



End User Licence Agreement

ENGAGE END USER LICENCE AGREEMENT

Electronic Acceptance

Acceptance of this End User Licence Agreement is deemed to have occurred by both parties to this agreement the first time that you, The End User log into The Voice Commerce Group servers and gain access to the services.

BETWEEN

- (1) Voice Commerce Group Limited a company incorporated in Jersey, JE3 3DA (“**Licensor**”), and
- (2) **You, the End User,**

The following overriding provisions apply:

A. Emergency Calls

This system may not offer all of the features you may expect from a conventional fixed line or mobile telephone including the ability to make an emergency call, or provide your phone number and location details to the operator if you make an emergency call;

B. Operation and Usage

It is the sole responsibility of you, the end user of this software, to satisfy yourself that the operation of this software does not contravene any telecommunications legislation regarding the use of VoIP in any country where you, as the end user, choose to use this software;

Engage End User Licence

Please read the following Terms of Use (“**Terms of Use**”) carefully as they contain the legal rights and obligations that apply to the grant to you of an “end user licence” enabling the use and operation of the Engage software and associated services.

1. Definitions

In these Terms of Use the following terms shall have the following meanings unless the context requires otherwise:

“**End User**” means you, any individual or person, corporate body or other legal entity using the Service.

“**Service**” means the suite of software modules selected by your Service Provider from the Engage platform operated and provided by Voice Commerce Group. These modules may facilitate communication over the internet and connection to the public telephone network.

“**Site**” means the authorised web site or CD-ROM or other media that you downloaded or copied this software module from or www.voice-commerce.com

“**Software**” means the computer programmes in object code which enable the use of the Service by you, the End User and includes any new version of such computer programmes, any other associated computer programmes and any patches or upgrades which are applied to such computer programmes or associated computer programmes; and

2. Interpretation

In this Agreement references to “you” or “your” means any End User. Each End User is bound by these Terms of Use individually and corporate end users agree to these Terms of Use on behalf of their corporation. To the extent that the context permits, references to “we” and “us” and “our” refer to Voice Commerce Group and its subsidiaries, affiliates, officers, agents, employees and other Service Providers.

3. Acceptance

By downloading or installing the Software (as defined above), you irrevocably accept these Terms of Use and offer to enter into this licence to use which is completely acknowledged by your use. No variation is allowed to these terms.

4. Modification

We reserve the right to change, modify, suspend or discontinue any portion of the Software and/or the Service at any time. We may also impose subsequent charges and, or limits on certain features, message data storage capacity, message sizes, or restrict your access to parts of or the entire application without notice or liability.

5. Service Provider

This Service may be delivered and branded by a third party (“**Service Provider**”). The Service Provider retains full property and use rights in its own trademarks, logos and service marks (“**Marks**”) and neither you nor we shall at any time be deemed to have acquired any right in and to such Marks. The Service Provider has complete legal liability for the content and services delivered using this software, and may require payment or additional licence agreements for use.

Irrespective of your Service Provider, these Terms of Use apply to your use of this Software and this end user licence is granted by Voice Commerce Group Limited, JE3 3DA, Jersey, Channel Islands, U.K.

6. Notice

We may notify you of relevant changes to the Service, End User Licence or Terms of Use:

- (i) by email to the last email address registered against your account which notice will be deemed to be received upon despatch from our server; or
- (ii) by instant message if your account is logged in to the Service which notice will be deemed to be received upon transmission; or
- (iii) by any conventional means acceptable under applicable law

and whichever method is used will constitute valid notice (“**Notice**”) to you.

7. The Service

The Service will be supplied in accordance with these Terms of Use and the service descriptions on our Site (www.voice-commerce.com) as updated from time to time. We cannot guarantee that the Service will be uninterrupted or free of faults. At times we may need to suspend all or part of the Service to correct a fault or for maintenance purposes. If this happens we will restore the Service to you as quickly and as reasonably possible.

The Service may also reply upon delivery of content from Third Party Service Providers We cannot guarantee that these Services will be uninterrupted or free of faults. At times we may choose to suspend, change or re-direct all or part of these Service to correct a fault or for maintenance purposes. We may also cancel access to content delivered by a Service Provider at any time, with our sole discretion, and with no liability to you.

We grant you a non-exclusive, non-transferable end user licence to download, install and use the Software that you need to use the Service (the “**Licence**”). Upgrades to such Software will be made available from time to time and you should upgrade to the latest version promptly when notified of its availability. We accept no liability arising from the failure of an End User to upgrade the Software in accordance with this clause.

8. Your obligations

In entering into this agreement you accept the following obligations and we retain the right to terminate this Agreement and/or the Licence in accordance with clause 10 if we reasonably believe that you are in breach of any of them:

- (i) You acknowledge that the Service is not suitable for use in contacting public emergency services as it may not route calls through to the local centre or provide caller identification information.
- (ii) You acknowledge your responsibility that the use of this software within any country may be subject to local legislation and VOIP may be restricted or prohibited.
- (iii) You must provide us with true, accurate and complete information when you register with us, or amend any details.
- (iv) You may not open more than one end user account and agree that we may terminate any duplicate accounts and close any account which is linked in any way to another account in bad standing with us.
- (v) You authorise us, directly or through third parties, to make any enquiries we consider necessary to validate your registration and assess credit including performing other credit checks or verifying the information you provide against third-party databases.
- (vi) You agree to supply us with any additional information concerning your identity which we may reasonably request.
- (vii) You agree to be responsible for having the use of appropriate equipment for use with the Service including a suitable Internet connection and you will continue to be liable for any subscription charges, if applicable, due to us (until termination of the Service) even if you cannot use the Service due to your equipment or connection being inoperative.
- (viii) You agree to pay all amounts due to us promptly when due.
- (ix) You agree that you will not use the Service to transmit or intercept, modify, damage or monitor any text, voice, data or e-mail messages intended for other Users or use the Service to in any way cause detriment or harm to any communication system, ourselves or any User.
- (x) You agree that you will not use the Service to submit or publish any materials that are libellous, defamatory, pornographic, an invasion of privacy, obscene, abusive, illegal, racist, offensive, potentially harmful to any recipient or their computer system or the Service, an infringement on any intellectual property rights of a third party or would otherwise violate the rights of any third party.

- (xi) You agree that you will not use the Service for any unlawful purposes such as but not limited to making any offensive, indecent or hoax calls or allowing other persons to do so or using the Service fraudulently or in connection with a criminal offence.
- (xii) You agree that you will not send any unsolicited commercial communication not permitted by applicable law.
- (xiii) You agree that you will obtain permission from us, pay any applicable charges and follow any guidelines we may require, before deploying any automated process to generate calls or messages using the Service.
- (xiv) You agree that you will comply with all reasonable instructions provided by us in relation to the Service, including any guidelines we issue in respect of any aspect of the Service and guidelines relating to making announcements and transmitting messages.
- (xv) You agree that you will not resell or attempt to resell the Service as if it were your own service unless licensed to do so in writing.
- (xvi) You agree that you will keep your log-in and password details secure and not reveal them to any other person. We will never ask you for your password and you should assume that any attempt to request a password is fraudulent, not respond to the request and advise us immediately of the attempt. Where you use the Service on a shared or public computer you should not tick the box to retain the username and password. If you accidentally do so, you should change the password without delay. We will not accept any responsibility for any losses incurred due to the loss or misuse of log in details.
- (xvii) If you plan to use the Software and/or Service in a country where it is or becomes forbidden by law to use Software for Internet communications or which restricts you from using Internet-based applications you agree that you will not download, install or use the Software.
- (xviii) You acknowledge that we do not control or have any knowledge of or responsibility or liability for the content of any communications routed through the Service other than our own communications. You may be exposed to content that is offensive, indecent or illegal and should use your User permissions to block such traffic if affected. You agree to hold us harmless from any liability howsoever caused arising from this clause 8(xviii).

9. Charges

Unless agreed otherwise in writing, all charges for the Service are payable in advance and the Service may be suspended immediately (including in mid-call when a phone call is in progress) in the event that the prepaid account balance falls below our operating minimum or at any other time where we have cause for concern about your ability to pay for any chargeable services.

You are responsible for all charges applied to your account for use of the Services whether or not you personally used it, except for charges incurred after our customer service centre has been informed that your log-in details have been compromised.

A choice of account top-up methods may be made available to you, but we reserve the right to determine which funding source you may use to reflect cost and risk factors. The non-availability of any particular method does not signify your credit standing.

Subscriptions (where applicable), call charges, and any other payments due under this agreement will be charged to your account as they arise or fall due and will immediately reduce the available balance. Monthly subscription services are provided on a full month basis and no refund will be due in respect of any subscription charges for the month of termination. All subscription prices are subject to increase when additional services are included in the Service and will also be reviewed each year. Off-net and premium calls are charged by the second for each complete and partial second of the call, rounded up to the next complete currency unit.

If you provide payment details on the basis that we may debit your account regularly with variable amounts (for example by an automated top-up scheme AUTO PAY) we may debit any amounts you owe to us from time to time using those payment details without further advance notice except to the extent required by the relevant payment service provider.

Charging will commence after any initial free period. We may terminate any free period and withdraw any amount of free credit at any time before it is used without having any obligation to explain our reasons for doing so.

Details of our latest prices are available from your Service Provider. We reserve the right to change our rates or the way billing is calculated at any time. Prices for off-net and premium calls may be changed at any time but are made available to the End User before each call. Other prices may be changed by 14 days Notice to you. Charges will be calculated based on the exchange rates prevailing at the time when charges are incurred. The account balance will be maintained in the currency you selected when you became an End User of the Service and we will not be responsible for any losses due to exchange rate fluctuations.

Other chargeable services may be made available by us and these may be billed on an ad hoc or usage basis. The billing arrangements for these additional services will be notified to you as such services are introduced. We reserve the right to determine in our absolute discretion to what extent you are eligible to use any other services which we introduce.

You are responsible for and shall pay any other applicable taxes including federal, state, provincial, municipal, local or other governmental sales, use, excise, added value, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service.

10. Suspension and termination

We may suspend or cancel or restrict usage of your account and/or terminate the Licence to use the Software at any time without notice if we believe that we, any of our Service Providers or resellers or any other Users could otherwise suffer any loss or reputational damage including but not limited to in the following circumstances:

- (i) You fail to pay any due charges;
- (ii) Any amounts credited to the account are charged back, reclaimed or refunded;
- (iii) Your password has become known by a third party or access to your account has otherwise been compromised;
- (iv) Your e-mail address fails to work;
- (v) You deny any transactions which have taken place on the account;
- (vi) Any unusual pattern of transactions arises on your account;
- (vii) We receive any complaints regarding your use of the Service;
- (viii) Any adverse credit or risk information comes to our attention or you refuse to co-operate with any investigation or provide confirmation of identity when requested;
- (ix) You misuse the Service or account or breach any of these terms and conditions;
- (x) The Service can no longer be provided to you due to any cause beyond our control, including changes of legislation;
- (xi) You attempt to use the Service from a country and in a manner which you are not permitted to do by the law of that country;
- (xii) You use an anonymous(spoof) proxy server or any other means of trying to hide your identity or IP location from us;
- (xiii) Your account has not been used for more than 2 years;
- (xiv) You take any steps which are likely to lead to bankruptcy or similar.
- (xv) We are advised that you use of the software contravenes local telecommunication legislation

We may impose reasonable transaction limits on your account including introducing a delay between topping up an account and making the funds available for use in that account.

We may recover from you any costs or losses incurred as a result of any breach by you of the Terms of Use and, if we believe that any such costs or losses may arise, we may withhold payment of any monies owing to you at our absolute discretion until such time as they have crystallised.

Where we suspend or cancel your account we will remove any free credit or offers which have been given to you.

Where a balance is due by you we may offset this against any monies owing to you by us and any related group companies howsoever arising. Interest will be payable on any net amounts overdue by you to us at five (5) percentage points above the Bank of England base lending rate applicable at the time together with such reasonable costs as we incur in the collection of such overdue debt.

Subject to our rights elsewhere in this agreement, and the cancellation of any unused free credit balances, we will remit to you the net balance on your account following closure provided that you satisfy any identity checks which we may reasonably require, and the amount due to you being more than our minimum remittance amount (GBP 20.00). Any remittance made will be subject to the deduction of bank remittance charges which we incur and you should note that your bank may also levy charges on receipt of funds. In the event that we are unable to complete a payment to you following closure, those funds will be held on account for you for a period of twelve months (during which time we will make reasonable endeavours to complete the payment). If at the end of those twelve months we have still been unable to complete the payment, the funds will revert to us.

The End User license for use of the Software is effective until terminated. You may terminate it at any time by deleting the Software together with all copies thereof. Termination of the license does not cancel any obligations you have towards us under these Terms of Use. The license will terminate upon conditions set forth elsewhere within these Terms of Use or if you fail to comply with any term or condition of these Terms of Use. In such event, we shall not be required to give notice to effect such termination. Upon termination of the Licence you agree to destroy the Software together with all backup copies

11. Liability

We will not be liable to you either in contract or tort (including negligence) or otherwise for any damage, cost or expense, loss of or corruption of data, loss of profits or production, loss of operational time, goodwill, contracts or anticipated savings or any indirect or consequential loss caused by the interruption, delay, suspension, non-delivery, packet loss caused by any interruption of the Service, the downloading or use of the Software or any event beyond our control including the act of any network operator or third party. We expressly exclude any warranty as to the suitability, quality or reliability of the Service or the Software or that they will be fit or suitable for your purposes. You agree that the limitation of liability in this agreement is appropriate. These limitations do not restrict or limit your rights as a consumer. You may contact us at any time by email at the address given on our web site.

You are solely responsible for the use of this software and compliance with any local telecommunication laws.

You will fully indemnify us against any expenses, liabilities, losses, costs (including legal costs), action, claims, damages or liabilities howsoever incurred by us as a result of your breach of this agreement or arising as a consequence of any messages you have introduced using the Service.

Whilst we may endeavour to provide reasonable assistance to enable you to use the Service we are not responsible for your hardware, firewall, anti-virus or operating system configuration or for any consequences of any changes you may make to get the Service to work whether or not we are involved in providing advice directly or via our Site.

12. Privacy and opt in for contacts and advertising

To read our Privacy Policy please visit www.voice-commerce.com.

We, and the Service Provider whose Marks are on the Service may display or broadcast advertisements to you the End User. These advertisements may comprise of text (with attachments), audio and video advertisements and/or any other announcements. Your acceptance of these Terms of Use explicitly confirms your agreement to be included automatically in the list of those who have opted in to receive such advertisements as well as announcements from other Users. You may opt out receiving advertisements at any time by changing the settings for your preferences. Your personal information will not be disclosed to third parties for marketing purposes.

We and the Service Provider whose Marks are on the Service which you use may contact you from time to time whilst this agreement subsists regarding the Service and additional products or services which we or the Service Provider may introduce. Your acceptance of these Terms of Use explicitly confirms your agreement to opt in to this right for us and the Service Provider to contact you by any reasonable means including e-mail and text, voice and video messages.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

13. Other information

These Terms of Use may be changed or varied at any time and you will be required to reconfirm your acceptance to our current terms and conditions when updating this software. If required we can vary or change these Terms of Use at any time by giving 14 days Notice to you.

These Terms of Use are the parties' entire Agreement and (except in the case of fraudulent misrepresentation) supersede all previous correspondence, understandings between, or representations by either party (or representative of either party) in relation to its subject matter. If a court of competent jurisdiction holds any part of this agreement as unenforceable then the rest of the agreement shall remain in force to the maximum extent permissible by law. Except in the case of fraud, this Agreement is the complete and exclusive statement of the Agreement between the parties relating to the subject matter of this Agreement, which supersedes all previous communications, agreements and other arrangements written or oral. This agreement shall be governed by Jersey Law and be subject to the exclusive jurisdiction of the Jersey Courts.

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Acceptance of this End User Licence Agreement is deemed to have occurred by both parties to this agreement the first time that you, The End User log into The Voice Commerce Group servers and gain access to the services.

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To cancel this agreement please email support@voice-commerce.com