Terms & Conditions

In these Terms and Conditions "we, our, us" refers to Buzz Networks Ltd.

Acceptance of terms

By accessing the content on our website ("the Website") you agree to be bound by the terms and conditions set out herein and you accept our privacy policy available here. If you object to any of the terms and conditions set out in this agreement you should not use any of the products or services on the website and leave immediately.

You agree that you shall not use the website for illegal purposes and will respect all applicable laws and regulations.

You agree not to use the website in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the website. You also agree not to compromise the security of the website or attempt to gain access to secured areas or sensitive information.

You agree to be fully responsible for any claim, expense, liability, losses, costs including legal fees incurred by us arising from any infringement of the terms and conditions set out in this agreement.

Copyright

All intellectual property of the business such as trademarks, trade names, patents, registered designs and any other automatic intellectual property rights derived from the aesthetics or functionality of the website remain the property of the business.

By using our website, you agree to respect the intellectual property rights of the business and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purpose any material contained within the Website.

Disclaimers

The information provided within these web pages is displayed on the understanding that the website is not engaged in rendering advice and should not be wholly relied upon when making any related decision.

We do not guarantee uninterrupted availability of the business website and cannot provide any representation that using the Website will be error free.

Third parties

The website may contain hyperlinks to websites operated by other parties. We do not control such websites, and we therefore take no responsibility for, and will not incur any

liability in respect of, content displayed within those web pages. Our inclusion of hyperlinks to such websites does not imply any endorsement of views, statements or information contained in such websites.

Limitation of liability

The website may contain hyperlinks to websites operated by other parties. We do not control such websites, and we therefore take no responsibility for, and will not incur any liability in respect of, content displayed within those web pages. Our inclusion of hyperlinks to such websites does not imply any endorsement of views, statements or information contained in such websites.

We will under no circumstance accept liability for indirect, special, or consequential damages including any loss of business, revenue, profits, or data in relation to your use of our website.

Governing law and jurisdiction This Agreement will be governed by the laws of England and Wales, and any user of the Website hereby agrees to be bound exclusively by the jurisdiction of the courts without reference to rules governing choice of laws.

PLEASE READ CAREFULLY BEFORE DOWNLOADING THE SOFTWARE OR USING THE PRODUCT(S) OR BUZZ WEBSITES.

1. YOUR AGREEMENT WITH BUZZ NETWORKS LTD

1.1 Buzz's internet communication software applications ("Internet Communications Software"), other "Buzz" branded software applications (together the "Buzz Software"), the "Buzz" branded software applications ("Buzz Software") and associated documentation (whether in printed or electronic form) including any improvements, modifications, enhancements, fixes, updates, upgrades and future versions thereto ("Updates") and whether made available for free or for a fee, (collectively the "Software") are licensed (not sold) to you by Buzz Networks Ltd.

1.2 The features and products that are made available through the Software for free (excluding products or features available for free on a trial basis only) ("Free Products") are provided to you by Buzz Networks Ltd.

1.3 Any additional products or features of the Buzz Software or Buzz Software, or other "Buzz" or "Buzz Connect" branded products, that you pay for (including products or features available for free on a trial basis only) ("Paid-For-Products") are provided to you by Buzz Networks Ltd.

1.4 "Buzz Websites" means www.buzznetworks.co.uk, www.buzzconnect.co.uk, www.virtuallandline.co.uk (all of which are operated by Buzz Networks Ltd) and any other websites authorised by Buzz which link to these Terms.

1.5 "Buzz" means Buzz Networks Ltd, Unit 6 Glenmore Business Park, Blackhill Road, Poole, Dorset, BH16 6NL;
"Products" means collectively the Free Products and Paid-For-Products;
"you" or "your" means you, the registered holder of the User Account (as described in paragraph 6.1) and licensee under these Terms.

1.6 Your agreement with Buzz is made up of the terms and conditions set out in this document, together with any fair usage policies described in this document and Additional Terms referred to in paragraph 14 (collectively the "Terms"). To the extent of any inconsistency between the fair usage policies or any Additional Terms and this document, this document shall take precedence.

2. ACCEPTANCE OF THE TERMS

2.1 In order to download and/or use the Software, Products and/or Buzz Websites you must first accept these Terms. These Terms are accepted by you (a) when you click to accept or agree to the Terms; or (b) when you download and/or use the Software, Products and/or Buzz Websites. We advise you to print a copy of these Terms for your records. These Terms remain effective from the date of acceptance until terminated by you or Buzz in accordance with paragraph 11.

2.2 You cannot accept these Terms if: (a) you are not lawfully entitled to use the Software, Products and/or Buzz Websites in the country in which you are located or reside or (b) if you are not of legal age to form a binding agreement with Buzz.

3. CHANGES TO THE TERMS

3.1 Buzz may make changes to these Terms from time to time, where reasonably necessary, including to reflect changes in law or regulation, security, or technical requirements, changes to our services, or changes required by a regulator. Where applicable law or Ofcom rules require advance notice and/or a right to terminate without penalty, we will provide that notice and right. For other material changes that are not to your benefit, we will give at least one month's prior notice. Buzz will publish the changes at www.virtuallandline.co.uk/terms-and-conditions Changes to the fair usage policies and/or Additional Terms will be posted on the applicable Buzz Website. The changes will be effective when published. Please review the Terms on a regular basis. You understand and agree that your express acceptance of the Terms or your use of the Software, Products and/or Buzz Websites after the date of publication shall constitute your agreement to the updated Terms. If you do not agree with the amended Terms, you may terminate your relationship with Buzz in accordance with paragraph 11 below.

4. LICENCE

4.1 **Licence**. Subject to your compliance with these Terms, you are granted a limited, non-exclusive, non-sublicensable, non-assignable, free of charge license to download and install the Software on a personal computer, mobile phone or other device; and

personally use the Software through your individual Buzz or Buzz user account (as applicable) ("User Account"). For the avoidance of doubt, (a) IT administrators working on behalf of a company may download and install the Buzz Software onto personal computers or other devices used by personnel of such company; and (b) you are permitted to use the Software at a university or other educational institution, or at work. Buzz reserves all rights not expressly granted to you under these Terms.

4.2 **Restrictions**. You may not and you agree not to:
(a) sub-license, sell, assign, rent, lease, export, import, distribute or transfer or otherwise grant rights to any third party in the Software;
(b) undertake, cause, permit or authorise the modification, creation of derivative works or improvements, translation, reverse engineering, decompiling, disassembling, decryption, emulation, hacking, discovery or attempted discovery of the source code or protocols of the Software or any part or features thereof (except to the extent permitted by law);
(c) remove, obscure or alter any copyright notices or other proprietary notices included in the Software;
(d) use the Software or cause the Software (or any part of it) to be used within or to provide commercial products or services to third parties. The foregoing shall not preclude you using the Software for your own business communications, subject to paragraph 4.1 above;
(e) other than for the purposes of download and installation, use the Software except through your User Account.

4.3 **Third-Party Technology**. If you are using Software pre-loaded on, embedded in, combined, distributed or used with or downloaded onto third party products, hardware, software applications, programs or devices ("Third-Party Technology"), you agree and acknowledge that: (a) you may be required to enter into a separate licence agreement with the relevant third party owner or licensor for the use of such Third-Party Technology; (b) some Products and/or functionality may not be accessible through the Third-Party Technology and (c) Buzz cannot guarantee that the Software shall always be available on or in connection with such Third-Party Technology.

4.4 **Third Party Notices**. The Software may include third-party code that Buzz, not the third party, licenses to you under this agreement. Notices, if any, for the third-party code are included for your information only. Third-party scripts, linked to, called or referenced from the Software, are licensed to you by the third parties that own such code, not by Buzz.

5. USE OF THE SOFTWARE AND PRODUCTS AND BUZZ WEBSITES

5.1 **Equipment**. In order to use the Software and the Products you will need an Internet broadband connection. You are responsible for providing all equipment

required to access the Internet or enable communications such as headsets, microphones and webcams.

5.2 **Use of Your Equipment**. The Virtual Landline may use the processing capabilities, memory and bandwidth of the computer (or other applicable device) you are using, for the limited purpose of facilitating the communication and establishing the connection between Virtual Landline users. If your use of the Virtual Landline is dependent upon the use of a processor and bandwidth owned or controlled by a third party, you acknowledge and agree that your licence to use the Virtual Landline is subject to you obtaining consent from the relevant third party for such use. You represent and warrant that by accepting these Terms, you have obtained such consent.

5.3 In relation to the use of Virtual Landline for prison calls, you and the relevant end user must adhere to the process set out at https://www.virtuallandline.co.uk/services/prison-phone-calls.

You and the end user must ensure that the relevant information stated in the section "Phone Calls from Prison" is complied with at all times and that the PIN number provided is solely for the end user's communication to the authorised phone numbers.

Virtual Landline numbers receiving regular calls from prison numbers may only change their divert number up to 15 times in a month.

5.4 **Updates to the Software**. Buzz may automatically check your version of the Buzz Software. You may be required to enter into an updated version of these Terms to be able to download or otherwise take advantage of any Updates. Buzz has no obligation to make available any Updates. However, Buzz may (a) require you to download and install Updates; or (b) download and install Updates from Buzz automatically from time to time unless you have chosen (through your Buzz client settings) not to receive automatic Updates. Microsoft Corporation or its affiliates and subsidiaries may also automatically download updates to the Buzz Software for Windows, if you have chosen to receive Microsoft Updates. These updates are required to maintain software compatibility, provide security updates or bug fixes, or offer new features, functionality or versions. You agree to receive such updates from Buzz in order to continue using the Buzz Software and you agree to accept such Updates subject to these Terms.

5.5 **Suspension, technical improvement and maintenance.** From time to time, Buzz may need to perform maintenance on or upgrade the Software, Products or Buzz Websites or the underlying infrastructure that enables you to use the Software, Products or Buzz Websites. This may require Buzz to temporarily suspend or limit your use of some or all of the Software, Products or Buzz Websites until such time as this maintenance and/or upgrade can be completed. To the extent possible and

unless an intervention is urgently required, Buzz will publish the time and date of such suspension or limitation on the Buzz Website in advance. You will not be entitled to claim damages for such suspension or limitation of the use of any Software, Product or Buzz Website.

5.6 **Numbering Testing.** It is the responsibility of the customer to test any numbers or services provided by Virtual Landline/ Buzz prior to using them for advertising or promotional purposes. Buzz accepts no claims for consequential losses arising from wrongly allocated or advertised numbers.

5.7 **Content of Communications.** Buzz is not the source of, does not verify or endorse and takes no responsibility for the content of communications made using the Software. By using the Software, you agree that any content that you submit may be transmitted to the recipient of your communication. The content of communications is entirely the responsibility of the person from whom such content originated. You therefore may be exposed to content that is offensive, unlawful, harmful to minors, obscene, indecent or otherwise objectionable. The content of communications may be protected by intellectual property rights, which are owned by third parties. You are responsible for the content you choose to communicate and access using the Software. In particular, you are responsible for ensuring that you do not submit material that is (i) copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner (ii) a falsehood or misrepresentation (iii) offensive, unlawful, harmful to minors, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or that encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise objectionable; (iv) advertisement or solicitation of business; or (v) impersonating another person. Buzz reserves the right (but shall have no obligation) to review content for the purpose of enforcing these Terms. Buzz may in its sole discretion block, prevent delivery of or otherwise remove the content of communications as part of its effort to protect the Software, Products or its customers, or otherwise enforce these Terms. Further, Buzz may in its sole discretion remove such content and/or terminate these Terms and your User Account if you use any content that is in breach of these Terms.

5.8 **Quality**. Buzz cannot guarantee that the Software, Products or Buzz Websites will always function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the Software, Products (depending on the Products used) or Buzz Websites, and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, the public switched telephone network and your power supply. Buzz takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control.

5.9 **Changes to Products**. Buzz is constantly improving the Software and Products and may also need to change technical features from time to time in order to comply with applicable regulations. Accordingly, you acknowledge and agree that the Products and functionality of the Software may vary from time to time. Technical requirements for use of Products and Software and feature descriptions are available on the Buzz Website. If you do not agree with any changes to Software and Products you may terminate your relationship with Buzz in accordance with paragraph 11. You may need to upgrade to a new version in order to enjoy the benefit of certain Products. In addition, you acknowledge and agree that certain Products may be subject to usage limits or geographical restrictions, which may vary from time to time. Please check the Buzz Website for details of the most up-to-date usage restrictions that apply to the Products that you are using.

5.10 **Linking.** You may link to the Buzz Website from another website owned by you, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement by Buzz where none exists. You may not frame the Site on any other site. Buzz may revoke the permission to link to the Buzz Websites at any time at its sole discretion and will notify you in this respect.

5.11 **Call Monitoring and Recording for Fraud Prevention**. Buzz may monitor and record telephone calls and other communications carried using the Software or Products where reasonably necessary for the purposes of preventing, detecting, investigating or reporting fraudulent, unlawful or abusive activity, protecting the integrity and security of the network, enforcing compliance with these Terms, and complying with applicable legal and regulatory obligations. Any such monitoring or recording will be carried out in accordance with applicable UK law and relevant regulatory guidance, including guidance issued by Ofcom in relation to the prevention of nuisance, scam and fraudulent calls. Further information on Ofcom's work in this area is available at: https://www.ofcom.org.uk/phone-tips/scams.

6. YOUR OBLIGATIONS

6.1 **User Account**. Prior to your first use of the Buzz Software, you will be asked to create a User Account and choose a user ID and password. We recommend that you choose a password that is hard to guess and consists of letters, numbers and symbols. You may only use the Software through your User Account. You are solely responsible and liable for all activities conducted through your User Account. To prevent unauthorised use, you shall keep your password confidential and shall not share it with any third party or use it to access third party websites or services. If you suspect that someone else knows your password, then you shall immediately change it in order to protect the security of your User Account. It is your responsibility to ensure that you do not respond to any unsolicited requests for credit card details,

passwords or other data. Buzz takes no responsibility for your failure to comply with the obligations in this paragraph 6.1.

6.2 **Lawful Use.** You must use the Software, Products and Buzz Websites in accordance with the laws of where you are located. In some countries there are restrictions on the download and use of the Software, Products and/or Buzz Websites. It is your responsibility to ensure that you are legally allowed to use the Software, Products and/or Buzz Websites where you are located.

6.3 **Prohibited Use.** You may not:

(a) intercept or monitor, damage or modify any communication which is not intended for you;

(b) use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the Software, Products, Buzz Websites, communication or protocols;

(c) send unsolicited communications (also referred to as "SPAM", "SPIM" or "SPIT") or any communication not permitted by applicable law or use the Software, Products or Buzz Websites for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity;

(d) expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable in any way;

(e) use the Software, Products or Buzz Websites to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party; or

(f) use (including as part of your User ID and/or profile picture) any material or content that is subject to any third-party proprietary rights, unless you have a licence or permission from the owner of such rights; or

(g) collect or harvest any personally identifiable information, including account names, from the Software, Products or Buzz Websites;

(h) impact or attempt to impact the availability of the Software, Products or Buzz Websites for example, with a denial of service (DOS) or distributed denial of service (DDoS) attack;

(i) use or launch any automated system, including without limitation, robots, spiders or offline readers that access the Software, Products or Buzz Websites.

Notwithstanding the foregoing, you agree that Buzz grants to the operators of public search engines permission to use spiders to copy materials from the Buzz Website for the sole purpose of creating publicly available searchable indices of the materials but not caches or archives of such materials. Buzz reserves the right to revoke these exceptions at any time.

6.4 **User Submissions**.

6.4.1 Please exercise respect when participating in any features of the Buzz Websites or Software such as Forums, Blogs, email functions, video hosting, sharing and/or publishing or any other function on the Buzz Websites or of the Buzz Software which allows you to post, upload,

edit, host, share and/or publish content. You acknowledge and agree that: (i) by using the Buzz Websites and/or Software you may be exposed to content that you may find offensive or indecent and you do so at your own risk; (ii) you are solely responsible for, and Buzz has no responsibility to you or any third party for any User Submissions that you create, submit, post or publish on the Buzz Websites or through the Software; (iii) Buzz does not guarantee any confidentiality with respect to User Submissions, whether or not they are published (iv) Buzz is not responsible for any User Submissions that you may have access to through your use of the Buzz Websites or Software and all User Submissions are the responsibility of the person from whom such User Submissions originated. Buzz does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with User Submissions.

6.4.2 In connection with your User Submissions, you represent and warrant that you (v) own or have the necessary licences, rights, consents, and permissions to use and (vi) authorise Buzz to use all copyrights, trademarks, trade secrets, patents and other intellectual property or proprietary rights in and to any and all User Submissions in accordance with these Terms; and (vii) Submissions are the responsibility of the person from whom such User Submissions originated. Buzz does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein, and expressly disclaims any and all liability in connection with User Submissions.

6.4.3 Notwithstanding any rights or obligations governed by the Additional Terms (as defined below) if, at any time you choose to upload or post User Submissions to the Buzz Websites or through the Software (excluding Reports and excluding the content of your communications) you automatically grant Buzz a non-exclusive, worldwide, irrevocable, royalty-free, perpetual, sub-licensable and transferable licence of all rights to use, edit, modify, include, incorporate, adapt, record, publicly perform, display, transmit and reproduce the User Submissions including, without limitation, all trademarks associated therewith, in connection with the Buzz Websites and Buzz's Software and Products including for the purpose of promoting or redistributing part or all of the Buzz Websites and/or the Software or Products, in any and all media now known or hereafter devised. You also hereby grant each user of the Buzz Website and/or Buzz's Software or Products a non-exclusive licence to access your User Submission through the Buzz Website and/or Software or Products and to use, copy, distribute, prepare derivative works of, display, perform and transmit such User Submissions solely as permitted through the functionality of the Buzz Websites and/or Software or Products and pursuant to these Terms of Use. In addition,

you waive any so-called "moral rights" in and to the User Submissions, to the extent permitted by applicable law.

6.4.4 You may not submit or publish through the Buzz Website or Software any User Submissions that are libellous, defamatory, pornographic, harassing, hateful, an invasion of privacy, obscene, abusive, illegal, racist, offensive, harmful to a minor or an infringement of any intellectual property rights or a trade secret of a third party, or would otherwise violate the rights of any third party or give rise to civil or criminal liability. Furthermore, you may not submit or publish User Submissions that contain falsehoods or misrepresentations, solicit funds or services, contain advertising, promotional materials, junk mail, spam, chain letters or any form of solicitation, impersonate others or include programs that contain viruses or any other programs designed to impair the functionality of any computer. You agree not to solicit, for commercial purposes, any users of the Buzz Website or Software with respect to their User Submissions. You agree not to circumvent, disable or otherwise interfere with the security related features of the Buzz Website or Software or features that prevent or restrict the use of any content thereof.

6.5 **Your Information**. From time to time, Buzz may request information from you for the purpose of supplying the Software or Products to you. You shall ensure that any such information is complete, up-to-date and accurate.

6.6 **No Reselling**. The Software and Products are for your individual use. You shall not resell or commercialise the Software and/or Products to any third party.

7. PROPRIETARY RIGHTS

7.1 The Software, Products and Buzz Websites contain proprietary and confidential information that is protected by intellectual property laws and treaties.

7.2 The content and compilation of content included on the Buzz Websites, (excluding User Submissions) such as sounds, text, graphics, logos, icons, images, audio clips, digital downloads and software, are the property of Buzz, its affiliates or licensors and are protected by United States and international copyright laws. Such copyright protected content cannot be reproduced without Buzz's express permission. You may download and make personal, non-commercial use of User Submissions on www.buzzconnect.co.uk that are displayed with a "download" or similar link. Buzz reserves all rights not expressly granted in the Buzz Websites.

7.3 Buzz and/or its licensors retain exclusive ownership of the Software, Products and Buzz Websites and all intellectual property therein (whether or not registered and anywhere in the world). You will not take any action to jeopardise, limit or interfere with Buzz's intellectual property rights in the Software, Products and/or Buzz Websites.

7.4 "Buzz", associated trademarks and logos are trademarks of Buzz. Buzz has registered and filed applications to register its trademarks in many countries worldwide. Buzz's trademarks and trade dress may not be used in connection with any product or service that is not Buzz's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Buzz. All other trademarks not owned by Buzz or any of its related companies that appear on this site are the property of their respective owners. You are not permitted to and shall not register or use any trade name, trademark, logo, domain name or any other name or sign that incorporates any of Buzz's intellectual property (in whole or part) or that is confusingly similar thereto. Please also see Buzz's Trademark Guidelines for further details on use of its marks.

8. CHARGES

8.1 Calling phones and premium rate numbers with Buzz Credit:

(i) **Calling landlines and mobiles**. The charges payable for calling phones (outside of a subscription) consist of a per-second rate as set out at www.virtuallandline.co.uk/plans/tariffs. All calls will be disconnected and require a re-dial after a 4-hour duration and an additional connection.

(ii) **Premium rate numbers**. The charges payable for calling premium rate numbers consist of a per-second rate available at plans/www.virtuallandline.co.uk/plans/tariffs. No connection fee is payable.

(iii) Buzz may change the rates for calling phones and premium rate numbers at any time without notice to you by posting such change at www.virtuallandline.co.uk/plans/tariffs. The new rate will apply to your next purchase after the new rates have been published. Please check the latest rates before you make your call. If you do not accept the new rates, do not make your call.

(iv) The duration of a call shall be based on one-second increments. Fractions of seconds will be rounded up to the next second. At the end of a call, fractional pence charges will be rounded up to the nearest whole pence, for example a total call price of £0.034 will be rounded up to £0.04. During the call, charges incurred will be deducted automatically from the Buzz Credit balance in your User Account.

8.2 **Charges for Other Paid-For-Products**. The charges for other Paid-For-Products will be confirmed to you before you complete a purchase from Buzz. Buzz may change the charges payable for the purchase of such Products at any time without any notice to you. You can choose whether or not to accept the new charges prior to completing your next purchase of the applicable Product. The new charges will apply to your next purchase after the new charges have been published.

8.3 **Promotional Offers.** From time to time, Buzz may offer Paid-For Products for free for a trial period. Buzz reserves the right to charge you for such Products (at the normal rate) in the event that Buzz determines (in its reasonable discretion) that you are abusing the terms of the offer, including if you are using any service, proxy or other devices or anonymous IP address that prevents us from locating you.

8.4 **Tax.** All prices are inclusive of VAT and any other applicable taxes unless expressly stated otherwise. UK VAT will be charged where applicable at the rate required by law. We may restrict the purchase or provision of Products to customers located outside the United Kingdom where we do not offer the relevant service in that jurisdiction. Where we accept an order from a customer located outside the United Kingdom, the VAT treatment of the supply will be determined in accordance with the applicable law of the relevant jurisdiction.
Customers remain responsible for providing accurate information concerning their location and, where applicable, their VAT registration status. Any taxes, duties or charges for which they are legally liable must also fall on customers.

8.5 **Third-Party Charges**. Using the Software on mobile applications will use some of the data allowance available on the data package to which you have subscribed with your mobile network operator. Out-of-country usage may lead to significantly higher costs than regular usage, and you are solely responsible for keeping yourself informed and paying for possible roaming and other applicable charges levied by your mobile network operator.

9. PAYMENT

9.1 **Top Up Credit**. You can pay for out of bundle items using Top Up Credit. You can purchase Top Up Credit using any payment method made available to you by Buzz from time to time. The Top Up Credit that you purchase will be credited to your User Account at the time of purchase.

9.2 **Other Payment Methods**. Buzz does not guarantee that you will be able to use your Buzz Credit balance to purchase all Products. Where Top Up Credit cannot be used to pay for a Product, Buzz will make another payment method available to you. Buzz reserves the right to remove or amend the available payment methods at its sole discretion.

9.3 Recurring Payments. Where you purchase Products on a subscription basis (monthly subscriptions), you acknowledge and agree that this is a recurring payment and payments shall be made to Buzz by the method you have chosen at the recurring intervals chosen by you, until the subscription for that Product is terminated by you or by Buzz.

10. REFUND POLICY

10.1 When you purchase Paid-For-Products directly from Buzz you will be entitled to a cancellation period of fourteen (14) days (a "Cooling-Off Period") unless you have made use of the Paid-For-Products in any way, in which case the Cooling-Off Period will be extinguished and your purchase cannot be cancelled or refunded. Those rights apply subject to applicable law. If you expressly request that a service begins during the cancellation period, we may be entitled to charge for the proportion of the service

supplied before cancellation, and where legally permitted, digital content may cease to carry a cancellation right once the required express consent and acknowledgement have been obtained.

10.2 Outside of the Cooling-Off Period, subscriptions are non- refundable. Top Up credit balances may be refunded at our sole discretion.

10.3 Expenditure of Top Up Credit, allocation of a Buzz Number, or use of any aspect of a subscription amount to "use" of a Paid-For-Product. You hereby expressly agree that Buzz Numbers may be allocated before the end of the Cooling-Off Period.

10.4 If you believe that Buzz has charged you in error, you must contact Buzz within 90 days of such charge. No refunds will be given for any charges more than 90 days old.

10.5 Buzz reserves the right to refuse a refund request if it reasonably believes (i) that you are trying to unfairly exploit this refund policy, for example, by making repetitive refund requests in respect of the same Product; (ii) if you are in breach of these Terms or (iii) if Buzz reasonably suspects that you are using our Products or Software fraudulently or that your User Account is being used by a third party fraudulently.

10.6 This refund policy does not affect your statutory rights.

11. ENDING YOUR RELATIONSHIP WITH BUZZ

11.1 You may terminate your relationship with Buzz at any time and without recourse to the courts by requesting closure of your User Account, ceasing to use the Software, Products and/or Buzz Websites and cancelling any recurring payments.

11.2 Buzz may terminate its relationship with you, or may terminate or suspend your use of the Software, User Account(s), Products or Buzz Websites at any time and without recourse to the courts:

(a) if you are in breach of these Terms;

(b) if Buzz reasonably suspects that you are using the Software, the Products and/or Buzz Websites to break the law or infringe third party rights;

(c) if Buzz reasonably suspects that you are trying to unfairly exploit or misuse the refund policy, or any of our policies.

(d) if Buzz reasonably suspects that you are using our Products, Software and/or Buzz Websites fraudulently or that your User Account is being used by a third party fraudulently;

(e) in respect of a particular Product, on thirty (30) days' notice if Buzz decides to cease offering that Product;

(f) immediately, if required due to a change in laws/regulation by a regulator or authority with a lawful mandate, or by any of Buzz's partners;

(g) on thirty (30) days' notice if Buzz decides to cease offering the Software to users in your jurisdiction generally.

We will comply with any mandatory notice, compensation, switching, porting or termination rights that apply to your service or customer type.

11.3 Buzz shall effect such termination by preventing your access to your User Account, the Software, Products and/or Buzz Websites (as applicable). We reserve the right to cancel User Accounts that have been inactive for more than one (1) year.

11.4 **Consequences of Termination**. Upon termination of your relationship with Buzz: (a) all licences and rights to use the Software, Products and/or Buzz Websites shall immediately terminate; (b) you will immediately cease any and all use of the Software, Products and/or Buzz Websites; and (c) you will immediately remove the Software from all hard drives, networks and other storage media and destroy all copies of the Software in your possession or under your control.

12. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

12.1 For the purposes of this paragraph 12, "Buzz" includes its subsidiary companies and affiliated legal entities and all their directors, officers, agents, licensors and employees.

12.2 **No Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY LAW: THE SOFTWARE, PRODUCTS AND BUZZ WEBSITES ARE PROVIDED "AS IS" AND USED AT YOUR SOLE RISK WITH NO WARRANTIES WHATSOEVER; BUZZ DOES NOT MAKE ANY WARRANTIES, CLAIMS OR REPRESENTATIONS AND EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, PRODUCTS AND/OR BUZZ WEBSITES INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. BUZZ FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, PRODUCTS AND/OR BUZZ WEBSITES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES BUZZ WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY OF CALLS MADE THROUGH THE SOFTWARE.

12.3 Nothing in these Terms shall exclude or restrict Buzz's liability for (a) death or personal injury, (b) loss resulting from Buzz's wilful default or gross negligence, (c) fraud or deliberate misrepresentation, or (d) any liability which cannot be limited or excluded by applicable law.

12.4 No Liability: YOU ACKNOWLEDGE AND AGREE THAT BUZZ WILL HAVE NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES OR LOSSES HAS BEEN NOTIFIED TO BUZZ, IN CONNECTION WITH OR ARISING FROM YOUR USE OF BUZZ WEBSITES, OR THE VIRTUAL LANDLINE OR OTHER SOFTWARE THAT IS PROVIDED FREE OF CHARGE. YOUR ONLY RIGHT OR REMEDY WITH

RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH SUCH SOFTWARE AND/OR BUZZ WEBSITES IS TO IMMEDIATELY DEINSTALL SUCH SOFTWARE AND CEASE USE OF SUCH SOFTWARE AND/OR BUZZ WEBSITES.

12.5 **Limitation of Liability.** Subject to paragraphs 12.3 and 12.4 above, Buzz shall not be liable to you, whether in contract, tort (including negligence) or any other theory of liability, and whether or not the possibility of such damages or losses has been notified to Buzz, for:

(a) any indirect, special, incidental or consequential damages; or
(b) any loss of income, business, actual or anticipated profits, opportunity, goodwill or reputation (whether direct or indirect); or
(c) any damage to or corruption of data (whether direct or indirect);
(d) any claim, damage or loss (whether direct or indirect) arising from or relating to:

- the service limitations set out in paragraph 5.8;
- your failure to provide accurate physical location information to an Emergency Services operative; or

(v) conduct of third-party Emergency Services operatives and calling centres to which you may be connected.
(e) any claim, damage or loss (whether direct or indirect) arising from or relating to:
(i) any product or service provided by a third party under their own terms of service
(ii) any Third Party Technology; (iii) any third-party website.

12.6 Subject to paragraphs 12.3 - 12.5 above, Buzz's total liability to you under or in connection with these Terms (whether in contract, tort (including negligence) or any other theory of liability) shall not exceed the amount paid or payable by you for the affected Product(s) during the 12 months preceding the event giving rise to the claim. This cap does not apply to liability which cannot lawfully be limited or excluded, or to any liability which applicable law or Ofcom requirements require us to preserve.

12.7 If any third party brings a claim against Buzz in connection with, or arising out of (i) your breach of these Terms; (ii) your breach of any applicable law of regulation; (iii) your infringement or violation of the rights of any third parties (including intellectual property rights); (iv) your User Submissions or (v) your complaint in relation to any User Submission, you will indemnify and hold Buzz harmless from and against all damages, liability, loss, costs and expenses (including reasonable legal fees and costs) related to such claim.

13. THIRD-PARTY WEBSITES, PRODUCTS AND SERVICES

13.1 Third parties may offer products or services via the Software and/or Buzz Websites, including games, applications, images, ring tones, or avatars. Whilst Buzz takes no responsibility for such products or services, if you encounter any problems with payment for,download, or use of installation of such products or services, Buzz will use commercially reasonable endeavours to assist or resolve the problems. The third-party products or services may be subject to the third-party provider's own

terms and privacy policy that you may have to accept upon download or installation. You should review such terms before making any purchase or using any third-party product or service and Buzz shall not be responsible for your failure to do so.

13.2 You acknowledge and agree that any third-party product information and pricing that is shown on the Buzz Websites regarding third-party products and services is given to Buzz by the applicable third-party merchant ("Merchant"). The Merchant has the ability to change its pricing or terminate its product availability at any time. Buzz is not involved in any transactions between you and any Merchant whose products and/or services are listed on the Buzz Websites. Buzz does not control, is not responsible for and does not guarantee: (i) the pricing, quality, performance, availability or terms and conditions of purchase of products or services provided by the Merchant; (ii) any payment transactions, delivery, returns or after sales activities related to the products or services purchased on the Merchants' websites; (iii) the availability of the Merchant's websites; (iv) the completeness, truth or accuracy of any advertising or other materials on, or available from, the Merchants' websites, nor any listing or other content about such products and services displayed on the Buzz Websites; (v) links to the Merchants' websites that are featured on the Buzz Websites. Any questions, complaints, or claims related to any product or service provided by a Merchant should be directed to the applicable Merchant.

13.3 The Software and Buzz Websites may include hyperlinks to other third-party websites. Buzz is not responsible for such third-party websites or the availability of such websites and does not endorse any content or material on such third party websites. Your use of each of these third-party websites is subject to the terms and conditions posted on the applicable website.

14. YOUR CONFIDENTIAL INFORMATION AND YOUR PRIVACY

We process personal data, traffic data, location data, and communications information in accordance with applicable UK data protection and electronic communications law, including the UK GDPR, the Data Protection Act 2018, and the Privacy and Electronic Communications Regulations 2003 (PECR), as amended from time to time. Our Privacy Policy explains the categories of data processed, purposes and lawful bases, retention, recipients, international transfers, individual rights, complaints and contact details. Where we process personal data on your behalf as a processor, the parties will comply with the applicable requirements of Article 28 UK GDPR and any required data processing terms. Where we record or monitor calls, we will do so only where permitted by law and with appropriate transparency and safeguards. Privacy Policy: https://www.virtuallandline.co.uk/privacy-policy/.

15. HOW TO CONTACT BUZZ

15.1 To contact Buzz in relation to the Buzz Software or "Buzz" branded Products, please submit a support request to https://www.virtuallandline.co.uk/contact/

15.2 To contact Buzz in relation to the Buzz Software or "Buzz" branded Products, please submit a support request to www.virtuallandline.co.uk/contact

15.3 If you contact Buzz by any means other than as set out in paragraphs 15.1 or 15.2, your request may not be acknowledged.

16. MISCELLANEOUS

16.1 You agree to the use of electronic communication in order to enter into contracts, place orders, and create other records and to the electronic delivery of notices, policies and changes thereto and records of transactions with Buzz.

16.2 These Terms constitute the entire agreement between you and Buzz with respect to your use of the Software, Products and/or Buzz Websites and replace any prior agreements between you and Buzz with respect to the Software, Products and/or Buzz Websites.

16.3 If any provision of these Terms (or part of it), is found by any court or administrative body of competent jurisdiction or an arbitrator to be illegal, invalid or unenforceable, then such provision (or part of it) shall be removed from the Terms without affecting the legality, validity or enforceability of the remainder of the Terms.

16.4 The failure by Buzz to exercise, or delay in exercising, a legal right or remedy provided by these Terms or by law shall not constitute a waiver of Buzz's right or remedy. If Buzz waives a breach of these Terms, this shall not operate as a waiver of a subsequent breach of the Terms.

16.5 You may not assign these Terms or any rights or obligations contained in them. Buzz may, without prior notice, assign these Terms or any rights or obligations contained in them to any third party.

16.6 This paragraph 16, along with paragraphs 4.2 and 12 and any other provisions, which are expressed or clearly intended to survive or operate in the event of termination, shall survive termination of the Terms.

16.7 Neither party will be liable for delay or failure to perform an obligation caused by an event beyond its reasonable control, provided that the affected party takes reasonable steps to mitigate the effects and resumes performance as soon as reasonably practicable. This paragraph does not excuse any obligation that cannot lawfully be excluded, including mandatory obligations relating to emergency services, customer communications, security, number portability or regulatory compliance

16.8 These Terms shall be governed by and interpreted in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales subject to any mandatory jurisdiction, consumer protection, small-business or other statutory rights that apply.

16.9 If you are dissatisfied with any aspect of the Services, you should contact us using the contact details published on our Website. We will handle complaints in accordance with our Complaints Code of Practice, which is available on our Website.

(a) We will use reasonable efforts to investigate and resolve complaints promptly and fairly.

(b) Where a complaint remains unresolved, you may be entitled to refer the matter to an approved Alternative Dispute Resolution ("ADR") scheme in accordance with applicable regulatory requirements.

(c) Details of our ADR scheme and eligibility requirements are available within our Complaints Code of Practice.

(d) If you would like to make a complaint, then please contact us on +44 (0) 203 488 0088 and ask to speak to one of our Customer Services team and often they can resolve the problem forthwith.

17. NUMBER PORTABILITY

17.1 Customers may port their numbers away from the Virtual Landline service at any time.

17.2 Where Number Portability applies to the relevant Service, Virtual Landline shall provide Number Portability on reasonable terms and conditions and shall not directly charge the Customer for the provision of Number Portability where prohibited by applicable regulatory requirements.

17.3 For customers that have been with us less than 6 months, a one-off fee of £50 + VAT (at the relevant rate) will be applicable should you wish to port away a number.

17.4 Porting remains subject to applicable technical, numbering, geographic and regulatory requirements.

17.5 It is your responsibility to check if your current provider allows porting/number transferring.

18. PRODUCT SPECIFIC TERMS

18.1 **Virtual Landline Numbers (VL Number)**

(a) **Availability and use**. Where we provide you with a VL Number, you agree that:

(i) the number provided may, at some point, have been previously used, and, after a quarantine period, recycled and released back in to the number pool;

(ii) the number provided to you is subject to applicable numbering rules and regulatory practices;

(iii) you will comply on an ongoing basis with any specific number allocation requirements that we make you aware of, or any reasonable instructions that Buzz or Buzz's partners may give to you with regard to the use of the numbers and the Products;

(iv) you will not transfer or attempt to transfer your number to any third party. In particular, you are responsible for compliance with any requirements related to residency and or location; and

(v) you will supply accurate, complete and up-to-date information to us where we request it and inform us where such information changes. Buzz reserves the right to change the terms related to Buzz Numbers, including without limitation to impose or amend any

residency requirements and/or require the provision of further user information for continued access to such numbers.

(**b) Other changes to numbers**. If Buzz needs to withdraw or change the number that has been made available to you, Buzz will use commercially reasonable endeavours to notify you by e-mail, stating the effective date of the change and where possible, your new number. If you do not wish to accept this new number, you are entitled to terminate your number.

18.2 Subscriptions

(a) Fair Usage Policy. At Buzz, we want all of our customers to get the best calling plans, known as 'subscriptions', at the lowest possible price. This Fair Usage Policy ("FUP") is designed to prevent fraud and abuse of our subscriptions by a small number of users. Buzz's subscriptions are for individual use only (personal or business communications) in accordance with our Terms of Use and this FUP ("Legitimate Use"). The following is a non-exhaustive list of practices that would not be considered Legitimate Use:

(i) Using subscriptions for telemarketing or call centre operations;
(ii) Re-selling subscription minutes;
(iii) Sharing subscriptions between users whether via a PBX, call centre, computer or any other means;
(iv) Calling numbers (whether singly, sequentially or automatically) to generate income for yourself or others as a result of merely placing the call, other than for your individual business communications (and subject to paragraph 4.1 of the Terms of Use); and
(v) Unusual calling patterns inconsistent with normal, individual subscription use, for example, regular calls of short duration or calls to multiple numbers in a short period of time.

Other practices may be relevant in determining Legitimate Use and Buzz reserves the right to take any unlawful, prohibited, abnormal or unusual activity into account in making its determination. Buzz may at its option, terminate its relationship with you, or may suspend your subscription immediately if it determines you are using your subscription contrary to this FUP or Buzz's Terms of Use. Where reasonable, Buzz will provide you with notice of improper usage before suspension or termination of your subscription and, if appropriate, Buzz may offer you an alternative subscription.

(b) Buzz reserves the right to withdraw or change the subscriptions at any time. If Buzz changes the Products included in your subscription, Buzz will notify you by email stating the changes and their effective date. If you do not wish to accept these changes, you are entitled to terminate your subscription, with effect from the date on which the changes are due to take effect.

18.3 **Annual Prepaid Single User Plans**

(a) **Plan Changes During the Term.**
Customers may change their plan at any time during the 12-month prepaid term. No refunds or prorated credits will be issued for unused portions of the original plan.

Upgrades will be automatically calculated and billed based on the remaining term of the contract. Downgrades will be applied from the next billing cycle.

(b) **Renewal at Month 12.**At the end of the 12-month term, the plan will automatically renew for a further 12-month period, billed upfront, unless the customer cancels prior to the renewal date.

(c) **Renewal Notifications.** Renewal reminders will be issued by email in advance of the renewal date.

(d) **Ongoing Discount.** The equivalent "10-month price for 12 months" discount remains in place for all subsequent renewals and is not a one-time promotional offer.

(e) **Refunds.** In line with existing Terms & Conditions, no refunds are provided once the annual subscription period has been billed. Customers remain entitled to their statutory 14-day cooling-off period from the date of purchase or renewal.

(f) **Access After Cancellation**. If a customer cancels after the initial 14-day cooling-off period, they will retain service access for the remainder of the 12-month prepaid term. No refunds or partial credits are provided.

(g) **Early Closure Requests**. If a customer requests early account closure, Customer Support will confirm that the remaining term is non-refundable, and service will remain active until the term ends unless the customer requests immediate termination.

(h) **Number Porting During the 12-Month Term**. Porting out a number does not shorten or terminate the prepaid term; the subscription continues until the 12-month period concludes.

(i) The standard £50 + VAT early port-out fee applies for ports occurring within the first six months.

(j) Add-Ons. Customers may purchase additional services (e.g. IVR or welcome message) will be billed separately for the remaining period of the contract. Availability of monthly add-ons is subject to confirmation and may be updated from time to time.

(k) Minute Allowance. Included minutes for all Annual Prepaid plans are allocated on a monthly allowance basis, renewed each calendar month for the duration of the 12-month prepaid term. Unused monthly allowances do not roll over to subsequent months unless explicitly stated within the plan description.

18.4 **Emergency Services.**

We will comply with applicable Ofcom requirements concerning access to emergency services and caller location information. Where the Service is a VoIP or other service for which emergency-call access is subject to limitations, we will give the customer the information and warnings required by applicable law and regulation.

(a) **Non-UK Addresses.**

(i) Where a Virtual Landline service is registered with a non-UK address, access to UK emergency services via 999 or 112 will be blocked. This is due to limitations in accurately routing emergency calls without a UK address. We will provide any required information about emergency-call availability and location requirements.

(ii) Customers registered outside the UK must ensure they have an alternative method to contact local emergency services. Virtual Landline accepts no responsibility for emergency call access where a non-UK address is provided.

(b) Emergency Calls and Power Dependency.

(i) The Service is provided using Voice over Internet Protocol (VoIP) technology and requires a continuous power supply and an active broadband internet connection to operate.

(ii) In the event of a power failure, or where your broadband connection is unavailable for any reason, the Service (including the ability to make calls to emergency services using 999 or 112) will not function.

(iii) Unlike traditional fixed-line telephone services, the Service will not operate during a power outage unless you have installed and maintained an appropriate backup power solution for all necessary equipment, including but not limited to your router, modem and any VoIP-enabled devices.

(iv) You acknowledge and accept that:

- access to emergency services via the Service cannot be guaranteed during any power failure, equipment failure or loss of internet connectivity; and
- it is your responsibility to ensure that you have an alternative means of contacting emergency services at all times (for example, a charged mobile telephone or other independent telephony service).

(v) We shall not be liable for any inability to access emergency services using the Service where such inability arises as a result of a power outage, loss of connectivity, or failure of customer equipment.