

TERMS AND CONDITIONS

THIS IS A LEGAL AGREEMENT. BY ACCESSING THIS WEB SITE OR USING ANY SERVICE PROVIDED HEREIN, YOU ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE ACCEPTING ITS TERMS.

- 1. PARTIES.** THE PARTIES TO THIS AGREEMENT ARE YOU, A VISITOR TO THIS WEB SITE ("YOU"), AND THIS WEB SITE WWW.GMSVOIP.COM OWNED AND OPERATED BY GMS TECHNOLOGY (UK) LTD, INCORPORATED IN UK, REGISTERED NUMBER 5810983 AND ITS REGISTERED OFFICE IS AT 11 GEORGE STREET WEST, LUTON BEDFORDSHIRE LU1 2BJ ENGLAND UK . ALL REFERENCES TO "US", "THIS WEB SITE" OR "THIS SITE" SHALL BE CONSTRUED TO MEAN GMS TECHNOLOGY (UK) LTD. IF THE USER IS NOT AN INDIVIDUAL, THEN "YOU" MEANS YOUR COMPANY, ITS OFFICERS, MEMBERS, AGENTS, SUCCESSORS AND ASSIGNS
- 2. AGREEMENT TO TERMS OF USE AND AMENDMENT.** GMS TECHNOLOGY (UK) LTD GRANTS A NON-EXCLUSIVE, NON-TRANSFERABLE, AND REVOCABLE LICENSE TO YOU AND PROVIDES THE SERVICES AVAILABLE AT THIS SITE TO YOU SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. WE MAY AMEND THESE TERMS AND CONDITIONS FROM TIME TO TIME WITHOUT NOTICE TO YOU. YOU CAN REVIEW THE MOST CURRENT VERSION OF THE TERMS AND CONDITIONS AT ANY TIME AT THIS SITE. IN ADDITION, WHEN USING PARTICULAR SERVICES IN THIS SITE, GUIDELINES OR RULES MAY BE POSTED WHICH ARE APPLICABLE TO YOUR USE OF THOSE SERVICES. YOUR USE OF THIS SITE AND YOUR RELATIONSHIP WITH GMS TECHNOLOGY (UK) LTD ARE SUBJECT TO ALL GUIDELINES OR RULES THAT MAY BE POSTED FROM TIME TO TIME ON THE SITE, WHICH ARE ALL INCORPORATED BY REFERENCE INTO THIS AGREEMENT. BY USING THIS SITE, YOU ARE AGREEING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE MOST CURRENT VERSION OF THE TERMS OF USE AGREEMENT AND ANY GUIDELINES AND RULES POSTED ON THIS SITE. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THIS SITE
- 3. MEMBERSHIP ELIGIBILITY AND ACCOUNT RESPONSIBILITIES.** OUR SERVICES ARE ONLY AVAILABLE TO INDIVIDUALS WHO CAN FORM LEGALLY BINDING CONTRACTS UNDER APPLICABLE LAW. TO BE AN ELIGIBLE MEMBER OF GMS TECHNOLOGY (UK) LTD YOU AS THE USER MUST PROVIDE TO GMS TECHNOLOGY (UK) LTD WITH YOUR LEGAL FIRST AND LAST NAME, BILLING ADDRESS, CITY, STATE, COUNTRY, POSTAL CODE, AND E-MAIL ADDRESS. SHOULD YOU KNOWINGLY FALSELY ANY OF THE REQUIRED INFORMATION, YOUR ACCOUNT SHALL BE TERMINATED IMMEDIATELY WITH OR WITHOUT PRIOR NOTICE. YOU SHOULD MAKE EVERY REASONABLE EFFORT TO SAFE GUARD YOUR USER NAME AND PASSWORD FROM UNAUTHORIZED USE. GMS TECHNOLOGY (UK) LTD IS NOT RESPONSIBLE FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT. WE HAVE THE RIGHT TO TERMINATE YOUR ACCOUNT AT ANY TIME IF WE HAVE ANY REASON TO BELIEVE THAT YOU HAVE MISUSED YOUR ACCOUNT.
- 4. PROHIBITED CONDUCT.** YOU AGREE (I) NOT TO USE THIS SITE TO UPLOAD OR DISTRIBUTE IN ANY WAY FILES THAT CONTAIN VIRUSES, CORRUPTED FILES, OR ANY OTHER SIMILAR SOFTWARE OR PROGRAMS THAT MAY DAMAGE THE OPERATION OF ANOTHER'S COMPUTER; (II) NOT TO INTERFERE OR DISRUPT THIS SITE OR ANY NETWORKS CONNECTED TO THIS SITE; (III) NOT TO USE ANY DEVICE, SOFTWARE OR ROUTINE OR ATTEMPT TO INTERFERE WITH THE PROPER FUNCTIONING OF THIS SITE OR ANY TRANSACTIONS BEING OFFERED AT THIS SITE; (IV) NOT TO TAKE ANY ACTION THAT IMPOSES AN UNREASONABLE OR DISPROPORTIONATELY LARGE LOAD ON WWW.GMSVOIP.COM INFRASTRUCTURE; (V) NOT TO USE THIS SITE TO COLLECT OR HARVEST PERSONAL INFORMATION, INCLUDING, WITHOUT LIMITATION, FINANCIAL INFORMATION, ABOUT OTHER PARTICIPANTS AT THIS SITE; AND (VI) NOT TO IMPERSONATE ANY PERSON OR ENTITY OR FALSELY STATE OR OTHERWISE MISREPRESENT YOUR AFFILIATION WITH A PERSON OR ENTITY. YOU AGREE NOT TO USE THE SERVICES, PRODUCTS, OR DOWNLOADS AVAILABLE AT THIS SITE FOR ILLEGAL PURPOSES, AND TO COMPLY WITH ALL REGULATIONS, POLICIES AND PROCEDURES OF NETWORKS CONNECTED TO THIS SITE.
- 5. INDEMNIFICATION.** YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS GMS TECHNOLOGY (UK) LTD, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ADVISORS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS (INCLUDING CLAIMS WITHOUT LEGAL MERIT OR BROUGHT IN BAD FAITH), DEMANDS, DAMAGES, COSTS OR EXPENSES, CAUSES OF ACTION, SUITS, PROCEEDINGS, JUDGMENTS, AWARDS, EXECUTIONS AND LIENS, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS (WHETHER BROUGHT BY THIRD PARTIES OR OTHERWISE) (COLLECTIVELY, "CLAIMS") DUE TO OR ARISING OUT OF YOUR USE OF OR CONDUCT ON THIS WEB SITE OR THE SERVICE. GMS TECHNOLOGY (UK) LTD RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU HEREUNDER, AND IN SUCH EVENT, YOU SHALL HAVE NO FURTHER OBLIGATION TO PROVIDE INDEMNIFICATION FOR SUCH MATTER.
- 6. COPYRIGHT.** ALL CONTENT INCLUDED ON THIS SITE, SUCH AS TEXT, GRAPHICS, LOGOS, BUTTON ICONS, IMAGES, AUDIO CLIPS, AND SOFTWARE, IS THE PROPERTY OF WWW.GMSVOIP.COM OR ITS CONTENT SUPPLIERS AND PROTECTED BY LAW OF ENGLAND AND INTERNATIONAL COPYRIGHT LAWS. THE COMPILATION (MEANING THE COLLECTION, ARRANGEMENT, AND ASSEMBLY) OF ALL CONTENT ON THIS SITE IS THE EXCLUSIVE PROPERTY OF GMS TECHNOLOGY (UK) LTD AND PROTECTED BY LAW OF ENGLAND. AND INTERNATIONAL

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7. **REPRESENTATIONS AND WARRANTIES.** THE SERVICE AND THIS SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH NO TECHNICAL SUPPORT OR REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, TITLE AND NON-INFRINGEMENT. IN PARTICULAR, BUT WITHOUT LIMITATION, GMS TECHNOLOGY (UK) LTD DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. GMS TECHNOLOGY (UK) LTD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS SITE, IN TERMS OF ITS CORRECTNESS, ACCURACY, TIMELINESS, RELIABILITY OR OTHERWISE. YOU UNDERSTAND AND AGREE THAT YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THIS SITE AND THE SERVICE, INCLUDING, BUT NOT LIMITED, USE THAT RESULTS IN DAMAGE TO YOUR COMPUTER OR LOSS OF DATA.
8. **CALLING CARD PINS.** WE ARE NOT RESPONSIBLE FOR LOSS OR MISUSE OF YOUR PIN. ONCE THE PIN HAS BEEN DISTRIBUTED TO YOU FROM OUR WEB SITE, THEY ARE NON REFUNDABLE, NON TRANSFERABLE AND NON EXCHANGEABLE.
9. **LIMITED LIABILITY.** WWW.GMSVOIP.COM AND ALL IT'S AFFILIATES AND CONTENT PROVIDERS AND THEIR RESPECTIVE SHAREHOLDERS AND AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, LOSS OF USE OR OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND WHETHER OR NOT THEY HAD ANY KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS EXCLUSION INCLUDES ANY LIABILITY THAT MAY ARISE OUT OF THIRD-PARTY CLAIMS AGAINST YOU. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE GOODS OR SERVICES PROVIDED ON THIS SITE OR THIS AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. YOU FURTHER AGREE IF YOU BECOME ENTITLED TO ANY RECOVERY, THAT YOUR RECOVERY SHALL BE LIMITED TO THE AMOUNT OF FEES OR PAYMENTS MADE TO GMS TECHNOLOGY (UK) LTD, IF ANY, FOR THE SERVICE, SOFTWARE OR CONTENT AT ISSUE.
10. **REFUND POLICY.**
 - A. ALL VERIFIABLE LOST MINUTES WILL BE RESOLVED THROUGH CALLING TIME ONLY. NO CASH OR MONETARY CREDIT WILL BE ISSUED.
 - B. PAYMENT DONE FOR THE DIALER'S SET UP COSTS IS NOT REFUNDABLE ONCE ORDER IS CONFIRMED
11. **APPLICABLE LAW.** THE VALIDITY AND EFFECT OF THESE TERMS AND CONDITIONS SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF ENGLAND, UK, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES. WE RESERVE RIGHT TO MAKE CHANGES TO OUR SITE AND THESE DISCLAIMERS, TERMS AND CONDITIONS AT ANY TIME.

I hereby declare that I have read and understood the above Terms and Conditions.

I also declare that the information provided on Client Profile is also correct.

Print Name:	Signature:
Date:	