



SIP & Voice Terms & Conditions

www.supportwizard.net | contact@supportwizard.net

Acknowledgement.

By using the Service, purchasing software or other products, you signify your irrevocable acceptance of these Terms & Conditions. You also agree to ensure that anyone who uses this account and/or software, also abides by the Terms & Conditions. ClubWizard Ltd has the right to revise the Terms & Conditions at any time without providing notice to its users.

Rule Modification.

Periodically, changes in these terms may be required to comply with regulatory or business requirements. Such changes will be published on the company website www.SupportWizard.com, and notifications may be sent to you via email, depending on the nature of the change. Continued use of SupportWizard products and services both before and after such changes, signifies irrevocable acceptance to the Terms & Conditions. SupportWizard reserves the right to change, modify, suspend or discontinue any portion of the Service at any time. SupportWizard may also impose limits on certain features or restrict your access to parts or the entire Service without notice or liability.

Eligibility.

The Service is available to individuals who are eighteen (18) years of age or older as well as corporations and other organizations who can form legally binding contracts under applicable law. By accepting these Terms, you signify that you meet these qualifications of eligibility. SupportWizard may refuse to offer the Service to any person or company, and may change our criteria for eligibility, at any time, at its sole discretion. SupportWizard retains the right to terminate your account and your rights to use the SupportWizard products and services for any reason including but not limited to our belief or suspicion that any registration data you provide is or becomes untrue, inaccurate, not current, or incomplete.

Services.

We will supply the Services with reasonable skill and care.

However, we do not guarantee:

- that the Services will be uninterrupted, secure or error-free; or that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.

We do not provide a back-up of your Data or guarantee the integrity of your Data, however, we will use our reasonable endeavours to provide copies of Data for disaster recovery purposes.

We may have to suspend the Services for repair, maintenance or improvement. If so, we will restore them as quickly as is reasonably possible.

Specific Conditions on the Provision of Telephony Services

By purchasing our Telephony Services (VoIP) you confirm that you understand that our services:

- may not offer all of the features you may expect from a conventional phone line;



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- may sometimes be unavailable as a result of things over which we have no control, for example, the weather, power disruptions and failures of your internet service provider (ISP) or broadband connection and you understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable;
- may not connect you to the public emergency service and if we do, may not provide your phone number and location details to the operator if you make a public emergency services call. You will have to provide your location information and phone number verbally to the operator; and
- may not offer you the ability to transfer (port) your existing number to an alternative service if your service ends.

The Service provided by us is not a Publicly Available Telephone Services (PATS) and your attention is specifically drawn to the service descriptions at www.SupportWizard.com that sets out the Service offering and service limitations for our customers. The Service is subject to different regulatory treatment than a Publicly Available Telephone Services (PATS) and this may limit or otherwise affect your rights of redress before regulatory agencies such as OFCOM in the UK.

Use of Service.

By accepting these terms, you are agreeing NOT to allow through your actions, or those of another, the use of services from SupportWizard for unlawful or illegal purposes; including but not limited to making offensive, indecent or prank/hoax calls, allowing others to do so, using the services fraudulently, to commit or further a criminal offence. You are agreeing NOT to cause damage to this or any other communication or data system, and you fully indemnify SupportWizard against any liabilities (including such things as legal expenses, losses, costs, claims and damages), brought about by your action or inaction in violation of this agreement. You may NOT submit or publish through SupportWizard any materials that are libellous, defamatory, pornographic, an invasion of privacy, obscene, abusive, illegal, racist, offensive, an infringement on any intellectual property rights of a third party or would otherwise violate the rights of any third party. You will comply with all reasonable instructions provided by SupportWizard in relation to the service.

Acceptable Use Policy.

The service includes "Inclusive Calling Plans" that have been designed as a fixed price alternative telephone service, enabling customers to benefit from our low cost networking operating model. If we deem your usage during any single month not to be within normal business use, we reserve the right to suspend, restrict, change or cancel your SupportWizard service at our discretion.

The SupportWizard service has been designed assuming average usage levels consistent with data as identified through established telecoms industry levels. In order to protect the average utilisation levels we have set upper limits which may be subject to change. These upper limits are described here.

The SupportWizard Acceptable use policy ("AUP") specifies the following limitations:

1. Re-supplying or Re-selling

When we provide you with the Service and any associated Software, it is for your use only. Therefore, you must not re-sell, transfer, assign or sub-license the whole or any part of the Service or the associated Software to anyone else.



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2. Fax Broadcasting

The Service cannot be used for fax broadcasting, fax blasting or bulk faxing to send fax messages to multiple recipients at one time.

3. Auto-Dialling

The Service cannot be used for auto-dialling or predictive dialling, or the systematic dialling of telephone numbers for telemarketing or any other purpose.

4. Spam over Internet Telephony

The Service cannot be used in any way to generate, distribute or otherwise for SPIT (spam over Internet telephony) or VAM (Voice / VoIP spam).

5. Unlawful Use

You will not use the Service and will take all reasonable precautions to ensure that no one (including you) uses the Service in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our Acceptable Use Policies located here. We reserve the right to make an administrative charge as a result of abuse of any Acceptable Use Policies.

6. Upper Limits

The upper limits for Single Line UK Unlimited & Single Line UK Unlimited & International unlimited is 2,500 minutes in any month.

7. Inbound Calling

The subscription fees on the SupportWizard VoIP services are set to reflect a typical business call profile of inbound and outbound call minutes.

SupportWizard reserves the right to amend the monthly subscription for the service or charge 1p per minute for inbound calls should the percentage of inbound to outbound calls minutes exceed 75% for any 2 months in each 6 month period from the initiation of the service.

Limitation of liability.

SupportWizard will not be liable to you either in contract or tort (including negligence) or otherwise for any damage, cost or expense, loss of or corruption of data, loss of profits or production, loss of operational time, goodwill, contracts or anticipated savings or any indirect or consequential loss caused by the interruption, delay, suspension, non-delivery, packet loss caused by the interruption of the services the downloading or use of the software or any event beyond our control including the act of any network operator or third party.

SupportWizard expressly excludes any warranty as to the suitability, quality or reliability of the services or the software that they will be fit or suitable for your purposes. You agree that the limitation of liability in this agreement is appropriate. These limitations do not restrict or limit your rights as a consumer. You may contact SupportWizard at any time by email at the address given on the website www.SupportWizard.com. If a court of competent jurisdiction holds any part of this agreement as unenforceable then the rest of the agreement shall remain in force to the maximum extent permissible by law. SupportWizard shall not be liable to You for the loss



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of the services caused by an event beyond our reasonable control including but not limited to any fault in or suspension of the network of any third party, any act of God, lightning damage, fire, power failure or any loss or change to or loss of telecommunications equipment or any act of any authority or third party.

Duration and Termination.

Single line accounts are provided on a Pay As You Go (PAYG) basis without a contracted period.

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Multiline Business Accounts are subject to an initial contract period of either 1, 12, 24 or 36 months, and shall continue thereafter on a rolling monthly basis.

Broadband Services are provided subject to an initial contract period of 12 months, and shall continue thereafter on a rolling monthly basis.

BT Telephone lines are provided subject to an initial contract period of 12 months, and shall continue thereafter on a rolling monthly basis.

Either party may terminate this agreement (as regards some or all of the Services) following the initial contract period at any time for any reason by giving to the other 30 days written notice.

We may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice:

- if you breach any the terms and obligations under these Conditions and, if remediable, having received from us a written notice stating the intention to terminate these conditions if not remedied, fail to remedy the breach within 14 days;
- if you are subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal or you enter into any arrangement or composition with your or for your creditors or a receiver or liquidator or trustee in bankruptcy is appointed over you or any of your assets or any similar circumstances; or
- if we are required to do so by a competent or regulatory authority.

On termination of this agreement or suspension of Services for any reason:

- We will immediately stop supplying, and will terminate access to, the relevant Services. This may involve irretrievable damage to or loss of Data generated, stored, transmitted or used via or in connection with the Services and / or we may destroy any such Data;
- All licenses granted by us to you will terminate;
- Any fees due remain payable and, if already paid, will be non-refundable.
- Your accrued rights and liabilities will be unaffected.

Jurisdictional Issues.

This Service is controlled and operated by SupportWizard makes no representation that materials in the Service are appropriate or available for use in your location. Those who choose to access this Service from any location



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do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Indemnity.

You agree to indemnify and hold SupportWizard, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through the Service, your use of the Service, your connection to the Service, your violation of the Terms of Use, or your violation of any rights of another person or entity.

Governing Law.

This Service shall be governed by and construed in accordance with the laws of the United Kingdom, without giving effect to any principles of conflicts of law.