



PLEASE READ CAREFULLY BEFORE INSTALLING OR USING COMPLETECOMMS

This end user licence agreement (Licence) is a legal agreement between you (Licensee or you) and KCOM Group Limited (company number 02150618) of 37 Carr Lane, Hull, HU1 3RE (KCOM, us or we) for:

- COMPLETECOMMS (Product)

We license use of the Product to you on the basis of this Licence. We, or our licensors, remain the owners of the Product at all times. This Licence does not grant you title to or ownership of any copy of the Product.

IMPORTANT NOTICE TO ALL USERS:

- IN ORDER TO INSTALL OR USE THE PRODUCT, YOU MUST FIRST ACCEPT THE TERMS OF THIS LICENCE. THIS LICENCE IS ACCEPTED BY YOU WHEN: (A) YOU CLICK TO ACCEPT OR AGREE TO THE LICENCE, OR (B) WHEN YOU INSTALL AND/OR USE THE PRODUCT.
- BY USING OUR PRODUCTS, YOU ACKNOWLEDGE THAT YOU AND YOUR EMPLOYEES HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS LICENCE AND TO USE OUR PRODUCT IN COMPLIANCE WITH THIS LICENCE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, PLEASE DO NOT USE THIS PRODUCT.
- THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN SECTION 5.
- THE PRODUCT IS NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF SIXTEEN (16). IF YOU ARE UNDER 16 YEARS OLD, YOU MAY NOT USE THE PRODUCT OR PROVIDE US WITH ANY PERSONAL INFORMATION. BY INSTALLING OR USING THE PRODUCT YOU WARRANT THAT YOU HAVE FULL CAPACITY AND AUTHORITY TO ENTER INTO THIS AGREEMENT.
- WE MAY MAKE CHANGES TO THIS LICENCE FROM TIME TO TIME, AND THE CHANGES WILL BECOME EFFECTIVE AT THE EARLIEST OF THE FOLLOWING: (A) YOU CLICK TO ACCEPT OR AGREE TO THE MODIFIED LICENCE, (B) YOU INSTALL AND/OR USE A NEW VERSION OF THE PRODUCT THAT IS SUBJECT TO THE MODIFIED LICENCE, OR (C) YOU CONTINUE TO USE THE PRODUCT.

You should print a copy of this Licence for future reference.

IMPORTANT POINTS

- THE PRODUCT IS NOT INTENDED, DESIGNED OR FIT FOR ACCESS TO EMERGENCY SERVICES. There are important differences between traditional telephone services and the Product. It is your responsibility to obtain, separately from the Product, traditional wireless (mobile) or fixed line telephone services that offer access to emergency services. The Product is not a replacement for your primary telephone service.
- The Product is not intended, designed or fit to be your primary method for placing, carrying or supporting emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any other kind of emergency service nor any call for the purpose of obtaining assistance, help or aid in the event of an emergency. The Product may not function during a power outage, internet connectivity interruption, or system failure on the device on which it is running.
- Applicable law may require you to advise all participants on a call prior to activating the call recording function available on some versions of the Product, otherwise restrict your use of the call recording function or prohibit the recording of any call.

#### **1. GRANT AND SCOPE OF LICENCE**

- 1.1 In consideration of payment by you of the agreed fee under the terms of the agreement for the supply of Complete Comms services between KCOM and you, and you agreeing to abide by the terms of this Licence, we grant to you a non-exclusive, non-transferable, limited, revocable licence to use the Product in the UK on the terms of this Licence (including any additional terms set out in Section 8) solely for your internal business purposes.
- 1.2 Without affecting your other obligations under this Licence, you will comply with all applicable laws and regulations with respect to your activities under this Licence.



## **2. RESTRICTIONS**

- 2.1 Except as expressly set out in this Licence, you undertake not to:
- (a) modify or make derivative works based upon the Product;
  - (b) disassemble, reverse engineer, analyse, decompile, modify, convert, or translate the Product or apply any procedure or process to the Product in order to build a competitive product or service to build a product using similar ideas, features, functions, or graphics of the Product, or copy any ideas, features, functions or graphics of the Product;
  - (c) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Product in any way;
  - (d) link to the Product via the Internet, displaying any content on any other server or wireless or Internet-based device, without express written consent;
  - (e) collect or harvest any personally identifiable information, including account names, from the Product.
- 2.2 You agree not to use the Product to engage in the following:
- (a) sending or storing infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violate third party privacy rights;
  - (b) sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
  - (c) interfering with or disrupt the integrity or performance of the Product or the data contained therein;
  - (d) attempting to gain unauthorized access to the Product or its related systems or networks.
- 2.3 You shall not use the Product in any restricted countries, defined as the People's Republic of China (covering Hong Kong and Macau), Belarus, Iran, the Democratic People's Republic of Korea, the Russian Federation, and the Syrian Arab Republic.
- 2.4 Proprietary Rights. The Product is licensed to you, not sold. This Licence does not grant you title to or ownership of any copy of the Product. Title, ownership rights, and intellectual property rights in the Product shall remain with KCOM and/or its suppliers and licensors. The Product is protected by copyright, trademark and other intellectual property laws and by international treaties.
- 2.5 In some locations there may be restrictions on your use of the Product or features or functions provided by the Product, including without limitation the call recording function which is available on some versions of the Product. It is your responsibility to ensure that you are legally allowed to use the Product where you are located. Applicable law may require you to advise all participants on a call prior to activating the call recording function available on some versions of the Product, otherwise restrict your use of the call recording function or prohibit the recording of any call. You agree that you will not use the Product or any features provided by the Product for any purposes prohibited by any applicable law. KCOM does not accept any liability for any breach by you of this clause 2.5.
- 2.6 You shall report any unauthorised use or any breach of security known or suspected by you to KCOM.

## **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1 You acknowledge that all intellectual property rights in the Product and any documentation anywhere in the world belong to us or our licensors, that rights in the Product are licensed (not sold) to you, and that you have no rights in, or to, the Product or any documentation other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to the Product in source code form.

## **4. DISCLAIMER OF WARRANTIES**

- 4.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS PRODUCT IS USED AT YOUR SOLE RISK AND THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY BY KCOM OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES THAT IT IS FREE OF DEFECTS, VIRUS FREE, SECURE, ABLE TO OPERATE ON AN UNINTERRUPTED OR ERROR-FREE BASIS, COMPATIBLE WITH ANY OPERATING SYSTEM OR DEVICE, MERCHANTABLE, FIT FOR



A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER KCOM NOR ITS SUPPLIERS OR LICENSORS HAS ANY OBLIGATION TO INDEMNIFY OR DEFEND YOU AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. NO USE OF THE PRODUCT IS AUTHORIZED UNDER THIS AGREEMENT EXCEPT AS SUBJECT TO THE DISCLAIMER OF WARRANTIES AND OTHER PROVISIONS OF THIS SECTION 4.

- 4.2 THE PRODUCT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET, PERSONAL COMPUTERS, AND ELECTRONIC COMMUNICATIONS. KCOM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. YOU ACKNOWLEDGS THAT (A) THE OPERATION OF THE SERVICE WILL NOT BE UNINTERRUPTED OR ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (B) AND THE SERVICE MAY BE VULNERABLE TO FRAUD OR UNAUTHORIZED USE. KCOM IS NOT RESPONSIBLE FOR LOSS OF INFORMATION, DELAYS IN RECEIVING OR TRANSMITTING INFORMATION, OR ERRORS IN INFORMATION COMMUNICATION, WHETHER OR NOT CAUSED BY THE SERVICE. THE SERVICES MAY BE TEMPORARILY UNAVAILABLE FROM TIME TO TIME FOR SCHEDULED MAINTENANCE OR FOR UNSCHEDULED EMERGENCY MAINTENANCE BY THIRD PARTIES, OR BECAUSE OF OTHER CAUSES BEYOND KCOM'S REASONABLE CONTROL. KCOM MAY, BUT DOES NOT UNDERTAKE TO PROVIDE YOU WITH ADVANCE NOTICE OF ANY SCHEDULED MAINTENANCE WHICH WOULD AFFECT YOUR USE OF THE SERVICE.
- 4.3 KCOM does not represent or warrant the following:
- (a) the use of the Product will be secure, timely, uninterrupted, or error-free or operate in combination with any other hardware, software, system, or data;
  - (b) the Product will meet your requirements or expectations;
  - (c) any stored data will be accurate or reliable;
  - (d) the Product will remain consistent during any given period as KCOM and/or its Licensors reserve the right to make changes to improve service or add and remove product features at any time;
  - (e) errors or defects will be corrected, or;
  - (f) the software components that make up the Product available are free of viruses or other harmful components.

## 5. LIMITATION OF LIABILITY

- 5.1 Nothing in this Licence shall limit or exclude our liability for:
- (g) death or personal injury resulting from our negligence;
  - (h) fraud or fraudulent misrepresentation;
  - (i) any other liability that cannot be excluded or limited by English law.
- 5.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL KCOM OR ITS PARENT, AFFILIATE OR SUBSIDIARY COMPANIES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS OR LICENSORS, EVEN IF ADVISED OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE, BE LIABLE FOR (A) ANY CLAIMS, LOSSES OR DAMAGES ARISING EITHER DIRECTLY OR INDIRECTLY FROM THE USE OF, OR THE INABILITY TO USE, THE PRODUCT FOR EMERGENCY CALLS TO EMERGENCY SERVICES AND FOR CALLS FOR THE PURPOSE OF OBTAINING ASSISTANCE, HELP OR AID IN THE EVENT OF ANY EMERGENCY, OR (B) ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, CLAIMS OF THIRD PARTIES, OR FOR LOSSES DUE TO LOST PROFITS, INCOME OR SAVINGS, WORK STOPPAGE, OPPORTUNITY COSTS, LOSS, THEFT OR CORRUPTION OF DATA, COMPUTER FAILURE OR MALFUNCTION OR LOSS OF USE OF FACILITIES OR EQUIPMENT OR OTHER INTANGIBLE LOSSES.
- 5.3 KCOM AND ITS SUPPLIERS' AND LICENSORS' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE MANUFACTURE, SALE OR SUPPLYING OF THE PRODUCT OR THE USE, OPERATION OR INSTALLATION OF THE PRODUCT, BASED ON ANY CAUSE OF ACTION OR LEGAL THEORY, INCLUDING WITHOUT LIMITATION WARRANTY, CONTRACT, TORT (REGARDLESS OF THE DEGREE OF FAULT), INFRINGEMENT AND STRICT LIABILITY, SHALL NOT EXCEED TEN POUNDS (£10).
- 5.4 INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS KCOM AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SUPPLIERS AND LICENSORS, FROM ANY AND ALL THIRD PARTY CLAIMS, LIABILITY, DAMAGES, EXPENSES AND COSTS (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES) ARISING FROM (A) YOUR USE OF THE PRODUCT, (B) YOUR NEGLIGENCE, FRAUD OR WILFUL



MISCONDUCT, (C) YOUR VIOLATION OF THIS AGREEMENT OR ANY APPLICABLE LAW, RULE OR REGULATION OR (D) YOUR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT OR OTHER RIGHT OF ANY PERSON OR ENTITY. YOU AGREE TO NOTIFY KCOM IMMEDIATELY OF ANY SUCH BREACH, VIOLATION OR INFRINGEMENT KNOWN TO YOU.

- 5.5 You accept responsibility for the selection of the Product to achieve your intended results and acknowledge that the Product not been developed or designed to meet or support any individual requirements you have, including any particular cybersecurity requirements you might be subject to, or any regulated activity that you may be engaged in (each a Regulated Activity). If you use the Services for any Regulated Activity you agree to comply with any requirements that apply to such Regulated Activity from time to time (including in any jurisdiction in which you operate or where the Regulated Activity is undertaken) and you shall defend, indemnify and hold us harmless against any loss or damage (including regulatory fines or penalties) costs (including legal fees) and expenses which we may suffer or incur as a result of your breach of this clause 5.5.
- 5.6 KCOM makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the Product or any content.
- 5.7 KCOM accepts no liability for any third party content accessed via the Product.
- 5.8 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Product. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Product which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## **6. TERMINATION**

- 6.1 We may terminate this Licence immediately by written notice to you:
- (a) at any time, for any reason or no reason; or
  - (b) if you breach this Licence.
- 6.2 On termination for any reason:
- (a) all rights granted to you under this Licence shall cease;
  - (b) you must immediately cease all activities authorised by this Licence; and
  - (c) you must immediately and permanently delete or remove the Product from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Product and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **7. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 7.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Product and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in <https://www.kcom.com/privacy-notice/> and it is important that you read that information.
- 7.2 We may share your personal data with our licensor for fault resolution/troubleshooting purposes.
- 7.3 The information shared with us on mobile devices will generally include a unique identifier provided by the application store that you downloaded the client from.
- 7.4 We will receive data about your call records for billing purposes.
- 7.5 By using the Product you acknowledge that you have read the privacy policy and that you will periodically check to receive any updated terms. You also acknowledge that information collected about you under the privacy policy may include, but is not limited to, technical, diagnostic and/or personally identifiable information about you, your systems, your location and your use of Product.



## **8. ADDITIONAL TERMS FOR APPLE IOS USERS**

- 8.1 References in this Agreement to KCOM may include KCOM's suppliers and licensors but do not include Apple, Inc. ("Apple"). In the event of any conflict between Section 4 and the provisions of this Section 8, Section 4 will prevail except in respect of Apple's rights and responsibilities. This Section 8 does not expand KCOM's liability or obligations to you beyond that required elsewhere in this Agreement or by applicable law.
- 8.2 This Agreement is concluded between KCOM and you only, and not with Apple. KCOM, and not Apple, is solely responsible for the Product and its content.
- 8.3 The License granted in Section 1.1 of this Agreement is solely for use on an Authorized Device in accordance with this Agreement and the Store Usage Rules. "Authorized Device" refers to any Apple iPhone or iPad that you own or control. "Store Usage Rules" refers to the "Usage Rules" set forth in Apple's App Store Terms of Service, currently posted at <http://www.apple.com/legal/itunes/us/terms.html>, as it may be amended by Apple from time to time.
- 8.4 In the event that applicable law requires that maintenance or support services be provided to you for the Product, KCOM will be solely responsible for providing the services. You and KCOM acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Product.
- 8.5 Sections 4 and 5 of this Agreement disclaims all warranties to the maximum extent permitted under applicable law, but to the extent not effectively disclaimed, if any, KCOM and its licensors will be solely responsible for any warranties in respect of the Product. In the event of any failure of the Product to conform to any such applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Product (if any) to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Product, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be KCOM's sole responsibility.
- 8.6 You and KCOM acknowledge that KCOM and its suppliers and licensors, not Apple, are responsible for addressing any claims of yours or of any third party relating to the Product or your possession and/or use of the Product, including, but not limited to: (a) product liability claims; (b) any claim that the Product fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- 8.7 KCOM and you acknowledge that, in the event of any third party claim that the Product or your possession and use of the Product infringes that third party's intellectual property rights, Apple will not be solely responsible for the investigation, defence, settlement, and discharge of any such intellectual property infringement claim.
- 8.8 KCOM and you acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of this Agreement and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary.

## **9. OTHER IMPORTANT TERMS**

- 9.1 You shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Product, including those related to data privacy, international communications and the transmission of technical or personal data.
- 9.2 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 9.3 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 9.4 This Licence, terms of the agreement for the supply of Complete Comms services between KCOM and you and any other document expressly referred to in this Licence constitutes the entire agreement between us and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between us, whether written or oral, relating to its subject matter.
- 9.5 You acknowledge that in entering into this Licence you do not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence.
- 9.6 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence.



- 9.7 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 9.8 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 9.9 Each of the conditions of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 9.10 You represent and warrant that you: (a) are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge that the Product may be subject to the export and import laws of the U.S. and other countries. You agree to comply with all international and national laws that apply to the Product, including the U.S. Export Administration Regulations and all end-user, end-use and destination restrictions issued by U.S. and other governments.
- 9.11 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.