

TERMS & CONDITIONS

ACKNOWLEDGEMENT

By using the Service, purchasing software or other products, you signify your irrevocable acceptance of these Terms of Use. You also agree to ensure that anyone who uses this account and/or software, also abides by the Terms of Use. Techbox Solutions LTD T/A Storm (Storm) has the right to revise the Terms of Use at any time without providing notice to its users.

RULE MODIFICATION

Periodically, changes in these terms may be required to comply with regulatory or business requirements. Such changes will be published on the company website www.stormtele.com, and notifications may be sent to you via email, depending on the nature of the change. Continued use of Storms products and services both before and after such changes, signifies irrevocable acceptance to the Terms of Use. Storm reserves the right to change, modify, suspend or discontinue any portion of the Service at any time. Storm may also impose limits on certain features or restrict your access to parts or the entire Service without notice or liability.

ELIGIBILITY

The Service is available to individuals who are eighteen (18) years of age or older as well as corporations and other organisations who can form legally binding contracts under applicable law. By accepting these Terms, you signify that you meet these qualifications of eligibility. Storm may refuse to offer the Service to any person or company, and may change our criteria for eligibility, at any time, at its sole discretion. Storm retains the right to terminate your account and your rights to use the Storm products and services for any reason including but not limited to our belief or suspicion that any registration data you provide is or becomes untrue, inaccurate, not current, or incomplete.

SERVICES

We will supply the Services with reasonable skill and care.

However, we do not guarantee:

- that the Services will be uninterrupted, secure or error-free; or
- that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.

We do not provide a back-up of your Data or guarantee the integrity of your Data, however, we will use our reasonable endeavours to provide copies of Data for disaster recovery purposes.

We may have to suspend the Services for repair, maintenance or improvement. If so, we will restore them as quickly as is reasonably possible.

Specific Conditions on the Provision of Telephony Services

By purchasing our Telephony Services (VoIP) you confirm that you understand that our services:

- may not offer all of the features you may expect from a conventional phone line;
- may sometimes be unavailable as a result of things over which we have no control, for example, the weather, power disruptions and failures of your internet service provider (ISP) or broadband connection and you understand that in such circumstances all services (including 999/112 public emergency call services) will also be unavailable;
- may not connect you to the public emergency service and if we do, may not provide your phone number and location details to the operator if you make a public emergency services call. You will have to provide your location information and phone number verbally to the operator; and
- may not offer you the ability to transfer (port) your existing number to an alternative service if your service ends.

The Service provided by us is not a Publicly Available Telephone Services (PATS). The Service is subject to different regulatory treatment than a Publicly Available Telephone Services (PATS) and this may limit or otherwise affect your rights of redress before regulatory agencies such as OFCOM in the UK.

USE OF SERVICE

By accepting these terms, you are agreeing NOT to allow through your actions, or those of another, the use of services from Storm for unlawful or illegal purposes; including but not limited to making offensive, indecent or prank/hoax calls, allowing others to do so, using the services fraudulently, to commit or further a criminal offence. You are agreeing NOT to cause damage to this or any other communication or data system, and you fully indemnify Storm against any liabilities (including such things as legal expenses, losses, costs, claims and damages), brought about by your action or inaction in violation of this agreement. You may NOT submit or publish through Storm any materials that are libellous, defamatory, pornographic, an invasion of privacy, obscene, abusive, illegal, racist, offensive, an infringement on any intellectual property rights of a third party or would otherwise violate the rights of any third party. You will comply with all reasonable instructions provided by Storm in relation to the service.

ACCEPTABLE USE POLICY

The service includes "Inclusive Calling Plans" that have been designed as a fixed price alternative telephone service, enabling customers to benefit from our low cost networking operating model. If we deem your usage during any single month not to be within normal business use, we reserve the right to suspend, restrict, change or cancel your Storm service at our discretion.

The Storm service has been designed assuming average usage levels consistent with data as identified through established telecoms industry levels. In order to protect the average utilisation levels we have set upper limits which may be subject to change. These upper limits are described here.

The Storm Acceptable use policy ("AUP") specifies the following limitations:

1. Re-supplying or Re-selling

When we provide you with the Service and any associated Software, it is for your use only (unless Storm have agreed in writing that a reseller agreement has been made). Therefore, you must not re-sell, transfer, assign or sub-license the whole or any part of the Service or the associated Software to anyone else.

2. Fax Broadcasting

The Service cannot be used for fax broadcasting, fax blasting or bulk faxing to send fax messages to multiple recipients at one time.

3. Auto-Dialling

The Service should not be used for auto-dialling or predictive dialling, or the systematic dialling of telephone numbers for telemarketing or any other purpose.

4. Spam over Internet Telephony

The Service cannot be used in any way to generate, distribute or otherwise for SPIT (spam over [Internet telephony](#)) or VAM (Voice / VoIP spam).

5. Unlawful Use

You will not use the Service, and will take all reasonable precautions to ensure that no one (including you) uses the Service in an unlawful manner, in contravention of any legislation, laws, licence or third party rights or in contravention of our Acceptable Use Policies located here. We reserve the right to make an administrative charge as a result of abuse of any Acceptable Use Policies.

6. Upper Limits

The upper limits for Unlimited UK local and National calls (01,02 & 03 prefix) 1,500 minutes in any month. Calls over and above this limit will be charged at the prevailing call rates.

7. Inbound Calling

The subscription fees on the Storm VoIP services are set to reflect a typical business call profile of inbound and outbound call minutes.

Storm reserves the right to amend the monthly subscription for the service or charge 1p per minute for inbound calls should the percentage of inbound to outbound calls minutes exceed 75% for any 2 months in each 6 month period from the initiation of the service.

IT SUPPORT

Storm will provide assistance with the installation of your telephone system via telephone support. If additional support is required either via remote access or a site visit in any month it may be provided by Storm at our standard rate of £50.00 per hour, plus travelling expenses if a site visit is required.

LIMITATION OF LIABILITY

Storm 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 the interruption of the services the downloading or use of the software or any event beyond our control including the act of any network operator or third party. Storm expressly excludes any warranty as to the suitability, quality or reliability of the services or the software 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 Storm at any time by email at the address given on the website www.stormtele.com. 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. Storm shall not be liable to You for the loss of the services caused by an event beyond our reasonable control including but not limited to any fault in or suspension of the network of any third party, any act of God, lightning damage, fire, power failure or any loss or change to or loss of telecommunications equipment or any act of any authority or third party.

TERMINATION

The license for use of the service is effective until terminated. You may terminate it any time by destroying the materials together with all copies thereof and cease usage of your account and Storms materials. This license will terminate upon conditions set forth elsewhere within this Terms of Use or if you fail to comply with any term or condition of this Terms of Use. In such event, no notice shall be required by Storm to effect such termination. Upon termination of this Terms of Use, you agree to destroy the materials together with all backup copies, modifications, printed or written materials, and merged portions in any form.

JURISDICTIONAL ISSUES

This Service is controlled and operated by Storm makes no representation that materials in the Service are appropriate or available for use in your location. Those who choose to access this Service from any location do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

INDEMNITY

You agree to indemnify and hold Storm, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through the Service, your use of the Service, your

connection to the Service, your violation of the Terms of Use, or your violation of any rights of another person or entity.

GOVERNING LAW

This Service shall be governed by and construed in accordance with the laws of the United Kingdom, without giving effect to any principles of conflicts of law.

Techbox Solutions Ltd T/A Storm. 2nd Floor, 34 Severn Street, Welshpool, SY21 7AD.