

Standard terms and conditions of business.

Last updated: 08 July 2022



This agreement defines the commercial relationship before you (herein referred to as the 'Client') and Clowd Telecom who is a service provider for the provision and hosting of inbound SMS numbers.

Use of any services or execution of this contract by the client signifies the client's understanding and acceptance of the terms of this agreement, however, Clowd Telecom may at its own discretion also ask the client to provide a signed copy of this agreement at any time.

Definitions

"Agreement" means an agreement entered into between Clowd Telecom and the Client, subject to the terms herein.

"Carrier" means a national telephone carrier or another supplier for telephone numbers and connections.

"Code of Conduct" means any code of any independent body approved for the supervision of telephone information services recognised by the different countries where the services are provided;

"Client" means a user of Clowd Telecom's services;

"Fraudulent Activity" means, but is not limited to:

- (a) hacking;
- (b) wire fraud;
- (c) bribery;
- (d) any unauthorised use of telecommunication networks;

"National Telecommunications Legislation" means any legislation governing telecommunications in the country in which the Numbers are issued;

"Numbers" means hosted SMS inbound numbers allocated to the Customer.

"Rates" means the payouts or fees specified in the ratecard.

"Traffic" means the SMS volume generated on the Numbers provided by Clowd Telecom.

1. Term and Termination

1.1. This agreement shall commence from the date the client makes use of any service provided by Clowd Telecom or on the date of sign up via www.clowdtelecom.co.uk and shall remain in force until any party submits a written notice of termination.

1.2. 1 days notice of termination is required by either party to terminate. If not terminated in the first year, the contract will automatically termina

1.3. If required by law, this agreement and all associated services shall be terminated with immediate effect.

1.4. In the case where a carrier terminate with Clowd Telecom, the carrier termination date (this can be at 1 days notice) will be applied with immediate effect by email notification, at which point all marketing must be ceased.

2. Variations to the agreement.

2.1 From time to time Clowd Telecom may need to vary the terms of this agreement. Any variations to this agreement will be made available to the client by email or via a link to our website.

3. The service provided by Clowd Telecom

3.1. Clowd Telecom will provide the provision and hosting of inbound SMS numbers.

3.2. Clowd Telecom will provide statistical data about SMS volumes generated by Clowd Telecom's or the carrier's systems. Statistical data shown on the system are advisory and for guidance only. Exact figures for invoicing will be communicated at point of invoicing based upon the information supplied and paid upon directly from the carrier or network operator.

4. Obligations of the client

4.1. The client shall provide Clowd Telecom with:

- a. All of the information requested as per the sign-up form on www.clowdtelecom.co.uk
- b. VAT number and VAT certificate if applicable.
- c. Valid identification document(s) which match the details address provided in the sign-up form, should this be required.
- d. Any additional information which is required by Clowd Telecom for the provision of the service.

4.2. The client will ensure any traffic generated to the inbound SMS numbers provided is legal and not engage in any fraudulent activity.

4.3. The client shall be responsible for compliance with the National Telecommunications Legislation, a Code of Conduct (where applicable) and this agreement.

4.4. The client shall obtain all necessary approvals, permissions or authorisations for use of the numbers and shall not share any numbers provided.

4.5. The client will have no right or claim of ownership of said numbers provided.

4.6. The client shall indemnify and hold harmless Clowd Telecom from and against any and all losses, demands, claims, damages, costs, expenses and liabilities (including all risks associated with legal or regulatory action taken by any party) arising from misuse of telephone numbers assigned to the client, including in connection to the quality or content of the services or of marketing or promotional material or from any fraudulent or alleged fraudulent use (including artificial inflation of traffic) of telephone numbers.

5. Rates and Payments

5.1. Payments will be issued by Clowd Telecom once received from the SMS carriers, suppliers or aggregators (as applicable). As upstream payments are collected individually from their networks, individual payment terms can vary and will be agreed before traffic commences.

- a. Payment will be issued to the client on traffic once a SMS carrier, supplier or aggregator releases payment for said traffic. The client shall bear all costs associated with making payment to the client for any traffic generated.

b. All carriers hold the right to claw back disputed traffic for up to 6 months after the month in which traffic is generated. If payment has already been made, the amounts clawed back may be deducted from future payments from Clowd Telecom to Client.

5.2. All rates will be agreed via ratecard and in writing.

6. Governing Law

6.1. This agreement shall be governed by and construed in accordance with the law of the United Kingdom. Clowd Telecom and the client hereby submit to the exclusive jurisdiction of the law court of England and Wales.

Signed on behalf of Clowd Telecom

Name:

Position:

Date:

Signature:

Signed on behalf of the Client:

Name:

Company Name:

Date:

Signature: