Buzzeasy Services Agreement – Terms of Service

Buzzeasy delivers advanced contact center solutions from the cloud. Use of the Buzzeasy services is subject to the following terms.

Updated at March 2025

This agreement "Agreement" is between the Buzzeasy entity as identified in a Service Order ("Buzzeasy") and the "Customer" or "Reseller" as identified in that same Service Order.

Definitions

Authorised User: an employee or other authorised representative, working on behalf of Customer, using the Buzzeasy Service

Monthly Service Fees: the minimum monthly fee due for use of the service, as defined in the Service Order Form

Bot: the Buzzeasy service that interacts with End Users autonomously to answer questions, provide self-service transactions and manage the customer engagement process

Buzzeasy or the **Buzzeasy Service(s)**: the cloud service provided to orchestrate the customer interaction process using various channels, including Voice, Messaging (webchat, social media and other digital channels), Email, SMS, etc.

Callback Request: a request from an End User to the Service to initiate contact.

Callback: a call made by the Buzzeasy Service to an End User in response to a Callback Request.

Charging Month: a charging period, usually Calendar Month, for the purposes of calculating charges for the Service

Consumable Services: Buzzeasy services or components that are charged for on a usage basis, including certain telephone call minutes, SMS messages or Bot transactions

Contact Centre: the contact centre operated by, or on behalf of Customer, where voice and other media conversations are directed

Contact Request: a request made by an End User wanting to contact or be contacted by Customer, or a request initiated by Customer's representatives in order to contact the End User

Customer: the entity registering and signing this agreement with Buzzeasy to use the Buzzeasy Services.

Customer Data: proprietary information and data that Customer processes through the Buzzeasy Service, including without limitation, names, phone numbers and other End User details.

Data Controller: from a data protection perspective, the Customer bears the Data Controller responsibilities as defined in the Data Processing Agreement.

Data Processor: from a data protection perspectiv, Buzzeasy bears the Data Processor responsibilities as defined in the Data Processing Agreement.

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Data Processing Agreement: a separate agreement governing the manner by which Buzzeasy Services are processing End User Data as well as Customer Data.

Documentation: Buzzeasy user guides, training materials and Interface Specifications provided to Customer electronically or physically

End User: the person wanting to contact the Customer, or the person Customer wishes to contact

End User Data: the personal data of the individual End Users, including, but not limited to their name, telephone numbers, email addresses.

Interface: the means for communicating requests to the Service and obtaining information from the Service

Interface Specifications: the document describing the Interface

Presented Number: the telephone number to be presented by Buzzeasy on Callbacks to End User

Reseller: the intermediate organization purchasing Buzzeasy services and reselling to Customer.

Service: see Buzzeasy Services

Service Order: a quotation or other document provided by Buzzeasy by which Customer or Reseller orders, and Buzzeasy agrees to provide the Services in the scope of this Agreement.

SMS: a text message (or short messaging service) used on most mobile telephone devices to enable the exchange of short text messages.

Terms of Agreement

This Agreement commences on the date that Customer or Reseller signs a Service Order form. The Service Order defines the Parties to the Agreement, the purchased Buzzeasy Service(s), the fee applicable, the terms of the Agreement, and the notice period for termination.

The Agreement will automatically renew for the same term, unless notice of termination is provided by either the Customer, Reseller or Buzzeasy to the other party within the notice period specified on the Service Order form.

Renewal may be subject to price increases within the thresholds detailed on the Service Order form.

Termination

Either party may terminate rights granted under a particular Service Order form if the other breaches any material term of the Service Order (including a material term of this Agreement insofar as it applies to the Service Order) and the breach is not cured within 30 days of written notice. Customer or Reseller's non-payment of valid invoice shall be considered a material breach.

Confidentiality, Data Protection terms of this Agreement and the Data Processing Agreement continue after its termination.

If Buzzeasy terminates a Service Order under this Agreement because of non-payment by Customer or Reseller, all unpaid fees for the remainder of the Subscription Term immediately fall due for payment.

Buzzeasy may terminate the agreement at its sole discretion if the Customer or Reseller enters into any bankruptcy, insolvency, receivership or winding up proceeding is commenced. Should this apply to Reseller, Buzzeasy may at its discretion offer a direct agreement to Customer.

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General

Use of the Services

The Service provided to Customer is non-exclusive, non-transferable and is used by the Customer only.

Where the Service is provided through a Reseller, Buzzeasy will not have a direct commercial relationship with Customer and it is the Reseller's responsibility to ensure Customer adheres to its obligations as defined in the Service Order and this Agreement.

Access to Service

Buzzeasy provides security measures and various defensive (e.g. blacklisting) services to allow the Customer to control access to some Buzzeasy Services, however it is the Customer's responsibility to ensure that only legitimate Contact Requests are received from End Users.

Customer will be responsible for custody and use of all assigned Buzzeasy Service login credentials.

Customer will use reasonable efforts to prevent unauthorised access to or use of the Services and notify Buzzeasy immediately by telephone and confirm by email any unauthorised access, and use reasonable efforts to immediately stop any such unauthorised access.

Ownership

Buzzeasy solely owns the intellectual property in the Service (except for third party components) and the service Documentation. While a valid, current Agreement to use the Service is maintained, Customer shall have a non-exclusive, non-transferable right to use the Service for Customer's lawful business purposes.

The Service is wholly or partly located on servers that are controlled by Buzzeasy. Customer may access the Service, but has no right to receive a copy of the source code, database definitions, or any other information propriety to Buzzeasy in the provision of the Service.

The Service may partly be located on servers that are controlled by Customer or Reseller. In such cases Customer may access the Service, but has no right to receive a copy of the source code, database definitions, or any other information propriety to Buzzeasy in the provision of the Service.

Working patterns of the Buzzeasy Services are pending patent and no Interface Specification or Documentation are to be communicated to any third party without the written permission of Buzzeasy.

Service Specification

The Services are coninually evolving as Buzzeasy regularly applies upgrades and updates. Some of these changes will occur automatically, while others may require Customer or Reseller to schedule and implement changes.

Service Availability

Buzzeasy has a maintenance schedule daily at 05:45 UTC / 23:45 CST for 15 minutes. During this time, Contact Requests can be made to the service however they may not be actioned until after the 15 minute window.

There is also a longer monthly maintenance schedule on the first Sunday of the month for up to one hour. Normally Contact Requests can be made during this time, however again they may not be actioned until after the window.

There will be times that maintenance windows require the pausing of the taking of Contact Requests. Buzzeasy will minimise this period of time, and with the exceptions of emergency maintenance (see below), will provide at least one week's notice of such an event, to the notification email provided on the Service Order form.

There are times when emergency maintenance is required to resolve an operational issue. Buzzeasy is a cloud based service delivering solutions to multiple customers. If there is an emergency maintenance required, Buzzeasy will at their discretion, determine the timing of the window taking into account the varied needs of the customer community.

Exclusions

Customer or Reseller may not:

- transfer to any other person any of its rights to use the Service
- rent or lease the Service (apart from any Reseller to Customer arrangement detailed in the Service Order)
- offer a service or solution that is competitive with Buzzeasy
- access the Service in order to build a competitive solution or to assist someone else to build a competitive solution to the Buzzeasy Services
- use the Service in a way that violates any criminal or civil law, including the content of the voice and digital interactions held
- load test the Service in order to test scalability
- exceed the usage limits listed in the Service Order form.

Fees & Taxes

Customer or Reseller agrees to pay the following for the use of the service:

Monthly Service Fees

Monthly Service Fees are defined on the Service Order form, and are based on specified volumes (e.g. number of users, number of concurrent conversations, etc.)

Consumable Services

Consumable Services are charged at the amount defined on the Service Order form, and calculated within each Charging Month.

Consumable Service Costs

Where applicable, the costs for all Consumable Services are calculated within each Charging Month, and are separately chargeable. For the avoidance of doubt if multiple attempts to make contact on a single Contact Request are needed then all of the attempts' Consumable Service costs e.g. Call, SMS and Bot transaction costs are charged.

Call costs only apply where Buzzeasy SIP trunks are used for the making of calls – and do not apply in a hybrid scenario where Buzzeasy manages callbacks and places calls using the Customer's telephony infrastructure.

Taxes

Where applicable, billing will be subject to Sales Tax or VAT at the prevailing rate, and other local taxes as may apply.

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Invoicing & Payment

All invoicing provided by Buzzeasy to the Customer or Reseller shall be produced in accordance with the agreed Service Order Form. The invoice shall be deemed to be correct and properly due unless, acting reasonably and in good faith, the Customer or Reseller disputes the invoice or parts thereof within 14 days of the invoice date. If the Customer or Reseller does not dispute any aspect of the invoice within the 14 day period, the invoice shall be deemed due for payment 14 days from submission, or as otherwise stated on the Service Order Form.

Where a disconnection of Service has occurred as a result of a Customer or Reseller's breach of the payment terms, a reinstatement/reconnection Fee of £200 GBP / € 240 EUR / $260 USD will be applied to the Customer or Reseller account. The Customer or Reseller shall be required to pay in full the reconnection Fee in addition to full payment of all properly due amounts on the Customer or Reseller account, prior to access or reconnection to the Customer's Service being granted.

Data Protection

Buzzeasy only processes data that is provided by the Customer, or that is collected by Buzzeasy at Customer's request, explicit or implied, and in compliance with the data processing terms of this Agreement as well as the Data Processing Agreement. Customer warrants that any supplied Customer Data will not violate any third party's rights or any law.

Customer and/or Reseller are responsible for ensuring adherence to local and federal data protection laws and regulations.

The Customer represents that it has the lawful right to submit End User Data and agrees not to submit any information unless legally entitled to do so. Collection of phone numbers, email addresses and any other personal data from End Users should be done under clear terms – examples of which can be obtained from Buzzeasy. All End User Data and other confidential information submitted to Buzzeasy must be done so securely and at a minimum be password protected.

Additionally, by providing Customer Data to Buzzeasy, Customer or Reseller warrants that it has permission to contact the End User using the Customer Data (not applicable to an end user Contact Request as the End User gives permission by requesting the contact).

By using the Service, Customer consents to the data transferred to the Service to be stored in secure databases in EU data centre(s) and accept the following terms and conditions, without limitation or qualification.

Data Protection Act and GDPR

In the UK the Data Protection Act 1998 (the DPA) and in the EU region the EU Regulation 2016/679 General Data Protection Regulation (GDPR) both draw a distinction between a 'data controller' and a 'data processor'. In the case of Buzzeasy, Customer is the 'data controller' and maintains all responsibilities of a 'data controller' as defined in the DPA, whilst Buzzeasy is 'data processor' and maintains all responsibilities of a 'data processor'.

Information Buzzeasy Collects

When a Contact Request is made to or from the Service, Buzzeasy is provided with information about the End Users (End User Data). All End User Data must be transferred securely between the parties.

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Buzzeasy will securely process and store the End User Data provided and only use it to initiate and record contact between the Customer and the End User and to identify any issues with the Service and provide rectification to that Service.

The Service will be configured to present Buzzeasy Presented Number provided by the Customer on calls to End Users. Customer warrants to Buzzeasy that it owns the Presented Number and permits it to be presented on outbound calls.

Disclosure of information

The information, including End User Data provided to Buzzeasy will be held on computers for the purposes set out in this Agreement, Data Processing Agreement or for other purposes approved by you. Buzzeasy will securely delete the End User Data within the retention period specified in the Data Processing Agreement and no later than 12 months from the date they received the End User Data from the Customer.

Buzzeasy may pass aggregate usage information to third parties but this will not include information that can be used to identify Customer or End Users.

Buzzeasy will cooperate with any request from a law enforcement organisation requesting legitimate legal access to Customer Data.

Buzzeasy will not sell or share the information of Customer's use of the system nor that of the End Users.

Security and Data Protection

Buzzeasy will keep Customer Data in a secure data centre, operated by a specialist third party data centre provider.

Any changes to Buzzeasy's privacy policy in the future will be posted to the website and, where appropriate, through email notification.

Data Retention

Buzzeasy as Data Processor provides the ability for Customers as Data Controllers, to configure their own data retention periods.

When Customer Data reaches its retention period it will no longer be accessible to users of the system but remains accessible by Buzzeasy administrative staff, for billing and support purposes, for a period of 90 days.

Customer can issue explicit requests to Buzzeasy for the deletion of specific Customer Data at any time during the data retention period. Buzzeasy is to delete these specific Customer Data within 30 days of such requests.

Any backups of deleted Customer Data will also be deleted within 30 days.

Notwithstanding the following defined retention periods, certain Customer Data may be deleted or otherwise disposed of prior to the expiry of its defined retention period at Buzzeasy's discretion, whether in response to a Customer Data removal request or otherwise.

The following table lists the data retained by Buzzee, the location and retention period:

System	Data Type	Location	Retention Period or Criteria
Buzzeasy	Customer Data	Microsoft Azure	Default 18 months or as

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Platform	End User Data	Data Centres	specified by customer
Buzzeasy Platform	Application Log Data	Microsoft Azure Data Centres	Deleted after 90 days
Backups	Backups of data	Microsoft Azure Data Centres	Data will be stored in backups for up to 30 days after being deleted from all systems

Warranty

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND THE DATA PROCESSING AGREEMENT, THE SERVICE IS PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND BUZZEASY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BUZZEASY DOES NOT WARRANT THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

EXCEPT AS REQUIRED TO PROVIDE THE SERVICE OR AS REQUIRED BY LAW, BUZZEASY DOES NOT MONITOR THE CONTENT OF CUSTOMER DATA. TO THIS EXTENT ALL RESPONSIBILITY AND LIABILITY IN RELATION TO THE CONTENT TRANSMITTED, RETAINED OR USED IN CONJUNCTION WITH OR ON THE SERVICE RESIDES SOLELY WITH THE CUSTOMER.

Limitation of Liability

Subject to the previous clauses, but notwithstanding anything else in this Agreement and the Data Processing Agreement, the Customer or Reseller's sole and exclusive remedy and Buzzeasy's sole liability for unavailability, delay in provision or unsatisfactory performance of the Service shall be Service Credits as defined within Annex A of this agreement.

THE DATA PROCESSING AGREEMENT WITHSTANDING, NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY), OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SERVICE, SETUP AND TESTING NECESSARY TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OF THE SERVICES. EACH PARTY'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE BY CUSTOMER OR RESELLER TO BUZZEASY UNDER SUCH RELEVANT SERVICE ORDER FORM DURING THE 24 MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN BUZZEASY AND CUSTOMER OR RESELLER AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE TO BUZZEASY. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF BUZZEASY'S INTELLECTUAL PROPERTY RIGHTS.

Force Majeure

Notwithstanding anything herein to the contrary, neither Party shall be liable for any delay or failure in performance of any of its obligations under this Agreement (other than payment obligations for Services) to the extent that such delay or failure is attributable to a Force Majeure Event, and the

Service Term of any Service rendered unavailable by the Force Majeure Event shall be extended by the time that the Service is rendered unavailable.

Law

These Terms and Conditions and any disputes arising from or in connection with them shall be governed by the laws of Hungary and the parties submit to the exclusive jurisdiction of the Hungarian Courts. You hereby undertake, as a condition of use of the Buzzeasy service, to indemnify us against any loss or damage suffered by Buzzeasy as a result of any breach by Customer or End Users of any of these Terms of Conditions.

This Agreement together with the Data Processing Agreement and Service Order form represent the entire agreement of the parties, and supersede any prior or current understandings, whether written or oral. If there is a conflict between the Agreement and a Service Order Form, the Service Order form and Data Processing Agreement will prevail.

Severability

If any provision of this Agreement is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the remainder of the Agreement shall, to the extent possible, remain legal, valid and enforceable.

Assignment

Buzzeasy may assign this Agreement in whole or in part at any time without notice. In such an instance, all obligations in this Agreement and the Data Processing Agreement will be assigned.

Customer or Reseller must not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Buzzeasy. Buzzeasy may not unreasonably withhold such consent in the case of an assignment by Customer or Reseller of its rights and obligations to an entity that has acquired all, or substantially all of Customer or Reseller's assets, or to an assignment that is part of a genuine corporate restructure.

Any assignment in breach of this Section is void.

Indemnification

Customer or Reseller must indemnify and hold harmless Buzzeasy, its affiliates, directors, and employees from any damages finally awarded against Buzzeasy (including, without limitation, reasonable costs and legal fees incurred by Customer) arising out of any third party suit, claim or other legal action (including but not limited to any DPA or FTC or other governmental investigations, complaints and actions) resulting from Customer's non-adherence or alleged non-adherence to its obligations as a Data Controller.

Registered office

Buzzeasy AI Kft.
Alkotás u. 50
Budapest 1123
Hungary

Notices

All notices provided under this Agreement, by the Customer or Reseller to Buzzeasy, shall be in writing and shall be delivered by hand or by prepaid recorded or registered post or by electronic transmission

if immediately confirmed by prepaid recorded or registered post. Notice shall be deemed to have been served immediately if delivered by hand or 48 hours after such posting or such transmission.

Posted communications are to be sent to the registered address above, marked 'FAO: Company Director'.

All notices provided under this Agreement, by Buzzeasy to the Customer or Reseller, shall be in writing and shall be delivered by hand or by prepaid recorded or registered post or by electronic transmission if immediately confirmed by prepaid recorded or registered post. Notice shall be deemed to have been served immediately if delivered by hand or 48 hours after such posting or such transmission.

Posted and email communications are to be sent to the Customer or Reseller address on the Service Order form.

Publicity

Buzzeasy may list Customer as a customer and use Customer's name and logo on its websites, on publicly available customer lists, and in media releases.