

Freeola Voice and Voice Pro Terms and Conditions

Updated on 19/07/23

- 1) The Customer agrees to pay all charges for the Freeola Voice service upon receipt of a Freeola Invoice
- 2) Freeola Voice service charges will normally be invoiced monthly in advance, and call charges will normally be invoiced monthly in arrears.
- 3) Freeola cannot guarantee that the Freeola Voice service will never be faulty. Freeola is not liable to the Customer for any loss of business, revenue, profit or expected savings, wasted expense, financial loss or data being lost or corrupted.
- 4) The ability to make 999 or 112 emergency calls cannot be guaranteed. If the Customer uses the Freeola Voice service to make emergency calls, the location information received by the emergency services will be limited to the installation address of the Primary Line, which may not be the location from which the call originated. Emergency calls may fail if there is a power failure or broadband connection failure. Wherever possible alternative arrangements should be made.
- 5) The Freeola Voice service will not work in the event of a power failure or a broadband connection failure.
- 6) Entering a contract authorises us to take over the Services from your current telecommunications service provider(s). The Customer agrees that a faxed or emailed copy of this form shall be a legally binding contract. Telephone number porting is carried out in accordance with the Code of Practice.
- 7) By requesting a number port, the customer acknowledges that no guarantee is given of a successful port, and that this can result in a lost number. Responsibility remains with the customer to confirm with their current provider that a number can be ported, and Freeola accept no liability for loss of a number, or any business, finances or other related to that number.
- 8) The minimum subscription period to Freeola Voice is 30 days. In the event of a Customer choosing to terminate before the end of the period then the Customer agrees that they will incur the recurring charges which would have applied had the contract continued to its endpoint.
- 9) Freeola's policy towards Fair Usage is that customers should be able to use the Freeola Voice service in an appropriate manner to meet their reasonable home or business needs. This includes calling both mobiles and landlines, as required but does not include premium rate (including 0845 numbers) or foreign numbers.
- 10) It is not fair usage if a Customer drives automated traffic through our network, for example, with power dialling or by automating traffic from a landline to mobiles via our network. We also do not think it fair usage if a Customer resells or redistributes our service to other parties. If a Customer's usage is continually unfair, or is not consistent with the usage we would typically expect, we reserve the right to change customers to a metered package more suited for their usage. In extreme cases, we may suspend or terminate the Customer's ability to access Freeola's Voice service.
- 11) The Customer is responsible for ensuring that calls made on the Freeola Voice service are made with their authority and comply with all the relevant legislation.

12) The Customer will not take any measures to compromise the security of the system (including ensuring that passwords are not shared) and will reimburse Freeola for any costs incurred should they do so.

13) The Freeola Voice service is exclusive to the customer and may not be shared with third parties.

14) Customers must NOT use the services:

- in breach of the Usage Policy;
- for the transmission of material which is unlawful, abusive, harmful, threatening, defamatory, pornographic or which in any way infringes intellectual property rights, or which may cause offence in any way;
- in a way that does not comply with the terms of any legislation, code of practice, regulations, or licence, or which causes Freeola or the Customer to breach any legislation, code of practice, regulations, or licence;
- in a way that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- in a way that constitutes artificial inflation of traffic (as set out in Annex E of BT's Network Charge Control Standard Interconnect Agreement);
- in a way that could, in Freeola's reasonable opinion, materially affect the quality or operation of any networks or services provided by Freeola or any third party;
- in a way that causes annoyance to the receiver, is a hoax call, or is of an offensive, spiteful, abusive, indecent, defamatory, obscene, or menacing nature;
- in a way which is inconsistent with privacy or data protections laws, or laws relating to direct marketing;
- to threaten, harass, stalk, abuse, disrupt or otherwise violate or infringe the rights of others;
- to obtain access, through whatever means, to restricted areas of the underlying network;
- in a way which could, in Freeola's reasonable opinion, bring Freeola's name, or the name of any third party, into disrepute.