

Green Call general terms and conditions

Please read these General Terms and Conditions and any applicable Additional Terms and Conditions carefully before using our Website and/or any Green Call service.

1. Introduction

1.1 We are Green Call Limited, a limited company registered in England (company number 7486131) trading under the name "Green Call" (Green Call or **we** or **us** or **our**). Our business is based in England and our registered office is at Hoste House, Whiting Street, Bury St Edmunds, Suffolk, IP33 1NR. Our VAT registration number is 137 8172 96.

1.2 We are a telecommunications company and a leading provider of conference call services. Our Website is provided for the benefit of customers interested in or Registered and/or subscribed to use our Services (as applicable). We administer the Website from England and through our service providers who may or may not be based in England.

1.3 These general terms and conditions (**General Terms and Conditions**) set out our commitment to you (**you** or **your**) and your commitment to us in respect of your use of this Website and/or the Services that we provide (as applicable).

1.4 We also offer an additional web conferencing Service. This Service is not a standalone Service, and may only be used in conjunction with the Green Call Service or Premium Service. Please see Paragraph 4 for more information.

1.5 Nothing in any Additional Terms and Conditions will increase our legal liability or change your relationship with us (unless we expressly state, in the Additional Terms and Conditions, our intention to modify the terms of these General Terms and Conditions).

1.6 If there is any contradiction between the provisions of any applicable Additional Terms and Conditions and these General Terms and Conditions, then the Additional Terms and Conditions shall take precedence only in relation to the particular Service to which they specifically apply.

1.7 These General Terms and Conditions, together with any applicable Additional Terms and Conditions (together, the **Terms**) form a legally binding agreement between you and us in relation to the use of the Services. By using this Website, any Services, Registering and/or subscribing to use any Services, or by clicking a box that states that you accept and/or agree to these General Terms and Conditions, you signify your agreement to these Terms. If you do not agree to these Terms, you are not permitted to use this Website and/or any Services. It is therefore important that you take the time to read them carefully.

1.8 We may change these General Terms and Conditions and/or any of the Additional Terms and Conditions at any time without notice. We publish the current version of our General Terms and Conditions and our Additional Terms and Conditions on our Website.

2. Definitions

In these Terms:

2.1 Unless the context otherwise requires, the following definitions apply:

- "**Additional Terms and Conditions**" has the meaning given to that term in paragraph 1.
- "**General Terms and Conditions**" has the meaning given to that term in paragraph 1.3;
- "**Participant**" has the meaning given to that term in paragraph 7.3;
- "**PIN**" means any personal identification number that we give to you in connection with your use of the Services;
- "**Green Call**" or '**we**' or '**us**' or '**our**' have the meaning given to those terms in paragraph 1.1;
- "**Privacy Policy**" means our privacy policy which is available to view at www.greencall.org/Privacy;
- "**Prohibited Purpose**" shall have the meaning given to that term in Paragraph 7.4;
- "**Registration**" or "**Registering**" have the meaning given to those terms in paragraph 3.1;
- "**Services**" means (i) the 'Green Call Service'; (ii) the 'Green Call Premium Service' conference call services (as each more fully described in the Additional Terms and Conditions applicable to each Service (please click on the hyperlinks at Paragraph 1.3 for more information)); and (iv) the additional web conferencing service (as more fully described at paragraph 4), and "**Service**" means any one of them;
- "**Software**" has the meaning given to that term in paragraph 4.1;
- "**Terms**" has the meaning given to that term in paragraph 1.7;
- "**Website**" means our Website found at <http://www.greencall.org>; and
- "**you**" and "**your**" have the meaning given to those terms in paragraph 1.3;

2.2 Words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate, unincorporated associations and partnerships;

2.3 Any reference to a statute, statutory provision or subordinate legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

2.4 References to Paragraphs are (unless expressly stated otherwise) references to Paragraphs of these General Terms and Conditions; and

2.5 Headings are included for ease of reference only and shall not affect the interpretation or construction of these Terms.

3. Registration, accepting these Terms and our contract with you

3.1 You can browse this Website without registering, but if you wish to use any of our Services then you will need to register with us by completing the registration process applicable to the relevant Service(s) (**Registration**). The Registration process applicable to each Service that we provide is explained more fully in the specific Additional Terms and Conditions applicable to each Service.

3.2 You may be required to provide information about yourself (such as identification or contact details, for example an email address), or as part of your ongoing use of the Services. You warrant and represent to us that the details you provide to us during your Registration with us are accurate, complete and up-to-date. We will hold and treat such information in accordance with the terms of our Privacy Policy. If you or your Participants use a mobile telephone to access a Service, we may send occasional SMS messages. You may opt out of this service by contacting us at the address or telephone number shown in Paragraph 25.

3.3 You agree to immediately notify us of any changes to the information that you provided to us during the Registration process and to ensure that your contact information is accurate and is kept up to date.

3.4 You will be asked during the applicable Registration process to confirm that you accept and agree to be bound by these Terms. You may not use the Services if you do not accept these Terms and your use of any of our Services is deemed for all purposes to be acceptance of these Terms by you and you acknowledge and agree that we will treat your use of the Services as acceptance of these Terms from the point that you commence using the Services onwards.

3.5 By applying to Register with us as a Registered user of the Website and/or entering into an agreement for us to provide Services to you, you undertake, represent and warrant to us that: (i) you have the capacity to understand, accept and comply with these terms and conditions; (ii) where you are acting on behalf of a business, you are authorised to act on behalf of that business for the purposes of registration, procurement and subsequent use of our Services; and (iii) you are eighteen (18) years of age or older.

3.6 You may not use the Services and may not accept these Terms if you (i) are a person barred from receiving the Services under the laws of the United Kingdom or other countries including the country in which you are resident or from which you are using or purporting to use the Services; or (ii) not of legal age in England to form a binding contract with us (18 years of age and older).

3.7 Our contract with you begins at the point specified in the Additional Terms and Conditions applicable to the Service that you are Registering to use.

3.8 Before you continue, you should print off or save a copy of these General Terms and Conditions (together with any applicable Additional Terms and Conditions) for your records.

4. Additional Services: the web conferencing facility

4.1 We offer an additional web conferencing Service that allows you to screen share and web conference when making conference calls using the Green Call Premium Service. To use this additional Service you will need to download the software on requesting the service through an email sent from friends@greencall.org.

4.2 Web conferencing is not a standalone Service, but an additional Service that you may use once you have Registered and entered into an agreement with us to use either the Green Call Service or Premium Service. If you have not Registered with us to use either of these Services, you will have to do so before you can use the web conferencing Service. If you have already Registered with us, you will need to confirm your email address and password. A user guide is available on request to info@greencall.org that explains how you can download and use the Service.

4.3 The Green Call software and Service has been developed for us, and is provided by, an affiliated third

party supplier who has given us the right to distribute this software to you. When you download, install and use the software, your use of the software and the Service will be governed by the terms and conditions of our third party supplier's end user software licence agreement (a copy of which is available from their website at www.yuuguu.com/user_license) in addition to these Terms.

4.4 Before you download, install or in any way use the web conferencing software from our Website, please ensure that you have read and agree to the terms and conditions set out in the end user software licence agreement. When you browse our third party supplier's website and click on the following link, you will be subject to the terms and conditions of their website (available at www.yuuguu.com/terms_of_use). We are not responsible for any products, services or materials found on our third party supplier's site, your use of their site is entirely at your own risk, and we accept no responsibility for the content of their site.

4.5 You agree that, in addition to the terms of the web conferencing end user software licence, you shall not (and you shall not permit anyone else, including any Participant, to) copy, translate, merge, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the software or any part thereof, unless this is expressly permitted or is otherwise required or permitted by law (and then, only to the extent so permitted or required), unless you have obtained our express prior written consent.

4.6 You agree to comply promptly with any reasonable instructions given by us from time to time in connection with the use and operation of the web conferencing software.

4.7 Please be aware that from time to time, the web conferencing software may automatically download and install, or request or require you to download updates from us or our third party supplier. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions of the software. By accepting these Terms you agree to receive such updates and permit us to deliver these to you as part of your use of the Services.

4.8 We reserve the right to discontinue the provision of the web conferencing service at any time.

4.9 You acknowledge and agree that our affiliated third party supplier may contact you by email in the event that we are to discontinue the provision of the web conferencing Service (so that they may offer to provide you with an alternative web conferencing service, or to see how they may improve the performance of the product).

4.10 You agree and undertake to stop using the web conferencing Service (and to uninstall the software) if at any time you terminate your agreement with us to use the Green Call Service or Premium Service.

6. The provision of Services to you by Green Call

6.1 We will provide the Services to you from the point specified in the Additional Terms and Conditions applicable to the Service that you have Registered to use.

6.2 The provision of our Services is subject always to available capacity and we do not guarantee that the number of connections required by you will be available at any given time.

6.3 We will provide the Services with the reasonable skill and care of a competent telecommunications service provider. We cannot guarantee however a fault-free and/or uninterrupted Service, and from time to time faults and/or interruptions may occur. We will repair faults and rectify interruptions as quickly as reasonably possible.

6.4 Our Services are available 24 hours a day seven days a week except:

- **(i)** in the event of scheduled planned maintenance, in which case the Service may not be available between 2am and 5am Sunday morning (UK time);
- **(ii)** in the event of unplanned or emergency maintenance, we may, if the need arises, have to carry out work that may affect the Service. In this event calls may be truncated or may not connect. If we have to interrupt the Service, we will make every effort to restore it within a reasonable time; or
- **(iii)** in the event of circumstances beyond our reasonable control.

6.5 We shall also be entitled to suspend the provision of the Services during any technical failure and/or in the event that it is necessary to safeguard the security and integrity of our Services.

6.6 Occasionally we may: (i) change the PIN code or phone number or the technical specification of the Service for operational reasons; or (ii) give you instructions that we believe are necessary for security, health or safety, or for the quality of the Services that we supply to you or to our other customers and you agree to observe them; but before doing so, we will give you as much notice as we can.

6.7 By accepting these Terms you acknowledge and agree that the form and nature of the Services may change from time to time without prior notice to you. As part of your acceptance of our right to change and develop the Services, you acknowledge and agree that we may stop (permanently or temporarily) providing some or all of the Services (or any features within the Services) to you at our sole discretion, without prior notice to you.

7. Your use of the Services

7.1 You agree to use the Services only for purposes that are permitted by the applicable Terms. You must also use the Services in accordance with all reasonable instructions we may give you from time to time and in accordance with all applicable laws and/or regulations.

7.2 Access to an operative telephone line is required to use our Services. Access to the Internet and an e-mail address are required in order to use this Website and some of elements of our Services. You must make your own arrangements for Internet and/or telephone line connection, and you are responsible for any telephone costs and/or charges which may become due in relation to accessing and/or using (as applicable) the Website and/or any of our Services.

7.3 You and any person that you invite or allow to use the Services (a **Participant**) must use tone-dialling telephones to dial in to any telephone based element of the Services.

7.4 You agree that you will not, and you will not permit or engage any Participant or any other person to:

- **(i)** engage in any activity that interferes with or disrupts the Services (or the servers and networks which are used in or in connection with the provision of the Services) or is in any way unlawful or not in accordance with all applicable laws and/or regulations;
- **(ii)** reproduce, duplicate, copy, sell, trade or resell any of the Services for any purpose;
- **(iii)** send, use or reuse any material that is illegal, offensive, pornographic, abusive, indecent, defamatory, immoral, obscene or menacing; or in breach of copyright, trademark, confidentiality, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, commercial solicitation, chain letters, mass mailings or any "spam"; or
- **(iv)** harass, annoy, inconvenience or cause needless anxiety to any person (including, without limitation, to make or attempt to make 'hoax' or 'prank' calls), (together, **Prohibited Purposes**).

7.5 We reserve the right to record calls made through our Services and to use such recordings for the sole purpose of investigating any suspected, alleged or actual use of our Services and/or the underlying telecommunication systems or networks for Prohibited Purposes.

7.6 You acknowledge and agree that we and/or our licensors own all legal rights, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

8. Telephone access number(s), PIN code(s) and account security

8.1 We will allocate any PIN code(s) to you at the time detailed in the specific Additional Terms and Conditions applicable to each Service.

8.2 You shall not acquire any rights in relation to any telephone numbers or any other PIN code or number or passwords allocated by us in connection with the Services. You must access our Services using only the phone numbers and/or PIN provided by us to you.

8.3 You are responsible for the security, safe keeping and proper use of the PIN code (and any other passwords) once you have received it from us. Other than as expressly permitted by these Terms, you have no right to sell or agree to transfer the PIN code(s) or passwords provided to you for use with the Services and you understand that you shall not do so.

8.4 You are not permitted to advertise any phone number or PIN code or password provided to you for use with any of the Services without our prior written consent, and you undertake to ensure that this does not happen.

8.5 You are responsible for maintaining the confidentiality and security of any PIN code(s), telephone numbers and/or passwords that we provide to you. In the event that you become aware of or suspect that your account may be subject to unauthorised use, you agree to notify us immediately at friends@greencall.org

8.6 We shall exercise all reasonable efforts to ensure the security of your communications, but we cannot guarantee that all communications shall be completely secure. There remains a risk that, for reasons outside our control, your communications may be intercepted or accessed, whether lawfully or unlawfully, by persons or entities other than the intended recipient.

9. Charges and payment for the Services

9.1 Details of the charges and payment terms and/or mechanisms applicable to your use of the Services (where applicable) are set out more fully in the specific Additional Terms and Conditions applicable to each Service. Where a particular Service (or part thereof) is chargeable, you agree to make payment against such charges in accordance with the Additional Terms and Conditions applicable to that Service.

9.2 Charges (where applicable) exclude (unless expressly stated otherwise) VAT which will be added at the prevailing rate at the time at which we issue an invoice to you.

9.3 We reserve the right to charge interest at a rate of 5% above the Bank of England base rate on any charges (where applicable) not paid within 30 days of the date of the applicable invoice sent by us to you in accordance with the Additional Terms and Conditions applicable to the relevant Service.

10. Your use of the Website

10.1 The Website is accessed via the Internet. You are responsible for providing a suitable computer or mobile device to access and use the Website and for any telecommunications costs you incur in connection with your use of the Website. Please note that the quality of your computer and the quality of your connection will affect your use of the Website and the online services available through the Website (for example, the Website may seem slow if you have a poor connection).

10.2 You should also check that your computer has suitable protection, such as virus protection. We are not responsible for any computer virus or bug that affects your computer, mobile device or data as a result of your use of the Website or the downloading of any materials from the Website.

10.3 We do not allow any illegal activities to take place on the Website. You agree to use the Website for lawful purposes only and in a manner which is consistent with any and all applicable laws and regulations in the country in which you access the Website. Your use of the Website must not infringe the rights of, or restrict or inhibit the use and enjoyment of the Website by, any other person. You agree not to take any action that imposes an unreasonable, or disproportionately large, load on the infrastructure of the Website.

10.4 Although we take pride in the Website and aim to keep it up to date, please note that information we post on the Website may, at times, be incomplete, out of date or inaccurate. If you wish to rely on any information we post then we recommend that you first confirm with us that the information you wish to rely on is correct. The content of the Website is subject to change at any time.

10.5 We are the owner or the licensee of all intellectual property rights used and/or displayed on our Website, and in the material published on our Website. This material is protected by copyright laws and treaties around the world. You may print off one copy, and may download extracts, of any page(s) from our Website for your personal reference and you may draw the attention of others within your organisation to material posted on our Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

10.6 Our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged. You must not use any part of the materials on our Website for commercial purposes without obtaining a written licence from us or our licensors to do so. If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials which you have made.

10.7 We may also claim trade mark and service mark rights in marks contained within the pages of this Website. Other trade marks and names may be used in this Website to refer to the entities claiming the marks and names of their products and/or services. We disclaim any proprietary interest in the marks and names of others.

10.8 Where we provide hypertext links to third party Websites or contacts we do so for information purposes only. We are not responsible for any products, services or materials found on linked third party sites. You use such links entirely at your own risk and we accept no responsibility for the content or use of such Websites or for the information contained on such sites (including any Website through which you may have gained access to the Website). You may not link to this Website, nor frame it, without our prior written permission.

10.9 Our aim is to make the Website available for use at all times, but we cannot, and do not, guarantee availability either generally or at any particular time. There will be times when the Website is unavailable. Such unavailability may be planned (for example, where we are carrying out planned maintenance or upgrades) or unplanned (for example, where there is a hardware or software failure). You acknowledge and understand that you will not be able to use the Website when it is unavailable. We will try to keep unavailability to a minimum, but we accept no liability for any loss or damage you may suffer as a result of the Website. We reserve the right to add to or change the Website and/or the functionality of your Green Call account (where applicable) at any time without notice or explanation and without incurring any liability to you.

11. Termination or suspension of the Services by us

11.1 We may suspend access to or use of all or part of the Services and/or terminate our agreement with you immediately if: (i) you materially breach these Terms; (ii) we believe that the Service is being used in a way forbidden or otherwise not permitted by these Terms (this applies even if you do not know that the Services are being used in such a way); (iii) you fail to pay any charges (where applicable) within 30 days of the date of our invoice to you; or (iv) if you become insolvent (or suffer or incur any event or circumstances analogous to insolvency).

11.2 We will inform you of such suspension and/or termination as soon as reasonably possible and explain why we have taken this action.

11.3 If we suspend your access to the Services (or any part thereof), access will not be restored until you satisfy us that you will only use the Service in accordance with these Terms.

11.4 You acknowledge and agree that if we suspend access to your user account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

12. Termination or suspension of the Services by you

12.1 You may terminate your agreement with us at any time by giving us 30 days' written notice of your intention to terminate this agreement. You should contact us to let us know using the contact details out at paragraph 25.

12.2 Nothing in this paragraph 12 limits or affects any right that you may have to cancel this agreement pursuant to the Additional Terms and Conditions that apply to the Service that you are using.

13. Limitation of liability

13.1 Nothing in these Terms shall exclude or limit our liability for death or personal injury arising from our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be limited or excluded by law. This provision overrides all other provisions of these Terms.

13.2 The warranties and conditions set out in these Terms are in lieu of all other conditions, warranties or terms which might but for this Paragraph 13 be implied or incorporated into any dealings between you and us in respect of our Contract and/or the Services by statute, common law or otherwise, all of which are excluded to the extent permitted by applicable law.

13.3 We do not recommend use of the Services where the risk of non-connection or loss of connection carries a material risk. Accordingly you may only use the Service if you accept that all such risk is yours and you should insure against such risks accordingly.

13.4 Subject to Paragraph 13.1, we will not be liable to you under any statute or in contract, tort or otherwise for any: (i) loss of profits, business revenue, business opportunity, contracts, goodwill and/or anticipated savings; (ii) indirect or consequential loss or damage; or (iii) loss suffered that is avoidable through your reasonable conduct including (where applicable) you backing up all data available and

following our reasonable advice in relation to any Services we provide to you, which arises out of or in relation to these Terms.

13.5 Subject to Paragraph 13.1, our total aggregate liability to you under or in connection with these Terms (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to: (i) where, pursuant to the applicable Additional Terms and Conditions a charge applies to relevant Service(s), an amount not exceeding the value of charges paid by you to us; or (ii) where, pursuant to the applicable Additional Terms and Conditions no charge applies to relevant Service(s), an amount not exceeding the costs of the call charges incurred for the call in question.

14. Indemnity

You shall defend, indemnify and hold harmless us and our respective officers, and directors against all losses, costs, damages, and expenses (including legal costs and disbursements on a solicitor and client basis) suffered or incurred and arising out of or in connection with any claim or demand made or threatened arising out of or in relation to:

- **(i)** the use by you or any of your Participants of the Services (including the use of any Software) in breach of these Terms;
- **(ii)** any breach or alleged breach of any representation, warranty or obligation given by you;
- **(iii)** or any claims or actions brought against us arising out of or related to the use of the Services by you or your Participants.

15. Variation

15.1 By accepting these Terms you acknowledge and agree that we may make changes to these Terms from time to time. When these changes are made, we will make a new copy of these General Terms and Conditions and/or Additional Terms and Conditions available at www.greencall.org/Terms-and-Conditions.

15.2 By accepting these Terms you acknowledge and agree that if you use the Services after the date on which these Terms have changed, we will treat your continued use of the Services as acceptance of the amended and updated Terms.

16. Your privacy and personal information

For information about our data protection practices, please read our Privacy Policy which can be viewed at www.greencall.co.uk/Privacy. The Privacy Policy explains how we process your personal information and protects your privacy when you use our Services and submit your information or data to us. You will be asked to confirm your acceptance of the terms of our Privacy Policy. By reading and accepting the terms of the Privacy Policy you agree to the use of your data in accordance with our privacy practices. By using our Website, you consent to such processing and you warrant, represent and undertake that all data provided by you is accurate, up to date and complete.

17. Confidential information

You shall hold in confidence all information concerning our business and affairs that we provide to you and which is designated as confidential or which by its nature is confidential. You shall not disclose such

information to any third party and shall, immediately following our request, either destroy or return all such information to us.

18. Circumstances beyond our control

We will not be liable to you for any breach of or delay in the performance of our obligations under these Terms to the extent that the breach is directly or indirectly due to circumstances beyond our reasonable control, which shall include fire, flood, storm, other natural event, act of God, explosion, lock-out, strikes, civil disturbance or war.

19. Third party rights

No third party shall have any rights under or in connection with these Terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

20. Waiver

No delay or failure by us in exercising or enforcing any right or remedy under these Terms will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.

21. Severability

If at any time any provision of these Terms is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these Terms, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Terms.

22. Governing law

22.1 These Terms are governed by and shall be construed in accordance with English law and, except as set out in Paragraph 22.2, you and we hereby submit to the exclusive jurisdiction of the English courts.

22.2 If you fail to pay us on time for any monies due to us under these Terms then you acknowledge and agree that we may bring a claim against you for non-payment in any jurisdiction in which you or your assets are located.

22.3 We reserve the right to seek interim relief against you (such as an injunction) through the courts of England and Wales and any other jurisdiction to protect our rights and interests, or to enforce any of your obligations arising pursuant to these Terms.

23. Disputes

We always try to give you the best service we can so if you have a grievance with us please let us know and we will try to sort it out quickly and amicably. All grievances should be written down by you and sent to us at our registered office at Green Call Limited, Hoste House, Whiting Street, Bury St Edmunds, Suffolk, IP33 1NR.

24. Keeping these Terms

We do not separately file these General Terms and Conditions or any Additional Terms and Conditions. All our contracts are concluded in English. You can always access the latest version of these General Terms and Conditions at this page, and the Additional Terms and Conditions applicable to each particular Service by clicking on the hyperlinks provided at Paragraph 1.3. Please make a durable copy of these General Terms and Conditions and any applicable Additional Terms and Conditions by printing and/or saving a downloaded copy on your own computer.

25. Contacting us

To contact us please phone us on +44 (0) 800 009 3047 or email us at friends@greencall.org. Hoste House, Whiting Street, Bury St Edmunds, Suffolk, IP33 1NR.

VERSION 1.0.6

Green Call Service additional terms and conditions

These Additional Terms and Conditions apply in respect of our Green Call Service, and apply in addition to our General Terms and Conditions.

1. Definitions

1.1 Unless the context otherwise requires and except for those words and expressions defined in these Additional Terms and Conditions, words and expressions defined in the General Terms and Conditions shall have the same meanings where used in these Additional Terms and Conditions.

1.2 References to Paragraph numbers in these Green Call Service Additional Terms and Conditions refer, unless expressly stated otherwise, to Paragraphs contained in these Green Call Service Additional Terms and Conditions.

1.3 In these Green Call Service Additional Terms and Conditions, unless the context otherwise requires, "Network Operator Call Charge" means the price charged to the caller by the network operator.

2. Scope of the Green Call Service

2.1 Our Green Call Service gives you the ability to have simultaneous telephone calls with other Participants via the telephone network.

2.2 As more particularly described in these Green Call Service Additional Terms and Conditions, the Green Call Service is a free and easy to use conference call service with no booking or billing fees and Green Call does not charge you any kind of fee to register or use the service. You just pay for the Network Operator Call Charges, which appear on your phone bill in the same way as any other call. Once you have Registered on our Website or by emailing us your email addresses we will provide you with a PIN and dial in number.

2.3 You may then share the PIN, dial-in number and start time of the conference call with your other call Participants and at the agreed time, you and your Participants may dial-in, enter the PIN and start conference calling.

3. Registration process, when our contract with you begins, and your right to cancel

3.1 If you wish to use our Green Call Service you must Register with us online at www.greencall.org or email us your and your companies email addresses to friends@greencall.org

3.2 To Register, you must provide a current valid email address in the registration box shown on screen. Please then review our General Terms and Conditions and these Green Call Service Additional Terms and Conditions (together with the Additional Terms and Conditions applicable to any other Service that you wish to use) and, providing that you accept and agree to be bound by such Terms, then click on the ["get my PIN"] button. By clicking the 'get my pin' button you read and agree to the terms and conditions and the privacy policy

3.3 Once you have submitted your Registration details we will issue you with a PIN. This will be sent in a form of an email and be sent from the email address friends@greencall.org . The dial-in number that you

must use for the Green Call Service will also be displayed on the email. It is at this point that our contract with you begins, and we will provide the Green Call Service to you from the point that we confirm your PIN .

3.4 This confirmatory email will set out your user details.

3.5 The email address that you provide to us will be used by us to communicate service messages and for marketing purposes (in accordance with the terms of our Privacy Policy and General Terms and Conditions).

4. Your right to cancel the Green Call Service at any time

You may stop using the Green Call Service at any time, and cancel your contract with us without liability by contacting us using the contact information provided at Paragraph 25 of our General Terms and Conditions.

5. Charges for the Green Call Service

5.1 We do not charge you directly for the use of the Green Call Service.

5.2 Each user of the Service, including you and your Participant(s), will be charged the prevailing Network Operator Call Charge rate for calls to the dial-in number applicable to the Service that you use.

5.3 All users (including your invited Participants) will be invoiced for the Network Operator Call Charge on their standard telephone bill issued by their telephone network operator at the prevailing Network Operator Call Charge rate for calls to the dial-in number.

5.4 We always advise that you should check with your telephone network operator to confirm the applicable Network Operator Call Charge rate for the dial-in number that we give to you.

5.5 There are no cancellation or booking charges.

VERSION 1.0.6

Green Call Premium service additional terms and conditions

These Additional Terms and Conditions apply in respect of our Green Call Premium Service, and apply in addition to our General Terms and Conditions. Please read these Green Call Premium Service Additional Terms and Conditions together with our [General Terms and Conditions](#) carefully before Registering for and/or using our Green Call Premium Service.

1. Definitions

- 1.1 Unless the context otherwise requires and except for those words and expressions defined in these Additional Terms and Conditions, words and expressions defined in the General Terms and Conditions shall have the same meanings where used in these Additional Terms and Conditions.
- 1.2 References to Paragraph numbers in these Green Call Premium Additional Terms and Conditions refer, unless expressly stated otherwise, to Paragraphs contained in these Green Call Premium Additional Terms and Conditions.
- 1.3 In these Green Call Premium Service Additional Terms and Conditions, unless the context otherwise requires:
 - "Network Operator Call Charge" means the price charged to the caller by the network operator; and
 - "Green Call Call Charge" has the meaning given to that term in Paragraph 6.1.

2. Scope of the Green Call Premium Service

- 2.1 Our Green Call Premium Service gives you the ability to have simultaneous telephone calls with other Participants via the telephone network.
- 2.2 As more fully described in these Green Call Premium Service Additional Terms and Conditions, Green Call Premium Service is a tailored global audio and web conferencing service, which is delivered via a telephone or the internet and accessed through a unique PIN(s).
- 2.3 The particular specification and pricing applicable to your Green Call Premium Service package will be specified in (or attached to) the confirmatory email that we send to you when we agree to provide the Services to you (please see Paragraph 3 for more information).

3. Registration, subscribing to Green Call Premium, and when our contract with you begins

- 3.1 If you wish to use our Green Call Premium Service you must Register with us by phone on 0800 009 3047 or email your interest to friends@greencall.org . This is the case even where one of our customer representatives has visited you to discuss your requirements. Calls will be charged at your telephone provider's standard rate for each of these numbers.
- 3.2 When you Register you must provide a current valid email address and such additional information as we may require in order to provide a quote to you, and to set up your customer account (for example, how you would like to pay, and your telephone number). We will use your email address to communicate Service messages to you and for marketing purposes (in accordance with the terms of our Privacy Policy and our General Terms and Conditions).
- 3.3 Before Registering, one of our customer representatives will discuss your requirements and make suggestions as to the package and call features that may be suitable for you. Our customer representative will talk you through the various costing options and suggest a cost for your use of the Green Call Premium Service.
- 3.4 The Green Call Premium Service is a flexible package that gives you the option to tailor the services to meet your needs. Where you would like to do this (for example, to create a personalised or branded welcome message), an initial set-up fee may apply. Our customer representative will let you know how much this will cost.

An initial set-up fee may be payable in other circumstances, and our customer representative will explain this to you (if applicable).

- 3.5 Following the call, we will send you an email that summarises our proposal. Where you are a business customer, and you have told us that your business needs an authorised person to accept our proposal, a copy of this email will also be sent to them (at the email address you specify) so that they may review and accept the proposal.
- 3.6 The proposal will show the details of our suggested service (including the cost per minute of using the Green Call Premium Service), (ii) your billing details, and (iii) your contact details. Please review this information and ensure that it is correct, and that the proposed service(s) meet your needs. You will be asked to reply to the email to either accepting or rejecting our proposal. If any of the information is incorrect, or if you would like to change any of the details of the proposal, please tell us the reason for your rejection. One of our customer representatives will then give you a call to see how we can help.
- 3.7 If you are happy with the details of our proposal, please confirm that you have read and agree to the terms of our proposal, the General Terms and Conditions and Green Call Premium Additional Terms and Conditions, and our Privacy Policy by replying to us. We will attach a pdf with the outline of the agreement which we will need you to sign. Unless we expressly agree otherwise, our proposal is valid for a period of 30 days. Our sales representative may bring this document for you to sign in person.
- 3.8 By "Accept" by signing the pdf you warrant and represent to us that: (i) where you are acting on behalf of a business, you are authorised by the business to make request the Services from us and to place an order for the Green Call Premium Service for and on its behalf; (ii) the information you have provided to us as part of the Registration process is accurate, complete and up-to-date; and (iii) you are entitled to purchase the services using the payment 0800 009 3047 end_of_the_skype_highlighting details that you have provided.
- 3.9 Your purchase of the Green Call Service is offered by us on this Website (and in any proposal documentation that we submit to you or that you view on our Website) on an "invitation to treat" basis only. By submitting acceptance to our initial proposal, you are making an offer to us to purchase the Services. Your offer will only be accepted by us and a contract formed when we have confirmed that we have accepted your request in accordance with Paragraph 3.10.
- 3.10 We accept your Green Call Premium Service request at the time we send confirmation to you by email that we accept the request and your order has been successful and it is at this moment that a contract is made between you and us in respect of the provision of the Green Call Premium Service. Our confirmation email will attach a PDF copy of the applicable Terms and a summary of the Green Call Premium Service that we will supply to you, together with a summary of the agreed pricing, billing and contact details. We may decline your order request for the Green Call Premium Service at our absolute discretion, and we are not obliged to provide the Green Call Premium Service to you until we have confirmed our acceptance to you.
- 3.11 We will provide the Green Call Premium Service to you from the date of our confirmatory email, although you will not be able to use the conference call Services until we have confirmed your PIN code(s) together with any other required Service information. We will provide this information to you by email in the working days immediately following our confirmation email.
- 3.12 Where an initial set-up fee applies to your Green Call Premium package, we will issue an invoice for the set-up fee to you. This invoice will be payable by you in accordance with our payment terms, which are set out at Paragraph 6.3.

4. **Your right to cancel**

- 4.1 Subject to Paragraph 4.2 and Paragraph 4.3, you have the right to cancel your agreement for Green Call Premium Service with us without liability at any time within seven working days from the first working day following the day that we send you our confirmatory email confirming that we agree to provide the Green Call Premium Service to you. If you choose to cancel your agreement with us during this period, we will provide a full refund to you of any charges that you have paid to us.
- 4.2 If you use any of the Green Call Premium Services within the cancellation period referred to in Paragraph 4.1 and then cancel your agreement with us in accordance with Paragraph 4.1, you must pay to us any charges incurred in respect of your use of the Services.

5. **Our agreement with you**

- 5.1 The contract will continue until terminated by either you or us in accordance with Paragraphs 11 and 12 of our General Terms and Conditions.
- 5.2 We may contact you throughout the duration of our agreement with you to see if we can improve our services, or offer you a more competitive package. If we do agree any changes to your Green Call Premium Service or the terms of our agreement with you, we will send you a new proposal and we will enter into a new agreement with you following the steps set out in Paragraph 3. Upon the conclusion of a new or revised agreement with you for the provision of the Green Call Premium Service, our original agreement will be deemed to have been terminated.

6. **Charges for the use of the Green Call Premium Service, and our payment terms**

- 6.1 In addition to any initial set-up fee (which will be invoiced to you in accordance with Paragraph 3), you will be charged at the agreed rate for your usage of the dial-in numbers at the prices set out in our confirmatory email to you (the Green Call Call Charge).
- 6.2 We will invoice any Green Call Call Charges applicable to your use of the Green Call Premium Service on a monthly basis.
- 6.3 All invoices are payable within 30 days of issue. You may pay by BACS transfer, credit or debit card, or by direct debit. If you wish to pay by way of BACS transfer, you will need to ensure that payment reaches us within 30 days of the date of our invoice. If you have decided to pay using a debit or credit card, please call us and one of our customer representatives will take payment. Our customer representative will advise you of the cards that we accept. Authority for payment is given, and your card will be charged, at the time of your call to us. Where you have arranged to pay by way of direct debit, payment will be taken no less than ten (10) days after the date of our invoice.
- 6.4 If we do not receive payment from you, we may immediately terminate or suspend your use of the Green Call Premium Service, and stop any development work that we are doing for you (for example, creating a branded welcome message for you).
- 6.5 If you have any queries in respect of your invoice, please contact us.
- 6.6 Please be aware that you and your invited Participants will also have to pay (where applicable) for any Network Operator Call Charges incurred in respect of calls made using the Green Call Premium Service. Any Network Operator Call Charges will be invoiced on the standard telephone bill issued by your (or their, as applicable) telephone network operator at the prevailing Network Operator Call Charge rate for calls to the relevant dial-in number. We always advise that you and each of your Participants should check with the relevant telephone network operator to confirm the applicable Network Operator Call Charge rate.
- 6.7 There are no cancellation or booking charges.