1RedCube Ltd Customer Service Terms and Conditions

Publication copy prepared 14 November 2026

Based on Version 1.7 June 2025 and the amended source dated 4 November 2026. Existing customer agreements remain governed by their agreed terms.

1. CONTRACT DEFINITION

1.1 Associated Company means any subsidiary or holding company of 1 Red Cube or other associated company as defined by Sections 736 and 736A of the Companies Act 1985.

1.2 Authorised Person means an employee or subcontractor of 1 Red Cube.

1.3 Customer means the person, company, body corporate or other entity or association whatsoever or howsoever whose Contract is accepted by 1 Red Cube and for whom 1 Red Cube has opened a 1 Red Cube Link Account.

1.4 Contract means the contract overleaf governed by these terms and conditions made between 1 Red Cube and the Customer and taking effect upon acceptance by 1 Red Cube of the Contract as evidenced by the opening of a 1 Red Cube Link Account.

1.5 Discount means the amount at which any of the Services are provided by 1 Red Cube to the Customer during the Contract at less than the full rate. The amount of such discount having been supplied in writing to the Customer and/or inserted on the Contract prior to any of the Services commencing as Discount Services.

1.6 Discount Services means any Services provided by 1 Red Cube to the Customer from time to time and not charged for by 1 Red Cube from time to time or charged at a discount.

1.7 Least Cost Routing Software means software installed on a telephone system which automatically enables the routing of calls via different telephone operators.

1.8 Minimum Term means the minimum duration of the Contract, which unless otherwise expressly stated on the Contract shall be 36 months from the date the Customer first starts to receive the Services.

1.9 Services means supply or re-routing of the Customers telecommunications including without limitation all calls, voice, fax, line rentals, non-geographic numbers, data traffic, ADSL and broadband over the 1 Red Cube (Link) Network under the terms of the Contract. Services shall be deemed to include Discount Services where appropriate and any other services provided by 1 Red Cube to the Customer from time to time.

1.10 Services Literature means 1 Red Cube s literature specific to the Services and other associated services existing from time to time.

1.11 User means the Customer and any individual or company permitted by the Customer to use the Services.

1.12 1 Red Cube means 1 Red Cube Ltd (registered in England and Wales with no. 06322834) whose registered office is at Bytheway & Co, Heame House, 23 Bilston Street, Sedgley, West Midlands, DY3 1AJ and which expression shall, where the context so requires, include its successors and assigns and any Associated Company thereof.

1.13 1 Red Cube Access Equipment means call routing apparatus supplied by 1 Red Cube.

1.14 1 Red Cube Link Account means the account opened by 1 Red Cube in the name of the Customer.

1.15 1 Red Cube (Link) Network means the telecommunications networks of 1 Red Cube’s chosen suppliers from time to time.

2. THE SERVICES

2.1 (a) The Customer shall complete, sign and return to 1 Red Cube the Contract prior to 1 Red Cube agreeing to provide the Services;

(b) Where the Customer has Least Cost Routing Software available for use at its premises, 1 Red Cube will, if necessary, and at its sole discretion, reprogram it in order to provide the Services;

(c) Where the Customer does not have Least Cost Routing Software available for use at its premises, 1 Red Cube will, if necessary, and at its sole discretion supply, install and connect the Customer to 1 Red Cube Access Equipment in order to provide the Services;

(d) 1 Red Cube shall use all the reasonable care and skill of a competent telecommunications provider to provide the Customer with the Services throughout the term of the Contract;

(e) 1 Red Cube shall be at liberty, where necessary, to improve, update or upgrade the Services or alter the provision of the Services without any notice to the Customer.

2.2 The Customer undertakes to 1 Red Cube that:

(a) for the duration of the Minimum Term it will route all its inbound, non-geographic and outbound calls (including without limitation all its voice, fax and data traffic) via 1 Red Cube on an exclusive basis. For the avoidance of doubt the Customer acknowledges and accepts that during the Minimum Term it shall not use any services offered by a third party which are competitive with or substantially similar to the Services. In the event of any breach by the Customer of this Condition 2.2(a) the terms of Condition 4.12 shall apply.

(b) the Services and the 1 Red Cube (Link) Network will only be used in accordance with the Contract.

(c) only the Customer and Users shall use the Services and the 1 Red Cube (Link) Network, and no other person shall be suffered or permitted to use the same

(d) upon the termination of the Contract

(i) no attempt shall be made to make calls via the Services or otherwise to use the 1 Red Cube (Link) Network and;

(ii) the Customer shall pay in full an amount equal to the Discount for the period any of the Services have been supplied as Discount Services such payment to be in accordance with and subject to Condition 4;

(iii) In the event of termination of this Agreement, the Customer acknowledges and agrees that a port-out charge will apply for each Direct Dial-In (DDI) number requested to be transferred to another provider. The applicable port-out charge is £15.00 + VAT per DDI number and will be invoiced upon receipt of the porting request.

(e) the Services Literature and any other instructions regarding the use of the Services and the 1 Red Cube (Link) Network as may be notified to the Customer by 1 Red Cube from time to time shall be complied with promptly and such literature and instructions shall be deemed to form part of the Contract.

2.3 The Customer agrees that at all times during the term of the Contract it shall:

(a) provide access to all appropriate sites for any Authorised Persons during the Customers normal working hours and allow the removal, installation and maintenance of 1 Red Cube Access Equipment;

(b) keep its telecommunications equipment including without limitation the 1 Red Cube Access Equipment in good working order and ensure that the equipment complies with all applicable standards and approvals so as to enable 1 Red Cube to provide the Services;

(c) only use and connect those telephones, ducting, cables, sockets and other equipment to the 1 Red Cube (Link) Network that have been approved in advance by 1 Red Cube in writing and comply with all the relevant legislation relating to the use of such equipment;

(d) provide all reasonable assistance required by 1 Red Cube to enable it to provide the Services;

(e) inform 1 Red Cube by one month’s prior notice in writing of any premises relocation or change of telephone number(s) on which the Services are registered;

(f) provide a safe working environment for Authorised Persons working on the Customers premises;

(g) indemnify 1 Red Cube fully against all losses, liabilities, costs (including without limitation legal costs) and expenses which 1 Red Cube may incur as a result of any breach of the Customers obligations under the Contract or misuse of the Services or the 1 Red Cube (Link) Network;

(h) pay 1 Red Cube (at its then current published rates) for all call-out visits required from 1 Red Cube where 1 Red Cube determines that

(i) the problem with the Services or the 1 Red Cube(Link) Network is not the fault of 1 Red Cube or the 1 Red Cube Access Equipment or

(ii) the 1 Red Cube Access Equipment has been damaged by the Customer.

2.4 The Customer undertakes to 1 Red Cube to ensure that the Services and the 1 Red Cube (Link) Network are not used: -

(a) for the transmission of any material which is intended to be a hoax call to emergency services or is of a defamatory, offensive, abusive, obscene or menacing character; or

(b) fraudulently or in connection with a criminal offence; or

(c) otherwise in a manner which constitutes a violation or infringement of the rights of any other party; or

(d) otherwise than for the purpose of a telecommunications system.

3. 1 Red Cube's RIGHTS

3.1 1 Red Cube shall be entitled to alter any access or authorisation number or method of accessing the Services from time to time and may reprogram the Customers equipment as a result.

3.2 1 Red Cube may suspend the Services to the Customer at its sole discretion including but not limited to the following:-

(a) in the interests of the quality of the Services or the 1 Red Cube (Link) Network; (b) if any credit limit agreed between 1 Red Cube and the Customer from time to time is exceeded;

(c) if any term of the Contract is breached (including, without limitation, in the event of a failure to make any payment or provide any deposit required to be made or provided under the Contract);

(d) in order to comply with an order, instruction or request of any government, emergency service organisation or other competent authority; or

(e) if fraud or attempted fraud is suspected by 1 Red Cube (in its reasonable opinion) in connection with the use of the Services or the 1 Red Cube (Link) Network.

(f) if in 1 Red Cube's reasonable opinion it suspects the Customer is offering to resell the Services to any third party.

3.3 1 Red Cube may collect and use information about the Customer and its use of the Services to provide, administer, bill for and support the Services. Where necessary for those purposes, relevant information may be shared with telecommunications carriers and service platforms, billing and accounting providers, and providers of business communications, hosting and backup services. Personal data will be handled in accordance with applicable data protection law. Further information about personal-data processing, including supplier categories and international transfers, is set out in 1 Red Cube's Privacy Notice. This clause does not replace any separate data-processing agreement that applies to the Services.

4. CHARGES AND PAYMENTS FOR THE SERVICES

4.1 All sums due to 1 Red Cube under the Contract shall become due on the date of the relevant invoice and are payable within 14 days (including weekends and bank holidays) of the date of the relevant invoice.

4.2 In the event of any error or omission in a 1 Red Cube invoice for any period, 1 Red Cube may issue a corrective invoice at a later date, but no later than four months after the relevant invoice date.

4.3 If the Customer fails to make any payment within the 14-day period following the date of the relevant invoice, without prejudice to its other rights hereunder, 1 Red Cube shall have the right to require the Customer to pay all sums due on demand.

4.4 Time of payment of all sums due to 1 Red Cube under the Contract shall be of the essence.

4.5 1 Red Cube reserves the right to amend its charges for the Services from time to time.

4.6 1 Red Cube shall use its best endeavours to bring to the attention of the Customer any variation in prices prior to their implementation.

4.7 Without prejudice to 1 Red Cube's rights to treat the non-payment as a material breach of the Contract, 1 Red Cube reserves the right to charge interest on outstanding amounts from the due date until payment is received in full at a rate equal to 4% per annum above the HSBC Bank plc base lending rate as current from time to time whether before or after judgement. Interest shall continue to accrue notwithstanding termination of the Contract for any cause whatsoever and is deemed to accrue on a day- to-day basis from and including the date for payment under Condition 4.1.

4.8 1 Red Cube reserves the right to charge for administrative costs incurred by 1 Red Cube in pursuing late payers.

4.9 All sums due to 1 Red Cube under the Contract are subject to Value Added Tax (VAT), and any other applicable taxes, levies or charges which may from time to time be introduced.

4.10 The Customer shall be liable for all charges arising from use of the Services by any person utilising the Customers registered Services telephone number(s) (with or without Customers authorisation) until such time as the Customer has notified 1 Red Cube of any unauthorised use of the Service.

4.11 Details of the Contract and the conduct of the 1 Red Cube Link Account will be registered with a licensed Credit Reference Agency. Information thus registered may be used to help make credit decisions or, fraud prevention or the tracing of debtors.

4.12 In the event of the Customer obtaining any services from a third party which are competitive with or substantially similar to the Services during the Minimum Term the Customer accepts that 1 Red Cube shall be entitled to invoice the Customer during each month of the remainder of the Minimum Term an amount equal to either: (a) the average of the last three monthly amounts invoiced by 1 Red Cube to the Customer prior to the breach by the Customer of Condition 2.2(a); or (b) the actual amount payable by the Customer for the Services during the month immediately prior to the said breach (whichever is the higher).

4.13 1 Red Cube shall invoice for the services monthly; and the charge for each call will be rounded up to the next whole legal tender.

5. 1 Red Cube ACCESS EQUIPMENT

5.1 The Customer shall provide without charge or cost to 1 Red Cube appropriate equipment space, ducting, environment and continuous stable electrical power to install and maintain the 1 Red Cube Access Equipment at its premises and to enable 1 Red Cube to provide the Services.

5.2 It is deemed that title to any 1 Red Cube Access Equipment shall remain with 1 Red Cube and whilst the 1 Red Cube Access Equipment is on the Customers premises, the Customer shall ensure that it is kept safe and secure and is not interfered with by any person.

5.3 Upon termination of the Contract, the Customer will at 1 Red Cube's option, either ensure that 1 Red Cube is allowed prompt access to all relevant premises to remove the 1 Red Cube Access Equipment or procure that the 1 Red Cube Access Equipment is returned to 1 Red Cube, in either case within 14 days of 1 Red Cube's request.

5.4 If the Customer fails to allow access for the removal of 1 Red Cube Access Equipment (as required pursuant to clause 5.3) the Customer will pay all of 1 Red Cube's access costs in recovering the 1 Red Cube Access Equipment.

5.5 If the Customer prevents 1 Red Cube from recovering the 1 Red Cube Access Equipment or the 1 Red Cube Access Equipment is, in the reasonable opinion of 1 Red Cube, damaged the Customer shall pay to 1 Red Cube on demand a sum equal to the market value of the 1 Red Cube Access Equipment at such time.

6. TERMINATION

6.1 The Contract may be terminated by either 1 Red Cube or the Customer at any time by 90 days notice in writing to the other (including weekends and bank holidays) PROVIDED THAT such notice does not expire prior to the expiration of the Minimum Term.

6.2 If neither 1 Red Cube nor the Customer provide notice to terminate in accordance with Condition 6.1 the Customer and 1 Red Cube agree that, subject to applicable law and any customer-specific protections, the Contract shall automatically renew for a further 12 calendar months (each a Renewal Term).

6.3 1 Red Cube (without prejudice to its other rights) may terminate the Contract forthwith in the event that: (a) the Customer fails to make any payment when it becomes due to 1 Red Cube or shall default in due performance or observance of any obligation under the Contract or any other contract with 1 Red Cube or an Associated Company and (in the case of remedial breach) fails to remedy the breach within a reasonable time specified by 1 Red Cube in its written notice so to do; or (b) an interim order is made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Customer or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order.

6.4 The terms of this Contract shall continue to bind the parties here to such extent and for so long as may be necessary to give effect to the rights and obligations embodied in it including without limitation Conditions 2.2, 4, 7 and 8.

6.5 If the Contract is terminated by either party hereto, the Customer shall:

(a) pay to 1 Red Cube all arrears of charges together with any interest payable under the Contract up to the date of termination;

(b) return to 1 Red Cube all equipment owned or provided by 1 Red Cube and/or allow 1 Red Cube access forthwith to the Customers premises for the removal of any 1 Red Cube Access Equipment;

(c) undertake and comply with the provisions of Condition 2.2(d); and

(d) cease being provided the Services and have no right to use the same.

7. CONFIDENTIALITY

7.1 The Customer and any User shall at all times keep confidential the terms of this Contract and all matters relating to the Services and shall not disclose the same to any third party without the prior written consent of 1 Red Cube.

7.2 The confidentiality obligations set out in Condition 7.1 shall survive the termination of the Contract.

8. LIMITATION OF LIABILITY

8.1 The following provisions set out 1 Red Cube's entire liability (including any liability for the acts and omissions of its directors, officers, employees, agents or sub-contractors) to the Customer in respect of:

(a) any breach of its contractual obligations arising under this Contract; and

(b) any representation statement or tortious act or omission including negligence arising under or in connection with this Contract. AND THE CUSTOMERS ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CONDITION 8.

8.2 Any act or omission on the part of 1 Red Cube or their directors, officers, employees agents or sub- contractors falling within Condition 8.1 shall for the purposes of this Condition 8 be known as an Event of Default.

8.3 1 Red Cube's liability to the Customer for the tort of deceit and for death or injury resulting from their own or that of their directors, officers, employees, agents or sub-contractors' negligence shall not be limited.

8.4 SUBJECT TO THE PROVISIONS OF CONDITION8.3, 1 RED CUBE'S ENTIRE LIABILITY IN RESPECT OF ANY EVENT OF DEFAULT SHALL BE LIMITED TO DAMAGES NOT EXCEEDING THE SUMS PAID BY THE CUSTOMER TO 1 RED CUBE FOR THE SERVICES PURSUANT TO THIS AGREEMENT IN THE PRECEDING TWELVE MONTH PERIOD IN THE CASE OF A SINGLE EVENT OF DEFAULT AND TWICE THE SUMS PAID BY THE CUSTOMER TO 1 RED CUBE FOR THE SERVICES PURSUANT TO THIS AGREEMENT IN THE PRECEDING TWELVE MONTH PERIOD IN THE CASE OF ALL EVENTS OF DEFAULT OR SERIES OF CONNECTED EVENTS OF DEFAULT OCCURING IN ANY TWELVE MONTH PERIOD.

8.5 Subject to Condition 8.3, 1 Red Cube shall not be liable to the Customer in respect of any Event of Default for loss of profits, goodwill, contracts, opportunity or any other type of special, indirect or consequential loss whatsoever or howsoever even if such loss was reasonably forseeable or 1 Red Cube had been advised of the possibility of the Customer incurring the same.

8.6 If a number of Events of Default give rise substantially to the same loss, then they shall be regarded as giving rise to only one claim under the Contract

8.7 Except in the case of an Event of Default arising under Condition 8.3, 1 Red Cube shall have no liability to the Customer in respect of any Event of Default unless the Customer shall have served notice of the same upon 1 Red Cube within six months of the date the Customer became aware of the circumstances giving rise to the Event of Default or the date when it ought reasonably to have become so aware.

8.8 1 Red Cube shall not be responsible for complying with statutory regulations, or local by-laws, or the fulfilment of any special regulations affecting the Customer.

8.9 Save as set out in Condition 8.3, 1 Red Cube shall have no liability under this Contract of the acts and omissions of other public telecommunication operators or the breakdown total or partial of the 1 Red Cube (Link) Network or any other network.

8.10 To the extent that all or any part of the Services are faulty, unavailable or interrupted, the Customers sole and exclusive remedy shall be to be compensation in accordance with compensation schemes that may be introduced from time to time by 1 Red Cube.

8.11 1 Red Cube shall not be liable for faults in the Customers telecommunications equipment which result in 1 Red Cube being unable to provide the Services.

8.12 Dates and terms for provisions of the Services shall be estimates only and no liability shall accrue to 1 Red Cube for failure to meet any such dates or times. 1 Red Cube will not be held responsible for any loss due to programming errors or omissions made by any Authorised Person.

8.13 In the event of any failure in the Services, 1 Red Cube shall not be liable to the Customer for any charges incurred by the Customer should it direct its telecommunication traffic to another carrier.

8.14 1 Red Cube reserves the right not to provide the Services due to any technical limitation in the Customers telephone system, telephone exchange or 1 Red Cube Access Equipment.

8.15 The obligations set out in this Condition 8 as to limitations of liability shall remain in full force and effect notwithstanding the expiration or any termination of this Contract for any reason whatsoever.

9. DEPOSIT

9.1 1 Red Cube may at any time before or after the provision of the Services require payment by the Customer in a manner specified by 1 Red Cube of a sum to be held by way of a deposit as and against any charges arising from use of the Services by the Customer and 1 Red Cube shall be entitled to offset such deposit against any sums due under this Contract from time to time including interest due or owing to 1 Red Cube pursuant to Condition 4.6.

9.2 Any deposit held by 1 Red Cube will not accrue interest whatsoever although any deposit (or part thereof) which is held by 1 Red Cube for over one year and which is subsequently repaid to the Customer may, at 1 Red Cube's discretion, attract interest at an amount determined by 1 Red Cube.

10. ASSIGNMENT

10.1 The Customer shall not assign, transfer, sub-contract, delegate or otherwise deal with all or any of its rights under the Contract.

10.2 1 Red Cube shall have the right to assign or otherwise transfer, sub-contract, delegate all or any of its rights and obligations hereunder to an Associated Company or other person.

11. FORCE MAJEURE

Neither 1 Red Cube or the Customer shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party’s reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supply, flood, drought, lightning or fire, strike, lock-out, trade dispute or labour disturbance, the act or omission of Government, highway authorities, public telecommunication operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Services or any part thereof.

12. NO WAIVER

Failure by either 1 Red Cube or the Customer to exercise or enforce any right conferred by this Contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

13. ENTIRE CONTRACT

The Contract represents the entire understanding between the parties in relation to the subject matter of the Contract and supersedes all other agreements and representations made by either party, whether oral or written.

14. SERVICE OF NOTICE

14.1 Any notice or invoice or other document which may be given under this Contract shall be in writing and shall be deemed to have been duly given if left or sent by post (whether by letter, or, where the parties agree, by magnetic tape or any other form), telex or facsimile transmission (subject to the senders machine producing confirmation that all pages have been sent) or, where the parties expressly agree, by electronic mail to the registered office of the party to be served or any other address notified by the party to be served to the other party in writing as an address to which notices, invoices and other documents may be sent.

14.2 Any notice sent by first class post shall be deemed to have been received two business days after posting. Any notice sent by telex, fax or electronic mail shall be deemed to have been received on the day of its receipt by the addressee.

15. GENERAL

15.1 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted, with or without amendment.

15.2 Unless there is something inconsistent in the subject or context, words denoting the singular number only include the plural and vice versa; words denoting one gender only include the other genders.

15.3 Unless the context otherwise requires, a reference to a Condition is to a condition of the Contract.

15.4 The headings in the Contract are inserted for convenience only and do not affect its interpretation.

15.5 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been entered into with the invalid provision eliminated.

15.6 A person who is not a party to this Contract has no right under the Contracts (Rights of Third parties) Act 1999 to enforce any provisions of this Contract.

16. GOVERNING LAW

The Contract shall be governed, construed and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts as regards any claim, matter or dispute arising out of or relating to the Contract or any document entered into pursuant to the Contract.