



Terms and Conditions



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Yay.com SaaS Terms and Conditions (G-Cloud 15)

These Yay.com SaaS Terms and Conditions are not intended to conflict with the terms and conditions of the G-Cloud 15 Framework Contract, and where any conflict may exist, the G-Cloud Framework Contract will have precedence.

General Terms and Conditions

Who we are

You are entering into these Conditions with YayYay Limited, a company incorporated in England, with company number 08738610 and a registered office address at Unit 4 Riverside Business Park, Walnut Tree Close, Guildford, Surrey, United Kingdom, GU1 4UG.

Your acceptance

By creating a Yay.com account, or by the continued use of our Services, you have accepted the following terms and conditions (together the "Conditions") which set out the terms under which We will provide the Services to You:

- Domain Name Terms and Conditions ("Domain Name Conditions")
- Voice Terms and Conditions ("Voice Conditions")
- [Privacy Policy \("Privacy Policy"\)](#)

1. DEFINITIONS

1.1. The definitions and rules of interpretation in this condition apply in the Conditions:

1.1.1. "**Account Details**" means the details that You give to Us when You create an account with Us.

1.1.2. "**Chargeback**" means a situation where We have initially received payment from You, but that payment has been subsequently rejected by You or Your credit or debit card issuer and the payment sums are returned to You.

1.1.3. "**Communications Regulator**" means a government regulator responsible for Phone Numbers and/or Voice Service provision.

1.1.4. "**Consumer**" You are a consumer if You are an individual not: (a) using or planning to use Our Services as part of a business trade or profession;

(b) purchasing a Domain Name during a "Sunrise" or "Landrush" period as defined in the Domain Name Conditions for the Domain Name Registry (c) at Our sole discretion, purchasing our Services for financial or commercial gain, including, without limitation, for the sole purpose of placing advertisements on the Domain Name. You shall not be treated as a consumer under the contract if You have purchased or are the registered holder of 5 or more Domain Names or Phone Numbers.

1.1.5. "**Contract**" means the contract between You and Us formed by Your acceptance of the Conditions by ticking into the box next to the text "I confirm that I have read and agree to the Terms and Conditions" and pressing the "Continue" button during the process by which You create an account with Us.

1.1.6. "**Dashboard**" means the Dashboard provided by Us in the "My Dashboard" area at <https://www.yay.com> that allows You to manage your Services.

1.1.7. "**Domain Name**" means an Internet top level domain name capable of registration through Us.

1.1.8. "**Fees**" means Our fees as set out at: <https://www.yay.com>.

1.1.9. "**Geographic Phone Numbers**" means any phone number that is not a Premium Phone Number and available for sale at <https://www.yay.com> under the heading of Geographic Phone Number for a Fee or for inclusion in your monthly plan with Us.

1.1.10. "**Initial Period**" means the initial period we will provide your Service for.

1.1.11. "**Intellectual Property Rights**" means all patents, copyright and related rights, trademarks, service marks, moral rights, rights in confidential information and any other intellectual property rights in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world.

1.1.12. "**Non-Geographic Phone Numbers**" means any phone number that is not a Premium Phone Number and available for sale at <https://www.yay.com> under the heading of Non-Geographic Phone Number for a Fee or for inclusion in your monthly plan with Us.

1.1.13. "Phone Numbers" means Geographic Phone Numbers, Non-Geographic Phone Numbers and Premium Phone Numbers provisioned and accessible on the public telephone network.

1.1.14. "Premium Phone Numbers" or "Memorable Phone Numbers" means any phone number selected and purchased from our phone number search depicted as Premium or Memorable and/or itemised on our sales invoices as "Premium Number" or "Memorable Number" or otherwise as designated from time to time by Us.

1.1.15. "Privacy Service" means a Requested Domain's ownership is temporarily changed to a holding company as stated in our [Domain Privacy Service Terms & Conditions](#)

1.1.16. "Registry" means the organisation which operates the zone file converting Domain Names to Internet protocol addresses for a top level Domain Name.

1.1.17. "Renewal" means the renewal of the Services we provide to you for the period specified in Your Dashboard or otherwise at <https://www.yay.com>.

1.1.18. "Renewal Fee" means Our fees as set out in the renewal price list which can be found at: <https://www.yay.com>.

1.1.19. "Requested Domain" means the Domain Name You ask Us to register.

1.1.20. "Sales Tax" means a consumption tax charged at the point of purchase for goods and services.

1.1.21. "Services" means the services set out in clause 2.1 as amended from time to time.

1.1.22. "Whois" means a domain name search tool for an Internet top level domain name registry database.

1.1.23. "You" or "Your" means the person or business entity who is entering into this Contract with Us and who the Services will be provided to.

1.1.24. "Voice Service" means the provision of a platform to allow audio conversations across a public or private data connection.

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- 1.2. Headings in these conditions shall not affect their interpretation.
 - 1.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
 - 1.4. Words in the singular include the plural and in the plural include the singular.
 - 1.5. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
 - 1.6. Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. PROVISION OF SERVICES

- 2.1. We will provide to You the following Services in accordance with the Conditions:
- 2.2. The Services shall include (but shall not be limited to):
 - 2.2.1. purchase of Geographic Phone Numbers, Non-Geographic Phone Numbers and Premium Phone Number
 - 2.2.2. provision of Voice Services
 - 2.2.3. registering the Requested Domain;
 - 2.2.4. processing the Renewal;
 - 2.2.5. managing the information maintained in the Whois in relation to the Requested Domain;
 - 2.2.6. providing a Dashboard to allow You to manage the Requested Domain, Geographic Phone Numbers, Non-Geographic Phone Numbers and Premium Phone Number
 - 2.2.7. providing telephone and e-mail support for the Services between the times displayed at: <https://www.yay.com/support/> at Our sole discretion;

2.2.8. providing the Privacy Service (where applicable); and

2.2.9. providing relevant software, hardware and infrastructure maintenance and upgrades at Our sole discretion and without a requirement on Us to give notice to You of such maintenance or upgrades.

2.2.10. Without prejudice to Our other rights and remedies, We may at Our sole discretion suspend the provision of the whole or any part of the Services (temporarily or permanently) and will have no liability to provide the Services on the occurrence of any of the following events:

2.2.10.1. an event of Force Majeure as set out in clause 9.3.1;

2.2.10.2. upgrade or maintenance of Our or the Requested Domain Registry's IT systems, but We will restore the provision of the affected Services as soon as reasonably practicable following the suspension;

2.2.10.3. the issue by any court of competent jurisdiction or other competent authority (including, but without limitation, a person appointed under a Dispute Resolution Policy for the determination of a dispute) of an order which is binding on Us which has the effect of suspending Our Services; or

2.2.10.4. if You fail to pay any Fees or any other sums owing by You to Us when they fall due.

2.2.11. To the fullest extent permitted by law and save as provided elsewhere in the Conditions, the Services are provided by Us on an "as is" and "as available" basis and no warranty or representation (express or implied) of any kind is given that the Services will be provided on an uninterrupted, timely, secure or error-free basis.

3. YOUR OBLIGATIONS

3.1. You shall:

3.1.1. notify Us immediately if You know or have reason to suspect that there has been any unauthorised use of the Services;

3.1.2. notify Us immediately if You know or have reason to suspect that there is or may be any court proceedings or other proceedings (including but without limitation any complaint, proceedings or similar) which involve the Services we provide you with;

3.1.3. ensure that We have Your correct name, postal address, phone, fax and email information and credit and/or debit card details at all times;

3.1.4. provide identification, documentary evidence and information that We reasonably require in order to be able to carry out the Services and You agree that We may keep copies of any identification and documentary evidence on Our files for the purposes of providing and maintaining the Services;

3.1.5. notify Us of the authorised representatives whose instructions We may accept on Your behalf;

3.1.6. not use or suffer the Services to be used for any unlawful purpose or for the publication of, linking to, issue or display of, any unlawful material including any software which is pirated or which breaches any Intellectual Property Rights or any material which is obscene, pornographic, threatening, malicious, harmful, abusive, defamatory or which breaches the rights including Intellectual Property Rights of any third party or which is or encourages criminal acts or contains any virus, worm, trojan horse or other harmful code whether under English law or regulations, the laws or regulations of Your country or of any other location where the results of such purpose or the material in question can be accessed;

3.1.7. not use or suffer the Services to be allowed to be used in breach of generally accepted standards and codes of practice for the use of the Internet, including but not limited to the sending of unsolicited e-mails, "mail bombing" or the impersonation of another person whether living or dead; and

3.1.8. not use the services of any third party for the purposes, in breach of generally accepted standards and codes of practice for the use of the Internet, including but not limited to: the sending of unsolicited e-mails, "mail bombing", the impersonation of another person whether living or dead, or the publication of, linking to, issue or display of any material that refers to Us or any of Our products or services without Our prior written consent.

3.2. You agree and acknowledge that:

3.2.1. We are under no obligation to register or continue to provide our Services to you;

3.2.2. We have made no representations or warranties to You as to the availability of our Services

3.2.3. in the event of a Chargeback by Your credit card company or other credit institution We shall have the immediate right at Our sole discretion to take ownership of and suspend provision of the Services. Where We exercise Our right under this clause 3.2.3, the Services will be reinstated upon payment by You to Us of any outstanding Fees and a Chargeback administration fee of 75.00 GBP.

3.2.4. the provision of our Services shall only be provided to You on the strict basis that You consent to the processing of Your data as stated in Our Privacy Policy.

3.2.5. You abide by the [Communications Act of 2003](#) and the latest Ofcom guidance on the provision of [Calling Line Identification](#) facilities.

4. WARRANTIES

4.1. By entering into this Contract You warrant that:

4.1.1. all the identity, contact and credit and/or debit card information supplied to Us by You in accordance with provision of Our Services is correct, current and complete;

4.1.2. all passwords or any other identifiers that You use in connection with the Services will at all times be kept confidential, used properly and will not be disclosed to any unauthorised person;

4.1.3. any activity carried out in connection with the Services which requires the use of passwords or other identifiers will be carried out by You or someone authorised to act on Your behalf;

4.1.4. You accept full liability for all actions done, charges incurred and losses suffered by You for any activity carried out in connection with the Services which requires the use of Your passwords or other identifiers, whether carried out with Your authorisation or not;

4.1.5. You have all necessary permissions, licenses and consents to use the Services and that You will not infringe any Intellectual Property Rights of any other person or entity;

4.1.6. You will obtain all necessary permissions, licenses and consents that may be or are required from time to time to enable Us to provide You with Services;

4.1.7. You will not use the Services or allow them to be used for the publication, web forwarding, linking to, issue of or display of any material which in Our absolute discretion may harm Us, Our reputation or otherwise bring Us into disrepute.

5. INDEMNITY

5.1. You will fully indemnify and keep Us and Our officers, partners, employees and agents fully indemnified against all liabilities, costs, claims, expenses, demands, damages, penalties and losses (including professional costs and expenses) whether directly or indirectly suffered or incurred by Us arising out of or connected with:

5.1.1. Your breach of the Contract; or

5.1.2. Your breach of any warranty given in clause 4; or

5.1.3. any use or misuse of the Services as a result of or attributable to Your actions.

6. FEES AND PAYMENT

6.1. Any sums payable by You to Us under this Contract are exclusive of VAT or any other Sales Tax and shall be made in the currency stated at <https://www.yay.com>.

6.2. All sums payable to Us under this Contract shall be paid in full without any deduction set-off or withholding other than as required by law. You shall not be entitled to assert any credit, set-off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part.

6.3. We are under no obligation to commence the Services, unless and until We have received the required Fees and any other sums outstanding from You to Us.

6.4. We may at Our discretion retain ownership of the Services until all Fees and sums owed to Us by You have been received in full and cleared funds.

6.5. Where You authorise the payment of any Fees by credit and/or debit card, We may deduct other amounts becoming payable under this Contract under that credit and/or debit card without obtaining additional or further authorisation from You.

6.6. Where You have registered more than one credit and/or debit card with Us, We will take the Fees in the order of preference You designate to them in Your Dashboard.

6.7. Subject to clause 8.5 We will not provide credit notes or refunds.

6.8. For the avoidance of doubt and subject to clause 8.5, once a request for a Service has been placed, You do not have the right to cancel such request.

7. LIABILITY

7.1. Nothing in this Contract excludes or limits Our liability for death or personal injury caused by Our negligence or any damage or liability incurred by You as a result of fraud or fraudulent misrepresentation by Us.

7.2. We will not be liable to You in contract, tort or otherwise, including negligence for any direct or indirect immediate or consequential loss, damage, costs, expenses or other claims arising out of or in connection with this Contract for:

7.2.1. loss of profit;

7.2.2. loss of business, contracts or revenue;

7.2.3. loss of expected savings or goodwill;

7.2.4. loss of initial registration or use, or both (for whatever reason) of the Services.

7.3. Subject to clause 7.1 Our total liability to You, whether under these Conditions or otherwise, including liability for negligence, shall be no more than 5,000 GBP.

7.4. All conditions, warranties or other terms which might have effect between You and Us or be implied or incorporated into this Contract whether by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law, including without limitation any implied conditions or warranties.

8. TERMINATION

8.1. We will provide the Services to You for the Initial Period and will continue to provide them beyond the Initial Period, subject to termination in accordance with this clause 8.

8.2. Following the Initial Period either party may terminate the Contract by giving 30 days written notice to the other.

8.3. Without prejudice to any other rights or remedies which We may have, We may terminate the Contract without liability to You immediately on giving notice to You if You fail to pay Us any sum due under the Contract on the due date for payment and You remain in default not less than seven days after being notified in writing to make such payment.

8.4. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:

8.4.1. the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or

8.4.2. the other party (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or has no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986; or

8.4.3. the other party has a receiver, manager, administrator or administrative receiver appointed over its assets or income, has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or an administration order; or

8.4.4. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

8.5. Subject to clause 8.6, if You are a Consumer You have the right to cancel the Contract by notice to Us in writing within 7 days and receive a full refund at no additional cost from either; the date the Contract is formed, or the date that You receive confirmation from Us that the Contract is formed, whichever is the later.

8.6. You will no longer have the right to cancel the Contract set out in clause 8.5 once We have commenced the Services with Your consent.

8.7. Due to the real time nature of Our Services, where following termination We are unable to cancel any Services, We may make a minimum charge to You to cover costs incurred by Us for the provision of these Services.

8.8. On termination of the Contract for any reason You agree that:

8.8.1. We shall have the right at Our sole discretion to immediately delete Your account with Us;

8.8.2. Your entitlement to use any of Our Services will immediately cease;

8.8.3. Any and all of Your accrued and future rights, including rights in any accrued and future goodwill, in the Services shall immediately cease; and

8.8.4. You shall not have any title to or any licence to the whole or any part of the Service and full ownership and title in shall immediately revert to Us.

9. GENERAL

9.1. Confidential Information

9.1.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.1.2.

9.1.2. Each party may disclose the other party's confidential information:

9.1.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9.1.2.1; and

9.1.2.2. as may be required by law, court order, Dispute Resolution Policy or any governmental or regulatory authority.

9.1.3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract.

9.2. Intellectual Property

9.2.1. You acknowledge and agree that You will not own or acquire ownership of any Intellectual Property Rights in or relating to the Services other than those rights expressly granted by this Contract.

9.3. Force Majeure

9.3.1. Neither party shall have any liability under or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from circumstances beyond the reasonable control of that party (a "Force Majeure"). The party affected by such

circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and of when they expect the circumstances to cease to do so. If such circumstances continue for a continuous period of more than 90 days, either party may terminate this Contract by written notice to the other party.

9.4. Data Protection

9.4.1. Any personal data that We obtain from You during the provision of the Services will be held by Us in accordance with Our Privacy Policy.

9.4.2. Without prejudice to Clause 9.4.1 You acknowledge and agree:

9.4.2.1. that any personal data that You provide to Us for the purposes of providing our Services will be provided to the Registry, Communications Provider or such other regulatory or government authority as is required in order to provide your Services;

9.4.2.2. that details of Your name, address and payment record may be submitted to a credit reference agency for the purposes of checking your credit worthiness.

9.5. Amendments

9.5.1. We have the right to amend this Contract at any time by giving You Notice (as defined below in clause 9.10). Any such Notice shall not take effect for 28 days. After the 28 day notice period has elapsed any amendments specified in the Notice shall take immediate effect.

9.5.2. You may request an amendment to this Contract by giving Us Notice in accordance with clause 9.10.3.

9.5.3. We reserve the right not to agree or incorporate into these terms and conditions any amendments that You may propose pursuant to clause 9.5.2.

9.6. Assignment

9.6.1. You may not, without Our prior written consent (such consent not to be unreasonably withheld), assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with this Contract or any of the rights and obligations under or arising out of this Contract (or any document referred to in it), or purport to do any of the same. You may not subcontract or delegate in any manner any or all of Your obligations under this Contract to any third party or agent.

9.6.2. We may, at any time, assign (absolutely or by way of security and in whole or in part), transfer, mortgage, charge or deal in any other manner with the benefit of any or all of Our obligations or any benefit arising under or out of this Contract.

9.7. Entire Agreement

9.7.1. This Contract contains the whole agreement between the parties in respect of the subject matter of this Contract and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract.

9.8. Waiver

9.8.1. No failure or delay by Us in exercising any right, power or privilege under this Contract shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights and remedies provided by law.

9.9. Severance

9.9.1. If any provision of this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract, and shall not in any way affect any other circumstances of or the validity or enforcement of this Contract.

9.10. Notices

9.10.1. Any notice required to be given by Us under this Contract or otherwise, shall be emailed to You at the email address as given to Us by You in accordance with this Contract.

9.10.2. Any notice given in accordance with clause 9.10.1 shall be deemed to have been duly received:

9.10.2.1. if sent by e-mail, when read; or

9.10.2.2. if posted to Your Dashboard, 14 days after such posting,

whereafter any provisions contained in such notice shall be deemed to take effect immediately save for the provisions of clause 9.5.1.

9.10.3. Any notice required to be given by You under this Contract, shall be in writing, signed by a duly authorised representative and shall be sent by pre-paid first-class post or recorded delivery or by commercial courier, to the other party at its address as set out below:

9.10.3.1. The Managing Director, YayYay Limited, Unit 4, Riverside Business Park, Walnut Tree Close, Guildford, Surrey, GU1 4UG, United Kingdom.

or as otherwise notified by Us in accordance with the provisions of this clause 9.10.

9.10.4. Any notice given in accordance with clause 9.10.3 shall be deemed to have been duly received if sent by pre-paid first-class post or recorded delivery, at on the two days after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

9.11. Third parties

9.11.1. Save for those rights given to third parties in the Domain Name Conditions, for the purposes of the Contracts (Rights of Third parties) Act 1999 and notwithstanding any other provision of this Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

9.12. Law and jurisdiction

9.12.1. Save as provided in the Domain Name Conditions, this Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

9.12.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Contract or its subject matter.

Voice Terms and Conditions

The following terms and conditions ("Voice Conditions") are supplemental to the General Terms and Conditions and shall apply in the Contract:

- Fair Usage Policy ("FUP")

DEFINITIONS:

1.1. The definitions and rules of interpretation in this condition apply in the Voice Conditions:

1.1.1. "Call Route" means the audio and/or functions that occur when a Phone Number is dialled.

1.1.2. "FUP" is our Fair Usage Policy as set out here.

PURCHASE & RENEWAL OF GEOGRAPHIC PHONE NUMBERS, NON-GEOGRAPHIC PHONE NUMBERS, PREMIUM PHONE NUMBERS & VOICE SERVICE:

2.1. You acknowledge and agree that Premium and Memorable Phone Numbers cannot be ported, transferred or generally removed or used in any other capacity, other than part of a subscription to Our Voice Service, until 18 months or greater of monthly subscription Fees have been paid.

2.2. You acknowledge and agree that Geographic Phone Numbers and Non-Geographic Phone Numbers cannot be ported, transferred or generally removed or used in any other capacity, other than part of a subscription to Our Voice Service, until 6 months or greater of monthly subscription Fees have been paid.

2.3. You acknowledge that You will not rely on the provision or continued provision of a Phone Number until confirmation of completion of provisioning of the Phone Number is notified to You by way of the Phone Number appearing in Your Dashboard.

2.4. We will automatically renew Services on a monthly basis as part of your inclusive subscription or at the Fee shown at <https://www.yay.com> (which shall be non-refundable) for such renewal.

2.5. If the Phone Number passes its subscription date and has not been renewed You acknowledge that at Our discretion We may:

2.5.1. renew the Phone Number on Your behalf; and

2.5.2. change the Call Route to a route of our choice and collect and retain any revenue generated from such change.

2.6. If We decide to renew the Phone Number after the subscription date You have the right for a period of 7 days after the subscription date to pay Us the Renewal Fee. On receipt of the Renewal Fee by Us within the 7 day period, You will retain ownership of the Phone Number and as soon as reasonably practicable We shall restore the Phone Number to Your Dashboard.

2.7. If We do not receive the Renewal Fee within the 7 day period stipulated at clause 2.6, We shall have the right:

2.7.1. in Our sole discretion to terminate the Contract and change ownership of the Phone Number.

2.8. You acknowledge and agree that You will not bring or pursue any claim against Us or any other third party approved by Us who places advertisements on your Phone Number arising from the placement by them of any advertising on the Phone Number.

2.9. You acknowledge and agree that You retain no legal or equitable ownership of or interest in any Intellectual Property Rights subsisting in any advertising placed on the Phone Number by Us or any other third party approved by Us.

INCLUSIVE MINUTES & FAIR USAGE:

3.1. You acknowledge and agree that use of our Services is subject to our Fair Usage Policy and that:

3.1.1. our Premium Services permit inclusive calls to Landlines and Mobiles in the applicable subscription countries for the time period specified at the time of purchase and at the rate of one concurrent call per user;

3.1.2. our "Unlimited UK", "UK Landline and Mobile PAYG Call Pack", "Unlimited US", "Unlimited US & Mexico", "Core" or "Standard" Services permit inclusive calls to standard tariff US fixed line and cellphone numbers, UK area codes starting 01, 02, 03 and all major UK mobile operators for the time period specified at the time of purchase;

3.1.3. calls to premium national and local, service, special and virtual mobile network operator numbers are not included in any of our inclusive minute Services;

3.1.4. where relevant, Off peak is determined as the time period from 7pm – 7am weekdays & all weekend.

YOUR OBLIGATIONS:

4.1. You Shall:

4.1.1. comply at all times with any terms and conditions, rules and regulations or similar which govern the use of our Services whether issued by a Communications Provider or otherwise;

4.1.2. not use or suffer the Services to be used for any other purpose than Fair Usage.

4.2. You agree and acknowledge that:

4.2.1. the provision of Phone Numbers is subject to the requirements of Communications Regulators;

4.2.2. We have the right to pass on any additional charges made by a Communications Regulators in order to renew or maintain our Services to You;

4.2.3. We are not liable for the actions of any Registry or Communications Regulator which affect your Services whether before, during or after the Initial Period or renewal process.

TRIAL ACCOUNTS AND FREE PLANS:

5.1. You acknowledge and agree that our 14-day trial Service is provided for no other reason than to assess our Services prior to purchase.

5.2. You acknowledge and agree that our 14-day trial Service and Free Plans for Fax, Call Forwarding and SIP Trunking are limited to one plan per customer and that we reserve the right at any time to terminate provision of this Service and prioritise demand from customers using our Services that pay a Fee.

Fair Usage Policy

The following terms and conditions are supplemental to the General Terms & Conditions and shall apply in the Contract:

Purpose and Application

This Fair Usage Policy ("FUP") sets forth the terms governing the use of our Voice over IP (VoIP) and related services ("Services").

This Policy is designed to ensure the integrity and quality of our network, prevent misuse and abuse, and maintain compliance with all relevant UK legislation and regulatory requirements, including the Communications Act 2003, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), and the Ofcom General Conditions of Entitlement.

By your use of the Services, you agree to be bound by the terms of this Policy. Any breach of this Policy may, at our sole discretion, result in the immediate suspension or termination of your Services without prior notice.

UNACCEPTABLE USE AND NUISANCE COMMUNICATIONS

1. The Services must not be used for any unlawful, abnormal, prohibited, or fraudulent purpose. You shall not make or facilitate calls or messages that are unsolicited, automated, or which cause annoyance, inconvenience, or unnecessary anxiety to any person.
2. Without limitation, the following activities are prohibited:
 - 2.1. Automated Marketing: Making automated marketing calls without the recipient's prior, explicit consent, as required by PECR.
 - 2.2. Do Not Call Registries: Making marketing calls to individuals or businesses registered with the Telephone Preference Service (TPS) or Corporate Telephone Preference Service (CTPS). You are responsible for ensuring compliance with these registries.
 - 2.3. Fraudulent Traffic: Generating or attempting to generate fraudulent traffic or income through the Services, including but not limited to interconnect bypass, call pumping, or placing calls to premium rate numbers for the sole purpose of receiving a financial rebate.

2.4. CLI Misuse: Presenting a Calling Line Identification (CLI) that is inaccurate, invalid, or cannot be dialled, in contravention of Ofcom's General Conditions of Entitlement.

3. User subscriptions are provided on a per-person, per-user basis and cannot be shared among multiple individuals.

FAIR USAGE AND NETWORK INTEGRITY

4.1. Excessive Use: Using the Services in a manner that is inconsistent with typical business calling patterns, including excessive call minutes or a high volume of calls compared to our average business customers. We reserve the right to review this and, if necessary, terminate your service or move it to a more suitable plan.

4.2. Automated Dialling: The extensive use of auto-diallers or applications that generate a high number of short-duration or continuous calls, as is typical of telemarketing or call centre operations.

4.3. Low Answer Rate: Maintaining a consistently low Answer Seizure Ratio (ASR), which is indicative of a high volume of unanswered dialled calls.

4.4. Resale and Sharing: Where not sold through a formal Partner or Reseller account: reselling, sharing, or allowing any third party to use your subscription minutes or Services for a commercial purpose.

ACCOUNT AND SECURITY

5. You are responsible for the security and proper use of your VoIP account and associated equipment. While we provide security features, you are responsible for:

5.1. Account Security: Protecting your account credentials and passwords. You are liable for all activity that occurs on your account, whether authorised or not.

5.2. Device Security: Ensuring that all devices connected to the Services are properly secured, including having up-to-date firmware, strong passwords, and appropriate firewall and anti-virus protection.

ENFORCEMENT

6. In the event of a breach or suspected breach of this Policy, we reserve the right to take any action that we deem appropriate, which, without prejudice to any other rights or remedies available, includes:

6.1. Investigation: Investigate and monitor your usage and activity, which may include the examination of material or data on our networks, gathering information from you and third parties.

6.2. Formal Warning: Issue a formal warning requiring you to remedy the breach.

6.3. Service Action: Restrict or suspend your access to the Services, in whole or in part.

6.4. Termination: Immediately terminate your Service agreement.

6.5. Reporting: Report serious breaches to relevant regulatory bodies, including the ICO and Ofcom. You acknowledge that the ICO can issue fines for serious PECR breaches.

7. We reserve the right to prevent you from purchasing or attempting to purchase any Services in the future if your previous account was terminated due to a breach of this Policy, whether through the original or a new account.

8. This Policy may be updated from time to time to reflect changes in legislation and regulation. Your continued use of the Services constitutes your acceptance of the updated Policy, which becomes effective when a revised policy is posted on our website.

Domain Name Terms and Conditions

The following terms and conditions ("Domain Name Conditions") are supplemental to the General Terms and Conditions and shall apply in the Contract:

[Domain Privacy Service Terms & Conditions \("Domain Privacy Service Terms & Conditions"\)](#)

[Registrant Rights & Responsibilities for ICANN gTLDs](#)

[Uniform Domain Name Dispute Resolution Policy as approved by ICANN \("UDRP"\)](#)

[Inter-Registry Transfer as approved by ICANN \("IRTP"\)](#)

1. DEFINITIONS:

1.1. The definitions and rules of interpretation in this condition apply in the Domain Name Conditions:

1.1.1. "Backorder" means a request made by You to Us for a Domain Name which is not available for registration at the time You make such a request, but which We will monitor and as soon as it becomes available for registration We will attempt to register the Domain Name for You.

1.1.2. "Dispute Resolution Policy" means any relevant dispute resolution policy including, but without limitation, the UDRP, the Nexus Dispute Policy and Nominet's DRS.

1.1.3. "Domain Name System" means the domain name system which translates numerical Internet protocol addresses into domain names.

1.1.4. "Expiration Date" means the date set out in the Whois or any other Whois database which may be nominated by Us from time to time for the expiration of the registration of the Requested Domain.

1.1.5. "Name Servers" means computers that provide specific translation information in the Domain Name System.

1.1.6. "Whois" means a domain name search tool for an Internet top level domain name registry database.

2. GENERAL:

2.1. For the adjudication of disputes concerning or arising from use of a Domain Name, the Registered Name Holder shall additionally submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts (1) of the Registered Name Holder's domicile.

2.2. The Registered Name Holder shall indemnify and hold harmless the Registry Operator and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of or related to the Registered Name Holder's domain name registration.

3. NATURE OF DOMAIN NAMES, RENEWAL AND REDEMPTION:

3.1. You acknowledge that You will not rely on the registration or continued registration of the Requested Domain until confirmation of completion of registration of the Requested Domain is notified to You by way of the Requested Domain appearing in Your Dashboard and showing as registered status.

3.2. Subject to clause 3.3, We will automatically renew the Requested Domain on or before the Expiration Date and We will charge You the Renewal Fee at the single rate shown at <https://www.yay.com> (which shall be non-refundable) for such renewal.

3.3. We will notify You in advance, to the email address provided by You to Us with Your Account Details, that the Requested Domain is approaching its Expiration Date and when it will be automatically renewed by Us. You must notify Us if You do not wish to renew the Requested Domain. Alternatively You may alter the setting in Your Dashboard to deactivate the automatic renewal process before the date notified to You by Us, when the Requested Domain will be renewed, if You do not want to renew the Requested Domain or wish to renew the Requested Domain manually.

3.4. If the Requested Domain passes its Expiration Date and has not been renewed You acknowledge that at Our discretion We may:

3.4.1. renew the Requested Domain on Your behalf; and

3.4.2. change the Requested Domain's Name Servers to Our Name Servers, and display advertising on the Requested Domain and collect and retain any revenue generated from such advertising.

3.5. If We decide to renew the Requested Domain after the Expiration Date You have the right for a period of 16 days after the Expiration Date to pay Us the

Renewal Fee. On receipt of the Renewal Fee by Us within the 16 day period, You will retain ownership of the Requested Domain and as soon as reasonably practicable We shall restore the Requested Domain to Your Dashboard.

3.6. If We do not receive the Renewal Fee within the 16 day period stipulated at clause 3.5 We shall have the right:

3.6.1. in Our sole discretion to terminate the Contract and change ownership of the Requested Domain; and/or

3.6.2. to place the Requested Domain on hold and mark it for deletion at Our sole discretion. You will then have the right for a period of time (which will end between 65 and 74 days after the Expiration Date, (when the Requested Domain is placed on hold and marked for deletion) the "Notified Period") to redeem the Requested Domain upon payment of an administration fee of 75.00 GBP, which shall include all redemption charges. On receipt of the administration fee by Us within the Notified Period, You will retain ownership of the Requested Domain and as soon as reasonably practicable We shall restore the Requested Domain to Your Dashboard.

3.7. You acknowledge and agree that all Requested Domains stored on Our Name Servers may be subject to advertisements provided specifically to Us for this purpose by Google or other third parties specifically approved by Us and that We may collect and retain any revenue generated from such advertising. You can opt out of these advertisements at any time prior to the Expiration Date of the Requested Domain by altering the preferences in Your Dashboard under "Website Content".

3.8. You acknowledge and agree that You will not bring or pursue any claim against Google or any other third party approved by Us who places advertisements on your Requested Domain arising from the placement by them of any advertising on the Requested Domain.

3.9. You acknowledge and agree that You retain no legal or equitable ownership of or interest in any Intellectual Property Rights subsisting in any advertising placed on the Requested Domain by Google or any other third party approved by Us.

4. YOUR OBLIGATIONS:

4.1. You Shall:

4.1.1. comply at all times with any terms and conditions, rules and regulations or similar which govern the use or registration of our Services whether issued by a Registry or otherwise;

4.1.2. at all times remain the Registered Name Holder of a Domain Name registered with Us.

4.2. You agree and acknowledge that:

4.2.1. the registration of the Requested Domain is subject to any registration requirements of a specific Registry and You will comply with all of the terms and conditions of that Registry;

4.2.2. We have the right to pass on any additional charges made by a Registry in order to register, renew or maintain howsoever the Requested Domain;

4.2.3. We are not liable for the actions of any Registry which affect the Requested Domain, during or after the domain name registration;

4.2.4. You will comply fully with the Dispute Resolution Policy and agree to any decision resulting therefrom.

5. BACKORDERS:

5.1. By placing a Backorder You acknowledge and agree that:

5.1.1. We have made no representations or warranties to You that We will be able to register Your Backorder requested Domain Name;

5.1.2. You will not hold Us liable in any way whatsoever if We are unable to register Your Backorder requested Domain Name;

5.1.3. the Backorder Fees are applicable to You and subject to clause 8.5 of our General Terms and Conditions, are not refundable; and

5.1.4. Your Backorder is only valid for the period which commences from the date that Your Backorder request is accepted by Us and terminates on the Expiration Date of Your Backorder requested Domain Name as set out in the Whois search result as at the date Your Backorder request is made.

6. .UK, .CO.UK, .ORG.UK, .LTD.UK, .NET.UK, .PLC.UK AND .ME.UK DOMAINS:

In the case of a ".uk", ".co.uk", ".org.uk", ".ltd.uk", ".net.uk", ".plc.uk" or ".me.uk" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:

6.1. The following definition shall apply in this clause 6:

6.1.1. "Nominet UK" means the entity granted the exclusive right to administer the registry for .uk domain name registrations.

6.2. You acknowledge and agree:

6.2.1. to be bound by Nominet UK's terms and conditions available at: <https://www.nominet.uk/uk-registry/uk-policy/> as amended from time to time and the dispute policy available at: <https://www.nominet.uk/uk-registry/domain-disputes/> as amended from time to time.

6.2.2. that Your Requested Domain shall be subject to suspension, cancellation, or transfer pursuant to any Nominet UK adopted policy, term or condition, or pursuant to any of Our or the Registry's procedures not inconsistent with a Nominet UK adopted policy:

6.2.2.1. to correct mistakes by Us or the Registry in registering the Requested Domain; or

6.2.2.2. for the resolution of disputes concerning the Requested Domain.

6.2.3. that We will act as agents on Your behalf by submitting Your application to Nominet for You. However, You will still be entering into a direct contract with Nominet UK as noted in Nominet UK's terms and conditions.

6.2.4. that by accepting Nominet UK's terms and conditions You are consenting to Nominet using Your personal data for a variety of reasons and Nominet's privacy policy is available at <https://www.nominet.uk/privacy-notice/>. In particular, Your name and address may be published as part of Nominet's Whois look-up service.

6.2.5. that any transfer of ownership in and to a Requested Domain shall be affected in accordance with Nominet UK policies and procedures.

7. .APP DOMAINS:

In the case of a ".app" Requested Domain, the following terms and conditions will apply and be incorporated into the Contract:

7.1. The following definitions shall apply in this clause 7:

7.1.1. "Premium" means a Requested Domain that displays an increased Registration Fee at Checkout and for which the .app registry have charged a premium Fee for.

7.2. You agree:

7.2.1. to release, defend, indemnify and hold Us, Our subsidiaries, affiliates, shareholders, agents, directors, officers and employees harmless from and against any and all claims (including, but not limited to, claims of trademark infringement or cybersquatting), demands, liabilities, losses, damages or costs, including reasonable legal fees, arising out of or related in any way to, the Requested Domain, and/or Your use of the Requested Domain.

7.2.2. to be bound by the Policies and Procedures of the .app Registry, available at <https://www.registry.google/>

7.2.3. and acknowledge that we are required to charge an increased Renewal Fee for Premium domains aligned to the increased Fee charged and shown at your initial domain purchase during checkout.

7.3. For the adjudication of disputes concerning or arising from use of the Requested Domain, You shall submit, without prejudice to other potentially applicable jurisdictions, to the jurisdiction of the courts of (1) Your domicile, and (2) where YayYay Limited is head quartered, presently Guildford, Surrey, United Kingdom.

Domain Privacy Service Terms & Conditions

The following terms and conditions ("Domain Privacy Conditions") are supplemental to the General Conditions and shall apply if You subscribe to the Privacy Service:

1. THE PRIVACY SERVICE:

1.1. Subject to clause 1.4 when You subscribe a Requested Domain to Our Privacy Service You designate that Identity Protection Limited ("We", "Us", "Our") will thereafter be registered as the holder of the Requested Domain ("Registrant").

1.2. Subject to clauses 1.4 and 3, for each Requested Domain You subscribe to the Privacy Service, We shall keep Your name, postal address, email address, phone and fax numbers confidential.

1.3. Subject to clause 1.4 when We become the Registrant of a Requested Domain, the following information will be publicly available in the Whois for the Requested Domain:

1.3.1. Our Registered postal Address and contact details will be listed as the Registrant, Technical, Administrative and Billing Contacts;

1.3.2. A unique and private email address ("Privacy Email") will be used for all contacts and all email delivered to this address will be forwarded to the original contact;

1.3.3. the primary and secondary Domain Name Servers that You designate for the Requested Domain;

1.3.4. the Requested Domain's original date of registration and Expiration Date; and

1.3.5. Us as the commercial entity, accredited by the Registry, to manage the reservation of Requested Domain in accordance with the guidelines of the Requested Domain Registry

1.4. The UK Registry, Nominet, does not allow Us to use Our name as the Registrant of Domain Names electronically, without affecting a change in ownership directly at the UK Registry. When subscribing to the Privacy Service for a UK Domain Name We will use Nominet's [Whois Opt-Out service](#) which means that only the Whois "Registrant" field will remain unchanged and continue to be publicly displayed

1.5. You will retain the full benefits of the Requested Domain and may cancel the Privacy Service for each Requested Domain at any time and You will then become the Registrant and Your details will show in the Whois.

2. YOUR OBLIGATIONS:

2.1. You agree and acknowledge that in relation to each Requested Domain You subscribe to the Privacy Service:

2.1.1. You will provide accurate and current information in your Account Details of:

2.1.1.1. the email address, postal address, phone and fax numbers for the Requested Domain's technical contact, administrative contact and billing contact;

2.1.1.2. the primary and secondary Domain Name Servers that You designate for each Requested Domain; and

2.1.1.3. the Requested Domain's original date of registration and Expiration Date.

2.1.2. You will:

2.1.2.1. respond within 7 days to any inquiries made by Us to determine the validity of any information provided to Us by You; and

2.1.2.2. respond within 10 days to emails and messages forwarded to your original email address from your unique Privacy Email correspondence We receive that is either addressed to or involves a Requested Domain, as detailed in clause 3 below.

3. SUSPENSION AND TERMINATION OF PRIVACY SERVICE:

3.1. You acknowledge and agree that We have the absolute right, in Our sole discretion and without any liability to You whatsoever, to suspend or cancel the Privacy Service for each subscribed Requested Domain, such that You will then become the Registrant of the Requested Domain with all applicable information then showing in the Whois, in certain circumstances, including but not limited to the following:

3.1.1. when required by law, governmental rules or requirements, governmental authorities or a court order; or

3.1.2. when We believe in good faith that such action is required by law; or

3.1.3. in compliance with a legal process served upon Us; or

3.1.4. in order to comply with ICANN and/or applicable Registry rules, policies or procedures; or

3.1.5. to resolve any and all third party claims, whether threatened or made, arising out of Your use of a Requested Domain; or

3.1.6. if We believe that You are using the Privacy Service to conceal involvement in illegal, illicit, morally objectionable or harmful activities; or

3.1.7. to protect the integrity and stability of the applicable Requested Domain Registry; or

3.1.8. to comply with ICANN's UDRP or any other Dispute Resolution Policy; or

3.1.9. to avoid any financial loss or legal liability (civil or criminal) on the part of Us, Our parent companies, subsidiaries, affiliates, shareholders, agents, officers, directors and employees; or

3.1.10. if the Requested Domain We register on Your behalf violates or infringes a third party's trademark, trade name or other legal rights.

3.2. You further acknowledge and agree that in the event that We receive a formal complaint, notice of claim in relation to legal proceedings or in relation to the UDRP or Dispute Resolution Policy, the subject matter of which is a Requested Domain or which relates to Your use of the Services, We have the right to suspend the Privacy Service and Your identity will be revealed in the Whois as Registrant until the resolution of such matter.

4. REFUND IN EVENT OF CANCELLATION:

4.1. Subject to clause 10.5 of the General Conditions, We will not provide a refund in the event that We exercise any of Our rights set out in clause 3 above or You elect to cancel Our Privacy Service for any reason.

5. COMMUNICATIONS FORWARDING:

5.1. You agree and acknowledge that:

5.1.1. We will forward to You all email communications relevant to any or all of the circumstances set out at clauses 3.1 and 3.2 addressed to Your Requested Domain.

5.1.2. Subject to clause 5.1.1 We will not forward to You any other communications and You further authorize Us to either discard all such communications or return all such communications to sender unopened.

5.2. You agree to waive any and all claims arising from Your failure to receive communications directed to Your Requested Domain but not forwarded to You by Us.

5.3. We reserve the right to pass on to You the reasonable costs We may incur for administrative tasks outside of the scope of Our Privacy Service. Such tasks include, but are not limited to, customer service issues that cannot be handled by email and disputes requiring legal services.