

Liquid 11 Ltd - Terms and Conditions for number allocation and use of this site

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 undertaking the purchase or otherwise acquiring 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 Purchaser;

'Access Number' is the 01, 02, 03, 08 number, or any number issued by Liquid 11 and used by the Customer to utilise the Switchboard product;

'Switchboard Product' means the Service licensed to the Customer pursuant to these terms and conditions, whereby the Customer is able to utilise an access number to route, queue and otherwise manipulate and redirect telephone calls via the web interface and or app by complying with these terms and conditions;

'Know-how' means knowledge, experience, data, technology, designs, techniques, drawings, software, and other information and knowledge;

'Software' means any software that Liquid 11 licenses to you in accordance with these terms and conditions for the provision of the switchboard products or services;

'Territory' means all areas to which the switchboard product can be used;

'Service' means the service(s) provided to you under this agreement as a paying or non-paying customer in accordance with the terms and conditions of the agreement;

'Act' means the Communications Act 2003

'Agreement' means any agreement to which these terms and conditions are annexed or by which they are incorporated by reference (including any quote or relevant pricing supplied by Liquid 11 to the Service Provider) as amended from time to time, whether evidenced in writing, by email or fax or executed by the Service Provider on-line from Liquid 11's web site; any reference to the "Agreement" shall include a reference to these terms and conditions;

'Auto Credit Top-Up' is an automatic payment taken at an agreed level and stored as pre-paid credit on your account;

'Account' means the account provided to you in order to access and manage the Switchboard product.

'Billing Carrier' means the monopoly, or former monopoly operator in each country, state, region or geographic location or any other fixed local carrier with whom Liquid 11 and/or the Interconnect Carrier contract for the payment and receipt of interconnect fees;

'Call conveyance' means the transmission path between a Caller and a Termination Number;

'Caller' means a distant end user that makes a call to the access numbers or who sends a message to the SMS Short Code(S) to access the Service Provider's services;

'Code' means any code of practice issued by Phonepaid Services Authority or any other Regulator or other such body that shall replace them in relation to the Service;

'Data' means information of any kind, however represented whether comprising words, numbers, graphs, maps, pictures, sketches or otherwise in any other form and whether or not the property of the Company which was supplied or made available by the Company under this Agreement including Data provided pursuant to any Data Services rendered and Data includes any part thereof;

'Equipment' means the transmission; Call Conveyance; number translation and various other telecommunications systems and resources employed by Liquid 11 and the Interconnect Carrier to allow the Call Conveyance from time to time;

'Intellectual Property Rights' means copyright, database right, patents, registered and unregistered trade and service marks, registered and unregistered design rights and any and all other industrial or intellectual property rights, trade secrets existing or future and all other rights in relation or supplementary thereto from time to time;

'Interconnect Carrier' means any licensed carrier or operator of telecommunications systems with whom Liquid 11 contracts for the provision or management of interconnection pursuant to the Telecommunications (Interconnect) Regulations Act 1997 No 2931;

'Limited Agreement' this type of agreement is used to pay set or variable amounts at non-fixed intervals

'Minutes' means call duration to the access numbers by a Caller;

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

'Personal Number' means a number commencing "070", otherwise termed a "follow me" number allowing a customer of that number to be called using a single access number and used in accordance with Ofcom regulations;

'Regulator' means Phonepaid Services Authority or any statutory or non-statutory regulatory body which may replace it or assume its powers and/or functions of regulation of Telephone Information Services or the corresponding regulatory authority or body in country, state, region or geographic location;

'Site' means a location operated by the Service Provider where services are provided;

'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.

'Subscription' means the fee paid by you to utilise the Service or part thereof;

'Termination Number' means the telephone numbers to which calls to the access numbers are translated to (and delivered to) from time to time;

'TPS' The Telephone Preference Service (www.tpsonline.org.uk)

'Units' number of billable items generated, as defined in the quote or relevant pricing supplied to the Service Provider prior to the Agreement;

'Billing Agreement' An agreement to pay on a regular or ad-hoc basis for an account upgrade or premium feature via one of Our Billing Partners.

'Billing Partner' A third party company used to process payments for the Switchboard Product.

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 purchaser.

2.2 The Agreement shall constitute the entire agreement between the parties in relation to the Services, and any former representations (of any kind, written verbal or otherwise) shall be superseded by the Agreement.

2.3 By entering this agreement the purchaser agrees and consents:

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

2.3.2 Subject to the provisions of these Terms, the Company grants You a limited, non-exclusive and non-transferable licence to use the Service and the Website;

2.3.3 That the Company may at any time and at its' sole discretion limit, deny, create different priorities for different users, update or cancel some or all of the functionality of the Service without prior notice;

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

2.3.5 This Agreement remains in perpetuity and covers all Subscriptions made by the Purchaser from the date of this agreement ;

2.4 The customer acknowledges that:

2.4.1 The services are not specifically designed for the customer, or customers use; and

- 2.4.2 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;
- 2.4.3 The Customer is duly empowered to enter into the Agreement and have, where applicable, sought board or other approval.
- 2.5 References in the Agreement to any party include reference to its successors in title and its assigns, and reference to legislation shall be deemed to refer to such legislation as amended, replaced or substituted (whether in whole or in part) from time to time.
- 2.6 The Company shall be entitled to amend any provision or clause of the Agreement at any time whatsoever and without prior consent of the customer when such amendment is required for regulatory, insurance, safety or statutory reasons or to comply with any such requirement upon the carrier or other third party upon whom The Company relies for the provision of the services.

3. The Availability of the Service

- 3.1 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
- 3.2 The Service is provided to you via a web portal where You can access Your information including various call reports, view remaining minutes on your numbers and any remaining credit on your account. As You are able to modify various parts of Your account, You are solely responsible to restrict access to this to nominated persons only, to minimise damage and corruption. We will not be held liable for any losses arising as a result of Your failure to do this.
- 3.3 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 at the following e-mail address support@switchboard-support.co.uk or by contacting 0203 189 1213. These support contact details may change from time to time but will always be available via the website.
- 3.4 Liquid 11 may terminate the Agreement with immediate effect in the event that:
- 3.4.1 Liquid 11 or the customer receives an instruction, complaint or objection from a Billing Carrier, Interconnect Carrier, Regulator, Governmental or other official body or from any other carrier or third party with whom Liquid 11 contracts in relation to the Information Services; or
- 3.4.2 Liquid 11 believes that the Customer is, has been or is about to allow the Services to be used for any unlawful purpose, to encourage any behaviour or conduct which is carried out would be unlawful or for any other purpose prohibited under the Agreement; or

3.4.3 The Customer threatens or appears to be about to fail to adhere to the terms of the Agreement or the Code; or

3.4.4 The Customer ceases or threatens to cease business or is no longer able to pay its debts or is otherwise insolvent within the meaning of the Insolvency Act 1986 or otherwise convenes a meeting of, or comes to an arrangement with its creditors, has distress or other seizure or attachment order levied over any of its assets or fails to satisfy any demand for payment from any lawful person, firm or body corporate or appoints a Receiver, Administrator or Administrative Receiver.

3.5 Either party may terminate the Agreement in the event that:

3.5.1 The other party has committed a breach of the Agreement, and fails to remedy said breach within 30 days of a notice requiring it to do so; or

3.5.2 The other party takes any steps to wind up, dissolve or appoint a Receiver or an Administrative Receiver; or

3.6 Termination of the Agreement shall be without prejudice to the rights and obligations accruing up to and including the date of termination.

4. Term and Termination

The Agreement shall be in place until terminated by either party;

This contract becomes activate when the customer accepts the Terms and Conditions as part of the SwitchboardFREE signup process and opens their SwitchboardFREE account.

The contract can be terminated by giving one full calendar months' notice either in writing or via email.

5. Provision of Services by Liquid 11

Liquid11 shall use its reasonable endeavours to ensure that the Services are ready and available at the Service Live Date or as soon as practical thereafter.

Liquid11 may further allocate additional access numbers to the customer as requested from time to time (at Liquid11's sole discretion).

5.1 The customer acknowledges that:

5.1.1 it shall have no ownership in the access Numbers;

5.1.2 allocation of the access numbers does not constitute transfer thereof to customer, nor transfer thereof any other rights, benefits, goodwill or property in the access number whatsoever;

5.2 The customer acknowledges that Liquid11 may at its absolute discretion withdraw or re-allocate numbers if it is reasonable to do so, or where:

- 5.2.1 There is no call traffic for 60 consecutive days; or
 - 5.2.2 The customer is in breach of the Agreement; or
 - 5.2.3 The Agreement is terminated (for any reason whatsoever); or
 - 5.2.4 Such action is necessary to comply with any legal requirement or re-numbering plan or as directed by the Regulator or other official or Governmental body; or
 - 5.2.5 Such action is necessary to optimise switch capacity or usage provided at all times Liquid11 takes all reasonable steps so as to minimize interruption to Service Providers business; or
 - 5.2.6 If a purchased number fails to bill correctly on reoccurring billing cycles
- 5.3 In the event of withdrawal or re-allocation of any access number, Liquid11 shall use its best endeavours to give the customer as much notice as is reasonably possible.
- 5.4 Liquid11 shall use its best endeavours to provide the Services and the equipment suitable for providing the Services. The customer acknowledges that:
- 5.4.1 Liquid11 cannot provide a fault free service; and
 - 5.4.2 No capacity is guaranteed by Liquid11
 - 5.4.3 Liquid11 gives no warranty that the Services or any Equipment used to provide the Services will be fault or error free; and
 - 5.4.4 Liquid11 gives no warranty that the Services, Equipment or its network, or that of the Interconnect Carrier will be continuous or fit for the customer's purpose;
 - 5.4.5 The customer bears sole responsible for ascertaining the suitability of the Services for its application;
 - 5.4.6 Liquid11 shall notify the customer of any necessary technical changes in its service, Equipment or network affecting Services offered to the customer as soon as is reasonably practicable by means of email or a notice at either web site;
 - 5.4.7 The use of some number types (including but not limited to "UK wide" and "Non-Geographic") are regulated by OFCOM and the customer hereby agrees to be bound by any guidance issued by OFCOM or the Regulator from time to time;
 - 5.4.8 For the avoidance of any doubt, a breach by the customer of any OFCOM guidance, code of practice or regulation shall be a breach of this Agreement.
- 5.5 Liquid11 may in its absolute discretion and without penalty to it:
- 5.5.1 Suspend the Services at any time for the purpose of system maintenance giving the customer such notice as is practical under the circumstances;

- 5.5.2 From time to time modify its Equipment or network and change its service providers and Interconnect Carrier without notice to and without consulting with customer;
- 5.5.3 Suspend, bar or restrict access to the Services if at any time the number of calls or attempted calls to the access number causes or is liable to cause congestion or other disruption within any part of Liquid11's system;
- 5.5.4 From time to time impose traffic restrictions on particular access numbers to protect service quality.

5.5.5 Re-rate call costs to access numbers

5.6 Liquid11 reserve the right to charge an administration fee of £50 when porting an access number away.

6. Fees and Payment

The provisions of this clause 6 only apply to Paying Customers and do not apply to Non-Paying Customers.

- 6.1 The Purchaser agrees to pay all Charges due to The Company in respect of making the Service available and providing access to and use of The Service for the purchase of credits and auto top-ups in accordance with the terms as set hereof.
- 6.2 Once the Agreement has been set up, payments will automatically be collected in accordance with agreed terms. The Agreement may be set up to take an immediate or delayed payment.
- 6.3 The Purchaser agrees that all Charges due to Us in the form of Subscriptions and Automatic Top-Ups in respect of providing You with the Service will be settled as agreed. You can agree limits with Us on the total amount payable, the interval between payments and the maximum amount per payment. Each time a payment is debited from your card or bank account as part of Your Agreement, a transaction confirmation email is generated by our system and sent to the email address we have on record for You, entered when your agreement was created, it is your responsibility to keep these details updated.
- 6.4 If Your card expires or if a payment is not authorised, we will either contact You via telephone or send You an email to inform You of the steps You need to take to resolve the issue.
- 6.5 If the Purchaser fails to make full payment by the Due Date then without prejudice to any of the Company's other rights or remedies the Company may:
 - 6.5.1 Suspend or cancel delivery of Service until further payment is received by Us in full and funds cleared from You
 - 6.5.2 Charge interest. The interest payable on court judgements for the time being plus 4%
- 6.6 The Company reserves the right to revise charges applicable to the service depending on increases in costs incurred by The Company. You have the right to terminate the agreement with the Company by giving 30 day's notice.

6.7 Any pre-paid credit held on Your account is non-returnable and will be forfeited should your account be closed.

6.8 The Company may obtain any outstanding payments via any payment methods available on Your account.

6.9 It is Your responsibility to cancel any billing agreements or subscription services for products once they are no longer required

7. Your Liabilities and Obligations

7.1 You warrant that you will not:

7.1.1 Use the Service or permit the Service to be used for any improper, fraudulent, immoral or unlawful purpose;

7.1.2 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;

7.1.3 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

7.1.4 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;

7.1.5 Disclose any terms of Your Agreement with any Third Party, including but limited to, any promotions or offers provided to You as part of Your Agreement.

7.2 You will at all times during the continuation of the Agreement:

7.2.1 Comply with all reasonable directions and instructions issued by Us from time to time in relation to the Service;

7.2.2 Comply with and observe at all times all applicable laws, regulations and codes and any directions, recommendations and decisions of any Regulator; and

7.2.3 Not act in any manner likely to bring Us, the Service, or any Network Operator into disrepute.

7.3 You will, upon request, provide Us or any Network Operator or Regulator with any information relating to Your use of the Service and / or the Free Service that the requesting party reasonably requires. You are responsible for ensuring that any information relating to Your end-users, including (but not limited to) Your end-user Data, is accurate and complete.

7.4 You shall immediately notify Liquid 11 of any change in your name, constitution, address and telephone numbers.

- 7.5 You will not state or imply any approval by Us of any particular marketing activity that You carry out following using the Service and / or the Free Service or refer to Us in any way without Our prior written approval.
- 7.6 Where requested by Us, You will promptly provide Us with a representative Forecast of Your Service and / or Free Service needs for the requested period, including (but not limited to) all reasonable details required for Us to plan network capacity requirements.
- 7.7 You will not, or seek to, 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 and / or the Free 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.
- 7.8 The customer acknowledges that if Liquid 11 or the Interconnect Carrier is requested, directed or recommended to do so by the Regulator or any other governmental or agency it may:
- 7.8.1 cease providing the Services without incurring any liability to the customer whatsoever; or
- 7.8.2 it shall have no claim (of whatever nature) against Liquid 11 for any action taken.
- 7.9 The customer acknowledges that Liquid 11 has the absolute right to monitor all Services and record any calls made to the access number.
- 7.10 Notwithstanding any other provision in the Agreement, the customer irrevocably authorises Liquid 11 to share information relating to the Services, its use of the Services and the conduct of its affairs with Liquid 11 with the Regulator, the Billing Carrier or Interconnect Carrier or other such person.
- 7.11 The Customer shall notify Liquid 11 of any television or radio based advertising campaigns or other promotions that are likely to result in sudden peaks in Call traffic in order that the parties can ascertain whether the anticipated number of Calls is likely to result in a limitation of resources for other customers. The Customer acknowledges that a large number of calls to the access numbers in a short period of time may cause some or all of such calls to fail, or cause a general failure in the Service.
- 7.12 The Customer agrees to only connect an access number to a UK geographic or mobile number unless expressly agreed with Liquid 11.

8. Liability, Indemnity and Insurance

- 8.1 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.

- 8.2 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 either a Customer and / or a Non-Paying Customer as a result of (i) Your use of the Service and / or the Free Service; or (ii) Our negligence, or the negligence of Our affiliates, employees, shareholders, agents or service providers.
- 8.3 We will not be in any way liable for the content of any messages sent or transmitted using the Service, nor will We be in any way liable for any failure to make the Service and / or the Free 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 and / or the Free Service is free of errors or interruptions, always available, fit for any purpose, secure or does not infringe any third party rights.
- 8.4 Subject to any express provision to the contrary in the Agreement, We will not in any circumstances be liable to You (as either a Customer or a Non-Paying 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.
- 8.5 Each of us acknowledges that neither You (as either a Customer or a Non-Paying 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.
- 8.6 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.

9. Confidentiality

- 9.1 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.
- 9.2 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.
- 9.3 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 (such personal data referred hereto collectively as “End-User Data”), under or in connection with the Agreement. In respect of the End-User Data You appoint Us as a data processor in accordance with the Act and We agree to act only on and in accordance with your reasonable instructions in relation to the End-User Data and at all times to comply with obligations equivalent to those imposed on a Data Controller by the

seventh Data Protection Principle of the Act. We shall not disclose End-User Data to any third party consultant or professional advisor other than where the disclosure is required for Us to be able to provide the services hereunder or to comply with legal obligations and subject always to Us entering or already having in place written contracts with the third party recipient of the End-User Data with terms no less stringent than the terms of this Agreement.

9.4 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 and / or the Free 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.

10. 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.

11. Term and Termination

The Company may terminate this Agreement at any time by written notice to the Purchaser.

Termination of the Agreement for any reason does not affect any rights that have accrued to either party under the Agreement up to the date of its termination and those terms and conditions of the Agreement that are by their nature capable of surviving termination will continue in full force and effect following such termination.

On termination of the Agreement You will immediately cease to use the Service and / or the Free Service.

Upon termination of this Agreement all rights granted to the Purchaser under this Agreement shall cease to determine.

12. Variations

Variations to the Requirements set out in the Agreement required by the Purchaser will only be accepted where the variations and price for such variations have been agreed between The Purchaser and The Company in writing.

13. Delivery

Any dates quoted for delivery of the Service are approximate only and the Company shall not be liable for any loss or damage of any kind whatsoever suffered by the Purchaser from any delay

from whatsoever cause arising, nor will any delay entitle The Purchaser to cancel or rescind this Agreement.

14. Assignment and Sub-Contracting

The Purchaser shall not be entitled to assign, transfer or sub-contract in whole or in part any of its rights or obligations under the Agreement without the Company's prior written consent (not to be unreasonably withheld or delayed), but the Company shall be entitled to assign, transfer or sub-contract in whole or in part any of its rights or obligations under the Agreement.

Nothing in the Agreement will be deemed to constitute a partnership or joint venture between the parties or constitute any party the agent of the other party.

15. 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.

15. 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