

Liquid 11 Ltd - Terms and Conditions – Con-Flab

1. Definitions

In this Agreement the expressions referred to below shall have the following meanings unless inconsistent with the context:

'The Company' means Liquid 11 Limited, a limited liability company whose principal place of business is at Sea Lake Road, Lowestoft, Suffolk, NR32 3LQ. May also be referred to as 'Us' or 'We';

'The Customer' means the individual, partnership or company or other utilising the Services and includes its' personal representatives subsidiaries and/or its successors (as the case may be). May also be referred to as 'You' or 'Your';

'Third Party' means any individual, partnership, corporate body or other undertaking including (for the avoidance of doubt) any employee, agent or associated company of the Customer;

'Contract' refers to the registration process and the acceptance of these conditions.

'Registration Process' refers to the completion and submission of your details on our website;

'Access Number' is the 084, 01, 02, 03 number or any other number issued by The Company and used by The Customer to utilise the service;

'Service' refers to the functions of conference calling, provided by Con-Flab.co.uk and the terms in the contract;

'Call Charge' refers to the charge made by the network operator;

'Ofcom' means the Office of Communications, the statutory regulator for the UK Telecommunications industry;

'PhonepayPlus' means the company with the responsibility for regulation of Premium Rate Services in the UK;

'Social Media Page' means a page created, operated or otherwise provided by Liquid 11 Ltd via a third party social media site, network, application and/or service.

2. Agreement

2.1 The following terms and conditions will supersede any previous terms and conditions, agreements and/or contracts between the company and the Customer.

2.2 By accepting these conditions the Customer agrees and consents:

2.2.1 That you have conducted sufficient due diligence to acknowledge the service is being legally sold;

2.2.2 That the Company reserves the right to investigate, at its' own discretion, any activity that may violate these terms;

2.3 The Customer acknowledges that:

2.3.1 The services are not specifically designed for the Customer, or Customers use; and

2.3.2 The Company is dependent on the carrier, any Interconnect carrier and other third parties from time to time as to the provision of the services in respect of which The Company offers no assurances, warranties or guarantees;

3. The Service

The Service, provided by the Company is the ability to have simultaneous "Conference Calls" with You and Third Parties via Con-Flab.co.uk and our telephone network.

Whilst we will use all reasonable skill and competence of a service provider, the numbers of connections are subject to available capacity and we cannot guarantee that the required amount of connections will always be available.

4. The Availability of the Service

We will make the Service available to you as a Customer using reasonable skill and care. You do however acknowledge and agree that the availability of the Service, Your ability to access and or use the Service and the conducting of any given transaction may depend upon factors beyond our reasonable control – see section 8

The Service is provided to you with unlimited access – 24 hours a day, 7 days a week except in the following circumstances:

4.1 Planned maintenance (schedule provided on request)

4.2 Unplanned or emergency maintenance. Every endeavour will be made to restore the service within a reasonable timeframe. However, this may result in Customers either unable to connect to the service or calls curtailed.

We will notify you, as soon as possible if we have to:

4.3 Change codes, phone numbers or specification of the Service;

4.4 Provide instructions to the Customer and participants which is necessary for the enhancement of the Service, or for health and safety services.

Unless We otherwise agree in writing, We will provide on-line technical support in respect of the Service available to You during normal working hours – Monday to Friday 8.30am to 5.30pm. Contact can be made by calling support on 0843 289 2738.

5. Your Liabilities and Obligations

You warrant that you will not

- 5.1 Use the Service or permit the Service to be used for any improper, fraudulent, immoral or unlawful purpose;
- 5.2 Use the Service or permit the Service to be used for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing character or nature;
- 5.3 Use the Service or permit the Service to be used in a manner that infringes the intellectual property rights or any other proprietary rights of any Third Party; or
- 5.4 Use the Service or permit the Service to be used in a manner that may injure or damage any person or property or cause the quality of the Service to be impaired.

You acknowledge that:

- 5.5 The responsibility and security of the PIN code lies with you as the Customer once this has been issued. The Customer must not sell or transfer the PIN code to a Third Party. This constitutes a breach of contract;
- 5.6 Calls may be recorded for investigating abuse or alleged abuse of the service;
- 5.7 As a Customer, you should be aware that if there is a material risk to your business due to the lack or loss of connection, you should ensure appropriate insurance.
- 5.8 The Company will not be liable for matters beyond reasonable control as detailed in section 8.
- 5.9 You will reimburse the Company if a claim is made against Us due to misuse of the Service, and appropriate prevention regarding misuse of the Service has not been taken. Misuse must be reported to us at the earliest possible opportunity. The Company must be reimbursed regarding sums we have been obliged to pay out, along with other incurred costs.

You will at all times during the continuation of the Agreement

- 5.10 Comply with all reasonable directions and instructions issued by Us from time to time in relation to the Service;
- 5.11 Comply with and observe at all times all applicable laws, regulations and codes and any directions, recommendations and decisions of any Regulator; and
- 5.12 Not act in any manner likely to bring Us, the Service, or any Network Operator into disrepute.

You will not state or imply any approval by Us of any particular marketing activity that You carry out following using the Service or refer to Us in any way without Our prior written approval.

Where requested by Us, You will promptly provide Us with a representative forecast of Your Service needs for the requested period, including (but not limited to) all reasonable details required for Us to plan network capacity requirements.

You will not acquire any title or other proprietary right to any intellectual property, including (but not limited to) any patents, know-how, registered or unregistered trademarks, design rights or copyright, relating to the Service nor will You cause or knowingly permit anything to be done which

may in any way damage or endanger any such intellectual property. You will notify Us of any suspected infringement of Our intellectual property of which You become aware and will take all reasonable action as We may direct in relation to that suspected infringement where such is directly and specifically related to the services we provide you.

6. Liability, Indemnity and Insurance

- 6.1 Nothing in the Agreement will in any way exclude or limit either party's liability for death or personal injury caused by its negligence, for fraudulent misrepresentation or concealment or for breach of data protection obligations herein or for any other liability that cannot be excluded or limited at law;
- 6.2 We will not be in any way liable to You for any liabilities, losses, damages, costs and / or expenses incurred or suffered by You as a Customer as a result of (i) Your use of the Service or (ii) Our negligence, or the negligence of Our affiliates, employees, shareholders, agents or service providers;
- 6.3 We will not be in any way liable for the content of any communication sent or transmitted using the Service, nor will We be in any way liable for any failure to make the Service available to You to the extent that such failure results from a technical or other failure on the part of any Network Operator or any other event which is beyond Our reasonable control. We provide all services "as is" and "as available", and We hereby do not warrant, represent or guarantee, whether expressly or by implication, that any Service is free of errors or interruptions, always available, fit for any purpose, secure or does not infringe any third party rights;
- 6.4 Subject to any express provision to the contrary in the Agreement, We will not in any circumstances be liable to You as a Customer in contract, tort, negligence or otherwise for any economic loss (including, but not limited to, any loss or profits, business, contracts, revenue, turnover or anticipated savings) or for any indirect or consequential losses, whether or not they were foreseen or foreseeable;
- 6.5 Each of us acknowledges that neither You as a Customer nor We have entered into the Agreement on the basis of or in reliance upon any representation (save for any representation made fraudulently), warranty or other term except as otherwise expressly provided in the Agreement and, as such, all conditions, warranties and other terms implied by statute, common law or otherwise are hereby excluded to the greatest extent permitted by law;
- 6.6 We shall at all times in respect of the subject matter of this Agreement comply with all applicable laws, regulations and rules having equivalent effect;
- 6.7 We are not liable for the faults or failures of the networks and equipment of telecommunications service providers;
- 6.8 We are not liable for any damages or costs incurred due to unavailability of a conference recording as a result of, but not limited to, system maintenance or fault.

7. Confidentiality

- 7.1 We will at all times keep confidential all information acquired as a consequence of the Agreement in respect of You or Your business, except for information already in the public domain or information which we are required to disclose by law, requested by any regulator or

reasonable required by our professional advisors for the performance of their professional services;

- 7.2 You will at all times keep confidential all information acquired as a consequence of the Agreement in respect of Us, the Service, the Free Service or any Network Operator, except for information already in the public domain or information which you are required to disclose by law, requested by any Regulator or reasonably required by your professional advisors for the performance of their professional services. For clarification this includes any information in respect of pricing and promotions offered directly to You;
- 7.3 Each of us will comply with the Data Protection Act 1998 (the "Act") and all regulations made under that Act in the processing of any personal data, including the mobile telephone numbers of Your end-user who will be sent messages as a consequence of making the Service and / or the Free Service available to You (such personal data referred hereto collectively as "End-User Data"), under or in connection with the Agreement;
- 7.4 We will treat Your End-User Data as confidential and will not disclose it to any third party or use or copy any part of it except for the purposes of making the Service available to You and providing any technical support required. We will make no further use of Your End-User Data without Your specific authorisation.

8. Social Media Policy

Acceptable use policy

Liquid 11 Ltd has a number of social media outlets, on which we invite the public to follow us. Most online communities have their own rules and guidelines, which we will always follow. We reserve the right to remove any contributions that we feel break any rules or guidelines that we adhere to, or any of the following:

- Be civil, tasteful and relevant.
- Do not post messages that are unlawful, libellous, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented or racially offensive.
- Do not swear.
- Do not post content copied from elsewhere, for which you do not own the copyright.
- Do not post the same message, or very similar messages, more than once (also called "spamming").
- Do not publicise your, or anyone else's, personal information, such as contact details.
- Do not advertise products or services.
- Do not impersonate someone else.

Our approach to connections on social media

Liquid 11 Ltd may choose to 'follow', 'like' or otherwise establish connections with our customers as well as other organisations and individuals using social media. This is so that we can maintain contact with what other social media users are saying and, where appropriate, share their content. Sometimes we also need to establish a connection so that we can engage with users, e.g. via direct messages or posting. This is an emerging area of communications and as such we will review and amend its practice continuously.

Endorsement

Liquid 11 Ltd does not implicitly or explicitly endorse any individual or organisation merely by virtue of creating a social media connection, regardless of the terms used by social media

providers such as 'follow' or 'like'. Indeed, we will maintain social media connections with organisations that are critical of it and/or have opposing views. Nor do we hold any responsibility for the content of such profiles.

Contacting us via social media

Our responses to replies, comments and direct messages depend on the individual service. Even if we do not reply, we are listening and will act on or pass on your comments as appropriate. Our social media accounts are not currently monitored twenty-four hours a day, seven days a week. It is also easy to miss posts in busy social media traffic. If your query is serious, urgent, or involves personal details, you may also like to contact the service directly.

9. Force Majeure

Neither party will be liable for any delay in the performance of or any failure to perform any of its obligations under this Agreement that is caused by any event which is beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of necessary telecommunications, data communications and / or computer services, power supply failures or shortages, acts or omissions of third parties (including, but not limited to, Network Operators), acts of government or Regulators or telecommunications network congestion.

External forces also fall into this category and include but are not limited to severe weather conditions, national or local emergencies, acts of terrorism, fire, explosions or industrial disputes of any kind.

10. Variations

We will give you reasonable notice to any changes in the conditions of the Contract, however the conditions can be changed at any time.

We reserve the right to withdraw your PIN allocation if it is not used for six months or more.

11. General

The Agreement is governed by and shall be construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts. The headings appearing in this Agreement are for the convenience of reference only and will not affect the meaning of anything contained therein.

Failure by the Company to enforce any part of this Agreement shall not be construed as a waiver of any of the Company's rights therein.

If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.

THIRD PARTY RIGHTS. A person who is not party to this Agreement will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999. The Statutory regulator Ofcom, or its agents (PhonepayPlus) and the Information Commissioner may have rights to enforce any part of this agreement.