

Terms of Use

of DOSH Communications

A trading name of Polisdirect LTD

Company Number: 16825830

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1. Introduction and Acceptance

These Terms of Use ("Terms") govern the contractual relationship between you ("User", "Customer") and Polisdirect LTD, trading as DOSH Communications ("we", "us", "our") for the use of our Voice over IP (VoIP/SIP Trunking) and SMS routing services ("Services"). By registering for, accessing, or using our Services, you agree to be bound by these Terms. If you do not agree, you must not use our Services. These Terms constitute a legally binding agreement.

2. Definitions

"Services": Our VoIP (SIP Trunking), SMS routing, and any other related telecommunication services.

"Spoofing": The practice of falsifying or misleading Caller Line Identification (CLI) or SMS Sender ID information with the intent to deceive the recipient about the origin of the call or message.

"Unlawful Use": Any use of our Services that violates applicable laws, regulations, or these Terms.

"KYC": Know Your Customer, our identity verification process.

"Sender ID": The alphanumeric name that appears as the sender of an SMS message.

"White Route SMS": A premium SMS routing path that uses direct connections with mobile network operators (MNOs), ensuring high delivery rates and reliability.

"Grey Route SMS": A lower-cost SMS routing path that uses third-party or indirect connections to reach the end user. Delivery rates and reliability are not guaranteed.

"DID": Direct Inward Dialing, a virtual telephone number that allows routing of calls to a specific extension.

3. Account Registration and Security

3.1. Account Creation: You must provide accurate, complete, and current information during the registration process. You are responsible for safeguarding the confidentiality of your account credentials.

3.2. KYC for DID Provisioning: The provisioning of any inbound telephone number (DID) is contingent upon the successful completion of our Know Your Customer (KYC) verification process. You agree to provide all necessary documentation, including but not limited to proof of identity and proof of address, in a timely manner. We reserve the right to refuse or suspend DID services pending successful KYC verification.

4. Service-Specific Terms

4.1. VoIP Services: You are solely responsible for the configuration and security of your VoIP equipment (SIP phones, PBXs, etc.). We are not responsible for service disruptions caused by your equipment or network.

4.2. SMS Routing Choice:

* White Route: Offers higher delivery rates and is recommended for critical communications. Billed at a premium rate.

* Grey Route: Offered as a lower-cost alternative. The User explicitly acknowledges and agrees that Grey Routes carry a higher risk of lower delivery rates, latency, message delays, and potential filtering by mobile operators. DOSH Communications provides no guarantees, warranties, or service credits relating to the delivery of messages sent via Grey Routes. All usage of Grey Routes is entirely at the User's own risk.

4.3. SMS Sender ID Policy:

* You will be assigned a pre-approved SMS Sender ID. This ID must be an exact match to your registered company name or a legally protected trademark. Generic or misleading Sender IDs are prohibited.

* All Sender ID requests are subject to manual review and approval by DOSH Communications staff. We reserve the right to reject or modify any Sender ID request at our sole discretion.

5. Acceptable Use Policy (AUP)

The User agrees not to use the Services for any Unlawful Use, including but not limited to:

Sending unsolicited bulk messages (SPAM)...

Making automated calls or sending messages for emergency services, as the Services are not designed for this purpose.

Any activity that overloads or disrupts our network infrastructure.

6. Payments and Billing

6.1. Payment Terms: All fees are payable in advance or according to the agreed-upon billing cycle.

6.2. Refund Policy: Refunds will only be processed to the original bank account...

6.3. Suspension for Non-Payment: We reserve the right to suspend or terminate the Services for non-payment without notice.

7. Service Level Agreement (SLA)

7.1. Uptime Commitment: We strive to provide a core network uptime of 99.9% per calendar month ("Uptime").

7.2. Service Credits: If our core network uptime falls below 99.9%, you may be eligible for a service credit...

8. Limitation of Liability and Indemnification

8.1. Limitation of Liability: To the fullest extent permitted by law, our total aggregate liability shall not exceed the total fees paid by you in the three (3) months preceding the claim.

8.2. Indemnification: You agree to indemnify, defend, and hold harmless DOSH Communications...

9. Intellectual Property

All rights, title, and interest in and to the Services, software, and technology remain the property of DOSH Communications.

10. Termination

We may suspend or terminate your access to the Services immediately, without prior notice or liability, for any reason, including breach of AUP or non-payment.

11. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

12. General Provisions

12.1. Changes to Terms: We reserve the right to modify these Terms at any time...

12.2. Entire Agreement: These Terms constitute the entire agreement.

12.3. Severability: If any provision of these Terms is found unenforceable, the remaining provisions will remain in full force and effect.