

Genxsolutions Terms & Agreement – Voice Services

This Agreement ("Agreement") is between Genxsolutions Ltd, and the Customer. The parties agree as follows:

Important Information

The Customer acknowledges that this is a Voice over Data Network service, and as such, it is dependent on the Customer's connection to the data network and the data network itself. The Customer's service may therefore cease to function if there is a power failure or a failure in the underlying data network.

The Customer understands and acknowledges that this service allows calls to the emergency services numbers 999 and 112 and that calls to these services may fail if there is a power cut or if the customer's broadband connection fails.

The customer understands and acknowledges that the address provided by the customer will be passed to the Emergency Services and will be used in location finding during a 999 call. The customer understands and acknowledges that the address provided is the location that the service will be used and that it is the customer's responsibility to notify Genxsolutions of any changes to this information.

Services

Subject to the terms and conditions of this Agreement, Genxsolutions will provide to the Customer, the telecom services and/or related services described in the specific package of services chosen by you. Genxsolutions shall take all due care in the provision and maintenance of the service to provide quality and reliability. In the event of any failure or malfunction within our networks Genxsolutions shall then correct any failure or malfunction as soon as is reasonably practical.

Term

The initial term of this Agreement shall be 03 months unless there is previous written agreement in place. The Initial Term shall begin upon commencement of Service to the Customer, provided, however, no Service shall commence unless and until Genxsolutions receives and accepts a completed Order from the Customer plus payment in full for Services to be rendered during the Initial Term and any setup charges.

Genxsolutions reserves the right to reject any submitted Order for any or no reason prior to acceptance by Genxsolutions. After the Initial Term, unless otherwise agreed to by the parties, this Agreement shall automatically renew for successive terms of equal length as the Initial Term unless terminated or cancelled by either party only as provided below under "Termination". The Initial Term plus all successive renewal periods during which Service is provided shall be collectively referred to as the "Term."

Fees And Payments

All fees for Services rendered or provided to the Customer shall be in accordance with Genxsolutions's price list then in effect. A price list setting forth Genxsolutions's current rates for Services is available on the web site or client portal.

Genxsolutions may, at any time, amend the Services and/or the rates and fees it charges for the Services. Fees for renewal periods after the Initial Term shall be due and owing immediately upon the first day of such renewal period.

All users signing up for the Genxsolutions service will be asked to read and agree to our terms and conditions before registration is completed. By agreeing to these terms and conditions the user agrees to abide to the terms and conditions.

When the user purchases services or sets up an auto top up, the user grants Genxsolutions continuous authority on the users direct debit account, debit or credit card until such time as the service(s) or auto top up are cancelled by the user and any outstanding monies have been paid. This includes all administration and porting fees. Should the user choose to cancel the user's monthly service(s) or auto top ups then Genxsolutions's continuous authority is immediately ceased.

In the event that Genxsolutions are unable to take a continuous authority payment from the user's card then the user will be informed by email and will be prompted to make a payment ASAP in order for their services to continue. Unpaid items will be marked as expired and the user prompted to renew. A notice of expired items will also be notified by email.

In the event that any amount due to Genxsolutions remains unpaid, Genxsolutions, in its sole discretion, may immediately terminate this Agreement, and/or withhold or suspend Services.

All taxes, fees and governmental charges relating to the Services provided hereunder (other than income taxes of Genxsolutions) shall be paid by the Customer.

The customer will pay for all calls made from his account whether authorised or unauthorised. This includes, but is not limited to, calls made from fraudulent use of the account caused by hacking or any other form of unauthorised intrusion or use.

Monthly subscriptions including line rental, service charges, call charges must be paid by Direct Debit on or before due date of invoice.

Security Of Service

The customer is wholly responsible for the safety and security of their Genxsolutions account and the equipment used by them to access the Genxsolutions network and services and must put in place such safeguards as necessary to prevent unauthorised use. The customer is responsible for all persons who use their username and password to access the service, whether authorised or not. Genxsolutions accepts no responsibility for costs incurred by the customer from unauthorised usage of a customer's account

Genxsolutions reserves the right to check the security of a customer's equipment or devices used to connect to its network if it reasonably believes that equipment on the customer's network may be at risk from external attack (hacking) or if they believe that its terms and conditions of use are not being followed.

Support Response Time

Genxsolutions remote only support is free with all voice services. Genxsolutions standard business hours are Monday to Friday 9:00am to 5:30pm excluding bank holidays. Genxsolutions endeavour to resolve issues as quickly as possible. Remote support on all issues will be responded no later than four standard business hours after the call has been logged. System down emergency responded until 7:00pm on standard business days.

On-site support will be chargeable up to £150 per hour separately on hourly basis and it will be provided no later than 48 hours after the onsite visit request is logged. There is a delay possible if problem is dependent on third party supplier side including data centres and ISPs.

Genxsolutions will not responsible of any delays happen because of third party suppliers/ providers, delay deliveries of new equipment and out of stock equipment.

Free Support Service Exclusion

Following services are not included in Genxsolutions free support.

Previous provider early contract termination cost.

Changes to the system that have not been previously notified to us.

Problems arising from misuse or neglect.

Relocation of equipment without prior notification to Genxsolutions.

Updates are carried out by client personnel consent.

Where the equipment is out of warranty the cost of the replacement parts will be charged.

Any broadband, PSTN or fax services & equipment provided by third party.

Content And Customer's Responsibility

Genxsolutions will exercise no control whatsoever over, nor have any responsibility or liability whatsoever for, the content of the information passing through its network. Genxsolutions shall make no effort to validate any information passing through its network for content, correctness, usability or for any other reason.

Any users causing in appropriate CPU (central processor unit) usage, system load, performing any illegal activities or misusing 999 / 112 services will be immediately suspended.

Any users found on our servers which fit any of the descriptions above will be immediately disabled, removed, and are subject to a £450 clean-up and service fee upon termination. On such accounts all monies outstanding must be paid and refunds for any remaining months will not be given.

Customer conduct: Genxsolutions will not tolerate bad language, verbal or threatening behaviour either via phone, email or any other form of communication Genxsolutions expects that their Customer service and support representatives act in a polite and courteous manor at all times although when faced with over demanding, threatening or abusive callers they are empowered to terminate calls and suspend a user's account pending investigation.

Genxsolutions reserves the right to determine what constitutes abuse of their staff or services.

Customer will be responsible to check and outstanding contract period by previous supplier. Customer will be responsible for any early contract termination charges.

Non-UK Telephone numbers: When ordering non-UK telephone numbers you are obliged to conform to the telephone numbering regulations of the country concerned. This will normally mean that you must use the service from within the geographic numbering range you wish to order and should you should register an account with Genxsolutions from an address covered by the number range. Failure to do this may result in the loss of your number.

Music on Hold. Licences: Genxsolutions's custom Music on Hold service is a storage only system. You are wholly responsible for ensuring that you have the appropriate rights and licences to play the music that you upload. If in doubt, consult the Performing Rights Society.

Take Down. We will remove any content that is contrary to UK law, or considered inappropriate or indecent without consultation or prior notice and at our sole discretion.

Customers are responsible for the security and integrity of their own systems and network infrastructure. When contacting our customer services department you will be asked for your account number and the last three digits of your pass our customer services staff will never ask for your full password by email or any other method of communication so you should never disclose it.

We will only discuss and take instructions from customers who are able to give us the last 3 digits of the account's password or by contacting us by email from the address that their account is registered to. The customer accepts that knowledge of the account's password authorises Genxsolutions to deal with an individual contacting us.

Customers are required to keep their user details safe and secure and are responsible for security and integrity of their own local network and email addresses.

Acceptable Usage: Heavy users of the Broadband service, who in Genxsolutions's reasonable opinion could be seen to be over-using their service, may at Genxsolutions's discretion, find their available bandwidth restricted at certain times of the day and, if persistent, may have service suspended or terminated.

From time to time, Genxsolutions will email its customers with information that it judges necessary for the ongoing upkeep and maintenance of their accounts and with information about changes, updates and new services that have become available. The Customer agrees to accept these emails unless and until they cancel all active services on their account.

No Warranty

The Customer agrees to use all Genxsolutions Services and facilities, and any information obtained through or from Genxsolutions, at Customer's own risk. Customer acknowledges and understands that neither Genxsolutions, nor any of its employees, representatives, agents or the like, warrant that the Services offered or provided hereunder will not be interrupted or be error free, nor do they make any warranty or representation as to the results that may be obtained from the use of the Service or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the Service, unless otherwise expressly stated in this Agreement. Genxsolutions specifically disclaims all warranties of any kind, including, without limitation, the warranty of merchantability and fitness for a particular purpose, whether expressed or implied, for the Service it is offering or providing hereunder.

Limited Liability

Under no circumstances, including negligence, shall Genxsolutions, its officers, agents or anyone else involved in creating, producing or distributing the Service hereunder be liable to the Customer or any third party, for any claims, causes of action or direct, indirect, incidental, special, or consequential, trebled, or punitive damages, that result or have alleged to have resulted from the use of or inability to use the Service; or that results from mistakes, omissions, interruptions, deletion of files, loss of data, errors, defects, delays in operations, or transmission or any failure of performance, whether or not limited to acts of God, communications failure, theft, destruction or unauthorized access to Genxsolutions's' records, programs or services.

Genxsolutions further shall have no responsibility whatsoever to the Customer or any third party for the accuracy or quality of information obtained through or in connection with its Services provided hereunder. Notwithstanding the above, Customer's exclusive remedies for all damages, losses, costs or causes of actions from any and all claims, whether in contract, quasi-contract, statutory, tort including negligence, or otherwise, shall not exceed the amount which the Customer paid during the month immediately preceding the claim or the term of this Agreement, whichever is less.

Indemnification

The Customer shall defend, indemnify, save and hold Genxsolutions harmless from any and all damages, demands, liabilities, losses, costs and claims, including, without limitation, reasonable attorneys' fees, compensatory damages, punitive damages, trebled damages, and statutory damages (hereinafter "Liabilities") asserted against Genxsolutions, its agents, its Customers, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed by the Customer, its agents, employees or assigns or any product distributed, offered or sold by the Customer, its agents, employees or assigns.

Termination

This Agreement may be terminated: (i) by either party, without cause, by giving the other party 30 days prior written notice; (ii) by Genxsolutions, at any time, upon 20 days' prior notice if in the sole judgment of Genxsolutions, The Customer breaches any material provision of this Agreement and has not cured same by the end of the 20 days; (iii) by Genxsolutions in the event of non-payment by the Customer as provided in Paragraph 3 above; and (iv) by Genxsolutions, at any time, without notice, if, in Genxsolutions's sole judgment, the Customer is in violation of any terms or conditions of Genxsolutions's Usage Policy.

Additional Terms And Conditions

The Customer hereby acknowledges that the Customer has seen and reviewed a copy of Genxsolutions's "Usage Policy" provided on the Genxsolutions website and that the terms of the Usage Policy are incorporated herein by reference. Genxsolutions reserves the right to amend these terms & conditions and the Usage Policy from time to time and the Customer shall be bound by any such amendments. The Customer shall have the obligation to periodically visit Genxsolutions' Web site to review the terms and conditions and its Usage Policy and to make certain that the Customer is in full compliance therewith. In the event of any inconsistencies between this Agreement and the Usage Policy, the terms of the Usage Policy shall govern.

Notice

All notices must be sent either in writing or by email, except as otherwise expressly provided herein that a notice must be in writing. All notices to Genxsolutions shall be delivered to its address stated below or its email address as provided. All notices to the Customer shall be delivered to its mailing address or its email address as provided on the Order. The parties may change their respective address by notice delivered to the other party. All notices delivered in writing must be sent either by overnight courier or certified mail, return receipt requested. Evidence of successful transmission of all notices delivered by email must be retained by the delivering party.

Miscellaneous

This Agreement sets forth the entire agreement between Genxsolutions and The Customer with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements and shall prevail notwithstanding any variance with terms and conditions of any other prior writing between the parties. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless continue in full force and effect. The Customer may not transfer or assign this Agreement without Genxsolutions' prior written consent. This Agreement shall be governed by the laws of England and all claims concerning this Agreement shall be brought exclusively in English courts located in England. The parties hereby consent to submit to the jurisdiction of such courts and waive any personal jurisdiction or venue defences concerning said forum. The Customer is deemed to have agreed to this Agreement, when commencing use of any of Genxsolutions's services.

Refund And RMA Policy

Equipment Purchase. Genxsolutions will honour their money back guarantee when the Customer has returned all equipment that has been supplied to them. If you have simply changed your mind about any item ordered, and you wish to return it, you can do so provided you inform us of your decision within 14 days of receipt. The item must not be used and must be 'as new' and sealed when returned to us. Customers must raise support issue first, if we can't resolve the problem with you directly, you will be issued with an RMA number. You then have 07 days to return the goods to the address you will be provided with. (Please do not return goods to our registered address, for security reasons this building cannot receive packages and they will be turned away.)

Once we have received the item, we'll issue a refund for the product. All equipment must be returned complete and in its original packaging and in an "as new condition" With the exception of goods delivered incorrectly or that are faulty on arrival, the cost of return carriage is your responsibility

Any Products that customer return to Genxsolutions are returned at Buyer own risk, therefore Buyer should take reasonable care that any Products to be returned are fully insured.

Genxsolutions reserve the right to reject refund of those items who have been opened from its original packing.

Customer will be liable to pay 100% charges for unwanted installation & configuration of VoIP/ PBX servers in-house or cloud setup charges once buyer confirm the order.

Where Genxsolutions agree to accept unwanted services; customer will be responsible for charges of Genxsolutions engineer visits at customer premises for any kind of installation and configuration related with that order.

Once number ported and Buy wish to cancel order. Customer will be responsible to pay 100% number porting cancellation charge and for other charges to port the numbers back to old or any other supplier.

Software licences will not be returnable and customer will be liable to pay 100% payment once order confirmed.

Dormant Accounts

Any calling credit and any other assets left on an account that has been dormant for longer than 6 months will be deleted and is not refundable.

Call Recording

Please note that calls to Genxsolutions may be recorded to help us in dispute resolution and for training purposes.

Porting Numbers Away From Genxsolutions

In the event of a dispute over the customer's right to port, the original name on the account will be taken as ownership and the customer may be asked for proof of identity before any porting request is accepted.

Contact Info

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