



Terms and Conditions

Definitions: "Agreement" means these terms and conditions; "Customer" means the person, company or organisation who purchases SMS messages from Class A UK Ltd and/or who are provided by Numbers by Class A UK Ltd; "ICSTIS" means the Independent Committee for the Supervision of Standards of Telephone Information Services or any similar body appointed in its substitution by any competent authority; "Information" means content provided by Class A UK Ltd sent to the Callers who dial the Numbers; "Service" means making Numbers available to the Customer and routing calls to enable callers to access Information by dialling the Numbers; "System" means computers, public networks, software and web sites used by Class A UK Ltd and its suppliers for the purposes of storing Customer and Recipient data and broadcasting SMS messages on behalf of Customers to Recipients and providing Services; "Network Operator" means licensed telecom carrier; "Recipient" means person who receives SMS messages from "Customers" through the System; "System Provider" means operator of the System; "Web Site" means the Web Site from which the System is accessed.

1. **Term.** The Agreement will start from the time that the customer is issued with their username and password
2. **Class A UK Ltd's Obligations and Duties.** Class A UK Ltd agrees and undertakes to abide by and comply with all UK and EU laws and regulation pertaining to Data Protection and telecommunications and to keep safe and confidential all data running through the Services and over the System;
3. **Customer's obligations and duties.** To abide by and comply with all UK and EU laws pertaining to Data Protection, the Telecommunications Act 1984 and any other relevant legislation and the Codes of Practice of ICSTIS and to procure any necessary licences permits and authorisations relating to use of the Services, Numbers and Information. To pay any fines to competent authorities related to this Agreement within 7 days. To refrain from injuring or damaging the reputation of Class A UK Ltd or its suppliers, customers and partners. Not to send improper, immoral or unlawful messages, including but not limited to, unsolicited messages (known as spamming). To purchase insurance to cover any liabilities that may arise from use of the System, Services, Numbers and Information.
4. **Prices**
 - 4.1. All charges are subject to the prevailing UK rate of VAT, are at the prevailing rate outlined in the Tariff and shall be paid in advance or on the date of invoice.
 - 4.2. Owing to changes in Network Operator charges, charges may increase with immediate effect.
 - 4.3. Class A UK Ltd will only accept billing inquiries made in writing, including, but not limited to those relating to fraud, within 30 days after the date of invoice or applicable confirmation of revenue in question.
 - 4.4. Class A UK Ltd retain the rights of ownership to all data until your account is fully paid.
 - 4.5. In the event of late payment by the Customer of monies owed, interest will be levied at 3% per month above the prevailing base rate of the Royal Bank of Scotland, calculated on a daily basis from between the payment due date indicated on the invoice and the date of eventual payment. In this instance the Customer will be liable for any expenses incurred by Class A UK Ltd in recovering overdue amounts.
 - 4.6. Payment terms are as per the date of invoice or in advance.
 - 4.7. The customer is solely responsible for all charges relating to its access to the system, including, but not limited to, insurance and the purchase of any relevant hardware.
5. **Termination.** Both Class A UK Ltd and the Customer reserve the right to terminate this agreement with written notice, without payment or compensation, with immediate effect. Termination of this agreement shall not affect the rights and obligations either party prior to the date of termination. Class A UK Ltd reserves the right to seek compensation from the Customer if the termination of this Agreement has caused Class A UK Ltd to suffer any loss or damage in respect of any prior obligations of the Customer pursuant to this Agreement.
6. **Liabilities.** The Customer agrees and undertakes to indemnify Class A UK Ltd and its suppliers and partners against all liabilities, losses and costs incurred by them in relation to the Customers use and promotion of the System, Services, Information and Numbers. The Customer agrees and acknowledges that the effective working of the System, Services, Promotional Numbers, Numbers and Information is reliant on public telecommunications networks and third party suppliers, over whom Class A UK Ltd has limited control, and so the Customer accepts that errors, omissions and delays may occur from time to time and that Class A UK Ltd will not be under any liability to the Customer in the event of the breakdown of, or delay to the System, Services and Information, howsoever caused. Both Class A UK Ltd and the Customer will each be responsible and liable for any Information it generates, and for information and material on both digital and printed media. Class A UK Ltd shall have no liability to the Customer in respect of any fraud perpetrated by the Customer howsoever incurring. The Customer shall be liable for all usage of the Services whether authorised or unauthorised and the Customer without prejudice to any clause in this agreement, hereby indemnifies and holds Class A UK Ltd harmless for any and all claims by any third party arising directly or indirectly out of the performance, mis-performance or non-performance of this Agreement. All warranties, conditions and non-fraudulent representations express or implied (by statute, common law or otherwise) including but limited to those relating to the performance, quality or fitness for purpose of the Service are hereby excluded.
7. **Miscellaneous.** The Customer accepts and acknowledges that the System maybe suspended for purposes of repair, modification and testing; All information disclosed to the Customer and Class A UK Ltd shall be regarded as confidential unless otherwise stated in writing or is publicly known. The Customer acknowledges that it does not have exclusive right to the System and that the Customer shall not assign or transfer its rights without prior written consent from Class A UK Ltd, which shall not be reasonably withheld. Any waiver by Class A UK Ltd of any breach of this Agreement or any time or indulgence granted by Class A UK Ltd to the Customer shall not affect the enforcement of any rights of Class A UK Ltd or be construed as a waiver of any further breach. If any of the provisions in this Agreement are held unenforceable in whole or in part by any court such invalidity or unenforceability shall not effect the remaining provisions. In order to be effective, any variation to this Agreement whatsoever must be made in writing and signed by both parties to this Agreement. Where the Customer is more than one person the obligation of the Customer under the Agreement are joint and several. The rights, powers and remedies provided by this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law. Both parties to this Agreement acknowledge that this Agreement constitutes the entire Agreement of both parties and supersedes and cancels any statements, warranties or representations whether written or otherwise made by Class A UK Ltd or any officer, employee or agent of Class A UK Ltd prior to the date thereof. This Agreement shall be governed and take effect in accordance with the laws of England and both parties hereby submit to the exclusive jurisdiction of English court

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Text Talk is an associated brand of Class A UK Ltd
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