

## Terms and Conditions

Effective and Updated as of May 25, 2018

1. Definitions. In this Agreement the following terms have the following meanings:

"Agreement" means the terms and conditions set out herein;

"Charges" means the charges to be paid by you for the Services calculated according to the prices and rates set out in our price lists (available on our website or upon request) or otherwise notified to you;

"Competent Authority" means the OFCOM or any other competent Government department or any regulatory body;

"Confirmatory E-mail" means the e-mail that you received at the time that you purchased your Credit Voucher including, inter alia, your access number and PIN and other information relevant to the use of your Credit Voucher;

"Credit Voucher" means the credit voucher purchased or used by you that can be redeemed for the purchase of the Services from us;

"Network" means the electronic communications systems run or procured by us for the purpose of providing the Services;

"Privacy Notice" – means the privacy terms contained in our Privacy Notice, which can be found at [www.idtcalls.com](http://www.idtcalls.com).

"Service" or "Services" means the electronic communications services for placing domestic and international long distance phone calls provided by us to you under this Agreement; and

"we" or "us" means IDT Retail Europe Limited, a company registered in England with registered number 7888960 and with its registered office situated at IDT House, 44 Featherstone Street, London EC1Y 8RN, UK.

2. Commencement of this Agreement

2.1 A contract between you and us for the supply of Services to you will come into force the first time that you use the Services. Your use of the Services indicates your agreement to all terms and conditions contained herein. In using the Services you acknowledge your agreement to the immediate commencement of the performance of the Agreement between you and us and the provision of Services to you with your consent.

2.2 If you are a consumer (as defined in the applicable distance selling or any analogous legislation), you have the right by law to cancel the contract within seven working days of the commencement of the Agreement, without giving a reason. However, you agree that the first time you use the Services, you will immediately lose your right to cancel the Agreement.

3. Our obligations to you

3.1 We will provide the Services to you in accordance with this Agreement and subject to availability, provided that nothing herein shall require us to provide, or continue to provide Services to

you, if we determine that you have violated this Agreement or any of our other policies and procedures. We shall provide the Services in the manner of a reasonably skilled electronic communications service provider.

3.2 We cannot promise that the Services will be provided without interruption. We are not liable for a call being cut off for any reason or for any failure, delay, suspension, restriction or interruption of Services.

3.3 Our Services may be dependent on the provision to us of services by third party operators. We are not responsible to you for any faults or interruptions caused by them.

3.4 We may, at our discretion, improve, update or upgrade the Services or alter the provision or means of provision of the Services (including altering any telephone number used or method of allocating the Service). We shall not exercise our rights under this clause to your detriment without good reason.

#### 4. Your use of the Service

4.1 You will not use or allow use of the Services for any improper, immoral, offensive, defamatory, fraudulent, illegal or unlawful purpose, including, for example, using the Services in a way that (1) interferes with our ability to provide the Services to you or to other customers; or (2) violates applicable law or this Agreement; or (3) avoids your obligation to pay for the Services; or (4) is not for consumer use.

4.2 If you or any other person whom you allow to use the Service do not comply with any provision of this Article 4: (a) you shall indemnify and hold us harmless against all liabilities, claims, losses, damages or expenses arising directly or indirectly or in any way associated or suffered as a result of such non-compliance and (b) we may suspend the Services immediately without notice and without incurring any liability on our part.

4.3 You will have already been provided with a PIN to access your account in the Confirmatory E-mail. You must at all time keep such PIN number confidential and secure, and you must tell us immediately if such is disclosed to any unauthorised person. We may disclose any information in connection with your account to anyone who correctly quotes your PIN.

4.4 You acknowledge that the Services are for your personal, residential use only and you will not re-supply or resell or otherwise make the Services available to any person on a commercial or any other basis. You are responsible for ensuring that only those persons you authorise use the Services and you agree to pay all charges relating to use of the Services.

#### 5. Charges

5.1 You shall pay the Charges in relation to your use of the Services. The cost of all calls made by you shall be deducted from the balance outstanding on your Credit Voucher. Subject to clause 8.1, once the whole of the balance of your Credit Voucher has been used you shall not be entitled to make any further use of the Services unless you purchase another Credit Voucher. We reserve the right to vary the Charges in accordance with clause 11. Any revised Charges will only apply to any use you make of the Services after we notify you of such revised Charges (which can be done by posting to the website).

5.2 Call times for each call are rounded up to the next whole minute and billed in full minute increments. Per call charges are rounded up to the next whole cent/pence. All calls for which we receive answer supervision shall incur a minimum one-minute charge. Calls may incur a surcharge depending on the access number used and/or access type – see website for rates and surcharges. You may be charged by

your landline or mobile service provider for calling our access numbers; check with your provider for details.

5.3 We rely on answer supervision to determine whether and when a call has been answered. Answer supervision is a signal sent by the carrier connecting the call to indicate the start of call. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment.

5.4 **YOU MUST NOTIFY US OF ANY DISPUTED CHARGES WITHIN SIXTY (60) DAYS OF THE CHARGES OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE CHARGES.**

## 6. Suspension of Service

6.1 We may suspend immediately the provision of the Services (or a part of them) to you until further notice without compensation

6.1.1 for repairs, maintenance or improvement;

6.1.2 in the event that we have reason to suspect illegal, unlawful or fraudulent activity or misuse of the Services or your Account or any breach by you of this Services Agreement;

6.1.3 in the event that we are required to comply with an order, direction, instruction or request of any Competent Authority; or

6.1.4 the form of payment you have used to fund your Account is cancelled, disabled, discontinued or otherwise dishonoured.

6.2 Any exercise of our right to suspend the Services shall not exclude our right subsequently to terminate this Services Agreement. We may refuse to restore the Services to you until the matters referred to in clauses 6.1.1 to 6.1.3 are cured or (where applicable) we receive an acceptable assurance from you that there will be no further breach.

## 7. Provision of Data

7.1 You are required promptly and accurately to give us all the data we may reasonably need so that we can perform our obligations under this Services Agreement. You must also inform us immediately of any change which may arise from time to time to the data you have provided to us, including credit card account information and/or billing address. You hereby agree and confirm that the data that you provide to us under this Agreement shall be true, accurate and complete in all respects.

7.2 Our Privacy Notice details your rights and our obligations regarding your personal data, and explains how, why and when we process your personal data. We will comply with our obligations under the EU General Data Protection Regulation (“GDPR”) and any other applicable data protection laws or regulations. You are also required to comply with all applicable data protection legislation.

7.3 In connection with this Agreement we, and any other companies or agencies authorised by us, may carry out credit and fraud prevention checks with one or more licensed credit reference and fraud prevention agencies and we may retain a record of the search. Information held about you by such companies or agencies may be linked to records relating to other persons living at the same address and such records will be taken into account in credit and fraud prevention checks. By opening an account

and/or purchasing the Services, you hereby consent to our carrying out such checks and searches and to processing your personal data for those purposes in accordance with our Privacy Notice.

7.4 By opening an account and/or using the Services, you hereby consent to us processing your personal data for the purposes set forth in our Privacy Notice, including without limitation for direct marketing purposes in accordance with your marketing preferences, and to contact you before, during and after the term of this Agreement in order to administer, evaluate, develop and maintain the Services. Under the GDPR you have certain access rights regarding your personal data – please refer to our Privacy Notice for a description of those rights.

7.5 You acknowledge that pursuant to our Privacy Notice we may transfer and/or share your personal data with our affiliates and third parties, both in and outside the EEA, for the purposes set forth in our Privacy Notice.

7.6 You should also note that, where we are legally permitted to do so, we may record or monitor telephone conversations with you for quality assurance, legal, regulatory and training purposes. We will inform you how to opt-out of such monitoring, in advance.

7.7 Unless otherwise required by applicable law, you authorise IDT to send or provide the following categories of information (“Communications”) by electronic means and not in paper format: (a) this Services Agreement and any amendments, modifications or supplements to it; (b) your purchase and use records regarding Service transactions; (c) any initial, periodic or other disclosures or notices provided in connection with the Services, including without limitation those required by applicable law; (d) any customer service communications, including without limitation, communications with respect to claims of error or unauthorised use of the Services; and (e) any other communication related to the Services, a transaction or IDT. Electronic means may include email, SMS/MMS, in-App messages including push notification, text, Website chat with customer service, or posting in the App or on the Website. Message and data rates may apply when you receive SMS/MMS, text or push notification messages on your mobile phone. You may withdraw your consent to receive all Communications electronically (except for in-App messages from IDT) at any time. In order to withdraw your consent, you must contact us. In order to access and retain Communications, you must have: (i) an Internet browser that supports 128-bit encryption, (ii) a mobile number and the capability to receive messages from or on behalf of IDT, and (iii) a device and data or Internet connection capable of supporting the foregoing.

7.8 By using any of the Services, you consent to receive SMS/MMS, push notifications through the App, App-to-App, text and/or email messages from IDT and its affiliates regarding account management activities and special offers. This consent is specific to the phone number(s) you provide to us to use the Services and open accounts. Message and data rates may apply when you receive SMS/MMS, text or push notification messages on your mobile phone. You may refuse to consent to receive calls and texts from IDT and its affiliates that require your consent, including autodialed, pre-recorded or artificial voice telemarketing calls. You may also withdraw your previously given consent to receive such calls and texts. Your ability to manage and use certain features of the Services could be limited if you refuse or withdraw your consent to receive these messages.

## 8. Expiry and Termination of Services

8.1 Your Credit Voucher will automatically expire (and Services will no longer be accessible by means of such Credit Voucher) on the date specified in the terms and conditions for the relevant Credit Voucher set out on the website and in the Confirmatory E-mail sent to you in relation to such Credit Voucher.

8.2 We may end this Agreement:

8.1.1 by giving you at least 30 days' notice; or

8.1.2 immediately if:

(a) you do not perform or observe any other obligations under this Agreement ("a breach") and where you have breached this Agreement and that breach can be remedied, you fail to remedy the breach within any reasonable time specified by us in a written notice requiring you to do so;

(b) a voluntary arrangement is proposed, or a bankruptcy petition is presented or a bankruptcy order is made against you or a receiver or trustee is appointed on your estate;

(c) we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the Services from us or during the provision of the Services;

(d) you or any other person at your premises use the Services or are suspected, in our reasonable opinion, of using the Services for illegal activities, fraud or attempted fraud;

(e) we are required to comply with an order, instruction or request of any Competent Authority.

## 9. Limitation of Liability

9.1 Our liability:

(a) for death or personal injury caused by our negligence or the negligence of our employees or agents;

(b) for breach of any condition as to title or quiet enjoyment implied by law;

(c) in relation to any other piece of applicable legislation which prohibits contracting out of such liability;

(d) for fraudulent misrepresentation; and

(e) for misuse of confidential information,

is not excluded or limited by this Agreement, even if any other terms of this Agreement would otherwise suggest that this might be the case.

9.2 Subject to clause 9.1 and to the extent permitted by law, we do not accept any liability under or in relation to this Agreement or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason) for any:

- (a) loss of profits;
- (b) loss of sales;
- (c) loss of turnover;
- (d) loss of or damage to business;
- (e) loss of or damage to reputation;
- (f) loss of contracts;
- (g) loss of customers;
- (h) loss of, or loss of use of, any software or data
- (i) loss of use of any computer or other equipment or plant;
- (j) wasted management or other staff time; or
- (k) indirect, special or consequential loss or damage

9.3 Subject to clauses 9.1 and 9.2 and to the extent permitted by law our total liability arising from or in connection with this Agreement and in relation to anything which we may have done in connection with this Agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited to the lesser of:

- (a) the amount of loss suffered by you in respect of the relevant liability assessed; or
- (b) an amount equal to 125 percent of the total value of your Credit Voucher.

9.4 We will not be liable under this Agreement for breach of any of its terms to the extent that the breach concerned arises from:

- (a) use of any Services other than in accordance with normal operating procedures as notified to you;
- (b) any alterations to any Services made by anyone other than us;
- (c) any abnormal or incorrect operating conditions;
- (d) any other hardware or software being used with or in relation to any Services, unless this has been approved by us or the relevant statutory process of the connection of apparatus to public communications networking; or
- (e) any delay or failure by use to meet our obligations under this Agreement owing an event beyond our reasonable control, pursuant to clause 12.

9.5 We hereby exclude all conditions and warranties, other than those expressly set out in this Agreement, including any warranties implied by law if and to the extent such warranties and conditions implied by law can be lawfully excluded.

9.6 You assume total responsibility and risk for your use of the Services. All Services are provided on an "as is, as available" basis. We do not warrant that the service is completely error-free or will operate without packet loss or interruption nor do we warrant any connection to or any transmission over the Internet.

9.7 We shall not be responsible for any costs incurred by the user, including mobile phone provider charges, in the event the user incorrectly uses the Services or uses the Services for any unlawful purpose.

## 10. Assignments and Third Party Rights

10.1 This Agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent. We have the right to assign both the benefit and burden of this Agreement as part of a business reorganisation together with any associated rights of access and installation at any time to any company or person and you hereby consent to such assignment or novation, provided that any such assignment or transfer does not operate to reduce any guarantees that we provide to you under this Agreement.

10.2 This Agreement does not provide any third party with a remedy, claim, or right of reimbursement.

## 11. Changing of Terms and Conditions and Pricing

11.1 We reserve the right to change the terms and conditions of this Agreement and/or the Services which we provide to you in the event that:

11.1.1 Ofcom or any other Competent Authority makes any direction or order recommending or requiring any technical modifications or changes in our trading, operating or business practices or policy; or

11.1.2 we reasonably determine that any technical modifications to the network or change in our trading, operating or business practices or policy is necessary to maintain the Services which we provide to you.

Such changes will take effect as soon as they appear on the website or we otherwise notify you.

11.2 We may, at our sole discretion and without prior notice, change or vary any Charges or rates affecting the Services. You may contact our Customer Service department for the most up-to-date rate information for all our Services. We shall also update the Charges or rates affecting the Services on the website as soon as practicably possible. Any revised Charges made under this clause 11.2 will only apply to any Services you use after the website has been updated to reflect such revised Charges or we otherwise notify you of such revised Charges.

## 12. Unforeseeable Events

Neither party is liable for any breach of this Agreement (except as regard to your non-payment of Charges) which is caused by something beyond their reasonable control including Acts of God, fire, lightning, extremely severe weather, flood, a national or local emergency, acts of terrorism, explosion, war, military operations, civil disorder, damage to the network, vandalism, sabotage, industrial disputes or acts of any Competent Authority. If such failure to deliver continues for more than 3 months after the commencement of such failure, then either party may terminate this Agreement on notice in writing to the other party.

## 13. Entire Agreement and No Representations

13.1 This Agreement represents the entire understanding between the parties in relation to its subject matter and supersedes all agreements and representations made by either party, whether oral or written. Our agents and resellers are not authorised to amend this agreement or to agree any term which is inconsistent with this Services Agreement.

13.2 The parties acknowledge and agree that:

(a) the parties have not been induced to enter into this Agreement by any representation, warranty or other assurance not expressly incorporated into it; and

(b) in connection with this Agreement the parties' only rights and remedies in relation to any representation, warranty or other assurance are for breach of this Agreement and that all other rights and remedies are excluded, except in the case of fraud.

14. Severability

If any provision (or part of a provision) is held invalid, illegal or unenforceable for any reason, it shall be severed and the rest of the provisions in this Agreement shall continue as if the Agreement had commenced without that provision (or such part of that provision).

15. Waiver

The failure by either you or us to exercise or enforce any right under this Agreement shall not be deemed to be a waiver of such right or to bar the exercise or enforcement of it or any other right.

16. Notices

16.1 Notices given under this Agreement should be delivered by hand or by prepaid first class post or electronic mail either:

16.1.1 to us: at IDT Retail Europe Limited, 44 Featherstone Street, London EC1Y 8RN or support-cs@idtcalls.com or to any alternative address notified to you (you may also use this address for complaints); or

16.1.2 to you: at the postal or email addresses specified by you at the time that you purchased your Credit Voucher or to an alternative address notified to us.

17. Intellectual Property

All of the trademarks, service marks, symbols, logos, and other identifying indicia used by IDT and the intellectual property rights thereto (collectively "Marks") are the property of IDT or its affiliates and you shall have no right in or to the Marks or any right to use the Marks including any and all Marks associated with the Services and the website. You are not permitted to commercially resell the Services or to print, produce, sell or distribute anything containing the Marks or to sell or distribute any telecommunication products that use or are associated with the Services.

18. Law

This Agreement and any dispute or claim arising under it (including non-contractual disputes) is subject to the laws of England. The parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.



19. Translation

For your convenience, IDT may provide you with a translation of the English language version of some or all of the various parts of this Agreement. However, the meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. If there is any inconsistency between a non-English version and the English version, then the English version shall govern your relationship with IDT. Any translation provided may not accurately represent the information in the original English version.