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B2B TERMS AND CONDITIONS

Multi-tenant SaaS PBX and optional numbering services

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1. Scope, parties and contractual documents

These terms govern the B2B supply of CloudVoce.it by **CODENEX INTERNATIONAL SRL** ("CODENEX") to the customer identified in the electronic order (the "Customer"). The service is intended for businesses, professionals, public bodies and organisations acting for professional purposes and is not intended for consumers.

The contract consists of the order and its economic summary, the applicable contract summary, these terms, the DPA and the referenced annexes. In the event of conflict, the following order applies: customised order, contract summary, these terms, Service Charter and policies. The DPA prevails for processing carried out by CODENEX as processor.

2. CloudVoce.it service

CloudVoce.it is a multi-tenant virtual PBX. Within the assigned plan limits, it manages extensions, SIP lines, inbound and outbound routes, IVR menus, queues, ring groups, schedules, announcements, voicemail, contacts, call logs, recordings, music on hold, WebRTC, API, webhooks, click-to-call and text-to-speech.

Internet connectivity, power supply, devices, PSTN traffic and third-party carrier services are not included unless expressly stated in the order. Future features, including conversational AI robots, are excluded until activated under a specific plan.

3. Requirements, configuration and third-party services

The Customer must provide suitable connectivity, local network, power and devices. Call quality and reachability also depend on the SIP carrier, Internet access, devices and Customer configuration.

Authorised tenant users may configure line and trunk data. Unencrypted SIP transports, where required by a traditional carrier, reduce protection on that network segment; WebRTC uses WSS and DTLS-SRTP. The Customer assesses the suitability of its carrier and endpoints.

4. Activation, Product Key and tenant limits

Telephony activation requires a verified account, an active or assigned plan, a valid Product Key linked to the tenant and telephone server, and an actually registered SIP line. Payment alone does not prove that the line is correctly configured.

The Product Key is sent to the address associated through the CRM and is entered by the Customer in the panel. Validation applies the expiry date and a seven-day grace period. After the grace period, only that tenant's telephony, provisioning and APIs are suspended; account access remains available for renewal, correction and support. The platform superadmin does not require a tenant Product Key.

5. Plans, prices, taxes and payments

The catalogue, monthly or annual billing period, price, promotions, limits and assignments are those displayed and frozen in the order produced by the CRM. The standard CloudVoce plan normally includes five extensions; each additional extension costs EUR 1.00 per month or EUR 12.00 per annual period, plus applicable tax, unless the order states otherwise.

An Italian geographic number supplied by CloudVoce costs EUR 80.00 per year plus applicable tax and is a separate recurring item. Customer-owned numbers are not billed by CloudVoce and remain governed by the Customer's carrier agreement.

Stripe processes payments. CODENEX does not receive the full card number. The CRM determines tax treatment according to the invoicing entity stated in the order, the Customer's country and, for EU B2B transactions, the VIES result. The entity identified on the tax document issues the invoice without changing the contractual supplier unless expressly agreed.

6. Numbers, upstream carriers and emergency calls

For Customer-owned numbers, the Customer warrants ownership or authorisation, accurate SIP data and compatibility with a cloud PBX. For CloudVoce numbers, PSTN allocation, routing and emergency location depend on the authorised upstream carrier stated in the number record or order.

CloudVoce numbers are selected from available Italian geographic prefixes and assigned only after verification and procurement. Portability and availability are never presumed and require feasibility and written acceptance by the receiving carrier. Emergency calls are subject to the limitations in the 112 Notice, which the Customer must communicate to users.

7. Customer obligations and permitted use

The Customer must protect accounts, SIP credentials and tokens; assign least-privilege roles; use two-factor authentication where available; keep devices and contacts current; use only assigned or authorised caller IDs; and comply with privacy, communications secrecy, employment rules, the do-not-call register and telemarketing law.

Fraud, vishing, unlawful voice spam or robocalls, spoofing, artificial traffic, unauthorised access, interception, harassment, abusive high-cost traffic, unauthorised resale and safety-critical use are prohibited.

The Customer determines the lawful basis, notices and retention periods for recordings, contacts, CDRs and TTS content. Prompts must not contain unnecessary personal data, and data subjects must be informed where recording or automated voice functions are used.

8. Controls, blocking and suspension

CODENEX may apply thresholds, prefix blocks, restrictions, token revocation or tenant suspension for compromised credentials, abusive attempts, abnormal traffic, risk to other tenants, policy breaches, authority orders or non-payment. Where possible, measures are proportionate, limited and notified to the Customer contact.

Plan suspension does not block account access. Blocking the entire company account requires an explicit superadmin action or an overriding security or legal need. The Customer may request a review through support.

9. Changes to service and terms

CODENEX may update features, security measures, prices and terms for technical, regulatory or commercial reasons. Changes that are not merely beneficial are notified on a durable medium with the notice required by applicable law and, where applicable, information about termination rights.

CRM catalogue changes do not retroactively alter the snapshot of a paid order except for a Customer-requested or accepted plan change, the stated end of a promotion or a legal requirement.

10. Term, renewal, cancellation and termination

The term and billing period are stated in the order. Unless stated otherwise, subscriptions renew automatically for the same period through Stripe. The Customer may disable renewal before the next due date; service remains available until the paid period ends unless suspended for security or breach.

On termination, telephony, renewals and the Product Key are disabled. Access may remain temporarily available for export, invoices, reactivation or exercise of rights. Data and settings are returned or deleted according to the DPA, retention settings and legal obligations.

11. Data protection and confidentiality

CODENEX is controller for accounts, contract, billing, support, CRM, security and fraud prevention and acts as processor under Article 28 GDPR for telephony data processed on the Customer's behalf. The Privacy Notice and DPA form part of the contractual set.

Each party protects confidential information received and uses it only for the contract, except where disclosure is required by law, authority order or defence of rights.

12. Availability, exclusions and liability

CODENEX provides the service with professional care and in accordance with the Service Charter. It is not liable for disruption caused by the Customer's Internet, power, devices or networks, third-party carriers, unauthorised configuration, force majeure or use contrary to instructions.

Except for wilful misconduct, gross negligence, personal injury, mandatory data-protection liability or other liability that cannot lawfully be limited, CODENEX's aggregate liability for direct documented loss is limited to CloudVoce fees paid in the twelve months preceding the event. Loss of profit, loss of opportunity, data not covered by agreed backup procedures and indirect loss are excluded to the extent permitted by law.

13. Indemnity

The Customer indemnifies CODENEX against third-party claims arising from content, lists, recordings, campaigns, caller IDs, numbers or unlawful instructions attributable to the Customer, including privacy, telemarketing, intellectual-property or communications-secrecy breaches, without prejudice to CODENEX's own liability.

14. Force majeure

Neither party is liable for delay caused by events beyond reasonable control, including widespread network or power failures, generalised attacks, public measures, natural events or systemic unavailability of essential suppliers. The affected party informs the other where reasonably possible and mitigates the effects.

15. Intellectual property

Software, interfaces, trade marks, documentation and platform configurations remain the property of CODENEX or their licensors. The Customer receives a non-exclusive, non-transferable right limited to the contract term. Customer-uploaded data, contacts, audio and content remain under the Customer's control, subject to the technical licence needed to provide the service.

16. Assignment and subcontracting

CODENEX may assign the contract to a group company, successor or purchaser of the business providing CloudVoce, while preserving continuity of obligations and informing the Customer. The Customer may not assign or resell the service without written consent. CODENEX may use qualified suppliers in accordance with the DPA and applicable law.

17. Notices, complaints and severability

Contractual and service notices are sent to the verified e-mail address and made available in the panel or Codenex Customer Area. Complaints and support requests may be submitted by ticket or to get@cloudvoce.it. Invalidity of one provision does not affect the others, and tolerance does not constitute waiver.

18. Governing law and jurisdiction

The contract is governed by Italian law, without prejudice to mandatory rules that may apply. The Court of Palermo has exclusive jurisdiction over B2B disputes, subject to mandatory venues and any compulsory conciliation procedure for electronic communications services.

Specific approval under Articles 1341 and 1342 of the Italian Civil Code
The Customer specifically approves: §4 activation, Product Key and tenant suspension; §6 carriers, numbering and 112; §7 obligations and prohibited uses; §8 blocking and suspension; §9 changes; §10 term, renewal and termination; §12 exclusions and liability cap; §13 indemnity; §14 force majeure; §16 assignment; §18 governing law and jurisdiction.