**End-User Terms And Conditions**

**1. Introduction**

1.1. These end-user terms and conditions and our Fair Usage Policy (together the “Terms”) set out how PiPcall Limited (“we”, “us” or “our”) company registration number 04994562 and having its registered office at Lower Third Floor Evelyn Suite, Quantum House, 22-24 Red Lion Court, London, United Kingdom, EC4A 3EB) will provide the Services to you through our Desktop System or App (together the “Systems”). References to “you” or “your” means the user of the Services.

1.2. Please read these Terms and our privacy policy (available at: <https://www.pipcall.com/policies> (“Privacy Policy”) very carefully before using our Services. You acknowledge and agree that by clicking on “I Accept”, you agree that you have read, understood these Terms and Conditions and our Fair Usage Policy that apply to your use of the Services.

1.3. While all of these terms are important, you should pay particular attention to:

1.3.1. the conditions of use of the App as set out in Clause 6;

1.3.2. when you or we may terminate these Terms as set out in Clause 9;

1.3.3. the limitations of the App and the Services and what we cannot commit to providing to you as set out in Clause 13; and

1.3.4. our liability to you as set out in Clause 13.

1.4. You must be over the age of eighteen (18) and a Business User (as defined below) to use the Services.

1.5. You are advised to retain a copy of these Terms and our Privacy Policy when you register to use the App for your future reference. A copy of these Terms and our Privacy Policy are available at: [www.pipcall.com/policies](http://www.pipcall.com/policies)‍

**2. Definitions**

“Additional Services” means any additional services offered through the System from time to time;

“App” means the PiPcall mobile application(s) available for download from the App Store; “App Store” means Apple App Store or Google Play Store, as the case may be;

“Associated Business” means your employer or the organisation with which you are associated who has:

(i) authorised your use of the App; (ii) authorised your Licence; and (iii) agreed to pay the Charges on your behalf in accordance with a Commercial Contract;

“Business Call” means a phone call made or received by you for business purposes in accordance with your Employment;

“Business User” means an individual who is authorised to use the App on behalf of its Associated Business,

provided that such Associated Business has entered into a Commercial Contract with us;

“Call” means a Business Call or a Personal Call (as the context dictates and as permitted by your Associated Business);

“Charges” means the charges payable by your Associated Business to us for the Services offered through the App and desktop from time to time, including any Licence Fee or any additional charges payable in accordance with the Commercial Contract;

“Commercial Contract” means the contract between us and your Associated Business in respect of the

Services;

“Desktop System” means the PiPcall desktop application(s);

“Device” means a mobile device owned or controlled by you which you use to access the App and the Services in accordance with these Terms;

“Device Requirements” means the operating system required on your Device to enable you to receive and access the Services through the System;

“Employment” means the relationship you have with your Associated Business to carry out duties on

behalf of your Associated Business in return for payment or non-financial rewards;

“End-User Generated Data” means performance data relating to the Systems or Services, including (but not limited to) information relating to inbound and outbound call data;

“Intellectual Property Rights” means patents, copyright and related rights, trade marks, company names and domain names, rights in designs 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 which subsist or will subsist now or in the future in any part of the world;

“Licence” means an annual or monthly subscription to use the System and Services in accordance with

these Terms and the Commercial Contract;

“Licence Fee” means the fee payable to us for a Licence;

“Login Details” means any combination of email address, mobile phone number, password and one-time security code used to access the System.

“Personal Call” means a personal phone call made or received by you that is not made in connection with your Employment;

PiPcall Portal” means the admin portal for users to gain access to their account. The portal is found at

admin.pipcall.com

“Services” means the services provided by us to you via the App, PiPcall Portal and PiPcall desktop application(s), as more particularly described in Clauses 4, including any Additional Services;

“Term” means the period of time from when you accept the Terms or access the Systems or Services (which is earlier) until the end of the relevant Licence, subject to the terms of Clause 9; and “Website” means our website available at: www.pipcall.com.

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**3. Registration**

App Users

3.1. The Services are owned and managed by us. All information supplied through the Services are managed by us.

3.2. The App is available to download on both Apple and Android devices. If you downloaded the App you will be bound by the relevant App Store Terms of Service, which you should read carefully before proceeding. In order to access the App, you will be required to enter your mobile number into the App as your identification (or username). You will then receive an authentication code to your Device which will enable you to setup the App and access the Services.

3.3. You acknowledge and agree that the information provided by you to us is true, accurate and correct. You agree to promptly notify us in writing in the event of any changes to any of your information.

3.4. You must notify your Associated Business immediately if your Device is lost or stolen or you suspect or become aware of any unauthorised use of your Device or App.

3.5. Without prejudice to our rights and remedies, we reserve the right to promptly disable or suspend your access to the App, if in our reasonable opinion, we believe that you have breached any of the provisions of these Terms.

Desktop Users

3.6. In order to access the PiPcall desktop applications you will be asked to create an account in order to access our Services. You will be asked to submit certain personal information (including your name, email address and password) in order for us to setup your account. These will be then be used as your Login Details. You cannot register for more than one account.

3.7. Your Login Details are for your own personal use only and you must keep your Login Details confidential and secure. Sharing your Login Details with any other person is strictly prohibited, you agree that you are responsible for: you agree that you are responsible for:

3.7.1. maintaining the confidentiality of your Login Details and for restricting unauthorised use or access to the Services;

3.7.2. the accuracy and content of the information you provide, including ensuring that such information is kept up to date.

3.8. Without prejudice to our rights and remedies, we reserve the right to promptly disable your Login Details and suspend access to the Desktop System, if in our reasonable opinion, we believe that you have breached any of the provisions of these Terms.

3.9. You must notify your Associated Business immediately if you suspect or become aware of any unauthorised use of your Login Details, Services or Systems.

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**4. The Services**

4.1. We provide a telephony service to you to enable you to make and receive Business Calls and, if your Associated Business permits you to do so, Personal Calls, through the applicable system in addition to other features selected by your Associated Business (our “Services”).

4.2. As part of our Services, you will have access to features provided through the System such as the ability to create and manage contact lists, identify the caller of incoming calls, receive push notifications to your Device to notify you of incoming Business Calls, access to your Call history, recording and accessing your voicemail service and such other features or functionality that we may provide from time to time in accordance with the Commercial Contract.

4.3. You acknowledge and agree that in order to access certain features through the App, you will be required to grant permission for the App to access certain information available on your Device. For example, in order to create contact lists within the App using contacts stored on your Device, the App will require permission to access the contact list on your Device. If you do not grant such permission, you will not be able to access this feature. The user needs to activate all the app permissions that are requested by the App for the app to work.

4.4. We will provide the Services to you using reasonable care and skill.

4.5. We provide the Systems, the Services and any contents or information made available via the Services on an “as is” basis, without warranty of any kind. We make no warranty that the Services will meet your particular requirements or be available on an uninterrupted, secure, or error-free basis. To the extent permitted by law, we make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of our Systems or Services, or any contents or information which we may provide in connection with our Services or Systems.

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**5. Support Services**

5.1. In the event you encounter any problems with the Services, please visit our online support page available at: https:www.pipcall.com/support for more information. If you are unable to resolve the problem, please contact us using the contact information provided in clause 5.3 below.

. 5.2. In the event that we provide you with support services in respect of any problems or faults with the System or Services, you acknowledge and agree that we will access and use End-User Generated Data in order to undertake an analysis of the problem and seek to provide a resolution. This may include accessing call logs and such other information available relating to your use of the Systems or Services. Where problems or faults occur with the App, we may also require you to download the latest version of the App in order to provide a resolution.

5.3. We can be contacted:

· by writing to PiPcall Ltd, Cairn House, 7 Lodge Lane, London, N12 8JG; or · by e-mail at support@pipcall.com; or

· via phone at 0330 0948080.

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**6. Conditions of use of the Services**

6.1. Subject to these Terms, we hereby grant to you a personal, non-exclusive, worldwide, non- transferable, non-sub-licensable licence to download, install, display and use the applicable Services during the Term.

6.2. You acknowledge that use of the System and Services to make Personal Calls (and for other personal use) is governed by your Associated Business’ policy. You agree that you will only use the Services in connection with your Employment unless otherwise agreed or permitted by your Associated Business.

6.3. Unless you have requested from us and received our prior written consent to do the following, or unless expressly permitted in these Terms, you must not:

6.3.1. modify, translate, create derivative copies of, or copy, the Services, in whole or in part, or combine or merge the Services with any other object code or program.

6.3.2. reverse engineer, decompile, disassemble or otherwise reduce the object code of the Services to source code form.

6.3.3. distribute, sub-licence, assign, share, timeshare, sell, rent, lease, grant a security interest in, or otherwise transfer the Services or your right to use the Services, to any third party.

6.3.4. remove, modify or alter any Intellectual Property Right, or other proprietary notices or material belonging to us or our licensors contained and displayed within the Services;

6.3.5. carry out any harmful or illegal activities using the Services; or

6.3.6. use the Services in any manner not expressly authorised by these Terms.

6.4. You must, at all times during your use of the Services:

6.4.1. comply with all applicable laws, regulations, directives and legislation while using the Services;

6.4.2. comply with any guidelines or reasonable instructions issued by us from time to time in respect of your use of the Services;

6.4.3. comply with any applicable third-party terms and conditions in respect of your use of the Services;

6.4.4. not do anything likely to impair, interfere with or damage or cause harm or distress to any persons while using the Services;

6.4.5. not use the Services and/or any knowledge, information, know-how and/or expertise derived from using the Services to commit any criminal or fraudulent act; and

6.4.6. not use the Services and/or not do anything that shall or be reasonably deemed to infringe any Intellectual Property Rights or other rights of any third parties.

6.5. You will:

6.5.1. ensure your Device complies with the Device Requirements prior to installing and using all features of the Services.

6.5.2. in respect of the App, ensure that your Device does not contain any call blocking features or systems which may inhibit the functionality of the Services and, in respect of the Desktop System, ensure

that your Device has adequate anti-virus protection and any appropriate firewall protections to prevent unauthorised access and use of the System or Services.

6.5.3. ensure your Device meets the minimum version recommendation. You acknowledge that we only support the latest versions of the App and the minimum compatible mobile operating system (iOS/Android). If you fail to maintain and use these versions of the App and mobile operating system on your Device you may not be able to access the Services; and

6.5.4. take steps to back-up your data, and you acknowledge and agree that our Services are not intended to be used as a back-up facility.

6.6. You agree and acknowledge that in respect of the App:

6.6.1. use of the Services will use part of your data allowance that is provided to you by your network operator and we have no responsibility if you exceed your data allowance as a result of using the Services. You acknowledge and agree that, in order to use the Services through the App, the Services use small amounts of your data allowance in order to facilitate calls. You are responsible for ensuring that you have sufficient data allowance to use the Services and we are not responsible for service fails which result from insufficient data allowance.

6.6.2. your access to and use of the App may be limited by your Device network carrier, corporate data restriction apps, notification blockers and mobile device management systems, which are outside of our control and may restrict or limit your use of the Services.

6.6.3. you may not be able to access and use certain functionalities of the App unless you have internet access through your Device’s mobile spectrum (which includes 3G, 4G or 5G and the Services will not work if you are only connected to 2G) or Wi-Fi connection and you are responsible for making all arrangements necessary for your Device to have internet connectivity;

6.6.4. if you exceed your data usage or otherwise use the Services outside of the Services purchased by your Associated Business (for example making international calls), you may be charged by your network carrier in accordance with your agreement with them as specified in clause 8.6; and

6.6.5. your use of the Services will require the App to create contacts in your personal directory that are necessary for the correct operation of key features of the Services. If you amend or delete these contacts, then you may not be able to access and use certain functionalities of the App.

6.7. You agree and acknowledge that in respect of the Services our Fair Use Policy applies to your use of our Services and is incorporated into these Terms. It is available online at <https://www.pipcall.com/policies> You will comply with this Fair Use Policy and any other fair use policy notified to you by us and/or your Associated Business from time to time.

6.8. In the event that you need to call emergency services using your Device and you try to do this using our App, such emergency calls will be made through your network provider or carrier so that the call can be linked to your Device and details connected to that Device.

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**7. Accessing the App**

7.1. Where you access the App, you acknowledge and agree that:

7.1.1. we are in no way linked, connected or affiliated with Apple, Google, Microsoft or any other mobile

“apps” provider; and

7.1.2. we are solely responsible for providing you with any support and maintenance in respect of the App.

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**8. License fees and Charges**

8.1. Subject to clause 8.5, your Associated Business is responsible for paying the Charges.

8.2. Our Services are provided via your Associated Business’s Licence.

8.3. Your Associated Business will be responsible for paying your Licence Fees in accordance with the Commercial Contract.

8.4. We reserve the right to terminate or suspend your access to the Services and our provision of the Services if we have not received payment of the relevant Charges within fourteen (14) days of the due date of such Charges from your Associated Business. In such event, we will suspend your access to the Services and/or the provision of the Services until such time as your Associated Business has paid any outstanding Charges.

8.5. You are responsible for all charges, fees, duties and taxes arising out of the use of the Services which is outside of your Associated Business’s Licence. This includes fees imposed by your network provider or carrier which are incurred as a result of your use of the App outside of your Associated Business’s Licence, such as charges related to transmitting or receiving data or data roaming charges when travelling abroad. You acknowledge that such fees will be charged to you directly by your network provider or carrier in accordance with your agreement with them and we do not receive any payment in respect of such charges or use.

8.6 You acknowledge and agree that, in order to use the Services through the App, the App uses small amounts of your data allowance in order to facilitate calls. You are responsible for ensuring that you have sufficient data allowance to use the Services and we are not responsible for service failures which result from insufficient data allowance.

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**9. Term and termination**

9.1. These Terms apply for the Term (including any Licence renewals in accordance with Clause 9.2, as applicable), unless and until these Terms terminate or expire in accordance with this Clause 9.

9.2. Your Associated Business may renew your Licence at any time and in such circumstances these Terms shall continue to apply during any Licence renewal.

9.3. We may terminate these Terms, or terminate or suspend your use of the Services, immediately by written notice to your Associated Business if:

9.3.1. any Charges remain unpaid by your Associated Business in accordance with Clause 8.4;

9.3.2. we consider that you have used the Services in violation of these Terms;

9.3.3. in our reasonable opinion, we believe there has been unauthorised use or access to the Services.

9.3.4. we have a legal or regulatory obligation imposed on us, which impacts our ability to provide the Services; or

9.3.5. for any other reason provided that we give you thirty (30) days’ written notice.

9.4. Your Associated Business may request that we terminate these Terms, or terminate or suspend your use of the Services and our provision of the Services, and we will act in accordance with your Associated Businesses instructions in the following cases:

9.4.1. the Commercial Contract is terminated (howsoever arising);

9.4.2. your Associated Business believes that there has been unauthorised use or access to the Services; or

9.4.3. your Employment ceases.

9.5. You may delete or remove the App or Desktop System from your Device at any time in which case these Terms shall terminate. If at any time you reinstall the App, these Terms shall apply.

9.6. Upon termination for any reason:

9.6.1. all rights granted to you under these Terms cease.

9.6.2. you must cease all activities authorised by these Terms.

9.6.3. in the case of App users, you must delete or remove the App from your Device.

9.6.4 in the case of a Desktop System, you must delete or remove the Desktop System from your Device; and

9.6.5. you will lose access to all data and information stored on the App as at the date of termination including (but not limited to) call history, call recordings, voice messages, SMS messages and contact lists. Where such information or data contains Personal Data relating to you, this will be dealt with in accordance with our End-User Privacy Policy [<https://www.pipcall.com/policies>]

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**10. Intellectual property**

10.1. Other than in relation to any links to third party websites, we own or have a licence to use all right, title and interest in and to the Services, including without limitation all Intellectual Property Rights or other proprietary notices or material belonging to us or our licensors.

10.2. These Terms shall not give or transfer title to or ownership of the Services to you. All rights in and to the Services not expressly granted to you in these Terms are reserved by us.

10.3. You must not do anything which may be seen to take unfair advantage of our reputation and goodwill or could be considered an infringement of any of the Intellectual Property Rights owned and/or licensed to us, without first obtaining our written permission.

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**11. Links to our Website**

11.1. Hyperlinks to our Website may appear in the information made available to you through the Services. If you access our Website, these End-user Terms and Conditions shall apply to your use of our Website.

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**12. Links to third party websites**

12.1. Hyperlinks to websites operated by third parties may appear in the information made available to you through the Services. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for the contents or your use of them, and as a result we do not accept responsibility for the availability, suitability, reliability or content of such third-party websites.

12.2. Our inclusion of such hyperlinks in any information provided does not imply any endorsement of the material or the views expressed within them.

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**13. Our liability**

13.1. Nothing in these Terms limits any liability for: (i) death or personal injury caused by our negligence;

(ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded or limited by law.

13.2. Subject to clause 13.1, we will not be liable to you for any:

13.2.1. loss or damage that was not foreseeable to you and us when you accept these Terms. By ‘foreseeable’ we mean that, at the time this contract was made, either it was clear that such loss or damage would occur, or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do);

13.2.2. loss or damage to your Device used to access the App that was not directly caused by us.

13.2.3. loss or damage to you as a result of any interruptions, delays, errors, defects in operation or unavailability of the Services.

13.2.4. loss or damage to you or your Device as a result of any viruses, bugs, worms, spyware, malware, ransomware, trojan horse, logic bombs or other program or code that may cause harm to you or your Device that are caused by the Services.

13.2.5. loss or damage to you resulting from any theft or unauthorised use by a third party of any data you submit to us or that is generated by your use of the App, provided that we have taken reasonable precautions to keep such data secure.

13.2.6. charges incurred by you from a third party (such as your carrier) as a result of your access or use of the Services which is outside of the Services procured by your Associated Business.

13.2.7. delays in the Services or any acts or omissions by us, that result from circumstances beyond our reasonable control, provided that we use reasonable efforts to avoid or rectify such delays, acts or omissions; or

13.2.8. any business loss or damage.

13.3. Subject to clause 13.1, if you use the Services for personal use (which includes making Personal Calls), we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), and whether foreseeable or not, arising under or in connection with the Services, that does not flow directly and naturally from our breach of these Terms.

13.4. Subject to clause 13.1 and 13.2, our liability to you will be limited to the cost of repairing or replacing your Device up to a maximum of £1000.

13.5. You acknowledge that the Services and any other information, software, products and services available through the Services may include inaccuracies and/or typographical errors, and that we do not guarantee the accuracy of, and will not be liable for inaccuracies in the Services.

13.6. Our provision of the Services may be impacted by reasons outside of our control, such as your internet connection, your Device settings and specification, your network provider and the App Store. We will use our reasonable endeavours to make the Services available to you at all times, excluding any planned downtime for maintenance which is notified to you, but we cannot guarantee that the Services will be uninterrupted or fault free, or that defects will be corrected. Although we will do everything, we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the Services due to a poor internet connection, connectivity issues with your systems, server, device, faulty components in your device, App Store failure or anything else that it would not be reasonable to expect us to control.

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**14. Data protection**

14.1. We are committed to protecting your privacy and the confidentiality of the information provided by you, or that we collect about you, in respect of your use of the Services and we will use your personal data in accordance with our End User Privacy Policy available at <https://www.pipcall.com/policies>.

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**15. Changes to the Services**

15.1. We reserve the right to make changes to the Services (in whole or in part) from time to time including, the removal, modification and/or variation of any of the Services available(“Updates”), and subject to Clause 15.3, we shall notify you of such Updates in accordance with Clause 16.2, where these Updates will have a major impact on your use of the Services. In such circumstances, you may exercise your rights set out in Clause 9.5.

15.2. If you choose not to install an Update or if you opt out of automatic Updates, you may not be able to continue using the

15.3. In the event of a security incident or where a vulnerability in the Services has been identified, we may undertake emergency maintenance and make changes to the Services without prior notice to you in order to protect the integrity of our Service. We may also implement changes to the Services without notice to you where such changes are required as a result of a change in law or regulation which impacts our business, the Services. We are under no obligation to notify you of any improvements and/or changes to the Services that result in minor adjustments or corrections to the Service.

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**16. Changes to these Terms**

16.1. We may alter or amend these Terms from time to time, including introducing new terms, that are:

(i) the result of a change in the law or our business; (ii) necessary for the provision of the Services; or (iii) the result of any improvements to the Services.

16.2. Subject to Clause 16.4, if we make any material changes (including any material changes to our policies), we will: (i) give you at least one (1) month’s prior written notice by email, SMS or, for App users, via in-App notifications; and (ii) make available a copy of the new terms and conditions, which will take effect from the expiry of the notice period in (i).

16.3. Between receipt of the notice pursuant to Clause 16.2, and the proposed date of a change, you may exercise your rights set out in Clause 9.5. By continuing to use the Services from the date of the change, you are accepting such changes to these Terms.

16.4. We are under no obligation to notify you of any changes to these Terms that result in minor adjustments or corrections to these Terms, but we will publish the updated Terms on our website.

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**17. Disputes and complaints**

17.1. If you would like to make a complaint or raise a dispute about these Terms, or our Services, we would welcome the opportunity to discuss it with you in the first instance. If you are not satisfied with our response, you can raise a complaint with the Communications Ombudsman. More information is available at: https://www.ombudsman-services.org/sectors/communications.

17.2. These Terms are governed by the laws of England, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of the country in which you live. Any disputes will be subject to the non-exclusive jurisdiction of the English courts. This means that you can choose whether to bring a claim in the courts of England or in the courts of another part of the UK in which you live.

17.3. Subject to Clause 17.2, if any court considers any clause of these Terms is illegal, invalid, or unenforceable, such clause will not apply to you or us (as applicable) and will not affect the validity or enforceability of the remainder of the terms of these Terms.

17.4. If you have a complaint or query about these Terms, the Services, or if you feel that any materials appearing on the Services are offensive, objectionable or potentially defamatory, you may contact our customer services team at support@pipcall.com by providing full details of the nature of your complaint and the materials to which the complaint relates.

17.4. We have procedures in place to make sure that we handle your complaint fairly and quickly.

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**18. Other important terms**

18.1. You must provide us with an email address, your mobile phone number for your Device and your phone number that will be presented to those you make a Business Call to, and you must let us know if any of these change during the Term.

18.2. References to “in writing” in these Terms in respect of a notice from one party to the other shall be

effective if sent by email.

18.4. We may transfer our rights and obligations under these Terms to another organisation at any time without your consent. You are not allowed to transfer your rights under these Terms to anyone

18.5. Any failure by you or us to enforce (at any time) any term or condition of these Terms, will not be considered a waiver of your or our right (as applicable) to enforce any terms of these Terms.

18.6. Nothing in these Terms shall give, directly or indirectly, any third party any enforceable benefit or any right of action against us under the Contracts (Rights of Third Parties) Act 1999 and such third parties shall not be entitled to enforce any term of these Terms against us.

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