

Terms of Service

Service Description sipgate

This Service Description applies to all VoIP services („Service“) provided by sipgate GmbH („sipgate“). The following service description specifies the content and the conditions for using the Service of sipgate. Additionally, the Terms and Conditions sipgate team applies for the use of the Service.

1. General

1.1. sipgate Account

According to the statutory and contractual provisions sipgate will create a so-called sipgate account for the customer. This sipgate account will include all relevant data with regard to the contractual relationship of the customer and sipgate. sipgate will assign a customer number to the customer. In addition, sipgate will maintain a credit account for the customer.

1.2. sipgate credit account

In order to utilise the sipgate services subject to charge, the customer needs to have a positive account balance (prepay method). The various methods to top up the credit account are listed in the customer's online account (e.g. credit card, bank transfer).

1.3. General Features for VoIP connections from sipgate

1.3.1. In the framework of sipgate's technical and operational possibilities and in accordance with the following regulations, a VoIP connection will be made available to the customer. Provided that the customer disposes of appropriate internet access according to RFC 3261 the customer will be enabled to connect to a SIP server via SIP.

1.3.2. SIP server have an average minimum availability of 98% over a 365 days period. The SIP server is considered available when the client can connect to the server. Maintenance, installation and modification times are explicitly excluded from the calculation of the SIP server availability.

Due to the technical capabilities of other telecommunication networks the following may effect the quality and availability of the Service:

The customer's internet connection

The customer's hardware & software

This may lead to restrictions that are not in sipgate's sphere of influence and for which sipgate is not to be blamed.

1.3.3. The current tariff list for all connections via the customer's VoIP connections is available at: <http://www.live.sipgate.co.uk/team/tariffs>

1.4. Telephone Numbers

1.4.1. sipgate attributes telephone numbers to the customer in accordance with the following regulations. These telephone numbers provide access to the public telephone network via incoming and outgoing telephone calls.

1.4.2. Customers residing in the territory of the United Kingdom may book a single or several geographic telephone number(s). The allocation of telephone numbers is carried out under the provision that the allocation complies with regulations under public law. 1.4.3. For the allocation of local numbers sipgate charges a monthly fee. The monthly fee is available at <http://www.sipgate.co.uk/team/numbers>.

1.4.4. Customers who already have a geographical number with another service provider may port their number(s) to sipgate. We'll charge you £ 20.- per number for the port (maximum £ 75.- for multi-line ports) and an additional £ 5.- per number if you want the number to remain in the telephone directory. The amount has to be available in your account as credit before the porting request is submitted.

1.4.5. After termination of his contract with sipgate, the customer may port his telephone number to another service provider. sipgate will charge a fee of £29.00* for the first ten telephone numbers to be ported to another service provider. Should the customer wish to port more than 10 telephone numbers sipgate will charge a fee of £0.85 * per phone number after the first ten numbers. The customer can only port all of his phone numbers from sipgate, selective porting of individual numbers is not possible.

1.4.6. The customer can hand back telephone numbers assigned to him at any time, however, a refund of the charges paid for the allocation of the number is excluded.

1.4.7. Calls to German mobile networks are not possible when using a caller ID (CLIP) outside the European Economic Area (EEA). This also applies to incoming calls with a caller ID outside the EEA which are to be forwarded to a German mobile network.

1.5. Connection Services

1.5.1. A sipgate (VoIP) connection enables customer to make in and outgoing calls. The probability for these connections is about 97% in annual average.

1.5.2. The connections to certain number lines (e.g. certain value-added and information services) may not be available to the customer. A list of excluded services and prefixes is included in the tariff list under <http://www.live.sipgate.co.uk/team/tariffs>.

1.5.3. It is not possible to create an access to the internet by using the sipgate (VoIP) account connection.

1.5.4. Emergency calls are generally possible. More information is available in the Emergency Service Description.

1.5.5. In order to protect the customer against fraud, sipgate reserves the right to block several target numbers, target number groups or certain international dial-codes. A list of all such blocks or restrictions, provided they do exist is immediately available by sipgate on request.

1.5.6. The dialling of a telephone number is not possible if the connection is not desired by the owner of the telephone number or if the customer knows that the connections should be prevented by technical measures or on the initiative of the owner. In addition, it is not permitted to make calls that are prohibited by law (e.g. cold calls, dialler).

1.5.7. A full or partial use of the Service by third parties is permitted only if this third person is part of the customer's household (for private use) or of the customer's business (in case of commercial use).

1.5.8. Under the applicable law certain telephone numbers shall not be transmitted when a telephone call is made. The Customer is obliged to respect this provision.

1.6. Access to sipgate website / web interface

sipgate provides to the customer, access to a personal web interface to manage and use sipgate's various services and functions. Access to the sipgate website or to the web interface is normally available 24 hours a day. sipgate assumes no liability for the continuous availability of this interface, nor for a continuous availability of all functions.

1.6.1. Administrator-/User accounts

With respect to the access to the web interface two authority levels have to be distinguished: the administrator account and the user account.

Access to these accounts is available when entering the username and password.

At the start the customer will have access to his personal administrator account. The customer may access this administrator account via the web interface. All information (e.g. account balances, itemised billing) and basic settings are shown in this account and the customer may - depending on the contract - (see No. 2. below) alter general settings (additional users or different locations or groups).

The user account grants full access to the functionality of the web interface (e.g. call lists, Click2Dial, personalised phone book) and its individual telephone settings. A user does not have access to the management of the accounts (e.g. accounts, account balances, etc.). More extensive rights (administrator rights) may however, be granted to a user.

1.6.2. Itemised billing

According to the configuration in the Administrator account, it is possible to retrieve a monthly itemised bill. Reference is made to the relevant regulations in the sipgate Terms and Conditions as well as the Privacy Policy.

1.6.3. Call List / Event List

Incoming and outgoing phone calls, faxes, SMS via sipgate are displayed on the user's web interface. The user may retrieve information (date, duration, etc.) of incoming and outgoing calls and may make individual notes regarding certain events. Reference is made to the relevant regulations in the referenced sipgate Terms and Conditions.

1.7. sipgate Web SMS

1.7.1. Depending on the contract, sipgate provides customers the opportunity to send text messages (SMS) via a special entry mask which is available in the web interface.

1.7.2. The prices for these text messages are set out under <http://www.live.sipgate.co.uk/team/tariffs>.

1.7.3. It is not permitted to send text messages to recipients, which do not agree with the reception of a text message. Also excluded are dispatches, which are legally not allowed (e.g. SPAM).

1.7.4. Any use of sipgate SMS for automatic transmission is not allowed.

1.7.5. sipgate will always be named as the SMS sender.

1.7.6. sipgate stores incoming and outgoing SMS in order to make them available to the customer. However sipgate does not guarantee the storage of any particular SMS. sipgate generally recommends to backup copies of all SMS.

1.8. sipgate Web Fax

1.8.1. Depending on the contract booked sipgate provides customer the opportunity to send and receive faxes via a special entry mask in the web interface.

1.8.2. The price for dispatching faxes are identical to those for voice calls, as far as it is not otherwise stated under <http://www.live.sipgate.co.uk/team/tariffs>.

1.8.3. It is not permitted to send faxes to recipients, which do not agree with the reception of a fax. Also excluded are dispatches, which are legally not allowed (e.g. SPAM)

1.8.4. Any use of sipgate for automated fax forwarding is not allowed.

1.8.5. sipgate stores incoming and outgoing faxes in order to make them available to the customer. However, sipgate does not guarantee the storage of any particular fax. sipgate generally recommends to backup a copy of every fax.

1.9. sipgate Voicemail

1.9.1. Depending on the contract booked sipgate provides customer the opportunity to utilize a voice mail. The respective settings are found in the customer's web interface.

1.9.2. Incoming calls can be redirected to the customer's voice mail according to rules specified by the customer. The messages may be retrieved by the customer using the web interface, by phone or from external phones. The messages may be downloaded or sent to any e-mail address. The messages are available as mp3-files. Each message is limited to a length of up to two minutes.

1.9.3. sipgate stores voicemails for customers in order to make them available to the customer. However, sipgate does not guarantee a permanent storage of the messages. sipgate generally recommends to backup a copy of each voicemail.

2. Special Service Description

2.1. sipgate basic

2.1.1 The product sipgate provides customers having concluded a sipgate contract with telephone functions for one person as well as access to a web interface in order to enable the customer to manage and use the various services and functions. The customer receives access to an administrator account.

The customer may allocate his phone number to his VoIP connection (see paragraph 1.4.). Also included in the product is a VoIP connection and the possibility to integrate two additional external telephone numbers (e.g. mobile phones or landline phones via parallel call). Furthermore, the customer may use sipgate web SMS in accordance with No. 1.7. and sipgate voicemail according to No. 1.9.

Also included is the ability to send and receive faxes in accordance with No 1.8.

2.1.2 No fee

No monthly fee will be charged. The tariffs for connections (telephone calls, SMS, fax) as well as the costs for the allocation of additional numbers are listed under (<http://www.live.sipgate.co.uk/team/tariffs>).

Only one sip contract per person/company is allowed.

2.2. sipgate team

2.2.1. Trial Phase

Customers may test sipgate team for 30 days for free without any further obligation. A sipgate account will be created for the customer and a specific amount of free of charge telephone numbers will be allocated to the customer for the trial phase (depending on the trial-product chosen). During the trial phase the customer only pays for calls made according to the tariff list. After the end of the trial period the contract ceases automatically and the telephone numbers assigned to the customer will be unavailable. The sipgate account of the customer will persist for free (as a sipgate basic account) but may at any time be deleted upon the customer's request.

The customer may at any time during or after the testing phase enter into a regular sipgate team contract.

2.2.2 sipgate team 3, 5, 10, 25, 50, 100

2.2.2.1. The product

Customers with a team contract will be provided with web-based PBX functions for a certain number (3, 5, 10, 25, 50, 100) of individuals (users). The customer receives access to an administrator account, in which additional user accounts can be created and managed. Each user will have access to a personal web interface in order to manage and use the various services and functions of the product. The web-based PBX can be configured via the web browser (using the administrator account).

A user account may also be equipped with administrator privileges.

A VoIP connection (see point 1.3.) will be assigned to each

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user and the user will have the possibility to include additional external telephones (e.g. mobile phones or landline phones via parallel call) in the PBX. In this respect separate telephone numbers may be allocated to each VoIP connection. The respective telephone numbers may be booked by the customer or ported to sipgate according to No. 1.4.

The customer can also specify different locations in his account. In addition the product includes the possibility to organise a specific amount of user in user groups (e.g. a separate telephone number is located to the user group in order to create a help centre).

Each user also has the possibility

- to send SMS according to No. 1.7.,
- to activate voicemail (see No. 1.9.) and
- to send and receive faxes in accordance with No 1.8. (however a telephone number is required).

2.2.2.2. Overview of basic features of sipgate team 3, 5, 10, 25, 50, 100

The monthly price as well as the scope of service (e.g. number of VoIP connections) may be viewed at <http://www.live.sipgate.co.uk/team/plans>.

2.2.3. Term and Termination

The term of a sipgate team contract lasts for one month. At the end of each month the contract is extended for one additional month unless the customer gives notice one full working day prior to the end of the month.

A refund of the monthly fee for the current (unfinished) month is not possible. After termination of a sipgate team contract the sipgate account will persist free of charge but may at any time upon request of the customer be cancelled.

sipgate reserves the right to delete inactive accounts in accordance with the Terms and Conditions.

2.2.4. Changing the contract

The customer may at any time change to any other sipgate team contract. The new contract may be used immediately. The new contract will only be charged proportional to the current month. A refund of the monthly fee of the original (old) contract is not possible.

2.2.5. Tariffs for telephone calls, SMS, fax number, and procedure
The tariff plan for all outgoing connections (telephone, SMS, fax) can be viewed at <http://www.live.sipgate.co.uk/team/tariffs>. Prerequisite for the use of sipgate team products is the customer's consent regarding his participation in recurring credit card charges. sipgate may at any time add additional payment methods.

sipgate GmbH, Düsseldorf, August 2020