

General Terms and Conditions of Delivery of CallFactory

1 General

1.1 In these General Terms and Conditions the following definitions apply:

Application Form:

A form drawn up by CallFactory by which the Client requests CallFactory to provide services under the conditions set out therein;

Equipment:

All equipment and/or Services made available by CallFactory in the context of the performance of the Agreement, as specified in the Application Form;

CallFactory:

CallFactory is a trade name of Call Factory Ltd., registered under BG201938261;

Client:

A natural person or legal entity, acting in the course of its trade, business or profession, with whom CallFactory has concluded an agreement;

Client Codes:

Any unique code or number provided by CallFactory to the Client to give the Client access to the services to be provided by CallFactory;

Services:

The services to be provided by CallFactory as specified in the Application Form;

Service Provider: a network or other service provider used by CallFactory in the performance of the Agreement;

Agreement:

The agreement between the Client and CallFactory concluded in accordance with article 2.1 and any subsequent and/or resulting agreements;

Terms:

These general terms and conditions of CallFactory relating to the provision of Services.

1.2 The Terms, together with the specifications set out in the Application Form and/or on the website www.callfactory.co.uk, together form the Agreement.

1.3 The Terms also apply to every Agreement whose duration has been determined in accordance with article 2.2 of the Terms.

2 Formation and duration of the Agreement

2.1 An Agreement is only concluded once CallFactory has accepted the Application Form completed by the Client.

2.2 The Agreement is entered into for a minimum term of one (1) month and thereafter continues for an indefinite period. Either party may terminate the Agreement subject to a notice period of one (1) month, provided that the Agreement does not end before the minimum term has expired. Notice of termination may be given in writing or digitally (for example by email).

2.3 CallFactory is not obliged to accept the Application Form completed by the Client. If CallFactory does not accept the Application Form, the Client shall not be entitled to any compensation.

2.4 Electronic contracting: The Client agrees that the Agreement, orders and changes may be concluded electronically (for example via the website, the customer portal or by email) and that invoices, notices and other communications are provided electronically. Consent or a signature given electronically has the same effect as a handwritten signature, to the extent permitted by law.

2.5 No emergency calls: Unless agreed otherwise in writing, the Services are not intended or suitable for handling emergency calls (such as 112 or 999). The Client is responsible for having another way to reach the emergency services.

2.6 No callback applications: The phone numbers provided by CallFactory may not be used for callback applications.

2.7 Local regulations: The Client is responsible for checking whether the use of the Services, including internet telephony and call forwarding, is permitted in the country where the Client is established or uses the Services. The Client indemnifies CallFactory against damage and costs resulting from use in breach of local laws or regulations.

2.8 Documents and verification: Under local regulations for phone numbers or laws to prevent fraud, money laundering and terrorist financing, CallFactory may ask the Client to provide documents and information, such as an extract from the commercial register, proof of address or an identity document of the representative. CallFactory may postpone the activation of phone numbers until this verification has been completed.

2.9 Refusal: In addition to article 2.3, CallFactory may in any case refuse an application or order if the information provided is incomplete, if there is reason to doubt its accuracy or it is not supported by the requested documents or authorisation, or if there are indications of fraud, bankruptcy or insufficient ability of the Client to meet its payment obligations.

2.10 Business customers only: The Services are offered exclusively to Clients acting in the course of their trade, business or profession. By entering into the Agreement, the Client declares that it is not a consumer. CallFactory may refuse an application from a consumer and may terminate with immediate effect any Agreement that turns out to have been concluded with a consumer. Because the Services are provided exclusively to business customers, the European Accessibility Act (Directive (EU) 2019/882, as implemented in national law) does not apply to the Services. CallFactory may update these Terms if this changes in the future.

3 Description and modification of Services

3.1 CallFactory has the right to adjust or replace the Services, provided this does not result in a deterioration of the Services it offers. The Client will be informed of such change as soon as possible.

3.2 The Client guarantees to CallFactory that the Services offered by CallFactory will not be used in breach of the regulations of KPN Telecom BV, STIC, the ACM (Netherlands Authority for Consumers and Markets) or the competent national telecommunications regulator in the country of the number concerned (such as Ofcom in the United Kingdom), any (semi-)governmental body, international network provider or telecommunications service provider entitled to carry out its activities under an authorisation, licence or registration.

3.3 CallFactory does not guarantee that the service will be available continuously or without disruption. CallFactory will endeavour to investigate disruptions reported by the client within a reasonable period, to remedy them where possible and to inform the client thereof (by telephone). If a disruption is caused by improper or incorrect use by the client, CallFactory may recover the costs incurred to remedy the disruption from the client.

3.4 Except in emergencies, CallFactory will notify the Client in writing at least three days in advance if CallFactory needs to carry out work to prevent or resolve a disruption in the provision of Services.

3.5 To provide the service, CallFactory may use any service provider it considers suitable. Subject to the provisions of article 5, the client authorises CallFactory to provide service providers with all data, notices and other authorisations that CallFactory considers necessary to provide the service.

3.6 Right to use phone numbers: The allocation of a phone number only gives the Client the right to use the number for the duration of the Agreement, not ownership of the number. When the Agreement ends, this right of use lapses and CallFactory may reissue the number, unless the Client transfers the number to another provider in time, to the extent that number porting is legally possible.

3.7 Traffic risk: The Client is responsible for the costs of all calls via its phone numbers, including call forwarding costs and the costs of toll-free numbers (such as 0800 or 900 numbers), even if this traffic is unexpected, unwanted or fraudulent, such as artificially generated traffic. CallFactory may restrict or suspend the service in the event of unusual traffic to prevent damage, but is not liable for costs incurred before such traffic was detected.

3.8 Acceptable use: The Client uses the Services only in accordance with applicable laws and regulations. The Services may not be used for unsolicited commercial communications (spam), telemarketing without the required consent, automated mass calling (robocalls), distributing unlawful, misleading or offensive content, or infringing the rights of third parties. The Client indemnifies CallFactory against third-party claims resulting from use in breach of this article.

3.9 The Client's users: The Client is responsible for the use of the Services by its employees, customers and other third parties to whom it makes the Services available, and ensures that they comply with these Terms.

4 Payments and deposits

4.1 Each month CallFactory invoices the Client for the calls and Services provided in the preceding calendar month by sending an invoice to the Client. Subscription fees are charged in advance. The Client must pay the invoice within fourteen days of the invoice date by direct debit or by transferring the amount to a bank account designated by CallFactory.

4.2 CallFactory's records are decisive for determining the amounts owed by the Client and constitute conclusive evidence, unless it is demonstrated that these records are incorrect.

4.3 CallFactory has the right to change its rates. The Client will be notified at least thirty days before the intended change. If CallFactory changes the agreed rates within three months of the date of the Agreement, the Client may, if it does not agree with the rate change, dissolve the Agreement.

4.4 If the Client has not paid an invoice within the payment term, the Client will first receive a payment reminder with a reasonable period in which to pay. If payment is still not made after that, the Client owes statutory (commercial) interest on the outstanding amount from the due date, and CallFactory may charge reasonable collection costs, up to no more than the extrajudicial collection costs permitted by law.

4.5 All prices quoted by CallFactory are exclusive of VAT unless stated otherwise.

4.6 CallFactory may require the Client to provide a guarantee or bank guarantee or to pay a deposit as security for the Equipment and/or the Client's payment obligations. When CallFactory no longer considers the security necessary, or the Equipment for which the guarantee was given has been returned in good condition, CallFactory will return the security to the Client without interest.

4.7 In the event of one or more of the situations referred to in 9.2 (e) to (h), CallFactory's obligation to pay out on 090x traffic lapses automatically.

4.8 If a service provider and/or carrier does not pay out the 090x traffic revenues, CallFactory is not obliged to pay out, or advance, this 090x traffic.

4.9 Monthly direct debit of the amounts due is only possible with your consent. Please enter your bank account details and sign the form. If you do not agree with a debit, you have one month to instruct your bank to reverse it. You may also stop the direct debit because you are moving or the contract is terminated; in that case you must notify CallFactory.

4.10 When paying by direct debit, the Client must ensure sufficient funds are available in the designated bank account. In the event of a reversed debit, CallFactory is entitled to charge €10 in administration costs. In the event of a reversal, the Client must pay the invoices immediately by other means.

4.11 Invoice disputes: The Client must raise any objection to an invoice by email immediately after receipt, and in any event before the due date of the invoice, stating the reason. After the due date, the invoice is deemed to have been accepted by the Client. An objection does not suspend the obligation to pay the undisputed part of the invoice. If an objection proves justified, CallFactory will credit the amount concerned.

4.12 Obvious errors: Obvious mistakes or typing errors in quotations, price quotes or invoices do not bind CallFactory and may be corrected by CallFactory.

5 Information, protection of personal data and confidentiality

5.1 The Client shall provide CallFactory with all information and/or authorisations required for the provision of the Services. The Client authorises CallFactory to officially register the numbers requested by the Client in the numbering registers of the ACM (Netherlands Authority for Consumers and Markets) or of the competent national telecommunications regulator in the country of the number concerned (such as Ofcom in the United Kingdom).

5.2 CallFactory does not collect more data from the Client than necessary for proper service provision and business operations. The collected data of the Client are used, within the limits of the statutory regulations, only in the context of CallFactory's service provision and business operations. The Client's data are not kept longer than proper service provision and business operations require or than is legally required.

5.3 Complaints and authorities: In the event of a complaint or request from a regulator, government body or telecommunications provider about the use of one of the Client's phone numbers, CallFactory may provide the Client's name, address and other relevant details to that party, to the extent permitted by law. The Client will cooperate with any such investigation.

6 Client Codes

6.1 The Client is assigned a client code that is intended exclusively for this Client and may not be transferred to a third party. The Client is responsible for the use and for the consequences of any misuse of the client code. If the Client suspects that an unauthorised person is using its client code, the Client must inform CallFactory immediately. CallFactory will ensure as soon as possible that access to the Services with this client code is no longer possible.

7 Liability

7.1 CallFactory excludes liability for damage and/or costs (including consequential damage and indirect damage such as business interruption and loss of profit) arising from the performance of the Agreement. CallFactory excludes liability for damage resulting from personal accidents, damage arising from liability of third parties towards the Client, or damage resulting from services put on the market by the Client.

7.2 Only if the exclusion referred to in article 7.1 is contrary to the law or to reasonableness and fairness does CallFactory accept liability up to a maximum amount of once the average monthly invoice calculated over the last three months preceding the event causing the damage.

7.3 CallFactory limits and/or excludes its liability towards the Client for services purchased from third parties (including (inter)national network providers or other telecommunications service providers licensed by the government) in the same way as these third parties limit or exclude their liability towards CallFactory.

7.4 The exclusion or limitation of liability is also stipulated for the benefit of CallFactory's employees.

8 Force majeure

8.1 If CallFactory is prevented by force majeure of a permanent or temporary nature from (further) performing the Agreement, CallFactory is entitled, without any obligation to compensate damage and without judicial intervention, to dissolve the Agreement in whole or in part by means of a notification to that effect. This right applies without prejudice to CallFactory's right to payment by the Client if CallFactory has already performed before the force majeure situation arose.

8.2 Force majeure includes, among other things, any measure or regulation of any government, government body or body with powers derived from the government that restricts or entirely prevents access to the infrastructure.

8.3 CallFactory may furthermore invoke the force majeure clauses of third parties it engages for the delivery of the agreed services in the same way as these third parties invoke force majeure under their own general terms and conditions.

9 Termination, interruption or modification

9.1 CallFactory may temporarily take the service out of operation or restrict its use if this is considered desirable or necessary for carrying out maintenance work.

9.2 CallFactory may terminate, interrupt, suspend or restrict the provision of the service with immediate effect:

- (a) to safeguard the security or integrity of the network of CallFactory or a service provider;
- (b) if the client fails to meet its payment obligations or otherwise fails to fulfil its obligations under the agreement, or if CallFactory may reasonably assume that the client will fail to do so;
- (c) if the client does not use the service for twelve (12) consecutive months;
- (d) if CallFactory, having made efforts to do so, cannot reach the client at the address or telephone number provided by the client;
- (e) if there is misuse or improper use of one or more of the client's phone numbers. Some forms of misuse and improper use are:
 - if call traffic to a particular Phone Number is generated exclusively from one fixed location, or a very limited number of fixed locations, in a geographical sense;
 - if it appears that traffic to a particular Phone Number can be traced to call traffic in which it can be established that the identity of the caller(s) does not match the

personal data provided by the caller(s) to the operator;

- if calling behaviour to a particular Phone Number leads to high usage by one and the same mobile or fixed number, or to high usage by a very limited number of fixed or mobile numbers;
- if it appears that call traffic to a particular Phone Number has not led to the correct rates being charged to the caller(s) due to deliberate misuse of errors in the billing system or in the charging engine of the mobile or fixed operator;
- if it appears that larger numbers of 'calls' with a 'call duration' of less than 20 seconds per call are made to a particular Phone Number and it is established that no service is provided to the caller(s) within that time;
- if it appears that call traffic to a particular Phone Number is generated with mobile numbers for which it can be established that a possibility to call 'free of charge' has been created by manipulating the settings of the SIM card;
- if it is established that a Phone Number is not being operated in accordance with the standards set by STIC;
- if it can be established that a business relationship exists between the caller(s) and the Number Holder. In other words, the caller is the Number Holder or is (in)directly used by the Number Holder to lend his/her identity (whether or not for financial compensation) for taking out Subscriptions that are then used almost exclusively for calling the Number Holder's Phone Numbers;

Other forms of misuse or improper use not included in the list above also lead to immediate termination or suspension of the service.

(f) if the client uses a "dialer" without the written consent of CallFactory;

(g) if the client uses a "call generator" without the written consent of CallFactory;

(h) if CallFactory reasonably suspects fraud or misuse, if the client has provided incorrect or incomplete (company) details, if the client does not (timely) cooperate with an identity or business verification (KYC), or if, in CallFactory's reasonable opinion, continuing the service is or may be harmful to CallFactory's reputation or contrary to laws or regulations. In these cases CallFactory may also terminate the Agreement with immediate effect, without being liable for any compensation.

9.3 CallFactory will endeavour to inform the client in advance (by telephone), observing a reasonable period, of the termination, interruption, suspension or restriction of the provision of the service pursuant to the previous paragraph. In the cases referred to under 9.2 (e) to (h), the service will be disconnected immediately upon detection and the client will be informed thereafter.

9.4 CallFactory has the right to adjust or replace the services, provided this does not result in a deterioration of the services it offers. The client will be informed of the change as soon as possible.

10 Transfer

10.1 The Client is not permitted to transfer the rights and/or obligations arising from the Agreement to a third party without the prior written consent of CallFactory, nor to contribute them to any partnership or company, however named. CallFactory may transfer all its rights and obligations under the Agreement (i) to a group company, (ii) pursuant to the sale and transfer of all or substantially all of CallFactory's assets, or (iii) pursuant to a financing, merger or reorganisation of CallFactory.

10.2 The content of the Agreement and the Terms may only be deviated from by written agreement between the parties.

10.3 If the Client wishes to change the name in which the contract with CallFactory is held and/or the holder of the number, it must provide original data from the Commercial Register no older than 6 weeks, so that the identity of the contracting party can be established.

11 Application of the Terms

11.1 The Terms apply to, and are deemed to form part of, the Application Form and the Agreement.

11.2 If the Client's general terms and conditions have also been declared applicable to any other Agreement, the Terms prevail in the event of conflict.

11.3 If any provision of the Agreement and/or the General Terms and Conditions is declared wholly or partly invalid by a court judgment, the Agreement and the General Terms and Conditions shall otherwise remain in force, and the invalid provision shall be deemed to be replaced by a valid provision whose effect corresponds as closely as possible to the intention of the parties.

11.4 Notices: Notices under the Agreement, including invoices, may be sent by email to the email address provided by the Client. The Client ensures that this email address is kept up to date and notifies CallFactory of any change without delay.

12 Governing law

12.1 Dutch law applies to all quotations, order confirmations, the Application Form, the Agreement and the Terms.

12.2 Disputes between the parties arising from the Agreement or the Terms shall be settled exclusively by the competent court in The Hague.