



Terms and Conditions

Issue 2. 8 April 2011

Before using the Service please read these Terms and Conditions carefully. By registering or using the Service you agree to these Terms and Conditions. If you do not wish to be bound by these Terms and Conditions, you may not use the Service. Conference Call 123 may modify these terms and conditions at any time. Modifications shall be effective immediately and your continued use of the Service shall be deemed your conclusive acceptance of the modified Agreement.

1. DEFINITIONS

- "Call charges" means the cost of the call to access the Service, paid to the Participant's Network Provider.
"Access Number" means the telephone number provided to Customers in order to access the Service.
"Conference Service" means the audio conference service provided by Conference Call 123 where a PIN is provided to You after Registration and the provision of a valid email address.
"Customer" or "You" means the person named in the Registration Process. Conference Call 123 may accept instructions from another person who Conference Call 123 reasonably believes is acting with the Customer's authority or knowledge.
"Conference Call 123" is the audio conference service of DataKom Limited.
"Conference Call 123", "We" or "Us" means DataKom Limited of The Old Fire Station, Pandy Park, Aberkenfig, Bridgend, CF32 9RE, registered in England and Wales No. 06367634.
"Network Provider" means the organisation You pay for access and/or calls to the public telephone network.
"Participant" means You and anyone You allow to use the Service.
"Registration Process" or "Registration" means the registration process, completed by You online.
"Service" means the audio conference service provided by Conference Call 123.

2. PROVISION OF THE SERVICE

- 2.1 Conference Call 123 will provide the Service to the Customer on these terms and conditions.
2.2 The provision of the Service is at all times subject to the availability of appropriate facilities and capacity. Conference Call 123 does not guarantee to provide the Service on each occasion that the Customer requests the Service.
2.3 Conference Call 123 will provide the Service with the reasonable skill and care of a competent telecommunications service provider. Conference Call 123 cannot guarantee a fault free Service, and from time to time faults may occur. Conference Call 123 will repair faults as quickly as reasonably possible.
2.4 The Service is available 24 hours a day, except:
(a) In the event of scheduled platform maintenance, Registered Users will be notified of any such planned outage by email, at least 48 hours prior to service interruption.
(b) In the event of unplanned service interruption beyond our control, where every effort will be made to restore normal Service within a reasonable time. Planned maintenance information is available upon request.
2.5 Occasionally Conference Call 123 may, for operational reasons, change the Access Number for the Service, PIN information or technical specification of the Service. If this happens we will provide customers with as much notice as we are able to, including an email to all affected Registered Users.

3. USE OF THE SERVICE

- 3.1 Unless Conference Call 123 agrees otherwise in writing the Service is provided solely to the Customer and the Customer will not resell or attempt to resell the Service or any part or facility of it to any third party.
3.2 The Service must not be used:
(a) to send, knowingly receive, upload, download, use or re-use any information or material which is, abusive, indecent, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights;
(b) to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any unsolicited advertising or promotional material sent or provided using the Service by any third party; or
(c) fraudulently or in connection with a criminal offence, and you must take all reasonable precautions to ensure that this does not happen.
3.3 The Customer must indemnify Conference Call 123 against any claims or legal proceedings which are brought or threatened against Conference Call 123 by a third party because the Service is used in breach of paragraphs 3.1 or 3.2.

4. ACCESS NUMBER AND SECURITY PINS

- 4.1 Conference Call 123 will provide Customers with a telephone Access Number and Security PIN to use the Service.
4.2 The Customer:
(a) is responsible for the security and proper use of the Access Number and PIN.
(b) has no right to sell or agree to transfer PIN information, provided for use with the Service.
(c) must take all necessary steps to ensure that Security PINs provided are kept secure and confidential and must not disclose the information to unauthorised people.
(d) must immediately inform Conference Call 123 if there is any reason to believe that PIN information has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way.
4.3 If a Customer forgets or loses Security PIN information, the Customer must contact Conference Call 123 and satisfy such security checks as Conference Call 123 may operate.
4.4 Conference Call 123 reserves the right to suspend access to the Service and/or change the Access Number or Security PIN information if at any time Conference Call 123 considers that there is or is likely to be a breach of security.

5. CONFIDENTIALITY

- 5.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature obtained and will not, without the written consent of the other party, disclose that information to any person (other than their employees or professional advisers, or in the case of Conference Call 123 also its suppliers and the employees of DataKom Limited or their suppliers, who need to know the information).
5.2 This paragraph 5 will not apply to:
(a) any information which has been published other than through a breach of these terms and conditions;
(b) information lawfully in the possession of the recipient before the disclosure under these terms and conditions took place;
(c) information obtained from a third party who is free to disclose it; and
(d) information which a party is requested to disclose and, if it did not, could be required to do so by law.
5.3 This paragraph 5 will remain in effect for 2 years.
5.4 Contact and other information provided by You or Participants during the use of the Service will not be sold or otherwise provided to any third party, but may be used by Conference Call 123 to communicate Service messages and for marketing purposes. To change your marketing preferences email support@conferencecall123.co.uk with any requests.

6. CALL CHARGES

- 6.1 The Service is free of charge with no contract apart from the cost specified on the conferencecall123. website paid to the Participant's Network Provider. 4.2p is the average national industry charge and this may vary according to your service provider. Unless otherwise specified, charging will begin when the Customer starts to use the Service.

7. LIMITATION OF LIABILITY

- 7.1 Conference Call 123 is not liable to the Customer, either in tort (including negligence) or otherwise for:
(a) any direct or indirect loss of profits, business or anticipated savings, nor for any indirect loss or damage or for any destruction of data;
(b) the acts or omissions of any other providers of service used in connection with the Service or for faults in or failures of equipment; or
(c) any misuse of the Service as defined in Paragraph 3.
7.2 Each provision excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

8. MATTERS BEYOND THE REASONABLE CONTROL

- 8.1 If Conference Call 123 is unable to perform any obligation under these terms and conditions because of a matter beyond reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes or acts of local or central Government or other competent authorities, or events beyond the reasonable control of that party's suppliers, that party will have no liability to the other for that failure to perform.
8.2 In the event of:
(a) a refusal or delay by a third party to supply a telecommunications service to Conference Call 123 and where there is no alternative service available at reasonable cost; or
(b) the imposition of restrictions of a legal or regulatory nature which prevent Conference Call 123 from supplying the Service then Conference Call 123 will have no liability to the Customer for failure to supply the Service.