Adware or any other programme with malicious intent.
    - 3.2.5.3. Attempts to insecure any machine, equipment or service on any 3<sup>rd</sup> party system or network.
  - 3.2.6. Send any unsolicited bulk messages or any abusive electronic communication