

1 Introduction and definitions

- 1.1 These terms and conditions ("Conditions") shall govern the agreement between TxRx Communications Ltd ("us" or "we") and the individual or organisation applying for the provision of the Goods or Services ("you").
- 1.2 Our registered office is at 29 Belmont Heights, Hatch Warren, Basingstoke RG22 4RW and our correspondence address is the same. We are registered at Companies House under number 6260998 in England and Wales.
- 1.3 You can contact us by email support@txrxcomms.co.uk telephone +44 1256-810630, fax +44 1256 810651.
- 1.4 The headings in this agreement are for guidance only and are not intended to be legally binding.
- 1.5 Where there is a discrepancy between any other communication with you and this agreement, this agreement shall take precedence.
- 1.6 The following have particular meanings in these Conditions:
 - 1.6.1 "Acceptable Use Policy" means our guidelines for acceptable use, which may be amended from time to time;
 - 1.6.2 "Data" includes information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form;
 - 1.6.3 "Goods" means the goods described on the Website or in writing by email or fax and which we agree to sell to you;
 - 1.6.4 "Services" means the services described on the Website or in writing by email or fax and which we agree to provide to you;
 - 1.6.5 "Internet" means the global data network comprising interconnected networks to which we are connected;
 - 1.6.6 "Personal Data" means Data about any identified or identifiable living person;
 - 1.6.7 "Regulations" means the Consumer Protection (Distance Selling) Regulations 2000;
 - 1.6.8 "Website" means www.txrxcomms.co.uk

2 Our Service and Obligations.

- 2.1 We will supply the Services to you and maintain them with reasonable skill and care. All faults, repairs and other problems will be resolved using reasonable endeavours.
- 2.2 We do not guarantee that the Services will be uninterrupted, secure or error-free. Our Services provide a very low-cost means of telecommunications and rely on the internet for connectivity. The internet is not a reliable or secure service. When making the decision to use Our service, you accept that it may be liable to interruption, interception or failure at any time and for any duration.
- 2.3 We will use reasonable skill and care to protect both you and us from any breach of system security. We reserve the right to take immediate corrective action without prior notice to prevent a security breach or mitigate the effects of an existing security breach.
- 2.4 Our Service provided to you may sometimes be unavailable as a result of things over which we have no control. For example, power disruptions, bad weather, and failures of your internet service provider (ISP) or broadband connection, as well as breakdown, interference or failure of our own systems and our suppliers systems and their telecommunications providers.
- 2.5 We do not formally support any access to any Emergency services (112/999) and it is your responsibility to ensure that you have appropriate means of making emergency calls if you deem this necessary. We will not accept any liability for your inability to make an emergency call under any circumstances.

- 2.6 If you do manage to make a call to the Emergency Services we cannot provide any location details on your behalf and you will need to ensure that this is passed to the relevant service during the call.
- 2.7 If your Service ends, you understand that it might not be possible to transfer (port) your existing number to an alternative service. However, where this is technically possible we will use reasonable endeavours to assist. We will not unreasonably withhold any such request if technically feasible, although we may make a charge to cover costs and administration.
- 2.8 The Service provided by us is not covered by a Universal Services Directive (“USD”) and is not a Publicly Available Telephone Service (PATS). The Service is subject to different regulatory treatment than a normal telephone line and this may limit or otherwise affect your rights of redress before regulatory agencies such as OFCOM in the UK.

3 Your obligations

- 3.1 You must comply with our reasonable instructions and requests concerning the Services.
- 3.2 You must pay us for the Services provided and Goods supplied.
- 3.3 You must provide us with up to date contact details of at least one named representative with whom we are authorised to deal (including email addresses) and promptly notify us of any changes. We rely on this information for various reasons including the transmission of invoices and other important information concerning the Services.
- 3.4 You must comply with any reasonable Acceptable Use Policy published by us and bring it to the attention of your authorised users.
- 3.5 You are responsible for all persons who use your user name and password to access the Services, whether authorised or not, unless acting on our behalf.
- 3.6 There is a risk that Data generated, stored, transmitted or used via or in connection with the Services (for example, stored voicemail messages) may be irretrievably damaged or lost if there is a fault, or on suspension or termination. You must frequently back-up all such Data that you wish to save.
- 3.7 You must keep your all user names and passwords secure.
- 3.8 You must take reasonable steps in respect of matters within your control to minimize any risk of security breaches in connection with the Services.
- 3.9 You must notify us immediately of any suspected or actual unauthorised access to any of your accounts;

4 Restrictions and Limitations on use of Services

- 4.1 You must refrain from transferring any illegal material or engaging in unlawful activities via your use of the Services, and you must not permit others to do so.
- 4.2 You must refrain from sending menacing, offensive, defamatory, obscene, indecent or abusive messages or telephone calls whilst using the Services, and you must not permit others to do so.
- 4.3 You must not use or permit the usage of the Services in a manner that is inconsistent with any and all applicable laws and regulations.
- 4.4 You must not make available or upload Data via your use of the Services that contain a virus, worm, trojan or other malicious Data or download any disabling or harmful devices.
- 4.5 You must not use the Service and you must not permit others to use the Service to send bulk unsolicited telephone calls, text messages or email.
- 4.6 You warrant that your use of the Services will not infringe any third party intellectual property or other rights.
- 4.7 You must not embark on any course of action, whether by use of telephone or any other means,

which may cause a disproportionate level of activity (for example, causing mail bombs, denial of service attacks or encouraging large numbers of inbound phone calls). If we become aware of such disproportionate use we may terminate some or all of the Services forthwith.

5 Stored Data

- 5.1 We may access, copy, preserve, disclose, remove, suspend or delete any Data if we are required to do so by applicable law or competent authority or if such Data is prohibited under these Conditions.
- 5.2 We will process your Personal Data in accordance with the declarations we have made to the UK Data Protection Registrar.
- 5.3 You consent to such processing and confirm that you have obtained similar consent from any third party individuals whose Personal Data you have supplied to us, and will continue to do so in the future.
- 5.4 We do not store any credit card details given to us. Any information you do provide will be destroyed as soon as a transaction is completed.

6 Risk and Title to Goods

- 6.1 Risk shall pass to you on delivery, but the Goods shall remain our property until such time as full payment has been received.

7 Limitation of liability

- 7.1 Nothing in these Conditions in any way excludes or restricts our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted. Nor does it affect consumer's statutory rights.
- 7.2 Our liability in contract, tort (including negligence) or otherwise in connection with these Conditions for any one event or a series of events is limited to the price of the Goods, or in the case of Services, a pro rata refund of charges paid for the duration for which service has been unavailable or partially unavailable. For ongoing services, this is limited to a period of one month.
- 7.3 Under no circumstances are we liable for any failure of any part of the internet, for any reason. If the Service is affected by such outages, we may work with you to identify the area of failure and in some cases make recommendations to resolve the issue. If this involves a significant effort you agree to pay us for the work undertaken on your behalf.
- 7.4 In no event (including our own negligence), and even if we have been advised of the possibility of such losses, will we be liable for any economic loss (including, without limitation, loss of revenue, profit, contract, business or anticipated savings), loss of goodwill or reputation, special, indirect or consequential loss or damage to or loss of Data.
- 7.5 We have no liability for goods and services provided by third parties. This includes our suppliers. We will make reasonable efforts to liaise with them to effect a timely resolution of any technical problems.
- 7.6 The internet is not secure, and there are many points at which data can be intercepted. We are not liable for any loss or consequential loss due to lawful or unlawful interception or monitoring of any communications using any part of the internet, however caused.
- 7.7 To the extent allowed by law, we exclude all conditions, terms, representations and warranties, whether imposed by statute or by law or otherwise, that are not expressly stated in these Conditions including, without limit, the implied warranties of satisfactory quality and fitness for a particular purpose. Consumer's statutory rights are unaffected.

8 Indemnity

- 8.1 You will indemnify us against all claims, damages, liabilities, costs (including reasonable legal

fees) directly or indirectly related to use of your domain names, use of the Goods, use of the Services or breach by you of any of these Conditions.

9 Payment

- 9.1 You agree to pay the invoices issued (together with VAT and any other applicable taxes) when you order Goods or order or renew any Services;
- 9.2 We reserve the right to suspend part or all of the service for late or non-payment.
- 9.3 All invoices are sent by email. We do not send copies by post unless requested. We may make a handling charge for administering such requests.
- 9.4 Payment shall be made in Sterling unless otherwise agreed.
- 9.5 Payment shall be made by Bank Transfer (BACS, CHAPS or SWIFT), Paypal or Google Checkout. In the case of Paypal payments, you agree to pay us a Paypal fee of 5% of the invoice value (including VAT if applicable) to cover Paypal handling costs. This must be included in the payment. If this additional handling fee is not included in the payment, we reserve the right to invoice this charge separately.
- 9.6 If you make an international bank payment (SWIFT) you must opt to pay all bank charges.
- 9.7 Payment must be in advance or, if we agree to credit terms, within 14 days of our invoice. Because of the long clearance times and extra costs for handling cheques we will only accept them by prior agreement. We reserve the right to charge a handling fee of £5 for cheque payments.
- 9.8 Payment must be made without deduction or set-off. All fees are non refundable unless otherwise stated. All fees remain payable where we suspend the Services in accordance with these Conditions. We may impose a credit limit on your account and/or require a deposit as security for paying bills.
- 9.9 For the purposes of determining whether a payment is late, payment is considered to have been received by us on the day that funds are in our bank and available for our use, i.e. 'cleared'.
- 9.10 Late payments are a breach of these Conditions. Late payment penalties are applied in accordance with The Late Payment of Commercial Debts Regulations 2002. Late Payment Interest is currently charged at 8% above Bank of England Base Rate on late payments, calculated on a daily basis.

10 Duration and termination

- 10.1 All Services paid for either annually or monthly will be subject to initial contract periods of 12 months or 30 days respectively, and shall continue thereafter on a monthly basis unless and until terminated in accordance with clause 14;
- 10.2 Subject to clause 14.1, either party may terminate this agreement (some or all of the Services) at any time for any reason by giving to the other 30 days written notice.
- 10.3 This clause applies only if you are a "consumer", which for the purposes of this clause 13.3 shall mean any person who is acting for purposes that are outside his or her business.
 - 10.3.1 For the purposes of the Regulations:
 - 10.3.2 The supplier shall be TxRx Communications Ltd;
 - 10.3.3 The address of the supplier shall be the correspondence address as set out above;
 - 10.3.4 Any prices listed on the Website are updated periodically and cannot be guaranteed for any period of time Every effort is made to ensure prices are correct at the point at which the consumer places an order.
 - 10.3.5 Any complaints should be sent in writing or by email to the correspondence address.
 - 10.3.6 A consumer will, subject to any exceptions or exclusions set out in the Regulations, be

entitled to cancel these Conditions by serving us with a written notice of cancellation during the following periods:

10.3.6.1 In the case of Goods, within seven working days after the day on which the consumer receives the Goods;

10.3.6.2 In the case of Services, within seven working days after the date you enter into a contract with us.

10.3.7 In the event of cancellation by the consumer Goods should be returned to our correspondence address. The consumer will be liable for the costs of returning such Goods or the costs of the supplier in recovering such Goods unless the consumer has a right to reject the Goods under a term of these Conditions or under statutory right (including any right under the Unfair Terms in Consumer Contract Regulations).

10.3.8 The consumer will not be entitled to cancel any contract for the supply of Services once the performance of the Services has begun.

10.4 We may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice:

10.4.1 if you breach any the terms and obligations under these Conditions and, if remediable, having received from us a written notice stating the intention to terminate these conditions if not remedied, fail to remedy the breach within 14 days;

10.4.2 if you are subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal or you enter into any arrangement or composition with your or for your creditors or a receiver or liquidator or trustee in bankruptcy is appointed over you or any of your assets or any similar circumstances; or

10.4.3 if we are required to do so by a competent or regulatory authority.

10.5 On termination of this agreement or suspension of Services for any reason:

10.5.1 we will immediately stop supplying, and will terminate access to, the relevant Services. This may involve irretrievable damage to or loss of Data generated, stored, transmitted or used via or in connection with the Services and / or we may destroy any such Data;

10.5.2 all licenses granted by us to you will terminate;

10.5.3 any fees due remain payable and, if already paid, will be non-refundable unless you have cancelled this agreement in accordance with clause 3;

10.5.4 your accrued rights and liabilities will be unaffected.

11 Confidentiality

11.1 We both agree not to use for any purpose apart from this agreement or disclose any Confidential Data received from the other party. "Confidential Data" means Data identified as, or which clearly is, confidential.

11.2 This clause does not apply to Data which:

11.2.1 enters the public domain other than through breach of this clause;

11.2.2 is or becomes independently known to the receiving party free from any confidentiality restriction;

11.2.3 is required to be disclosed by applicable law or competent authority;

11.2.4 is reasonably disclosed to employees, suppliers or others for the proper performance of these Conditions;

11.2.5 is reasonably disclosed to professional advisers; or

11.2.6 we are otherwise permitted to disclose in accordance with these Conditions.

12 Notices

- 12.1 You should send any notices under these Conditions to the correspondence address, fax or email address given at the top of these Conditions.
- 12.2 We shall send any notices in accordance with the most recent contact information which you have provided to us.
- 12.3 Notices may be sent by hand, recorded delivery, fax or email and shall be deemed to be received:
- 12.4 by hand - when delivered to an employee or to the registered address on file.
- 12.5 recorded delivery - five days after posting;
- 12.6 fax - when the sender receives an error-free transmission report; or
- 12.7 email - on the day sent unless the contrary is proved.

13 General

- 13.1 These Conditions represent the entire agreement of the parties relating to its subject matter. It supersedes all prior agreements and representations (unless fraudulent). We are not bound by, nor should you rely on, any oral representations or representations by any agent or employee of any third party you may use to apply for our Services.
- 13.2 If any part of these Conditions is deemed void for any reason, the offending words shall be deemed deleted and the remainder shall continue in full force.
- 13.3 You may not assign these Conditions or subcontract or resell any of the Services without our prior written consent. We may assign these Conditions or subcontract any of the Services.
- 13.4 We shall not be liable for failure to perform or delay in performing any obligation under these Conditions if the failure or delay is caused by any circumstances beyond our reasonable control, including but not limited to failure of any communications, telecommunications or computer system. For the avoidance of doubt, this includes our suppliers and their subcontractors.
- 13.5 No firm, person or company which is not a party to these Conditions shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any provision of these Conditions.
- 13.6 The failure to exercise or delay in exercising a right or remedy under these Conditions shall not constitute a waiver of the right or remedy.
- 13.7 Nothing in these Conditions shall be construed as creating a partnership or joint venture of any kind between us.

14 Changes to this Agreement

- 14.1 With reasonable prior notice on the Website or in writing, we reserve the right to alter these Conditions at any time (including altering any Acceptable Use Policy and other policies).
- 14.2 Any renewal of the Services is subject to the Conditions currently in force at the date of renewal.

15 Choice of law

- 15.1 This agreement is governed by the laws of England and Wales.