

## Go Cloud Communications and Go Cloud Telecom – Terms and Conditions of Service

Company: Go Cloud Communications Ltd

Registered Office: Kemp House, 124 City Road, London, EC1V 2NX

These Terms and Conditions (“Agreement”) govern your use of Go Cloud Communications Ltd’s (“Go CloudPBX”, “we”, “us”, “our”) telecommunications services, software, applications, broadband connectivity, and related products (“Services”). By ordering, activating, downloading, installing, or using any Service, you agree to be bound by this Agreement. If you do not agree to these terms, you must not use the Services.

### 1. Definitions

Account – Your customer account with Go CloudPBX.

Applications – Go CloudPBX software, softphones, mobile apps, and related tools.

Broadband Services – FTTC, FTTP, leased line, or any data connectivity service supplied by Go CloudPBX.

Customer, “you”, “your” – The individual or business purchasing the Services.

Equipment – Any hardware supplied by Go CloudPBX, including IP phones, routers, or accessories.

Minimum Term – The minimum contractual period applicable to a Service.

Plan Credits – Call credits, minutes, or allowances included with your plan.

Registered Location – The physical address registered for emergency services.

Services – All telecommunications, broadband, software, and related services provided by Go CloudPBX.

Software – Any Go CloudPBX software or firmware provided for use with the Services.

### 2. Licence and Use of Software

Go CloudPBX grants you a limited, non-exclusive, non-transferable licence to use the Software solely for accessing the Services. All intellectual property rights remain the exclusive property of Go CloudPBX and its licensors. You must not copy, modify, reverse engineer, decompile, or disassemble the Software; resell, sublicense, or distribute the Software; interfere with or bypass security mechanisms; or connect the Software to unauthorised systems.

### 3. Service Registration and Customer Obligations

You must provide accurate Registration Data and keep it updated. You are responsible for all activity on your Account and ensuring suitable connectivity for the Services.

### 4. Emergency Services (999/111/112)

Emergency call access is only available through supported Go CloudPBX devices and applications. You must maintain alternative means of calling emergency services.

### 5. Service Availability and Changes

Go CloudPBX aims to provide reliable Services but does not guarantee uninterrupted availability. We may modify or suspend Services where necessary.

## 6. Marketing and Promotional Services

If you opt in, we may send marketing communications. You may unsubscribe at any time.

## 7. Use Policy and Prohibited Activities

You must not use the Services for illegal, fraudulent, abusive, or improper purposes. Prohibited uses include harassment, spam, ID spoofing, malware distribution, excessive usage, auto-dialling, and trunking.

## 8. Unsolicited Communications

You must not send unsolicited marketing messages. Liquidated damages of £10 + VAT per message may apply.

## 9. Pricing, Billing, Taxes, and Charges

You are responsible for all service charges, call charges, taxes, and fees. Pricing may be adjusted with notice.

## 10. Call Plans, Credits, and Fair Usage

Metered plans include fixed Plan Credits. Unlimited plans are for normal business use only and exclude international calls.

## 11. Broadband Services – Minimum Term and Early Termination

All Broadband Services have a 12-month Minimum Term. If cancelled, ceased, or migrated early, you must pay the full remaining contract value.

## 12. Outbound Number Porting and Port-Out Fees

Porting out incurs a £49 + VAT fee per number. The fee applies upon receipt of a valid port request. Porting does not terminate your Services.

## 13. Equipment

Equipment remains Go Cloud Communications property unless purchased. You must return equipment upon cancellation or pay replacement fees. Equipment must be in good reusable condition and with original packaging.

## 14. Customer Data and Privacy

We process Customer Data in accordance with our Privacy Policy.

## 15. Suspension of Services

We may suspend Services for non-payment, breach, fraud, or legal requirements.

## 16. Termination

You may terminate with notice. Early termination charges apply. All outstanding balances must be settled.

## 17. Liability

Go CloudPBX is not liable for indirect losses, data loss, or failures caused by third-party networks. Liability is limited to the amount paid in the previous 12 months.

## 18. Force Majeure

We are not responsible for delays caused by events beyond our control.

## 19. Governing Law

This Agreement is governed by the laws of England and Wales.

## 20. Contact Information

Customer Support: 0333 012 4785

Email: support@gocloudcom.co.uk

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## 21. Assignment and Transfer of Service Agreements

### 21.1 Transfer by Go Cloud Communications

Go Cloud Communications may, for operational, commercial, regulatory, or business continuity reasons, assign, novate, or transfer this Agreement (in whole or in part) to another communications provider, a wholesale network operator, a successor entity following merger, acquisition, or restructuring, or any third party engaged in the provision or support of the Services. All existing terms, obligations, liabilities, and rights under this Agreement shall remain fully applicable and binding. Your continued use of the Services constitutes acceptance of the transferred Agreement.

### 21.2 Transfer by the Customer

You may not assign, transfer, or novate this Agreement to another party without the prior written consent of Go Cloud Communications. Consent will not be unreasonably withheld where the transfer relates to a legitimate business sale, merger, or restructuring, and the incoming party meets Go Cloud Communications' credit, compliance, and operational requirements. Any approved transfer does not release you from liability for charges or obligations incurred prior to the effective transfer date.

### 21.3 Continuity of Terms

Whether transferred by Go Cloud Communications or by you (with approval), all Minimum Terms, early termination charges, usage policies, fees, and obligations remain in full force. Any outstanding balances, equipment liabilities, or contractual commitments remain enforceable. The transferee assumes all rights and responsibilities from the effective date of transfer.