

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SITE!

Effective from Wednesday, 16 May 2018

GENERAL TERMS

Please read these Website Privacy Notice ("General Terms") carefully before using this website (the "Site") and its services (the "Services"). Using the Site and Services indicates that you accept these General Terms. When you do not accept these General Terms, do not use the Site and Services.

When we change these General Terms, we will post the revised document here with an updated effective date. When we make significant changes to these General Terms, we may also notify you by other means such as sending an email or posting a notice on our home page.

1. INFORMATION ABOUT US

The Site and its Services are operated by Happy Telecom ("we", "our" or "us"). We are registered in England & Wales under company number 08733483 and have our registered office at Midshires House, Smeaton Close, Aylesbury, Bucks, HP19 8HL. Our VAT number is GB 180657983.

You can contact us using the following email address: support@happytelecom.co.uk

2. ACCESS TO THE SITE AND SERVICES

- 2.1. Subject to any contractual obligations we may owe to any users of our paid services, we shall not be liable when for any reason the Site and Services are unavailable at any time or for any period.
- 2.2. From time to time, we may restrict access to all or some parts of the Site and Services to users who have registered with us.
- 2.3. When you choose or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party.
- 2.4. We reserve the right to restrict or deny you access to all or some parts of the Site and Services when, in our opinion, you have failed to comply with these General Terms.

3. INTELLECTUAL PROPERTY AND PERMITTED USE

- 3.1. We are the owner or licensee of all intellectual property rights in the Site and the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 3.2. You may print and download extracts from the Site and Services for personal non-commercial use on the following basis:
 - 3.2.1. No documents or related graphics are modified in any way;
 - 3.2.2. No graphics are used separately from accompanying text;
 - 3.2.3. No copyright and trade mark notices are removed.
- 3.3. You agree not to:
 - 3.3.1. Use the Site and Services for commercial purposes without obtaining our prior written agreement;
 - 3.3.2. Copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any content of the Site and Services except as permitted above.
- 3.4. All Trademarks and Copyrights associated with products and services mentioned and shown on this Site are recognised and acknowledged.

4. MATERIAL SUBMITTED BY YOU

4.1 Except for information that identifies you personally (e.g.: your name, address, telephone number and email address), any material which you submit will be considered non-confidential and non-proprietary such that we shall have the right to use, copy, distribute and disclose it to third parties for any purpose.

4.2 You agree not to submit any material:

4.2.1 That is false, misleading, defamatory, discriminatory, threatening, offensive, abusive, likely to cause someone anxiety or distress, encourages violence or racial or religious hatred, blasphemous, pornographic, in breach of confidence, in breach of privacy.

4.2.2 That infringes any intellectual property rights, such as copyright and trademarks. This means generally that you must own the rights in everything you submit or must obtain permission from the rights owner to submit the material.

4.2.3 Which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.2.4 Which encourages or teaches conduct that is a criminal offence, gives rise to civil liability or is otherwise unlawful.

4.3 We are not obliged to use material submitted by you and we may remove from the Site, the Services and our database any of the material submitted by you at our sole discretion.

4.4 We will co-operate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone submitting material in breach of clause 4.2.

4.5 We will not be responsible or liable to any third party, for the content or accuracy of any materials submitted by you.

5. DATA PROTECTION AND PRIVACY

5.1 We use and process your personal information in accordance with our Privacy Policy.

5.2 We hold a data protection registration and comply with the Data Protection Act 1998.

6. THIRD PARTY CONTENT AND LINKS

6.1 We are not liable or responsible for the third party content on the Site and in the Services. Third party content includes, for example, material posted by other users of the Site and Services and display advertising.

6.2 Where the Site and Services contain links to other sites and resources that are provided by third parties, these links and resources are provided for your information only and you access them at your own risk. We are not liable or responsible for the content of third party sites or resources.

7. OUR LIABILITY

7.1. The material contained on the Site and in the Services is for information purposes only and does not constitute advice or contract. You should carry out your own check in respect of any information on the Site and in the Services and use your own judgement before doing or not doing anything on the basis of what you see. Unless stated expressly in writing by us or required by law, we give no warranties of any kind in relation to the materials or services on the Site and in the Services.

7.2. We are not liable for:

7.2.1 Any action you may take as a result of relying on any information/materials provided on the Site and in the Services or for any loss or damage suffered by you as a result of you taking such action.

7.2.2 Any dealings you have with third parties (e.g.: other users or advertisers) that take place using or facilitated by the Site and Services.

7.2.3 Any liability for losses which are not a foreseeable or likely consequence of (i) your use of the Site and Services or (ii) a breach by us of these General Terms.

Website Privacy Notice

7.3 We are not responsible when you cannot use the Site and Services properly or at all because of any event outside our control (e.g.: the performance of your or our internet service provider, your browser or the internet).

7.4 The Site and Services rely in part on software to work. Whilst we monitor the Site and Services and try to fix bugs promptly, we do not guarantee that the Site and Services will be error free, available all the time and/or free from viruses.

7.5 Nothing in these General Terms affects any liability which we may have for death or personal injury arising from our negligence, fraud or any other liability which cannot be excluded or limited by law.

8. VALIDITY OF THESE GENERAL TERMS

When any part or provision of these General Terms is found to be unlawful or unenforceable, this shall not affect the validity of any other part or provision.

9. APPLICABLE LAW AND JURISDICTION

These General Terms are governed by English law. The English courts shall have exclusive jurisdiction over any claim brought by you arising from or related to, use of the Site and Services and these General Terms.