



## TERMS AND CONDITIONS

vivi™ is a trading name of Techbox Solutions LTD a UK registered Limited company, registration number 06761575

By using vivi™ s' services, you agree to be bound by the Terms and conditions set out below.

vivi™ , is a Telephony service which utilises an internet connection to make and receive calls. Various services are available which include telephone numbers, outbound calling, call plans as well as many advanced telephony features.

Pay Monthly Terms - Terms and conditions for the supply of vivi™ Network Services

### 1 Definitions

The following words and expressions shall have the following meanings:

- Accessories:** Products approved by vivi™ which you use in conjunction with your Handset / Extension. They include (without limitation) headsets, chargers and network cables.
- Account:** our records of your payments and outstanding Charges, plus your personal details
- Bar:** a block placed by us on some or all of the Services you normally use (except for calls to emergency services). It may include us restricting the Service whereby you will automatically be re-directed into vivi™ when you attempt to make an outgoing call from your Handset / Extension.
- Billing Date:** the day on which your billing statement will be issued and/or made available on Your Account after you have been connected.
- Charges:** all charges for Services, as published in our periodically updated Price Guide. These include any reasonable administration charges.
- Connection:** the process of giving you access to a Service. "Disconnection" and "Re-connection" have a corresponding meaning.



- Content** information, communications, images and sounds, software or any other material contained on or available through the Services.
- Contract:** these terms and conditions which are binding on both you and vivi™ for each Handset / Extension you connect to the vivi™ Network.
- Customer Communication:** information made available to you by vivi™ which provides information on vivi™ Services. It may be made available on your Handset / Extension or provided electronically or distributed with new Handset / Extensions or in mailings to some or all vivi™ Customers.
- Deposit:** refundable amount that vivi™ may ask you to pay before we Connect or Re-connect you to the Network or before providing any Service.
- Handset / Extension:** a telephone Handset / Extension, PC based softphone or Mobile Phone softphone of any type or description (excluding Accessories) which is used to connect to the vivi™ Network.
- Minimum Term:** the minimum period for the supply of Services as specified in your Service Plan commencing on the date of Registration, where no period is specified in the Service Plan a minimum period of 12 months from the date of Registration will apply.
- Network:** the electronic communications system by which vivi™ makes Services available in the United Kingdom.
- vivi™ Additional Services:** optional Services (including but not limited to Roaming, International Calling, Premium Rate Services, and Content provided by vivi™ ) which may cost extra whether they are supplied in conjunction with Service Plans or outside Service Plans.
- vivi™ :** Vivi Telecom Ltd t/a "vivi™ " or any organisation that may succeed it as the assignees of this Contract. Referred to in this Contract from time to time as "we" "us" or "our".
- Price Guide:** a list of our current Charges which is updated from time to time and is available from us upon request. To the extent that there is any conflict between the Price Guide and any other point of sale pricing information, the Price Guide takes precedence.



- Registration:** our acceptance of your application for Services and our record of your data and any User data prior to Connection. "Register" has a corresponding meaning.
- Services:** Network and other Services, including vivi™ Additional Services, provided or procured by us for you to use.
- Service Plan:** a number of products which shall include but not be limited to bundles of minutes, and/or vivi™ Additional Services and/or additional discounts offered by vivi™ for an agreed monthly or other periodic payment.
- Suspension:** the temporary disconnection of Services. "Suspend" has a corresponding meaning.
- User:** you, or another person named by you, who is authorised to incur Charges to your Account.
- Your Account:** the online facility by which customers can manage their account including but not limited to viewing their vivi™ bills, making payments and changing tariffs.

## **2 Your Contract and the Minimum Term**

### **your Contract runs for at least the Minimum Term**

2.1 For each Handset / Extension you own, your Contract starts on the date of Registration and will continue for the Minimum Term and thereafter You have limited rights to terminate your Contract during the Minimum Term as described in Section 4.

### **what happens when the minimum term ends**

2.2 After the Minimum Term ends, we will continue to supply you with Services as normal until your Contract is terminated in any of the ways described in Section 4.

## **3 Provision of Services**

### **what we aim to provide in the UK**

3.1 We will take all reasonable steps to make the Services available to you at all times. The Services are only available whilst your Handset / Extension has a continual and uninterrupted connection to the internet. We cannot guarantee a continuous fault free



service. Please note that:

3.1.1 the quality and availability of Services may sometimes be affected by factors outside our control - such as local physical obstructions, atmospheric conditions, other causes of interference, features or functionality of your Handset / Extension, the number of people trying to use the network at the same time, and faults in other telecommunication networks to which the Network is connected.

### **Services may sometimes be affected by maintenance and upgrading**

3.3 The Network and the Services may from time to time require upgrading, modification, maintenance or other works. These may result in some or all of the Services becoming temporarily unavailable. In such cases, we'll do everything we can to keep the period of non-availability to a minimum. However, some interruption may be inevitable.

### **Suspension of Services**

3.4 We may suspend some or all of the Services you use, without giving you notice if:

3.4.1 we have good reason to believe that you haven't complied with one or more of the terms of your Contract

3.4.2 you don't pay your bill within the time stipulated in Condition 6.2; we reserve the right to place a Bar on some or all of the Services from your Handset / Extension (with the exception of calls to the emergency services). This Bar will remain in force until you've paid everything you owe us. At our discretion, we may charge you for Reconnection and removal of the Bar

3.4.3 we also reserve the right to Suspend Services if a complaint has been made against you. The complaint will be thoroughly investigated, and Services will remain suspended until we know the results of that investigation. Any complaint you make will similarly be thoroughly investigated

3.4.4 we have good reason to believe that your vivi™ phone number is being used for fraudulent or improper purposes

3.4.5 we suspect on reasonable grounds that information has been supplied to us without the knowledge of the person named or that an application is unauthorised or contains false particulars

3.4.6 you notify us that your Handset / Extension has been lost or stolen



3.4.7 we are required by the emergency services or other government authorities to suspend your Services.

3.5. You will remain liable for all monthly or other periodic Charges during any period of Suspension.

### **Suspension of vivi™ Additional Services**

3.6 We reserve the right to change, suspend or withdraw part or all of any vivi™ Additional Service on giving reasonable notice.

### **Monitoring the Services you use**

3.7 For the purposes of good management and security and to make sure we follow your instructions correctly and to improve our service to you through training of our staff, or to monitor instances of unsolicited messages we may monitor or record communications. Where we have good reason to believe such communication is unsolicited you agree we may but are not obliged to block such communication.

### **Storage and transmission of information on our Network**

We may establish limits concerning the use of the Services for example the maximum capacity allocated to you for storage of Content on the Network (such as voicemails and call recordings) which you access via the Services.

You agree that vivi™ has no responsibility for the deletion, corruption or failure to store any Content maintained or transmitted by the Network.

Whilst vivi™ has no responsibility to monitor the use of the Services if you exceed the use limits we reserve the right to refuse to store or send Content on your behalf.

### **Access to the Services and Content**

Under no circumstances will vivi™ or any of the other parties involved in the provision of vivi™ Content, be liable for any losses, damages, costs or expenses arising from or in any way connected

with any errors, defects, interruptions, malfunctions or delays in Content or the provision of Content. vivi™ agrees to rectify any such problems in the Content which are notified to vivi™ as soon as vivi™ reasonably can. If you do notice a fault or error in the Content, please notify the fault to vivi™ .



vivi™ accepts no liability for the, loss, late receipt or non-readability of any download, transmission, or other communications. The Content, which is obtained from a large range of sources, is supplied to You on an "as is" basis and vivi™ does not warrant that the Content is of satisfactory quality, fit for a particular purpose, suitable, reliable, accurate, complete, secure or is free from error.

3.8 vivi™ is not liable or responsible in any way for such unauthorised access, unauthorised calls, damage to or loss of information on your Handset / Extension.

### **Credit Limits**

3.9 We may set monthly credit limits for Charges. We may (but do not have to) Suspend some or all of our Services if you go over a credit limit. You should not use a credit limit for budgeting because the amount you owe is not capped or limited by any credit limit we set.

## **4 Your rights to terminate this Contract**

When entering a 12,24 or 36 month contract with vivi™ you will be offered a 30 day trial period. Whilst you are within your trial period, if you are not happy with any aspect of our services you may opt out of your contract, providing that all payments due on your account are brought up to date and all equipment is returned to us before your trial period has expired. Your trial period shall start on the date to which you sign the contract.

During your trial period your calls will be charged at the following rates for UK Landline and Mobile calls;

UK Landline : 2p per min

UK Mobile : 12p per min

When the trial period has ended, you will then be eligible for your reduced call rates which are specified within your chosen contract duration. You may however, opt out of your trial period at any time to benefit from the cheaper rates earlier.

### **Terminating your Contract after the Minimum Term**

4.1 You may terminate your Contract to expire at any time after the Minimum Term by giving us at least one month's notice. You are free to restore your Contract throughout this notice period, should you change your mind.



## **Terminating your Contract during the Minimum Term**

4.2 You may terminate your Contract before the Minimum Term has expired if you pay us:

4.2.1 all Charges that are due, plus

4.2.2 a lump sum equivalent to the total of all the monthly or other periodic Charges still remaining on your initial Minimum Term agreement (except in the circumstances set out in Conditions 4.3 and 11.1).

## **Terminating your Contract because vivi™ has changed its terms**

4.3 You may also terminate your Contract if we vary its terms, resulting in an excessive increase in the Charges or changes that alter your rights under this Contract to your detriment. In such cases you would need to give us at least 14 days written notice prior to your Billing Date (and within one month of us telling you about the changes). However this option does not apply if:

4.3.1 we have increased the Charges by an amount equal to or less than the percentage increase in the All Items Index of Retail Prices published by the Central Statistical Office in the Monthly Digest of Statistics in any 12 month period; or

4.3.2 the variations we have made have been imposed on us as a direct result of new legislation, statutory instrument, government regulation or licence; or

4.3.3 the variation relates solely to an vivi™ Additional Service, in which case you may cancel that vivi™ Additional Service in accordance with Condition 11.1.

## **Terminating your contract because vivi™ is no longer able to provide access to the Network**

4.4 If, for reasons beyond our control, we are no longer able to provide Network Services, we will at our discretion either:

4.4.1 make arrangements for you to be supplied with equivalent Services by another network at no extra cost to you, or

4.4.2 accept written notice from you that you wish to terminate your Contract. In such cases we will refund any pre-paid Charges that have not been used up.



### **Termination of your Contract by vivi™**

4.5 We may terminate your Contract immediately at any time in respect of any or all the Handset / Extensions owned by you, in whole or in part, by giving you written notice if:

4.5.1 you fail to pass any credit assessments which we may reasonably consider to be necessary from time to time,

4.5.2 you fail to pay any of your bills from vivi™ on time,

4.5.3 we have good reason for believing that any information you have given us is false or misleading,

4.5.4 you become insolvent within the meaning of Section 123 of the Insolvency Act 1986, or bankrupt, or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets or if we have good reason for believing that you are unable to pay the Charges,

4.5.5 in addition, we may terminate your Contract at any time after the Minimum Term has expired by giving you at least one month's written notice.

### **Termination of your contract by vivi™ without written notice**

4.6. We reserve the right to terminate your contract immediately at any time in respect of any or all of the Handset / Extensions owned by you, in whole or in part without notice to you if:

4.6.1 we have good reason for believing that you have breached Conditions 6.4.2, 6.4.3, 6.4.4 or 6.4.5, 6.4.8, 6.4.9, 6.4.10, 6.4.11 or

4.6.2 you haven't complied with one or more of the terms of your Contract and do not correct the breach within 7 days of being asked by us in writing to do so.

## **5 Effect of Termination of the Agreement**

5.1 When this Agreement is terminated, your Handset / Extension will be Disconnected and you will no longer be able to use the Services.

### **what to do after Termination of your Contract**

5.2 Termination of your Contract is subject to you paying us any money you owe us and us





paying you any money we owe you. After termination, it is your responsibility to cancel any direct debits, standing orders, credit card mandates or other authorisations you may have given for periodic payments to be made to us by third parties.

5.3 Porting numbers away from vivi™ . We will only accept porting instructions from the individual named on the account. In the event of a dispute over the customers right to port, the original name on the account will be taken as ownership and the customer may be asked for proof of identity before any porting request is accepted. There may be a charge for porting a number away from vivi™

5.3.1 Numbers deemed to be memorable will incur a charge of 24 x monthly subscription, with a minimum charge of £40 for any porting requests. Such payment is to be made prior to the number being ported via bank transfer only.

## **6 Your responsibilities**

### **when your payments are due**

6.1 Ordinarily we will invoice you monthly in advance for monthly charges which are non-refundable and monthly in arrears for call charges but we reserve the right to amend the invoicing period and submit interim invoices to you. The Connection charge will be included on your first invoice. Charges in respect of Services not supplied directly by us may be invoiced several months in arrears. VAT will be added to all invoices at the relevant rate where applicable. Payment is due when you receive your invoice and/or it becomes available as an e-bill on Your Account.

6.1.1 you will be responsible for paying all Charges on your Account, whether or not they have been accrued by you personally. vivi™ can not accept any responsibility for unauthorised calls made on your account. You will also be responsible for any extraordinary costs incurred in administering your Account, including collecting any payments. If your Service has been Disconnected, either at your request or ours, you will remain responsible for paying any outstanding Charges.

6.1.2 you must make your payment when you receive your invoice and/or it becomes available as an e-bill on Your Account and by one of the payment methods stated on your invoice subject to clause 6.3. However we may also submit an interim bill or require an immediate payment if we think you have exceeded a reasonable limit on your Account.

### **Penalties for overdue payments**



6.2 If payment is not made within 7 days of its due date, we may charge interest on all sums outstanding at the rate of 2% above the base rate of National Westminster Bank. This interest will be charged on a per annum basis calculated daily.

### **Payment methods**

Ordinarily we will accept payment of Charges by direct debit, credit card, debit card, cheque, PayPal and BACS electronic transfer, but we reserve the right to refuse any payment method if we have reasonable cause to believe such payment will be dishonoured.

we reserve the right to charge an administration fee each month for payments not made by direct debit.

we may arrange for invoices to be issued by a third party on our behalf. Invoices issued by such third party shall be binding on you and payment of such invoices in full to the third party will be a valid discharge of your liability to pay such invoices under this Agreement.

### **Things that you agree to do**

6.4 Recognising that good management and security of the Services is important to all vivi™ customers, you agree that you will:

6.4.1 If you wish to receive e-bills via Your Account, you are responsible for signing up to Your Account so that you can view and pay your bills accordingly.

6.4.2 provide whatever proofs of your identity and address that we consider reasonably necessary from time to time. Whilst photocopy or fax copies are usually acceptable we do reserve the right to request the original document,

6.4.3 keep confidential, and not disclose to any third party, your Account password or any personal identification code, number or name issued by us permitting access to the Services,

6.4.4 not use the Services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication any data which is of an offensive, abusive, indecent, obscene or menacing nature,

6.4.5 not cause, nor knowingly allow others to cause, any nuisance, annoyance or inconvenience, whether to us or to any of our customers, by any means including the use of the Network for persistently sending unsolicited communications without reasonable cause,

6.4.6 not act in a way, whether knowingly or otherwise, which will impair the operation of the Network or any part of it, or put it in jeopardy,



6.4.7 use only Handset / Extensions and Accessories approved for use with the Network, and comply with all relevant legislation or regulation relating to their use,

6.4.8 comply with any reasonable instructions issued by us which concern your use of the Services, and co-operate with us in our reasonable security and other checks (which may include us making phone calls to you),

6.4.10 not copy, modify, store, forward, publish or distribute the Services or their Content without our express permission,

6.4.11 only use Content for your own personal use and not for any commercial purposes or distribute it commercially,

6.4.12 not re-sell, re-supply or otherwise distribute the Services or Handset / Extensions without the prior written agreement of vivi™

## **7 Multiple users**

Where there are one or more Users other than you under your Contract, you remain responsible:

7.1.1 for ensuring the Services are used in accordance with this Contract, and

7.1.2 for all Charges incurred to your Account by those Users.

## **8 Information supplied by you**

**the details you give us must be correct**

8.1 By applying for Registration or for vivi™ Additional Services, you undertake to provide your correct name, address and other factual information. You also confirm that:

8.1.1 the person stated to be authorised to sign for a company or firm is duly authorised,

8.1.2 any individual applying as a member of a company is of full contractual capacity and is able both to pay for the Services he or she has requested and to meet his or her other obligations under your Contract, and

8.1.3 You must also tell us if your details change.



## **what happens if we suspect the details you give us aren't correct**

8.2 If we suspect, on reasonable grounds, that information has been supplied to us without the knowledge of the person named, or that an application is unauthorised or contains false particulars, we may delay Connection or Suspend Services to your Handset / Extension while we investigate further. Following our investigation, we will Connect or reinstate the Services unless we have grounds to terminate. You acknowledge that you will have no claim against us in respect of any delay or Disconnection caused as a result of the operation of this Condition.

## **9 Credit assessments**

### **your application is subject to credit status**

9.1 All applications for Registration and vivi™ Additional Services are subject to credit assessment before we can connect you to the Network. In considering your application we will search the following records about you and others (see 9.2 below):

9.1.1 Our own; and

9.1.2 those of licensed credit reference agencies (CRAs). When CRAs receive a search from us they will place a search footprint on your credit file that may be seen by other people searching your credit file. The CRAs supply to us both public (including the electoral register) and shared credit and fraud prevention information; and

9.1.3 those at fraud prevention agencies (FPAs).

9.2 We will use credit scoring and or other automated decision making systems when assessing your application. If our assessment of you does not meet our normal requirements we reserve the right to decline to Connect you or to supply vivi™ Additional Services or to decide an appropriate credit limit on your Account. Alternatively, we may ask you to lodge a Deposit with us before we Connect you. If you believe our assessment of you is incorrect, we will review your eligibility. However, we cannot accept responsibility for the accuracy of information provided by CRAs. Nor can we accept any liability for the consequences of our declining to Connect you.

9.2 We will also check your details with FPAs for the purposes of verifying identities to prevent and detect crime and money laundering. We may also make periodic searches at CRAs and FPAs to manage your Account with us.

9.3 If you are making a joint application or tell us that you have a spouse or financial associate, we will link your records together so you must be sure that you have their agreement to disclose information about them. CRAs also link your records together and



these links will remain on your and their files until such time as you or your partner successfully files for disassociation with the CRAs to break the link.

9.4 Information on your application will be sent to CRAs and will be recorded by them. We may also disclose details of how you conduct your Account to such agencies. If you do not pay any balance on your Account when due CRAs will record the outstanding debt. This information may be supplied to other organisations by CRAs to perform similar checks and to trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed, whether settled by you or defaulted.

9.5 If you give us false or inaccurate information and we suspect or identify fraud we will record this and may also pass this information to FPAs. Law enforcement agencies may access and use this information.

9.6 We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

9.6.1 checking details on applications for credit and credit related or other facilities;

9.6.2 managing credit and credit related accounts or facilities;

9.6.3 recovering debt;

9.6.4 checking details on proposals and claims for all types of insurance;

9.6.5 checking details of job applicants and employees.

9.7 We and other organisations may access and use from other countries the information recorded by FPAs.

9.8 If you do not pay any sums due on your Account we will trace your whereabouts and recover debts.

9.9 Your data may also be used for other purposes for which you give your specific permission or, in very limited circumstances, when required by law or where permitted under the Data Protection Act 1998.

9.10 If you would like to receive details of the relevant FPAs and CRAs please contact us at Credit Referral, vivi™, Communications House, Offices 8-9 Church Street, Welshpool, Powys, SY21 7DL or by calling 150 from your Handset / Extension or 0800 830 3777

. You can also contact the CRAs and FPAs directly.

9.11 If you would like to read the full details of how your data may be used please visit our



website at [www.vivivoip.com](http://www.vivivoip.com) or phone 0800 830 3777 to request a copy of our policy.

## **10 Deposits**

### **deposits are held for the duration of the contract**

10.1 We may request a Deposit from you:

- a) before Connection
- b) before making vivi™ Additional Services available to you,
- c) before reinstating the Services after Suspension, or
- d) if you fail to pass any credit assessments which we reasonably consider to be necessary from time to time.

10.2 Deposits will be held for the contract duration and then refunded upon request. We do not pay interest on Deposits. If you owe us money, we may set off Deposits against the amount due to us. If there is a balance left over in such cases, we will remit this to you or credit your Account.

## **11 Caller ID**

### **what to do if you want your number to remain private**

11.1 Our Network will allow the display of your vivi™ number on receiving Handset / Extensions. If you prefer not to allow this, please let us know in writing. Your vivi™ phone number will always be sent if calling the emergency services.

## **12 vivi™ VoIP SIM cards**

### **Use of a vivi™ voip sim card means that you agree to the terms and conditions applied to it.**

12.1 Call costs - Customers may use the voip sim card for calling UK mobile, UK landline, UK non geographic and international destinations at the advertised calling rates. Calls to UK premium rate services are barred from the voip sim card.

12.2 Calls to emergency services via 999 are available via the voip sim card.



12.3 Inbound calls to the sim card are classified as calls received by the sim card or internal calls made or received by the sim card between the sim card and other extensions o

12.4 vivi™ monitors the monthly inbound and outbound call volumes on the vivi™ voip sim card. In the event that the monthly inbound call volume to the sim card does not exceed the outbound call volume, vivi™ reserves the right to do the following-

- A. make a charge against the extension of 2p per minute for inbound call minutes exceeding the outbound call minutes.
- B. Increase the extension charge for the voip sim card
- C. Cancel or suspend service to the voip sim card.

## 13 vivi™ Talk Plans

13.1 vivi™ Talk Plans are charged per user per month

13.2 any free minute allocation attached to vivi™ Talk Plans are allocated per user and not shared on the account

13.3 Every user must have the same Talk Plan, you can not mix plans within an account

13.4 Talk Plans carry a minimum contract duration of 12 months, however you may change to a higher Talk Plan at any point during your contract

13.5 Calls made via your Talk plan are billed and calculated on a per minute basis. Calls made outside of your Talk Plan allowance, will be charged at the appropriate non bundle rates.

## 14 Changes to your Contract

**we reserve the right to make changes to your Contract**

14.1 In the event you do switch, add or cancel your call bundle, Talk Plan or vivi™ Additional Services you must give us not less than 10 days notice before your Billing Date. Usually any changes to your account will not take affect until your next billing date. We do, however, reserve the right to vary the terms of this Contract from time to time and to make changes to your Service Plan. We acknowledge that if we do increase the Charges, withdraw vivi™ Additional Services or introduce new mandatory Charges - or if your contractual rights are affected to your detriment - you may terminate your Contract in accordance with Condition 4.3. If you do not give notice within one month of our notifying you of any change(s), you will be taken to have accepted the change(s).

14.2 In exceptional circumstances a government authority may require the reallocation or change of phone numbers in which case we may have to change your vivi™ phone number for the Services





## **new services**

14.3 We are continuously enhancing our existing Services as well as adding new services, particularly vivi™ Additional Services. Charges for, and any special terms and conditions attached to vivi™ Additional Services will be notified in Customer Communication. The terms of your Contract, including Charges current on the date when you take up the offer of any vivi™ Additional Service, will apply to it, subject to any special promotional offer made by us and accepted by you.

## **15 Customer Communication**

please read all the information we send you

15.1 We update our Customer Communication from time to time. Information on various topics is mailed to Customers with their monthly billing statements and/or made available to Customers with their e-bill on Your Account and is available on request from us. You are asked to read your Customer Communications and to keep those which are mailed to you until they are superseded. We regard you as having been given any information if it is either:

- a) included in a mailing addressed to you,
- b) by voicemail, email text or other form of electronic message sent by us to you or your Handset / Extension,
- c) communicated directly by any means (including any information made available to Customers with their e-bills).

## **16 Assignment of Contract and change of ownership of Handset / Extension**

**your Contract is personal to you**

16.1 Your Contract is personal to you and you may not assign it. However, we may at our discretion (not to be unreasonably withheld) allow you to:

- a) nominate a User other than yourself while you remain primarily liable to us under your Contract,
- b) terminate your Contract on short notice if you have transferred title to your Handset / Extension to a new customer who has Connected the Handset / Extension to our Network.





15.2 We may assign our rights to your Contract only if such assignment is on terms which are at least as advantageous to you as those set out in your Contract.

## **17 Liability**

### **circumstances in which neither of us accepts liability**

17.1 Except as provided in this Condition 16, neither party shall be liable to the other, whether in contract or tort nor otherwise, for any loss or damage which is:

- a) not the fault of the other party,
- b) indirect and/or not reasonably foreseeable,
- c) loss of business, profits, savings, revenue, use or goodwill, or for any loss or corruption of data whether caused to the other party through any breach of your Contract or any matters arising under it. Neither party excludes liability for negligent acts or omissions causing death or personal injury to any person.

### **maximum liability of vivi™**

17.2 Subject to Condition 16.1, we limit our legal liability up to a maximum of three hundred pounds per claim or a series of related claims for any loss or damage which is:

- a) direct financial loss,
- b) direct physical damage to or loss of property resulting from our breach of contract or negligence while providing Services.

### **factors beyond our control**

17.3 We will not be liable to you if we are unable to perform an obligation or provide the Services to you because of any factor outside our control, including but not limited to Acts of God, industrial action, default or failure of a third party, war, terrorist act, governmental action, or by any act or decision made by a court of competent jurisdiction.

### **your maximum liability**

17.4 Subject to Condition 16.1, your liability is limited to payment of all outstanding Charges due in accordance with the provisions of your Contract.

### **Commercial viability clause**



17.5 If a customer is deemed to be in any way commercially unviable then we reserve the right to take immediate action. This action includes but is not limited to; informing the customer about their activity, suggesting a more suitable plan, or terminating the customer contract with the appropriate notice period.

## **18 General changes to your Contract**

18.1 Subject to Condition 13, your Contract may be varied or amended only by the express mutual agreement of both parties. A party seeking to rely on such variation or amendment must produce evidence of the other party's agreement to it.

### **disclosure of information to third parties**

18.2 You agree to the disclosure to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of:

- a) any information relating to your Contract, including your personal financial information and details of how you have performed in meeting your obligations under your Contract,
- b) any disclosure as may be within our Data Protection Act registration,
- c) any disclosure required as a result of an order of any court of competent jurisdiction or by  
statutory authority.

### **Your information**

18.3 vivi™ or its Group companies will use your information which you provide to us together with other information for administration, marketing, credit scoring, customer services, tracking your Handset / Extension, and profiling your call preferences. We will disclose your information to our service providers and agents to help us with these purposes. We will keep your information for a reasonable period after your contract with us has finished in case you decide to use our Services again and may contact you about our Services during this time.

18.4 By registering your Handset / Extension on the Network you consent to us sharing your information with other companies in the Group and companies outside the Group who are our business partners. They or we may contact you by mail, telephone, electronic



messaging services, fax or email to let you know about any goods, services or promotions which may be of interest to you. Please call customer services if you do not wish to receive such information from us, or if you do not wish to receive information from our business partners, but remember that this will preclude you from receiving any of our special offers or promotions or those of our business partners.

18.5 By registering your Handset / Extension on the Network you consent to our transferring your information to countries which do not provide the same level of data protection as the UK if necessary for providing you services you require. If we do make such a transfer, we will put a contract in place to ensure your information is protected.

18.6 You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.

18.7 When you give us information about another person you confirm that they have appointed you to act for them, to consent to the processing of their personal data, and to the transfer of their information abroad and to receive on their behalf any data protection notices.

18.8 For details of the vivi™ and its Group of Companies please visit our website.

### **delivering communications to you**

18.9 All notices to be served in accordance with your Contract must be served by post or facsimile. We can in addition serve notice to you by voicemail, email text or other form of electronic message (email). They will be deemed served 48 hours after they are sent, or on earlier proof of delivery. All invoices and notices served by post will be sent to the address given by you on Registration unless you notify us of a change to this address. Any waiver, concession or extra time we may allow you is limited to the specific circumstances in which it is given and does not affect our rights in any other way.

### **disputes between you and us**

You may request that disputes between you and us are referred to arbitration under our Code of Practice for Consumer Affairs. We will supply a copy of our Code of Practice for Consumer Affairs to you on request.

### **miscellaneous**

If either party delays or does not take action to enforce their rights under the contract this does not prevent either party from taking action later.

If any of the terms in this contract are not valid or legally enforceable the other terms will not be affected. We may replace any term that is not legally effective with a similar term that is.



**vivi™ company details**

18.13 Our Company Registration Number is 6761575 and our Registered Office is at 2<sup>nd</sup> Floor, 34 Severn Street, Welshpool, SY21 7AD.

**governing law**

18.14 Your Contract is to be interpreted in accordance with the Laws of England and Wales.