

ORB Telemedia Ltd, residential VoIP services, Terms and Conditions of Use.

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ORB Telemedia Ltd
Incorporated and registered in UK
Company number (SC) 400380
Registered office: 38 Winton Crescent, Glasgow, G72 0QN

All use is subject to our Terms and conditions, which are subject to change without notice. This Web Site is operated by ORB Telemedia Ltd ("We", "Us" and "Our", as appropriate in the context).

Acknowledgement

By using the Service, purchasing software or other products, you signify your irrevocable acceptance of these Terms of Use. You also agree to ensure that anyone who uses this account and/or software, also abides by the Terms of Use. ORB Telemedia Ltd has the right to revise the Terms of Use at any time without providing notice to its users.

Rule Modification

Periodically, changes in the terms may be required to comply with regulatory or business requirements, such changes will be published on the company website (www.orb-telemedia.com), and notifications may be sent to you via email, depending on the nature of the change. Continued use of ORB Telemedia Ltd products and services both before and after such changes, signifies irrevocable acceptance to the Terms of Use. ORB Telemedia Ltd reserves the right to change, modify, suspend or discontinue any portion of the Service at any time. ORB Telemedia Ltd may also impose limits on certain features or restrict your access to parts or the entire Service without notice or liability.

Eligibility

The Service is available to individuals who are eighteen (18) years of age or older as well as corporations and other organizations who can form legally binding contracts under applicable law. By accepting these Terms, you signify that you meet these qualifications of eligibility. ORB Telemedia Ltd may refuse to offer the Service to any person or company, and may change our criteria for eligibility, at any time, at its sole discretion. ORB Telemedia Ltd retains the right to terminate your account and your rights to use the ORB Telemedia Ltd products and services for any reason including but not limited to our belief or suspicion that any registration data you provide is or becomes untrue, inaccurate, not current, or incomplete.

Service Modification

ORB Telemedia Ltd cannot guarantee that the service will be uninterrupted or free of faults. At times ORB Telemedia Ltd may need to suspend service to correct a fault or for maintenance purposes. If this happens ORB Telemedia Ltd will restore the service to you as quickly as reasonably possible. ORB Telemedia Ltd reserves the right to modify or discontinue service, temporarily or permanently, with or without notice to you, and ORB Telemedia Ltd are not obligated to support or update our service. ORB Telemedia Ltd will not be liable to you or any third party in the event that ORB Telemedia Ltd exercises our right to modify or discontinue service.

Use of Service

By accepting these terms, you are agreeing NOT to allow through your actions, or those of another, the use of services from ORB Telemedia Ltd for unlawful or illegal purposes; including but not limited to making offensive, indecent or prank/hoax calls, allowing others to do so, using the services fraudulently, to commit or further a criminal offence. You are agreeing NOT to cause damage to this or any other communication or data system, and you fully indemnify ORB Telemedia Ltd against any liabilities (including such things as legal expenses, losses, costs, claims and damages), brought about by your action or inaction in violation of this agreement. You may NOT submit or publish through ORB Telemedia Ltd any materials that are libelous, defamatory, pornographic, an invasion of privacy, obscene, abusive, illegal, racist, offensive, an infringement on any intellectual property rights of a third party or would otherwise violate the rights of any third party. You will comply with all reasonable instructions provided by ORB Telemedia Ltd in relation to the service.

Charges & Billing

You will be charged for all calls from the supplied service numbers carried using the VoIP Service (whether such calls were made with your authority or not) based on the rates specified on the Rate Card or package bundle chosen at the time of opening your account. All Rates and bundle offers are subject to change without Notice at anytime.

ORB Telemedia Ltd will bill you on a monthly basis for any recurring services and amounts will be directly deducted from your prepaid balance. If you do not maintain a positive balance, your service will be suspended. If your service remains in a negative balance or has an expired balance and/or is suspended for more than 30 Days, ORB Telemedia Ltd reserves the right to cancel any services and return any numbers for reallocation. Any outstanding Balance by the customer must be paid to ORB Telemedia Ltd immediately

Payment and top ups must be made in full by prepaid card/voucher, credit card, direct

debit, bank transfer or other methods permitted by ORB Telemedia Ltd. ORB Telemedia Ltd will expire / block any existing credit if the account has been terminated or suspended. Expired / Blocked Credit is not refundable under any circumstances.

Reliance on other networks

You acknowledge that the service may rely upon the operation of Supplier Networks operated by other Carriers and any such services provided by other Carriage Service Providers (such as the customer's internet service). You further acknowledge that ORB Telemedia Ltd is unable to guarantee the operation of and the use of the service through 3rd party Supplier Networks or other carriers and their services. Any failure of a service caused by another 3rd party network is beyond the control of ORB Telemedia Ltd and ORB Telemedia Ltd will not be responsible, or liable to you, for such failures.

Emergency Services

Emergency services will only work if your emergency address is within UK. Foreign emergency services in other countries may also be available upon request.

In order to be able to contact the emergency services from your ORB Telemedia account, you need to have completed all checks required under due-diligence process, you also need to request the service to be enabled. Please be sure to submit your correct and valid UK address as foreign addresses are not accepted.

ORB Telemedia Ltd will verify and validate your UK emergency address. This process can take a few days and you will receive an email confirming that the emergency call service has been activated if your emergency location has been validated.

Please be informed of the following limitations of VoIP originated Emergency Calls: VoIP application requires a power source and enabled internet connection to make 999 calls.

When making a VoIP originated Emergency Call you are required to confirm/provide your location to enable the correct Emergency Organisation to respond.

The VoIP originated Emergency Call may have to pass over the public internet where it will not receive the same network priority or quality assurance as an Emergency Call made on a mobile network or on a circuit-switched fixed line.

Do not make any test calls to "see if it works"

Term & Termination

The license for use of the online retail services is effective until terminated. You may terminate it any time by destroying the materials together with all copies thereof and

cease usage of your account and ORB Telemedia materials. This license will terminate upon conditions set forth elsewhere within this Terms of Use or if you fail to comply with any term or condition of this Terms of Use. In such event, no notice shall be required by ORB Telemedia Ltd to effect such termination. Upon termination of this Terms of Use, you agree to destroy the materials together with all backup copies, modifications, printed or written materials, and merged portions in any form.

ORB Telemedia Ltd may immediately terminate this agreement if there is adverse publicity against ORB Telemedia Ltd in connection with the Customer's services or the Customer engages in Fraudulent Activity

Termination, suspension, or expiry of this Agreement for any reason shall be without prejudice to any of each party's respective rights and obligations accruing up to and including the date of such termination, suspension or expiry.

If a Customer's account is inactive for a period of ninety (90) consecutive days, then ORB Telemedia Ltd reserves the right to expire the Customer's account and all Customer funds will become the property of ORB Telemedia Ltd. Notification of expiration will be made prior to and on the day of the suspension of Services - a customer can prevent an account being rendered inactive simply by placing or receiving calls.

Force Majeure

Neither Party shall be responsible nor liable for any obligations (except for the obligation to make payment when due) arising out of, in connection with or relating to any matter occasioned by or due to fire, flood, water, the elements, acts of God, war and threat of imminent war, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond such Party's reasonable control.

Limitation of Liability

In no event shall ORB Telemedia be liable for any indirect, incidental, consequential, exemplary, punitive, reliance or special damages, or for any loss of revenue, profits, use, data, goodwill or business opportunities of any kind or nature whatsoever, arising in any manner from the Services. ORB Telemedia shall not be liable for any damages, whether direct or indirect, caused by services or equipment that is not furnished or managed solely by ORB Telemedia. The Parties acknowledge that the limitations on liability set out in this clause have been negotiated between the Parties and are regarded by the Parties as being reasonable in all circumstances.

ORB Telemedia Ltd will not be liable to you either in contract or tort (including negligence) or otherwise for any damage, cost or expense, loss of or corruption of data, loss of profits or production, loss of operational time, goodwill, contracts or anticipated savings or any indirect or consequential loss caused by the interruption, delay, suspension, non-delivery, packet loss caused by the interruption of the services the downloading or use of the software or any event beyond our control including the act of any network operator or third party. ORB Telemedia Ltd expressly excludes any warranty as to the suitability, quality or reliability of the services or the software that they will be fit or suitable for your purposes. You agree that the limitation of liability in this agreement is appropriate. These limitations do not restrict or limit your rights as a consumer. You may contact ORB Telemedia Ltd at any time by email at the address given on the website www.orb-telemedia.com If a court of competent jurisdiction holds any part of this agreement as unenforceable then the rest of the agreement shall remain in force to the maximum extent permissible by law. ORB Telemedia Ltd shall not be liable to You for the loss of the services caused by an event beyond our reasonable control including but not limited to any fault in or suspension of the network of any third party, any act of God, lightning damage, fire, power failure or any loss or change to or loss of telecommunications equipment or any act of any authority or third party.

No Warranty

Except as specifically set forth herein, ORB Telemedia makes no warranty to Customer or any other person or entity, whether express or implied or statutory, as to the description, quality, merchantability, non-infringement, completeness or fitness for a particular use of any of the Services, all such warranties hereby being expressly excluded and disclaimed.

Indemnity

Customer shall indemnify and hold harmless ORB Telemedia and all of its officers, agents, directors, shareholders, subcontractors, subsidiaries, employees and affiliates from and against any claim, cost, damage, demand, liability, loss, penalty, proceeding and reasonable attorney's fees imposed upon ORB Telemedia by reason of any claims or damages arising out of or related to: (i) Customer's own customers, end users or subscribers use of the Services; (ii) any fraudulent use of the Services, including but not limited to Fraudulent Calls and Artificially Inflated Traffic; (iii) any other act or omission by the Customer, including without limitation breach of any material obligation herein; and (iv) Customer's or any of its affiliates violation of the Anti-Bribery clause below. Customer will not settle any claims, demands, suits, proceedings or actions without ORB Telemedia's prior written consent, which consent shall not be unreasonably withheld or delayed.

Anti-Bribery

Customer hereby represents, warrants and covenants that it will not, under any circumstances, and at all relevant times, make, or cause or authorize any third party acting on its behalf to make, directly or indirectly, any prohibited bribes, offers, promises or payments of money, or anything of value, to any foreign official (including but not limited to government officials, government employees, any political party or political party official, any candidate for political office, or any person otherwise acting in an official capacity) pursuant to all applicable laws (including but not limited to any local anti-bribery laws), or any other third party, for the purpose of influencing such party's acts or decisions or in order to obtain or retain business or secure an unfair business advantage for Customer in performing its duties and obligations hereunder. Customer expressly agrees that its use of the Services is the result of arms-length negotiations, and that it has not entered into these terms of use with a corrupt motive to obtain or retain business or to secure an unfair business advantage. Customer warrants and undertakes that it shall, at all times, keep and maintain accurate and up to date accounting records to ensure that all transactions relating to the Services are sufficiently documented.

Governing Law/Dispute Resolution

These terms of use and the relationship between the Parties hereto will be governed by the Laws of Scotland and the Scottish Courts shall have non-exclusive jurisdiction in any disputes between you and us. However, ORB Telemédia, in its sole discretion, can take any legal action against the client in the country where he has his legal presence, under the law governing this country.

Revision 1.0

25th August 2014