Terms & Conditions of Service

LAST UPDATED SEPTEMBER 2026

These Terms and Conditions ("Terms") govern your use of the telecommunications and related services ("Services") provided by Giant Pea Ltd T/A MyFone® Communications ("MyFone", "we", "us", "our"). By registering for or using the Services, you agree to be bound by these Terms.

1. Definitions & Interpretation

In these Terms:

- "Agreement" means these Terms and Conditions and any related order or service agreement between you ("Customer") and MyFone.
- "Customer" means the person, firm or company taking services from MyFone.
- "Service" means any telecom, VoIP, SIP, number, call or related service provided by MyFone.
- "Subscription Fees" means recurring charges for Services.
- "Call Charges" means charges incurred for calls.
- "Incoming Number" means any telephone number allocated by MyFone to the Customer.
- "Authorised Terminal" means any approved hardware or software used to access the Service.
- "Consumer" means an individual acting outside business or professional purposes.

Interpretation follows standard UK contract principles: singular includes plural and vice-versa.

2. Commencement & Duration

2.1. The Agreement begins when the Customer registers an account, first uses the Service, or signs a service order.

2.2. New Customers receive a 7-day free trial from the date of registration. A valid payment card is required to start the trial. No charges are made during the trial period.

2.3. At the end of the trial period, the subscription automatically converts to a paid rolling monthly plan unless cancelled beforehand.

2.4. The subscription renews automatically on each monthly billing date. The Agreement continues until terminated in accordance with these Terms.

2.5. As part of registration, MyFone may require the Customer to provide information and/or documentation to verify their identity and, where applicable, their business details and confirm they are based in or operating within the United Kingdom. This may include proof of identity, address, or company registration details.

2.6. MyFone undertakes this verification to prevent fraud and misuse of numbering resources, to support its obligations as a telecommunications provider under Ofcom's regulatory framework, and to ensure the Service is provided appropriately to its intended UK customer base.

2.7. MyFone reserves the right to suspend, delay, or decline to provide the Service, or any specific number, where satisfactory verification is not provided, or where information supplied is found to be false, incomplete, or otherwise unsatisfactory.

2.8. By registering for or continuing to use the Service, the Customer consents to the identity and address verification described in Clause 2.5 being carried out, including the secure transmission of identity documents (such as passport, driving licence, or proof of address) to MyFone's regulated telecommunications partner for verification purposes. Further detail on how this data is processed is set out in MyFone's Privacy Policy.

3. MyFone’s Responsibilities

3.1. MyFone will use reasonable efforts to maintain and operate the Services, but does not guarantee uninterrupted availability.

3.2. MyFone will provide technical support to Customers who are up to date with payment of all sums due.

4. Customer Obligations

4.1. The Customer must provide all information reasonably requested by MyFone to deliver the Services.

4.2. The Customer shall only use the Service for lawful purposes and in accordance with these Terms.

4.3. The Customer is responsible for all charges incurred on their account and must ensure all usage complies with applicable law, regulation, and telecom codes of practice.

4.4. The Customer shall not permit any unauthorised use of the Service or use the Service in any way that causes nuisance, harm or offence to others.

4.5. MyFone operates a fair usage policy. Where a Customer's call volume, calling pattern, or destination mix significantly exceeds that of a typical business customer, or otherwise appears unusual, MyFone reserves the right to investigate such usage, request further information from the Customer, and suspend or restrict the Service pending the outcome of that investigation.

4.6. The Service must not be used to operate a call centre, or any automated, high-volume, or bulk outbound calling operation, for the purpose of making unsolicited marketing, sales,

or nuisance calls. MyFone reserves the right to immediately suspend or terminate the Service, without notice, where such use is identified or reasonably suspected.

5. Charges & Payments

5.1. The Customer must pay all fees related to the Service (including Subscription Fees, additional services, and Call Charges) without set-off.

5.2. Subscription Fees (including charges for the plan, additional phone numbers, and SIP extensions) are billed monthly in advance on each billing date. Usage-based charges (call overage minutes and voicemail transcriptions) are calculated during each billing period and charged in arrears on the next invoice.

5.3. Payment is collected automatically via the debit or credit card registered to the Customer's account. The Customer is responsible for keeping their payment method up to date. If a payment fails, MyFone may retry the charge and suspend the Service until payment is received.

5.4. Where additional services (such as additional phone numbers or SIP extensions) are added mid-billing cycle, charges are prorated to the next billing date.

5.5. MyFone may revise charges on reasonable notice to the Customer.

5.6. All prices displayed at the point of purchase are exclusive of VAT at the prevailing rate, unless stated otherwise.

6. Allocation & Use of Numbers

6.1. MyFone may allocate geographic or non-geographic numbers at the Customer’s request.

6.2. Customers have no ownership of allocated numbers, which remain MyFone’s property.

6.3. Numbers may be changed or re-allocated by MyFone consistent with regulatory requirements.

7. Calls & Service Quality

7.1. Call Charges are based on MyFone's current tariffs.

7.2. Calls to emergency services (e.g. 999/112) are supported where technically feasible, but because Services rely on internet data connections, MyFone cannot guarantee connection quality or priority. Customers must maintain alternate means to contact emergency services where required.

8. Network Maintenance & Suspension

8.1. MyFone may perform maintenance or suspend Services where necessary.

8.2. Service may be suspended if the Customer breaches these Terms or where required by law or network conditions.

9. Cooling-Off & Right to Cancel

9.1. If you are a Consumer, you may cancel certain Services within 14 days of commencement under the Consumer Contracts Regulations 2013.

9.2. By completing registration, you request immediate provision of the Service. You retain the right to cancel within 14 days; however, charges for Services used during this period may apply.

9.3. To cancel within the cooling-off period, notify MyFone in writing. Refunds (if applicable) will be processed within statutory timelines.

10. Termination

10.1. The Customer may cancel their subscription at any time through the billing section of their account portal or by contacting MyFone in writing.

10.2. Upon cancellation by the Customer, the Service will continue until the end of the current billing period. No refund is given for the remaining days of that period.

10.3. MyFone may suspend or terminate the Agreement on breach, non-payment, or misuse of Services.

10.4. Termination does not affect accrued rights or obligations.

10.5. On termination, all outstanding charges remain due. Assigned phone numbers may be released following termination.

11. Liability

11.1. MyFone's liability is limited to direct losses and excludes indirect or consequential losses except where prohibited by law.

11.2. Nothing excludes liability for death or personal injury caused by MyFone's negligence or other liability that cannot be excluded by law.

12. Data Protection & Privacy

MyFone will process personal data in accordance with its Privacy Policy and applicable data protection laws.

13. Governing Law & Jurisdiction

These Terms and any disputes arising are governed by English law, with the courts of England and Wales having exclusive jurisdiction.

14. Changes to Terms

MyFone may amend these Terms at any time on notice to Customers.

15. Definitions of Capitalised Terms

Defined terms used in this Agreement are as set out in clause 1.