**Corporate Customer Contract**

**1. Interpretation and Definitions**

**1.1** The following definitions and rules of interpretation apply in this

‍**Charges**

means the Licence Fees for the Services as selected as part of the User Licence Terms and any Out of Bundle Charges.

‍**Contract**

**‍**means these General Terms and Conditions, the order form, and the applicable User Licence Terms for the relevant User Licence.

‍**Confidential Information**

**‍**means all confidential information (however recorded, preserved or disclosed) disclosed by a party or its Representatives to the other party and that party’s Representatives in connection with this Contract, including the terms of this Contract, any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party; and (ii) the operations, processes, product information, know- how, designs, trade secrets or software of the Disclosing Party and any information or analysis derived from Confidential Information. Confidential Information shall exclude information: (a) generally available to the public (other than as a result of breach of confidentiality obligations); (b) available or which comes available to the receiving party on a non-confidential basis before disclosure; or (c) independently developed without access to such Confidential Information.

‍**Content**

**‍**means the audio, video, film, slides or other images or text (digital or otherwise) either provided to the Supplier or network operator or transmitted by the Customer through the Services.

‍**Customer**

**‍**means the customer who purchases Services from the Supplier under this Contract and whose details are set out on the first page of this PiPcall Corporate Customer Contract or on the PiPcall Customer Portal, whichever is applicable.

‍**Customer Data**

**‍**means

the data supplied by the Customer to the Supplier pursuant to this Contract; and

(b) any Personal Data for which the Customer is the Data Controller.

**Customer Equipment**

**‍**means any device or apparatus which is owned, licensed by or used by the Customer to obtain the Services under this Contract.

‍**Customer Marks**

**‍**means logos (or other brand identity), trademarks or trade names provided by or used by the Customer.

‍**Data Protection Laws**

**‍**means, as applicable and binding on the parties and/or Services: (i) the Data Protection Act 2018; and (ii) the General Data Protection Regulation (Regulation 2016/679) (“**GDPR**“)) and the Privacy and Electronic Communication Directive (Directive 2002/58/EC) and any other national legislation implementing or supplementing such legislation in the United Kingdom.

‍**Data Subject**

**‍**has the meaning given to it in the applicable Data Protection Laws.

‍**Disclosing Party**

**‍**means a party to this Contract which discloses or makes available directly or indirectly Confidential Information.

‍**Dispute Resolution Procedure**

**‍**means the procedure for dealing with disputes as set out in Clause 16.

‍**Force Majeure Event**

**‍**means any event outside the reasonable control of either party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, pandemics, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, accident, fault or loss of electricity supply, fire, flood, storm or earthquake, disaster or any action taken by a third party in relation to any third party software or services.

**Intellectual Property Rights**

**‍**means patents, utility models, rights to inventions, copyright (including source code) and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

‍**Internet**

**‍**means the global network connecting a variety of information databases.

‍**Losses**

**‍**means all losses, liabilities, costs, expenses and damages (including all legal and professional expenses and costs).

‍**Network**

**‍**means as the case may be, a fixed public switched electronic communications network, a public switched telephone network and/or a wireless telegraphy link by means of a cellular radio system or any other similar system that allows data transmission, operated by a network operator.

**Order Form**

The order form signed by the parties

‍**Out of Bundle Charges**

**‍**means any additional charges for Services not included as part of the Subscription Fees. Details of all additional rates and Out of Bundle Charges can be found at https://www.pipcall.com/policies/pricing/ and may be varied from time to time by the Supplier.

‍**Personal Data**

**‍**has the meaning given to it in the applicable Data Protection Laws.

‍**Recipient**

**‍**means a party to this Contract who receives or obtains directly or indirectly Confidential Information.

‍**Relief Event**

**‍**means a failure of the Customer to undertake any of its obligations in the Contract and/or any Force Majeure Event.

‍**Representatives**

**‍**means Users, employees, workers, agents, officers, advisers and other representatives of a party to this Contract.

‍**Services**

**‍**includes various ‘PiPcall’ Services provided by the Supplier to the Customer as detailed in the Specification and selected through the Site and including the Support Services.

‍**Service Levels**

**‍**means the target performance levels applicable to certain Services as varied from time to time by the Supplier and available at https://www.pipcall.com/policies/servicelevels/

‍**Site**

**‍**means any website or online site hosted and operated by the Supplier and accessed by the Customer as part of or in connection with the Services.

‍**Specification**

**‍**means the description of the Services which can be found at https://www.pipcall.com/policies/specification/

‍**Subscription Fees**

**‍**means the set fee for the applicable User Licence as selected as part of the User Licence Terms and which is usually a monthly or annual fee.

‍**Supplier**

**‍**means Assuract Limited, a company incorporated and registered in England (company number is **04994562**) with its registered office at Lower Third Floor Evelyn Suite, Quantum House, 22-24 Red Lion Court, London, United Kingdom, EC4A 3EB.

‍**Supplier Materials**

**‍**means any materials, designs, logos (or other brand identity), domain names, documentation, processes and procedures, information, programs, software and codes supplied by the Supplier to the Customer through the use of the Site or otherwise.

**Support Services**

**‍**means the provision of support services as detailed at https://www.pipcall.com/policies/supportservices/

‍**User**

means anemployee, consultant, contractor or any individual who the Customer issues a User Licence to.

‍**User Licence**

**‍**means a licence for an individual User to receive the Services under this Contract and the applicable User Licence Terms.

‍**User Licence Terms**

**‍**means the terms selected through the Site that apply to that User Licence as detailed in Clause 3.

‍**VAT**

**‍**means value added tax chargeable under the Value Added Tax Act 1994 and any similar additional tax or any other similar turnover, sales or purchase tax or duty levied in any other jurisdiction.

‍**Working Days**

**‍**means a day (other than a Saturday or Sunday or bank and/or public holiday in England or Wales).

**1.2** In the case of conflict or ambiguity then the order of precedence shall be the Order Form, these General Terms and Conditions and the User Licence

**1.3** Unless the context otherwise expressly requires, references to:

**1.3.1 “including”**or **“includes”**shall be deemed to have the words “without limitation” inserted after them;

**1.3.2 “writing”**or “**written”**includes e-mail;

**1.3.3** references to any applicable laws (including to the Data Protection Laws and each of them) and to terms defined in such applicable laws shall be replaced with or incorporate (as the case may be) references to any applicable laws replacing, amending, extending, re-enacting or consolidating such applicable law (including the GDPR and any new Data Protection Laws from time to time) and the equivalent terms defined in such applicable laws, once in force and applicable; and a reference to a law includes all subordinate legislation made under that law;

**1.3.4** a time shall be Local time – GMT or BST (as applicable);

**1.3.5** Clause and Schedule headings do not affect the interpretation of this Contract; and

**1.3.6** the parties shall include their permitted successors and

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**2. Commencement and duration**

The Contract shall commence on the date the Order Form is signed by the last party and continue until terminated by either party in accordance with Clause 15.

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**3. User Licences**

**3.1** The Customer will be able to set up new User Licences through the Site or PiPcall Support. As soon as the Customer sets up a User License through the Site or activated via PiPcall support the Customer will be liable to pay for the User Licence even if the User never activates or uses the User

**3,2** When the Customer sets up a new User Licence it will confirm the following details for that applicable User Licence through the Site (all of which form part of the User Licence Terms):

**3.2.1** The details of the User. The Customer will be able to transfer a User Licence to different Users at any time; and

**3.2.2** Any chargeable call limit that applies to the User

**3.3.** The OrderForm will detail the term of the User Licences, which will usually be monthly or annual. User Licences will automatically extend for the same term after the end of the initial term or renewal term (as applicable) unless the Customer gives:

**3.3.1** 30 days prior written notice if the User Licence is annual; or

**3.32** 14 days prior written notice if the User Licence is monthly,

Such notice to be issued by email to support@pipcall.com prior to the end of the initial term or renewal term. Such notice must be given by the authorised administrator on behalf of the Customer otherwise such notice may not be deemed valid;

**4. Provision of Services**

**4.1** The Supplier shall provide the Services with reasonable skill and care and in accordance with any Service

**4.2** The Supplier shall ensure that all work carried out by the Supplier in connection with the Services is carried out by competent and suitably qualified

**4.3** The Supplier may update the Service Levels from time to time provided that they do not materially reduce the quality of the

**4.4** The Supplier may suspend the Services to undertake maintenance on the Site or Services provided it takes all reasonable steps to undertake such maintenance outside of core business hours (defined at https://pipcall.com/policies/servicelevels/), in which case the Services shall not be considered ‘unavailable’ for the purpose of calculating Service

**4.5** The Customer acknowledges and agrees that the Supplier may monitor and record calls or other communications to the

**4.6** The Customer acknowledges and agrees that the User shall be responsible for activating the Services under a User

**4.7** The Customer acknowledges that the Services rely on Networks over which the Supplier has no control and the Supplier makes no guarantee that the Services will be uninterrupted or error free. The Customer may notify the Supplier of any interruption, fault or error with the Services by emailing support@pipcall.com. The Supplier shall use reasonable endeavours to correct or cure any interruption, fault or error with the Services in accordance with any applicable Service Levels but the parties acknowledge and agree that the Supplier shall not be responsible for or liable for any issues resulting from issues with the Network or the Customer Equipment. The Customer shall provide all reasonable co-operation to the Supplier in fixing any errors

**4.8** The Supplier shall exercise reasonable efforts to ensure the security of the Customer’s communications over the Network but the Supplier cannot guarantee that all communications shall be completely secure. The Customer accepts that there is a risk that its communications may be unlawfully intercepted, hacked or accessed by those other than the intended It is the Customer’s responsibility to take such precautions as it considers appropriate to protect data from data breaches, cyber attacks, fraud, viruses and other harmful executables.

**4.9** The Customer acknowledges that the Supplier does not make any representations or warranties as to the suitability of the Services for use by the The Supplier shall have no liability or responsibility for the Customer’s use of the Services and the Supplier accepts no responsibility for any Content.

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**5. Trial Period**

**5.1** The Supplier may offer to provide the Services for an initial trial period which may be offered free of charge (“**Trial Period**”).

**5.2** Notwithstanding Clause [3,](https://www.pipcall.com/policies/corporatecustomercontract/#_bookmark16)any Services provided free of charge, during a Trial Period or otherwise, shall be provided on an “as is” basis and, subject to Clause 14.2, the Supplier shall have no liability to the Customer for the Services.

**5.3** The Services made available during a Trial Period may have limited functionality or there may be restrictions in place which the Customer shall, and procure that all Users shall, comply

**5.4** The Customer shall not own any phone number allocated to or used by a User or the Customer during a Trial Period and the phone number shall at all times be owned by the Supplier. The Customer shall not list the number on its website or any publicly facing materials or documents or otherwise the details of any phone number provided as part of the Services during a Trial The phone number may be retained by the Customer if it continues to purchase Services after the Trial Period.

**5.5** The Customer shall only be entitled to one Trial Period unless expressly authorised by the Supplier in writing and by signing up for a Trial Period the Customer warrants that it has not used the Services for any Trial Period previously other than such Trial Period that has been notified to the Supplier in advance in writing

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**6. Customer Obligations**

**6.1** Without prejudice to any other provisions under this Contract, in relation to the Services, the Customer shall, and procure that all Users shall:

**6.1.1.** provide the Supplier with all necessary co-operation and access to such information, documentation and data as may reasonably be required by the Supplier in order to provide the Services and/or conduct reasonable security checks from time to time;

**6.1.2.** use the Services in accordance with any user guide or other instructions issued by the Supplier from time to time;

**6.1.3.** ensure all information input into the Site to set up, manage or maintain a User Licence shall be full, complete and accurate at all times;

**6.1.4.** comply with all applicable laws and regulations (as updated and amended from time to time) and maintain all necessary licences, permits, authorisations and consents in connection with this Contract and its use of the Services;

**6.1.5.** not use the Services or allow any User to use the Services for any improper, immoral, obscene, defamatory, harmful, offensive or otherwise unlawful purposes. If the Supplier becomes aware of such misuse it shall have the right to immediately disconnect the Services without liability to ensure that such use ceases;

**6.1.6.** ensure that it has all necessary right, title and interest in and to the Content, and that it has obtained all consents, licences, permissions and releases necessary to grant the Supplier the right to copy, display, distribute, download, transmit and otherwise use the Content solely as reasonably required to perform the Supplier’s obligations under this Contract;

**6.1.7.** not use the Services in breach of the Fair Use Policy, which can be found at: [https:/pipcall.com/policies/fairusepolicy/ and as updated from time to time; and

**6.1.8.** use the Services in accordance with the End User Terms which can be found at: https:/pipcall.com/policies/endusertermsandconditions/ as updated from time to

**6.2** The Customer shall put in place its own internal policies regarding how the Services can or cannot be used by Users and the Customer acknowledges that the Supplier shall have no responsibility for ensuring such internal policies are adhered to by

**6.3** The Customer must comply with any specifications or restrictions regarding the Customer Equipment or Network that are detailed in the If the Customer Equipment or Network does not meet such requirements then the Supplier shall not be liable for any failure of the Services to operate in accordance with this Agreement, including the Specification.

**6.4** The Supplier will not guarantee the security of the Service against unauthorised or unlawful access or use. If the Supplier believes there will be or likely to be a breach of security or misuse of the Service,the Supplier may suspend the

**6.5** The Customer warrants that it has the necessary rights, licences and consents to enable the Supplier to access any third party software of the Customer as required to deliver the

**6.6** The Customer acknowledges that the App uses small amounts of a User’s data allowance in order to facilitate calls. The Customer is responsible for procuring that Users have sufficient data allowance to use the Services and the Supplier is not responsible for service failures which result from insufficient data allowance. The Supplier has no responsibility if a User exceeds its data allowance as a result of using the The Customer has sole responsibility for notifying all Users that use of the Services will use their own data allowance.

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**7. Charging and invoicing**

**7.1** The cost of and the payment terms of the Subscription Fee for the User Licences will be setout in the Order Form.

**7.2** The Customer shall pay the Charges and expenses to the Supplier in accordance with this Clause 7 and the applicable User Licence

**7.3** The Customer shall reimburse all reasonable expenses properly incurred by the Supplier in the performance of this Contract, subject to production of receipts or other appropriate evidence of payment.

**7.4** The Customer shall make payment to the Supplier of each invoice in full in accordance with the User Licence Terms. The Customer authorises the Supplier to take payment for User Licences from any debit or credit card for which the Customer has provided details The parties acknowledge that payment may also be made via IBAN, direct debit or BACS.

**7.5** All fees, charges and other payments to be made by the Customer are exclusive of VAT and all other relevant taxes, for which the Customer shall be responsible.

**7.6** All Charges shall be paid in the currency agreed as part of the User Licence

**7.7** The Supplier can increase the Charges:

**7.7.1** to reflect any increase in costs of third-party software, third party services or of the network operator. An up-to date list of Charges can be found at: https://pipcall.com/policies/pricing/; and

**7.7.2** in respect of an individual User Licence on 30 days’ written notice to the Customer at the end of the initial If the Customer does not accept the price increase, it can terminate the Contract by giving the Supplier 14 days’ written notice, such notice to be issued before the end of the 30 days’ notice period of the increase in Charges.

**7.8** The Customer shall pay the Charges in full for the term of the Contract and the Customer is not entitled by reasons of set- off, counterclaim, abatement or other similar deduction to withhold payment of any amount due to the

**7.9** If any sum is not paid on or before the due date under this Contract and the applicable User Licence Terms then:

**7.9.1** the Customer shall pay the Supplier interest on the outstanding amount until payment is received in full and cleared funds at a rate equal to 4% above the Bank of England base rate from time to time in force, whether before or after judgement until the date actual payment is Such interest shall be compounded monthly; and

**7.9.2** the Supplier may limit, suspend or terminate the Services or a particular User

**7.10** Subject to Clause 7, if the Customer wishes to dispute an invoice, the basis of that dispute together with any supporting evidence must be sent to the Supplier in writing within one month of the date of invoice and the parties will resolve such dispute in accordance with Clause 16.

**7.11** Charges for a User Licence shall continue to be payable in the following circumstances:

**7.11.1** the Customer or a User fails to activate or suspends a User Licence;

**7.11.2** the Supplier suspends a User Licence in accordance with Clause 3, 7.8.2, 15.1 or 15.2 and

**7.11.3** the Customer or a User can’t access the Services because of defects or issues with Customer Equipment, issues with the Network or any other external issues affecting the ability to receive the Services

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**8. Change**

**8.1** Save pursuant to Clause 2 and Clause 7.6, all changes shall be subject to agreement in writing signed by the parties.

**8.2** Provided that such changes do not adversely affect the functionality of the Services, the Supplier shall be entitled to make changes to the Services and Site from time to

**8.3** In addition to its rights under Clause 2 the Supplier shall be entitled to make changes to the Services from time to time for the purpose of:

**8.3.1** maintaining the security and/or performance and/or availability of the Site and/or Services; or

**8.3.2** complying with all applicable laws, statute, regulation, order, regulatory policy, guidance or industry code in any

**8.4** Any changes implemented in accordance with Clause 3 shall be notified to the Customer as soon as reasonably practicable. If the Customer does not accept the change, it shall be entitled to terminate the Contract on giving the Supplier 14 days’ notice provided such notice is issued within 30 days from the date the Customer is notified on the proposed change.

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**9. Intellectual property rights**

**9.1** All Intellectual Property Rights in the Customer Data and Customer Marks are, and shall remain, the property of the The Supplier acknowledges and accepts that it acquires no rights in or to Customer Data or Customer Marks other than those expressly granted by this Contract.

**9.2** All Intellectual Property Rights in the Services, Site, Supplier Materials and all other Intellectual Property Rights arising out of the performance of the Supplier’s obligations under this Contract (“**Supplier IPRs**“) are, and shall remain, the property of the Supplier or its licensors. The Customer acquires no rights in or to such Supplier IPRs other than those rights expressly granted by this Contract

**9.3** The Customer shall at the request and expense of the Supplier shall use all reasonable endeavours to procure that any necessary third party shall do, all necessary acts and execute all documents that the Supplier may reasonably request to perfect the right, title and interest of the Supplier in the Supplier

**9.4** The Supplier grants the Customer a non-exclusive, revocable, non-transferable, non-sublicensable right to use the Services for the term of this Contract and the term of all User

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**10. Licence to use Customer trademarks and materials**

The Customer hereby grants the Supplier with a non-exclusive, worldwide, royalty free, non-transferable and sub-licensable licence during the term of this Contract and all User Licence terms to use the Customer Data and the Customer Marks solely and to the extent necessary to provide the Services.

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**11. Data protection**

**11. 1** Each party shall at all times during the term of this Contract, comply with the applicable Data Protection Laws

**11.2** The parties acknowledge that the Supplier is a Data Controller in respect of all Personal Data Processed in relation to the Services

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**12. Confidentiality**

**12.1** Each party shall keep the other party’s Confidential Information confidential and shall not:

**12.1.1** use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Contract (“**Permitted Purpose**“); or

**12.1.2** disclose such Confidential Information (in whole or in part) to any third party, except as expressly permitted by this Clause [1.](https://www.pipcall.com/policies/corporatecustomercontract/#_bookmark11)

**12.2** A party may disclose the other party’s Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

**12.2.1** it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

**12.2.2** at all times, it is responsible for such Representatives’ compliance with the confidentiality obligations set out in this

**12.3** A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that (to the extent it is legally permitted to do so), it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause [3,](https://www.pipcall.com/policies/corporatecustomercontract/#_bookmark12)it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

**12.4** On termination of this Contract, each party shall on request from the other party:

**12.4.1** return to the other party or destroy all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party’s Confidential Information;

**12.4.2** erase all the other party’s Confidential Information from its computer systems (to the extent possible); and

**12.4.3** certify in writing to the other party that it has complied with the requirements of this Clause,

provided that the Recipient may retain documents and materials containing, reflecting, incorporating or based on the other party’s Confidential Information to the extent required by Applicable Law or applicable governmental or regulatory authority. The provisions of this Clause shall continue to apply to any such documents and materials retained by the Recipient.

**12.5** Except as expressly stated in this Contract, no party makes any express or implied warranty or representation concerning its Confidential Information.

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**13. Publicity**

The Supplier shall be entitled to use the Customer’s name, the fact that they work with the Customer and what Services they provide to the Customer in its marketing and promotional material (whether digital or paper format). Any additional information including case studies or press releases must have the Customer’s prior written consent.

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**14. Limitation of liability**

**14.1** This Clause 14 sets out the entire liability of the Supplier (including any liability for the acts or omissions of its Representatives and including any settlements and indemnities) to the Customer in respect of any breach of this Contract, any representation statement, breach of statutory duty or tortious act or omissions (including negligence) arising under or in connection with this Contract or any other liability to the other party

**14.2** Nothing in this Contract limits or excludes the liability of either party for: (i) death or personal injury resulting from negligence;(ii) any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party; or (iii) any other liability which is incapable of being excluded or limited by law.

**14.3** Subject to Clause 2, the Supplier’s total aggregate liability of all other losses whether arising from contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract (including all non-contractual liability) shall in no event exceed the aggregate amount paid and payable by the Customer to the Supplier in the 12 months preceding a claim.

**14.4** Subject to Clause 2 except where expressly stated in this Contract the Supplier shall not have any liability to the Customer (howsoever arising, including any liability in tort) under or in connection with this Contract for any:

**14.4.1** loss of profits or anticipated savings;

**14.4.2** loss of revenue;

**14.4.3** loss or damage to reputation or goodwill;

**14.4.4** loss of opportunity;

**14.4.5** any loss or corruption of data or information,

and in each case whether direct, indirect, special and/or consequential loss or damage; or

**14.4.6** for any other indirect, special and/or consequential loss or

**14.5** The Customer acknowledges and accepts that the Services are subject to the limitations and issues inherent in the use of the Internet (including denial of service attacks (whether direct or indirect)) and telephony connections and the Supplier is not responsible for and shall not be liable to the Customer for breach of this Contract due to any problems or other damages resulting from such limitations or issues or fault with the public communications network established and operated by a telecommunications provider, including the Internet, wireless and mobile technologies, or any faults within the Customer’s own systems or software, Customer Equipment or that provided by third parties.

**14.6** The Customer acknowledges and agrees that the Services are not designed to be relied upon for emergencies such as calling emergency services and the Supplier shall not be liable for any failure of the Services in an emergency situation.

**14.7** Save for the warranties in clause 2 all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Contract or any collateral contract, whether by statute, common law or otherwise, are hereby

**14.8** The Supplier shall not be in breach of this Contract (including any Service Levels) if the relevant breach was caused by or contributed to by a Relief

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**15. Termination and suspension**

**15.1** Without prejudice to any rights or remedies that have accrued under the Contract, either party may at any time terminate the Contract (or any part thereof including an individual User Licence) or the Supplier may decide to suspend the provision of Services or a particular User Licence, with immediate effect by giving written notice to the other party if:

**15.1.1** the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 60 Working Days after being notified in writing to do so;

**15.1.2** the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or

**15.1.3** the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

**15.2** Without prejudice to any rights or remedies that have accrued under the Contract, the Supplier may at any time terminate or suspend the Contract, the provisions of Services, in whole or in part or a particular User Licence:

**15.2.1** with immediate effect by giving written notice to the Customer if:

**15.2.1.1** the Customer is in breach of any Applicable Law;

**15.2.1.2**any amount due under the Contract remains unpaid following the applicable due date to make such payment;

**15.2.1.3**in the Supplier’s reasonable opinion, the security or integrity of the Site and/or Services has been, or may be, compromised or is otherwise at risk;

**15.2.1.4**required by a regulatory authority; or

**15.2.1.5**the Customer or a User is in breach of the fair use

**15.3** Either party may terminate this Contract for convenience on 30 days’ notice. The termination of the Contract under this Clause 3 shall not effect any User Licences already set up which shall continue until the end of the applicable term for each User Licence and the terms of this Contract shall continue to apply to such User Licences. For the avoidance of doubt, neither party may terminate a User Licence for convenience under this Clause 15.3.

**15.4** Clauses 9, 1, 13, 14, 16, 17.3, 17.4, 17.5, 17.7 and 17.9 shall survive expiry or termination of this Contract.

**15.5** Termination of this Contract, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at

**15.6** On termination of the Contract for any reason, the Customer shall immediately pay any outstanding unpaid invoices and interest due to the Supplier. The Supplier shall submit invoices for any services that it has supplied or work completed, but for which no invoice has been submitted, and the Customer shall pay these invoices in accordance with Clause 3.

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**16. Dispute resolution**

**16.1** Any dispute that may arise between the parties concerning the Contract, including any question regarding its existence, validity or termination, shall be determined as provided in this Clause

**16.2** For the purpose of this Clause 16, a dispute shall be deemed to have arisen when one party notifies the other in writing stating that such is a dispute notice for the purposes of the Contract and setting out the nature of the dispute (“**Dispute Notice**“).

**16.3** After a Dispute Notice has been issued the following procedure shall be followed by the parties (all time periods specified in this paragraph [3](https://www.pipcall.com/policies/corporatecustomercontract/#_bookmark22)may be amended by mutual agreement):

**16.3.1** within 10 Working Days of the date of the Dispute Notice, The Supplier Representative and Customer Representative shall attempt to settle the dispute; and

**16.3.2** if the dispute cannot be resolved by the Customer and Supplier Representatives within 30 Working Days from the date of the Dispute Notice, a senior manager authorised to settle the dispute of each of the parties shall meet within the following 20 Working Days to attempt to settle the dispute.

**16.4** Nothing in this Clause 16 shall prevent either party from seeking injunctive relief at any

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**17. Miscellaneous**

**17.1 Assignment and novation**: The Customer shall not assign, novate or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Contract without the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed). The Supplier may assign, delegate, license, hold on trust, novate, sub-contract or otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Contract

**17.2 Waiver**: No failure or delay by a party to exercise any right or remedy provided under this Contract shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy

**17.3 Entire agreement:**This Contract constitutes the entire Contract between the parties and supersedes any previous arrangement, understanding or Contract between them relating to the subject matter of this Each party acknowledges that, in entering into this Contract, it does not rely on any statement, representation, assurance or warranty of any person (whether a party to this Contract or not) other than as expressly set out in this Contract.

**17.4 Severance**: If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected

**17.5 Third-party rights**: No person other than a party to this Contract shall have any rights to enforce any term of this Contract. This clause does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act

**17.6 Force majeure**: Neither party shall in any circumstances be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. If a Force Majeure Event prevents or delays the Supplier or the Customer in their respective performance of a material part of their obligations under this Contract for a period exceeding 90 days, the party not affected by the Force Majeure Event may terminate this Contract immediately on written notice to the other.

**17.7 Notices:**Any notices to be given under this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first class recorded delivery post to the party to be served at that party’s registered office from time to time or sent by email to: for the Supplier – support@pipcall.comand for the Customer, the email address provided for the administrative Any such notice shall be deemed to have been served if delivered by hand, at the time of delivery, if by email, the time the email was sent, or if posted, at the expiration of 48 hours after the envelope containing the same shall have been put in the post.

**17.8 Counterparts**: This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract

**17.9 Governing law and jurisdiction**: This Contract shall be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Procedure each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

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