

KIT Terms Of Service –22 May 2020 (V1.4)

Please read carefully the Terms of Service below which describe how Kit provides services to you. If you have any questions about our Terms of Service please call our customer care team on 03330151511 (or such other telephone number as may be posted on our web site from time to time).

Introduction

The Agreement sets out the terms on which Fidelity Group Limited trading as Keep in Touch (**Kit**) agrees to provide its voip services including those services, features or functionality provided by means of mobile applications (**Service**) to you. This Agreement applies only to the Kit box and Kit mobile application to customers on Kit call plans. This Agreement commences on the date that Kit first accepts your order.

The Agreement comprises of (i) the Customer Information; (ii) the Service Information (iii) these Terms of Service; (iv) our call plans and features which are available at www.keep-in-touch.uk; and (v) any [Terms of Installation](#). Orders for the Service are accepted at our sole discretion.

The expressions, "Kit", "we" and "us" and "our" mean Fidelity Group Limited trading as Keep In Touch (company number 6765669), whose registered office is at c/o Teacher Stern LLP, 37/41 Bedford Row, London, WC1R 4JH. The expressions "you" and "your" mean you the customer.

1. Essential Service Information

1.1 By signing up to the Service you understand and agree that the Service may not offer all of the features you may expect from a traditional phone line and may sometimes be unavailable as a result of things over which we have no control, for example, power disruptions and failures of your internet service provider (ISP), broadband connection or mobile network where you are using a mobile application. You must maintain your broadband connection in order to use the Service or, for certain mobile applications, a WIFI or other data connection (e.g. 3G/4G) which we do not provide. Certain of our Services may be used with devices such as wireless telephones, mobile telephones, smartphones, PDAs, tablets or pads which we may or may not provide.

1.2 If the Service is fully operational, 999/112 public emergency call services can be accessed from within England, Wales, Scotland and Northern Ireland. However, you understand and acknowledge that there may be some limitations as set out in the following paragraphs.

1.3 If you use the Service outside England, Wales, Scotland and Northern Ireland you will not be able to call emergency services in the country where you are located. A line from another communications provider will be required to call emergency services outside England, Wales, Scotland and Northern Ireland.

1.4 If there is a Service outage for any reason, such outage may prevent access to 999/112 dialling.

1.5 For each phone line that you utilize with the Service, you must register with Kit the physical location where you will be using the Service. Your initial location will be registered as a part of subscribing to the Service. It is your responsibility to maintain the accuracy of your location address via your online account if there are any changes. If you do not update us with changes, it may or may not be possible for emergency operators and authorities to identify your location and phone number when you dial 999/112. When you dial 999/112 you will need to state your location and phone number promptly and clearly, as emergency operators and authorities may not have this information.

1.6 Emergency operators and authorities may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to

tell them your phone number and/or if the Service is not operational for any reason. Emergency operators and authorities may also not be able to hold your line open in the event you hang up.

1.7 Kit mobile applications are not a replacement for your mobile service and you cannot make emergency 999/112 calls using our mobile applications. If you attempt to make a 999/112 call from a Kit mobile application the mobile application will close and the call will be placed over your mobile operator's network. However, this does not prevent you from using your mobile phone for making emergency 999/112 calls via your mobile operator as normal. If you dial an internationally recognised emergency service number while using a Kit mobile application, the Kit mobile application will close, the native dialler will be launched, and the call will be placed over your mobile operator's network. Neither your phone number nor your location will be made available to an emergency operator when dialling an internationally recognised emergency service number.

1.8 You agree to inform potential users of the Service of the above limitations and you understand and accept that you should always have an alternative means of accessing 999/112 emergency services.

1.9 If Kit suspends the Service you will still be able to dial 999/112.

1.10 Number portability may be unavailable with the Service and we do not take any responsibility for any delays or difficulties caused by third parties. If you wish to port your telephone number to Kit it is your responsibility to let us know when you sign up for the service. When we have the relevant details, we will execute a process to port your telephone number across to Kit. During this process you may be issued with a temporary telephone number. You can divert calls from your existing number to this temporary telephone number, but you will be responsible for any call charges connected with these diverts. The process of porting your telephone number should take approximately 10 working days to complete but may take longer depending on your current supplier.

1.11 If you port your telephone number from Kit to another provider, you may not be able to keep your telephone number. Furthermore, the Service and this Agreement will not be cancelled automatically and you will remain responsible for payment of all subscription charges and other charges under this Agreement for their full term. Upon completion of a number port away from Kit to another provider you will need to cancel this Agreement and your Service in accordance with clause 3.1 below.

2. Use of the Service, Suspension and Termination

2.1 You agree that you will use the Service in accordance with such instructions as we may notify to you from time to time and in accordance with any applicable laws and regulations. You are responsible for all activity and usage of the Service and for any breaches of this Agreement that may result. Any breach of security (for example, in connection with your username or password) must be notified to us immediately. To help avoid any unauthorised use of the Service it is your responsibility to choose a robust password combination and to change your password regularly. We shall have no liability for any loss or damage that may arise from your failure to choose a robust password combination or your failure to change your password regularly. You must ensure that the Service is not used, whether by you or by anyone else, for any unlawful or fraudulent purposes. You are responsible for all usage and charges on all devices and features including Kit phone(s) registered with Kit. You will bear the risk of loss and assume all liability arising from any prohibited, unauthorised or fraudulent usage of the Service. Any such prohibited, unauthorised or fraudulent use will be a material breach of this Agreement. You are responsible to secure all credentials used to access the Service, including credentials used by telephones or softphones and credentials used by end users or administrators, as well as the media access control (MAC) address of telephones used by you. You will not be excused from paying for the Service or any portion thereof on the basis that fraudulent calls and any charges associated therewith comprised a corresponding portion of the Service. In the event that Kit discovers fraudulent calls being made, you consent to Kit taking actions it deems reasonably necessary (including blocking access to particular calling numbers), without notice to you, to prevent such calls from taking place. You acknowledge and agree that Kit: (a) is under no obligation to investigate the authenticity of calls charged to your account; (b) is under no obligation to take action to prevent such calls from being made; and (c) is not liable for any fraudulent calls processed by Kit and billed to your account.

2.2 You may not use any automated means to manipulate the Service or use the Service to violate any law, rule, regulation or any third parties' intellectual property or personal rights. In particular, you agree that you will not use the Service nor allow others to use the Service:

2.2.1 to send a communication which is unlawful, harmful, threatening, defamatory, libellous, deceptive, abusive, obscene, offensive, harassing or racially or ethnically offensive, menacing or otherwise criminal in nature or in breach of any copyright, privacy or any other rights or any similar behaviour;

2.2.2 to impersonate another person;

2.2.3 to send bulk unsolicited messages;

2.2.4 to facilitate illegal activity;

2.2.5 to depict sexually explicit images;

2.2.6 in a way that promotes unlawful violence, discrimination based on race, gender, age, disability, sexual orientation, religion and belief, gender reassignment or any other illegal activities; and /or

2.2.7 in a way that in Kit 's reasonable opinion is likely to affect the quality of the Service or any other service provided by Kit.

2.3 Kit may remove or block all communications if Kit suspects a violation of this Agreement, or if Kit considers it necessary in order to protect the Service, or Kit, its parent, affiliates, directors, officers, agents, and employees from harm.

2.4 You agree that the Service is for your own personal use only. You represent and warrant that you will be the ultimate end user of the Service. You will not in any way re-sell, re-supply, license, permit or otherwise allow any third party to use the Service without receiving Kit's prior written consent, which may be withheld or conditioned in Kit 's sole discretion.

2.5 In some cases, Kit may utilise the public Internet and third party networks outside of its control in conjunction with the provision and maintenance of the Services and its websites. In such cases, Kit makes no representation that the Internet or any such third party network will adequately secure or protect your privacy or any end user's personal information, and Kit expressly denies any associated liability. Actions or inactions caused by these third-party networks can result in situations in which Kit customers' connections may be impaired or disrupted. Although Kit will use commercially reasonable efforts to remedy or avoid such events, Kit expressly disclaims warranties and any liability with respect to these third party networks or any disruptions that may occur thereon.

2.6 You must not reconfigure, copy, alter or tamper with any equipment, including but not limited to the Kit box, supplied to you for the purpose of accessing the Service ("Equipment"). If you reconfigure, copy, alter or tamper or have someone else reconfigure, copy, alter or tamper with the firmware or software in the Equipment or any Kit mobile application in any way that facilitates a compromise of our Service, you are responsible for any charges that result and damages incurred by Kit as a result. In the event that you do reconfigure or otherwise copy, alter or tamper with Equipment or any Kit mobile application, we reserve the right to withhold support and suspend or terminate the Service. The Equipment and any Kit mobile application must be kept and used in strict accordance with instructions issued by the manufacturer, developer or us and must not be used in conjunction with other equipment, software or mobile applications not approved by the manufacturer, developer or us. You are only permitted to use the Equipment and any Kit mobile application to connect to the Kit network.

2.7 You agree to notify us immediately by calling the Kit customer support line if Equipment used to access the Service is stolen or if you become aware of any unauthorised use of the Service. Failure to do so may result in

you being liable for any losses arising as a result of such unauthorised use and suspension or termination of your Service.

2.8 All information provided by you shall be true and accurate and will be relied upon by us for the provision of the Service.

2.9 If, at any time, the Service is affected or unavailable other than due to our fault you will continue to be billed for the Service.

2.10 Without prejudice to our rights to terminate this Agreement, we may immediately and without liability suspend the Service in the following circumstances: (a) if we reasonably believe you are in breach of any term of this Agreement or any other agreement with us; (b) if you abuse or threaten us, or a member of our staff; (c) if your use of the Service violates any applicable laws or regulations; (d) if we are legally required to suspend or terminate the Service in order to comply with applicable law or regulation including an order, instruction or request of government or other competent authority; (e) if your use of the Service poses a security risk to the Service or any third party or may subject Kit or any third party to liability; or (f) upon the occurrence or threat of any other event or circumstance for which Kit reasonably believes that suspension of Service is necessary to protect the Kit (or other third party) network, systems or customers. We may also suspend the Service if we are obliged to comply with an order, instruction or request of government or other competent authority.

2.11 Upon any suspension or termination by us, you are responsible for all charges under your call plan that would have been payable but for suspension or termination, including without limitation unbilled charges, applicable disconnection fees and other charges all of which immediately become due and payable including the cost of the Kit box which is chargeable at £75 to be refunded upon receipt of the Kit box in good working order within 7 days of termination. We may immediately charge these amounts to your debit or credit card. We may or may not agree to restore your Service. Before we agree to restore your Service a re-activation fee of £15 may be charged.

2.12 We can end this Agreement immediately upon notifying you by email if:

2.12.1 you breach this Agreement and fail to remedy the breach within a reasonable time specified in a written notice from us to do so;

2.12.2 you make, or offer to make, an arrangement with your creditors; you commit an act of bankruptcy; someone brings a petition, receiving order or administration order against you to make you bankrupt, you are a limited company and a resolution to wind you up is passed or a receiver or administrator is appointed over all or part of your assets. We can also end this Agreement if we consider any of these things or something similar may happen;

2.12.3 any regulatory change affecting our ability to offer the Service is introduced, including but not limited to any authorisation or licence under which we provide the Service expiring or being revoked.

2.13 We may terminate your Service at any time without liability to you if any underlying arrangement with other operators or suppliers is terminated for whatever reason.

2.14 We may terminate this Agreement and your Service at any time for convenience upon giving you not less than 30 days' prior written notice without liability to you. If we give notice of termination for convenience no disconnection fees will apply.

3. Cancellation

3.1 Kit bills in advance in regular recurring monthly cycles with invoices date the 5th of the month. When you sign up with Kit we will contact you and take a credit card payment for the first month's rental and the delivery and activation charge. You can cancel this Agreement in full, or some but not all of your lines and other

features of the Service, at any time for any reason by telephoning us on 03330151511 (or such other telephone number as may be posted on our web site from time to time) or by completing the Kit Account Termination Web Form. You can choose to cancel immediately or on a date up to 30 days in advance. Any monthly charges for the Service paid by you in advance will not be refunded to you upon termination. If you wish to port your telephone number away from Kit to another provider your account must remain active and, in accordance with industry number porting practice, process and procedure, you must not cancel this Agreement and your Service until the number port is completed. You will lose your number if you terminate this Agreement and your Service before the number port is completed. Where you are porting your telephone number away from Kit it is your responsibility to contact us by telephone or via the Kit Account Termination Web Form when the port is completed in order to cancel this Agreement and your Service. Kit will send you confirmation of your cancellation by email.

3.2 Provided you have not exercised your right of cancellation under clause 5 (30 day Money Back Guarantee), you may be charged any applicable disconnection fee being the total of the unbilled contract monthly charges for the remaining of the Minimum Term in respect of each line and other Service feature disconnected and you will be responsible for paying all charges under the applicable call plan including without limitation unbilled charges and other charges all of which immediately become due and payable. If a line or other Service feature is disconnected after 12 months following the activation date, the disconnection fee shall be equal to one additional full months' rental for each service cancelled.

3.3 The minimum term for the Services is 12 months from the Service Activation Date (Minimum Term) and the monthly charges apply for the Minimum Term. At the end of the Minimum Term, you will be charged at our standard 30 day term contract rate (published at www.keep-in-touch.uk).

3.4 Upon cancellation, termination or suspension of your service there are no refunds and you are responsible for all charges under your account that would have been payable but for cancellation, termination or suspension.

4. Charges and Payment

4.1 Billing will commence on the 5th of the month following the Service activation date. Billing will not be delayed due to your readiness to accept or use the Service. Charges for the Service will be billed in monthly cycles ("Billing Period"). Provision of the Service is conditional upon you paying all fees and charges applicable to the Service in accordance with this Agreement. We may suspend or terminate your Service at any time acting reasonably, if you fail to make any payment when it becomes due. You must pay all sums due by direct debit in full and you cannot set off, deduct or withhold any part of any sum you owe in respect of the Service. We publish all call plans, fees and charges (including details of shipping fees, activation fees, number change fees and applicable disconnection fees) at www.keep-in-touch.uk. The methods of payment accepted by Kit are direct debit only. Where VAT must be paid we have included it at the current rate. You agree that we shall provide you with an electronic modified VAT invoice showing the total amount due and the amount of VAT payable. All electronic VAT invoices are available by accessing your on-line account.

4.3 If your credit or debit card details change you must notify us immediately. Failure to do so may lead to suspension or termination of your Service.

4.4 Your initial order for the Service authorises Kit to charge your debit or credit card. The authorisation will remain valid until 30 days after Kit receives your written notice terminating Kit's authority.

4.5 We may at any time, impose a credit limit on your account and we may charge your debit or credit card for the full amount of charges incurred at any time and offset the amount credited against the full amount of charges due at the end of the Billing Period.

4.6 We may suspend or terminate your Service at any time acting reasonably, if you fail to make any payment when it becomes due. You must pay all sums due in full and you cannot set off, deduct or withhold any part of any sum you owe us. We reserve the right to charge for administration costs incurred in recovering any sum

you owe us and we reserve the right to employ debt collection agencies, to assign the right to collect your debt or to factor your debt to a third party for collection.

4.7 All subscription charges will be billed monthly in advance and all usage-based charges will be billed monthly in arrears, together with and any other charges which Kit decides to bill in arrears.

4.8 We can change the payment terms for any good reason, for instance, if you do not pay your bills on time.

4.9 You must notify Kit in writing within 14 days of invoice if you dispute any Kit charges. Billing disputes must be notified to billing@keep-in-touch.uk.

4.10 You must use the Service for normal, reasonable and personal use ("Permitted Use"). If you use the Service otherwise than for Permitted Use, we may at our sole option either suspend the Service immediately and offer you an alternative call plan or terminate the Service immediately. In the case of any termination you will be responsible for paying all charges under your applicable call plan including without limitation unbilled charges, applicable disconnection fees and other charges all of which immediately become due and payable. Each of the following will be considered when evaluating whether your behaviour is outside of Permitted Use:

4.10.1 persistent use by or for others who do not live with you;

4.10.2 use by others who are not registered Kit Extensions users;

4.10.3 frequent changes to telephone numbers registered for Kit Extensions;

4.10.4 operating a call centre;

4.10.5 telemarketing;

4.10.6 resale to others;

4.10.7 auto-dialing or fax/voice blasts;

4.10.8 use without making a live call;

4.10.9 unique numbers called;

4.10.10 different numbers called;

4.10.11 call forwarding/transferring; and

4.10.12 conference calling.

4.11 The examples of behaviour listed in clause 4.10 above are not intended to be exhaustive and we reserve the right to take into account other examples of behaviour that we may determine to be relevant when deciding whether or not your usage constitutes Permitted Use.

4.12 The Service is provided primarily for continuous live dialogue between two individuals. Lack of continuous dialogue activity, excessive conferencing or call forwarding will be considered indicators that use may be inconsistent with normal Permitted Use by other Kit customers.

4.13 Some call plans allow for the use of additional devices (such as personal computers, mobile phones, Kit Extensions phone number(s) registered with Kit or other Equipment) as part of that call plan. If you subscribe to a call plan which permits use of more than one device with the same line, your usage will be aggregated and assessed when evaluating whether your usage is outside of Permitted Use.

4.14 You may only use the Service for lawful and appropriate purposes. You may not use the Service in any way that is unlawful, fraudulent, improper or inappropriate. You may not use any automated means to manipulate the Service or use the Service to violate any law, rule, regulation or any third party's intellectual property or personal rights.

4.15 We reserve the right to review your account if account usage is outside normal Permitted Use standards, impermissible or detrimental to other customers' ability to use the Service or adversely affects our operations.

4.16 If you accept an equipment upgrade, special offer, promotion or benefit, such as a free month of service, free installation, a rebate or other incentive, there may be a term commitment associated with the benefit you accepted ("Commitment"). The Commitment will be disclosed as part of the promotion. The Commitment begins on the date you activate the new equipment or accept the special offer, promotion or benefit. If your Service is disconnected prior to the end of the Commitment period, you agree to pay Kit a recovery fee in an amount equal to the difference between the price you paid and the suggested retail price (SRP) of the goods, service or other benefit you received at the time the Commitment period began. Recovery fees are cumulative and in addition to any other charges or fees you may owe Kit, including any applicable disconnection fees.

4.17 You accept that when you order the Service from us we may carry out credit reference enquiries about you and that we may also carry out identity and fraud prevention enquiries. All information disclosed to us following such enquiries will be protected and kept secure in accordance with our [Privacy Policy](#).

5. Money Back Guarantee

5.1 We offer a 30 day Money Back Guarantee where Kit has supplied its Kit Box Equipment to you in conjunction with the Service. Under the terms of our Money Back Guarantee, if Kit has supplied Kit Box Equipment to you, Kit refunds the activation fee, subscription for the first month of service, and shipping charges and waives any applicable disconnection fee(s), provided the terms described below are satisfied in full. The Money Back Guarantee applies only to the first ordered voice line (or first ordered voice line and fax line depending on your call plan), not to additional or secondary lines. If you have purchased the Kit Box Equipment from a retail outlet no refund of shipping charges or refund of the activation fee is applicable, but you are entitled to return the Kit Box Equipment to the store where the purchase was made for a full refund provided you have complied with the terms of clauses 5.2.1, 5.2.2, 5.2.3 and 5.2.4.

5.2 In order to be entitled to this Money Back Guarantee:

5.2.1 you must cancel the Service within 30 days after the date of placing your order;

5.2.2 you must at your cost return the Kit Box Equipment within 14 days after cancellation. Where Kit has supplied the Kit Box Equipment, the Kit Box Equipment must be returned to Kit by recorded delivery to such address as shall be notified to you by Kit;

5.2.3 you must return the Kit Box Equipment undamaged in its original packaging with the universal product code or bar code intact. All components, manuals and registration cards must be included.

5.2.4 you must not have used more than 250 minutes of calls included in your call plan allowance. You remain responsible for the cost of all calls not included in your call plan allowance such as, but not limited to, international, mobile, non-geographic and directory enquiry calls.

5.3 To return the Kit supplied Kit Box you need to obtain a valid return authorisation number from Kit by telephoning customer care on 03330151511 (or such other telephone number as may be posted on our web site from time to time). You are responsible for the cost and risk of returning the Kit Box Equipment.

6. Ownership and Risk

Where Kit supplies the Equipment to you, the Equipment remains the property of Kit and you must take good care of it. You bear all risk of loss or theft of, or damage to, the Equipment.

7. Changing the Agreement

7.1 We may at any time change the terms and conditions of this Agreement, any policy or document referred to in this Agreement, our charges and call plans by notifying you in writing including posting changes within your Kit web account, or on the Kit website which you access at www.keep-in-touch.uk/TermsOfService. We shall endeavour to notify you of changes to call plans and charges at least one month before they are due to take effect, however, we may have to make some changes without giving the full one month's notice. You agree that if you use the Service after any changes take effect you will be bound by the changes. You may contact us at any time on 03330151511 (or such other telephone number as may be posted on our web site from time to time) for details of changes to charges and call plans or log into your web account and click on the plan details link.

7.2 Provided you have not used the Service following any change as described in clause 7.1, you may end this Agreement without incurring any applicable disconnection fee if the changes cause you material detriment provided that you will remain liable for all charges due up until the date of termination. To exercise your right of termination you will need first to give us notice by telephoning 03330151511 (or such other telephone number as may be posted on our web site from time to time) within 28 days of our notifying you of the change.

8. Warranty

8.1 We warrant that we shall provide the Service with reasonable skill and care, within a reasonable time and substantially as described in this Agreement. We do not warrant that the provision of the Service will be fault free or uninterrupted but will use all reasonable skill and care to provide and maintain the Service. We do not make any other promises or warranties about the Service. You acknowledge and agree that in entering into this Agreement you do not do so on the basis of, and do not rely on any representation, warranty or other provision except as expressly provided in this Agreement and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law. The Equipment and the Service is made available "as is" for your own use only. Nothing in this Agreement affects your statutory rights.

8.2 We will provide a limited warranty on Equipment covering manufacturing defects only for a period of one (1) year from the date of Service activation. If Equipment supplied by us is faulty because of manufacturing defects you must report the fault by telephoning us promptly on 03330151511 (or such other telephone number as may be posted on our web site from time to time) and we shall replace the Equipment for you provided the faulty Equipment is returned to us (to such address as shall be notified to you by Kit) within a period of 30 days following the date on which the fault was reported to us. The faulty Equipment must be returned to us in its original packaging with the universal product code or bar code intact. All components, manuals and registration cards must be included. You will be charged for the replacement Equipment (including our delivery costs). The amount charged for the replacement Equipment (excluding our delivery costs) will be credited back to you provided we receive the faulty Equipment within 30 days following the date on which the fault was reported to us and provided further that the fault is not caused by abuse or negligence while in your care. The cost a replacement Kit box is £75 (delivery is not included in this charge).

8.3 With regard to mobile applications downloaded from and purchased through a third party provider (e.g., the iTunes® store or Play Store™), in the event of any failure of the mobile application to conform to any applicable warranty, you should notify the third party provider, and the third party provider may refund the purchase price for the mobile application to you. To the maximum extent permitted by applicable law, the third party provider will have no other warranty obligation whatsoever with respect to the mobile application, nor any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.

8.4 Kit reserves the right to perform repair and maintenance on or upgrade, update or enhance (collectively "Maintenance") to its network infrastructure and the Service with or without notice and without liability, even if Maintenance causes a partial or full disruption of the Service, provided however, Kit shall use commercially reasonable efforts to perform the Maintenance in a manner so as to avoid unduly interfering with your use of the Service, including by providing reasonable commercial notice where feasible.

9. Liability and Indemnity

9.1 Nothing in this Agreement excludes or limits our liability for death or personal injury caused to you by our negligence, or for any liability that cannot be excluded or limited by law.

9.2 You accept and agree that you will have no claim against us or any underlying network access provider if you are unable to access the Service and the exclusions and limitations of liability in this clause 9 shall apply to all claims arising from your use of the Service including claims against our network access providers.

9.3 We shall not be liable you or any third party in contract, tort, including any liability for negligence or breach of statutory duty, or otherwise, for any loss of revenue, business, anticipated savings, profits, (whether or not in each case they are considered to be direct or indirect losses) corruption, loss or destruction of data, or for any indirect or consequential loss howsoever arising, or in connection with any computer virus or system failure even if we are expressly advised of the possibility of such damage or loss.

9.4 Except in the case of clause 9.1, our liability (if any) to you for any loss or damage in contract, tort, including negligence or breach of statutory duty, or otherwise, howsoever arising out of or in connection with this Agreement shall be limited to £5,000 per incident or series of connected incidents.

9.5 In the event of any failure in the Service, Equipment or Software, we shall not be liable to you for any charges incurred by you should you divert your traffic or your traffic be diverted to another provider.

9.6 You will indemnify Kit from and against any and all loss, damage, costs, expenses, (including reasonable legal fees), claims, demands and actions arising from or related to any breach of this Agreement or any misuse of the Service, Equipment or Software (whether or not supplied by Kit) arising from or related to any act, error, omission, fault, negligence or misconduct by you or any user of the Service.

10. Matters Outside Our Control

We shall not be liable to you or be in breach of this Agreement for any delay or failure in performance if such delay or failure is due to a cause beyond our reasonable control.

11. Disputes and Complaints Resolution

Details of our disputes and complaints resolution process and how a dispute may be handled through an independent Ofcom approved adjudication scheme can be found in our [Customer Complaints Code](#).

12. Privacy

We comply with all Applicable Data Protection Laws in the UK and our current [Privacy Policy](#). By entering into this Agreement you confirm that you have read and understood our Privacy Policy and you agree to our using your data as detailed in our Privacy Policy. "Applicable Data Protection Laws" mean all privacy laws applicable to any personal data processed under or in connection with this Agreement, including, without limitation, the General Data Protection Regulation 2016/679 (the "GDPR"), the Privacy and Electronic Communications Directive 2002/58/EC and all national legislation implementing or supplementing the foregoing and all associated codes of practice and other guidance issued by any applicable data protection authority, all as amended, re-enacted and/or replaced and in force from time to time.

13. Licence and Intellectual Property

13.1 Kit grants to you a personal, limited, revocable, non-exclusive, non-transferable and non-assignable licence to use the software in the Service and the Equipment and in any Kit mobile application, in object code form only, ('Software') for the purpose for which it is intended solely in connection with the Service and for no other purpose. This licence commences upon Kit's provision of the Service and terminates immediately upon the expiration or termination of this Agreement for whatever reason. Any attempt to sublicense, assign, or transfer any of the rights, duties or obligations under this licence is void and may result in termination of this Agreement and licence. No other licences or rights to the Software are granted or implied.

13.2 Certain software Kit provides to you may contain third party software ("Third Party Software"), including open source software. Use of such Third Party Software may be governed by separate copyright notices and licences, which may be found or identified in documentation or on other media delivered with the Third Party Software and which are incorporated by reference into this licence. Notwithstanding any other terms in this clause 13, such provisions shall govern the use of Third Party Software. You agree to comply with the terms and conditions of all end user licence agreements accompanying any Software (including Third Party Software) or plug-ins to such Software distributed in connection with the Service. All end user licences shall immediately terminate on the date that the Service expires or this Agreement is terminated.

13.3 You will not reproduce the Software and you will keep the Software in confidence. You will not undertake, cause, permit or authorise (to the extent that Kit cannot prohibit such acts by law) any modification, adaption, translation, reverse engineering, hacking, decompiling or disassembling of the Software or create any derivative work based thereon or merge or include the Software with or in any other software or otherwise attempt to derive the source code from the binary code of the Software.

13.4 You will not use Equipment, any Kit mobile application or Software to develop any software or other technology having the same primary function, including but not limited to using Equipment, any Kit mobile application or Software in any development or test procedure that seeks to develop like equipment, applications, software or other technology, or to determine if such equipment, application, software or other technology performs in a similar manner as our Equipment, any Kit mobile application or Software.

13.5 All websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") of Kit are and shall remain the exclusive property of Fidelity Group Limited throughout the world. Nothing in this Agreement shall grant you the right or licence to use such marks. You are not allowed to remove, alter or destroy any marks, copyright markings or notices placed upon or contained within our website content, our materials, Service, Equipment or any Kit mobile application.

13.6 You agree that the Equipment is exclusively for use in connection with the Service and that Kit will not provide any passwords, codes or other information or assistance that would enable you to use the Equipment for any other purpose. If you decide to use the Service through an interface device not provided by Kit (which Kit reserves the right to prohibit in particular cases or generally), you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use that interface device with the Service and you will indemnify, defend and hold harmless Kit from and against any and all liability arising out of your use of such interface device with the Service.

14. Customer Data, Suggestions and Feedback

14.1 You hereby grant to Kit a non-exclusive, non-transferable (except in connection with any assignment of this Agreement) license to copy, store, record, transmit, display, view, print, and use Customer Data, solely to the extent necessary to provide the Service to you. In the event that you provide Kit with suggestions, enhancement requests, recommendations, proposals, documents, or other feedback with respect to the Service (collectively, "Suggestions"), you grant to Kit and its affiliates a royalty-free, worldwide, irrevocable, perpetual license to use, modify, and distribute such Suggestions in connection with efforts to improve, enhance or modify the Service without compensation or attribution to you of any kind. For the purposes of this Agreement, "Customer Data" means any data, information or other materials of any nature whatsoever generated by you, or provided to Kit by or through you, in the course of implementing or using the Service.

14.2 In the event Kit is providing voicemail recording, or other such ancillary service, all of the Customer Data, including all recordings, will be deleted on or after the effective date of termination or cancellation. In the event that your account is terminated (whether by you or due to termination of the Service), the Customer Data associated with your account and related ancillary services will be deleted. Each voicemail message recorded by Kit shall be retained for a minimum of 30 days from the date the message was recorded except where you delete the recording. Kit retains the right to purge all voicemail messages after this minimum retention period.

14.3 There are laws in the United Kingdom governing call recording and call monitoring. You should obtain your own legal advice as to whether you are permitted to record telephone calls, and if so, what notification you are required to include on the call and what consent you must obtain.

16. General

16.1 We can record any conversations between you and our staff.

16.2 If we fail to enforce a right under this Agreement, that failure will not prevent us from enforcing other rights, or the same type of right on a later occasion.

16.3 If a clause or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective. We can replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is.

16.4.1 Except as specified in clause 16.4.2 below, nothing in this Agreement confers on any third party any right to enforce any of its provisions pursuant to the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available apart from that Act. If you are not a party to this Agreement, you do not have any remedy, claim, liability, reimbursement, or cause of action. This Agreement does not create any third party beneficiary rights provided, however, that with regard to provisions related to Kit mobile applications made available for download through a third party marketplace such as the iTunes® store or the Play Store™, you acknowledge and agree that such third parties, and its or their subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, such third parties will have the right (and will be deemed to have accepted the right) to enforce specific terms of this Agreement against you as a third party beneficiary thereof.

16.4.2 Kit may use or rely on one or more vendors, suppliers, licensors, service providers, and/or equipment providers or equipment lessors whose products, equipment and/or services are provided in conjunction with, or incorporated into, the Service and/or the Software and Equipment ("Third-Party Services"). Such Third Party Services may also be provided under Kit trademarks or otherwise branded as a Kit Service. Each provider of such Third-Party Services (a "Third-Party Service Provider") is expressly made a third party beneficiary under this Agreement and shall have the right to enforce the terms and conditions of this Agreement respecting any terms affecting such Third-Party Service Provider as if such Third-Party Service Provider were a party to this Agreement. No other third party beneficiaries of this Agreement are intended by the parties. Further, Third-Party Services may be governed by separate legal terms and conditions, which may be found or identified in documentation or on other media delivered with the Third-Party Services and which are incorporated by reference into this Agreement and shall govern the use of Third-Party Services. You agree to comply with such terms and conditions of all Third-Party Services and Third-Party Service Providers. Any non-compliance with terms and conditions of Third Party Service Providers shall be considered non-compliance with this Agreement.

16.5 You may not assign or transfer any of your rights or obligations under this Agreement without our prior written consent.

16.6 Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding termination or expiry of this Agreement.

16.7 This Agreement represents the entire agreement and understanding between us in relation to the subject matter hereof and supersedes all prior understandings and representations, whether written or oral. This clause shall not affect the parties' rights and remedies in respect of any fraudulent misrepresentation.

16.8 This Agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.

16.9 We shall not be liable to you for any loss or damage due to any cause beyond our reasonable control such as failure or shortage of power supplies, acts or omissions of other communications providers, compliance with any regulation, law or court order, acts or omissions of local or central government or other competent authorities.