

Clever Voice Ltd - Terms & Conditions

These terms and conditions (together with the documents referred to in it) (the “Terms”) tells you (a “User”) the terms on which a User may make use of the Web Site, whether as a guest or a registered user, and the terms on which a User may contract with CleverVoice for the provision of CleverVoice Services.

Please read these Terms carefully before starting to use the Web Site. By using the Web Site, a User indicates that they accept these Terms and agree to abide by them. If a User does not agree to these Terms, that User should stop using the Web Site immediately.

1. Definitions and Interpretation

1.1 In these Terms the following terms shall have the following meanings:

Account: means collectively the personal information, Payment Information and credentials used by Users to access the CleverVoice Services or the Interactive Services on the Web Site;

Content: means any text, graphics, logos, icons, images, audio, sound clips, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;

CleverVoice: means Clever Voice Limited;

CleverVoice MessageBank: means the voice message storage and retrieval system used as part of the CleverVoice Services.

CleverVoice Services: means the messaging services available to a User through this Web Site, which include allowing the User to: (1) create a voice message; (2) save that message on the CleverVoice MessageBank; and (3) send SMS messages to third parties alerting them to the voice message and giving them a number to ring to listen to the voice message as more particularly described on the Web Site;

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 1998;

Data Subject: means an individual who is the subject of Personal Data;

Interactive Services: means the “interactive services” defined at clause 2.1 of CleverVoice’s Acceptable Use Policy <http://www.clevervoice.com/usage-policy>

Payment Information: means any details required for the purchase of CleverVoice Services (including, but not limited to, payment, via network provider, via PayPal, credit / debit card numbers, bank account numbers and sort codes);

Personal Data: has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the User is the Data Controller and in relation to which CleverVoice is providing CleverVoice Services under these Terms;

Processing and process: have the meaning set out in section 1(1) of the Data Protection Act 1998;

User: means any third party that accesses the Web Site and who is not employed by CleverVoice (and acting in the course of that employment);

Web Site: means the web site www.clevervoice.com and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. Information about CleverVoice

- 2.1 The Web Site is owned and operated by CleverVoice. CleverVoice is a limited company registered in England and Wales under company number 07465203 and has its registered office and trading address at 12 Centrus, 7 Felsham Road, London, SW15 1AX. CleverVoice's VAT number is 110766929.

3. Accessing the Web Site

- 3.1 Access to the Web Site is permitted on a temporary basis, and CleverVoice reserves the right to withdraw or amend the services they provide on the Web Site without notice. CleverVoice will not be liable if for any reason the Web Site is unavailable at any time or for any period.

- 3.2 From time to time, CleverVoice may restrict access to some parts of the Web Site, or the entire Web Site, to Users who have registered with CleverVoice.

- 3.3 If a User chooses, or is provided with, a user identification code, password or any other piece of information as part of CleverVoice's security procedures, the User must treat such information as confidential, and the User must not disclose it to any third party. CleverVoice has the right to disable any user identification code or password, whether chosen by the User or allocated by CleverVoice, at any time, if in CleverVoice's opinion the User has failed to comply with any of the provisions of these Terms.

- 3.4 When using the Web Site, the Interactive Services or the CleverVoice Services, the User must comply with the provisions of CleverVoice's acceptable use policy <http://www.clevervoice.com/usage-policy>

- 3.5 If the User, in any way, uses the Web Site, the Interactive Services or the CleverVoice Services in a way that does not comply with the provisions of CleverVoice's acceptable use policy <http://www.clevervoice.com/usage-policy> or these Terms, CleverVoice shall have the right to:

3.5.1 immediately terminate the User's Account;

3.5.2 immediately terminate the User's use of the Web Site, the Interactive Services and the CleverVoice Services; and

3.5.3 cancel, and not refund the cost of, any credits then held in the User's Account.

- 3.6 The User hereby agrees to indemnify and keep indemnified and defend at its own expense CleverVoice against all costs, claims, damages or expenses incurred by CleverVoice or for which CleverVoice may become liable due to any failure by the User or its employees or agents to comply with the provisions of CleverVoice's acceptable use policy <http://www.clevervoice.com/usage-policy> or these Terms (including, but not limited to, clauses 6.7, 6.8, 6.9).

- 3.7 The User is responsible for making all arrangements necessary for the User to have access to the Web Site. The User is also responsible for ensuring that all persons who

access the Web Site through the User's internet connection are aware of these Terms, and that they comply with them.

4. Intellectual Property

- 4.1 CleverVoice is the owner or the licensee of all intellectual property rights in the Web Site, and in the material published on it including, but not limited to, the Content. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 The User may not download, print off, reproduce, copy, distribute, store or in any other fashion re-use any of the material, described in clause 4.1 above, without the express written permission of CleverVoice, or their licensors (if applicable).
- 4.3 The User may draw the attention of others within their organisation to material posted on the Web Site.
- 4.4 If the User downloads, prints off, reproduces, copy's, distributes, stores or in any other fashion re-uses any part of the Web Site in breach of these Terms, their right to use the Web Site will cease immediately and the User must, at CleverVoice's option, return or destroy any copies of the materials the User has made.

5. Reliance on information posted

- 5.1 Commentary, the Content and other materials posted on the Web Site are not intended to amount to advice on which reliance should be placed. CleverVoice therefore disclaims all liability and responsibility arising from any reliance placed on such materials by any User or other visitor to the Web Site, or by anyone who may be informed of any of its contents.

6. Use of the Interactive Services and the CleverVoice Services

Uploading material

- 6.1 Whenever a User makes use of a feature that allows the User to upload material to the Web Site, or to make contact with other users of the Web Site or any other third party (including via the Interactive Services or the CleverVoice Services), the User must comply with the content standards set out in CleverVoice's acceptable use policy <http://www.clevervoice.com/usage-policy>.

The User warrants that any such contribution does comply with those standards, and the User indemnifies CleverVoice for any breach of that warranty.

- 6.2 Any material a User uploads to the Web Site or the Interactive Services, but not the CleverVoice Services, will be considered non-confidential and non-proprietary, and CleverVoice has the right to use, copy, distribute and disclose to third parties any such material for any purpose.
- 6.3 CleverVoice also has the right to disclose a User's identity to any third party who is claiming that any material posted or uploaded by that User to the Web Site, the Interactive Services or the CleverVoice Services constitutes a violation of their intellectual property rights, or of their right to privacy or is defamatory.
- 6.4 CleverVoice will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by any User to the Web Site, the Interactive Services or the CleverVoice Services.

- 6.5 CleverVoice has the right to monitor and remove any material or posting a User makes on the Web Site, the Interactive Services or the CleverVoice Services if, in CleverVoice's opinion, such material does not comply with the content standards set out in CleverVoice's acceptable use policy <http://www.clevervoice.com/usage-policy>

Account and Unauthorised Access

- 6.6 In order to procure CleverVoice Services or use the Interactive Services, Users are required to create an Account which will contain certain personal details and Payment Information which may vary based upon the Users use of the Web Site (as CleverVoice may not require Payment Information until the User wishes to make a purchase). By continuing to use this Web Site or by the creation of an Account, the User represents and warrants that (1) all information they submit is accurate and truthful; (2) they have permission to submit Payment Information where permission may be required; and (3) they will keep this information accurate and up-to-date.

- 6.7 User's are only able to use the CleverVoice Services if they are at least 18 years old, are resident in England or Wales, are accessing the Web Site from England or Wales, are only using the CleverVoice Services to contact recipients in England or Wales and have the necessary consent of each and every recipient, of the SMS and voice messages, to contact them by electronic means.

- 6.8 By creating an Account and by using the CleverVoice Services, the User warrants that:

- (a) they are legally capable of entering into binding contracts;
- (b) they are at least 18 years old;
- (c) they have the necessary consent of each and every recipient, of the SMS and voice messages, to contact them by electronic means.

- 6.9 Where the User is using the CleverVoice Services to send SMS messages to recipients:

- (a) where the User has obtained the contact details of the recipient of that SMS message in the course of the sale or negotiations for the sale of a product or service to that recipient; and
- (b) where the direct marketing is in respect of the User's similar products and services only;

then the User must follow all relevant legislation relating to Direct Marketing, and if required under this legislation, at the time of each such communication, put the following words at the end of each SMS message: ["text STOP to [telephone number] to unsubscribe"] where the telephone number will accept the message and the recipient will not receive further SMS messages from the User.

- 6.10 Users will not be able to create an Account unless they tick the box indicating that they accept these Terms (including the Privacy Policy and Acceptable Use Policy).

- 6.11 Users should at all times comply with clause 3.3 and CleverVoice accepts no liability for any losses or damages incurred as a result of a User deciding to share their Account details. If Users use a shared computer, CleverVoice recommends that they do not save their Account details in their internet browser.

- 6.12 If a User has reason to believe that their Account details have been obtained by another without consent, they should contact CleverVoice immediately to suspend their Account and cancel any unauthorised orders or payments that may be pending. Users should be aware that orders or payments can only be cancelled up until provision of the relevant CleverVoice Services has commenced. CleverVoice can be contacted in such cases on: info@clevervoice.com.
- 6.13 In the event that an unauthorised provision of the CleverVoice Services has commenced prior to the User notifying CleverVoice of the unauthorised nature of the order or payment, CleverVoice will suspend provision of the relevant CleverVoice Services. Following investigation, it shall be determined whether or not to cancel the relevant CleverVoice Services and whether, in CleverVoice's sole discretion, to make a full or partial refund of credits.

Data Protection

- 6.14 The User and CleverVoice acknowledge that for the purposes of the Data Protection Act 1998, the User is the Data Controller and CleverVoice is the data processor in respect of any Personal Data.
- 6.15 CleverVoice shall process the Personal Data only in accordance with the User's instructions from time to time and shall not process the Personal Data for any purpose other than those expressly authorised by the User.
- 6.16 CleverVoice shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.
- 6.17 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.
- 6.18 CleverVoice warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:
- (a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the data to be protected.
 - (b) take reasonable steps to ensure compliance with those measures.
- 6.19 The User agrees to indemnify and keep indemnified and defend at its own expense CleverVoice against all costs, claims, damages or expenses incurred by CleverVoice or for which CleverVoice may become liable due to any failure by the User or its employees or agents to comply with any of its obligations under these Terms.
- 6.20 The User acknowledges that CleverVoice is reliant on the User for direction as to the extent to which CleverVoice is entitled to use and process the Personal Data. Consequently, CleverVoice will not be liable for any claim brought by a Data Subject arising from any action or omission by CleverVoice, to the extent that such action or omission resulted directly from the User's instructions.

- 6.21 CleverVoice may authorise a third party (sub-contractor) to process the Personal Data provided that the sub-contractor's contract:
- (a) is on terms which are substantially the same as those set out in these Terms;
and
 - (b) terminates automatically on termination of these Terms for any reason.

Provision of CleverVoice Services

- 6.22 Users may make use of the CleverVoice Services in exchange for the number of credits set out on the Web Site from time to time.
- 6.23 Users may purchase credits in the amounts and at the prices set out on Web Site from time to time (on the "credits" page available when a User has logged in to their Account). Users must use credits in exchange for CleverVoice Services within 24 months of those credits being purchased. CleverVoice reserves the right to cancel such credits without refund after that period.
- 6.24 Unless otherwise stated, all prices, for the purchase of credits on the Web Site, do not include VAT which shall be charged in addition to those prices. All pricing information on the Web Site is correct at the time of going online. CleverVoice reserves the right to change prices for purchasing credits, the number of credits required to procure CleverVoice Services and alter or remove any special offers from time to time and as necessary.
- 6.25 In the event that the number of credits required to procure CleverVoice Services is changed during the period between an order being placed and CleverVoice processing that order and taking the credits from the Users Account, provision of CleverVoice Services shall commence as per the Users order and the User's Account will be deducted the original number of credits.
- 6.26 Unless otherwise detailed on the Web Site, provision of CleverVoice Services shall only commence when the required number of credits have been deducted from the Users Account and full payment for those credits has been received by CleverVoice.
- 6.27 No part of the Web Site is intended to constitute a contractual offer capable of acceptance. A User's order constitutes a contractual offer and CleverVoice's acceptance of that offer is deemed to occur upon CleverVoice sending a dispatch email ("Dispatch Confirmation") to the User indicating that the User's order has been fulfilled and/or credits have been added to the User's Account. The contract between the User and CleverVoice for the provision of the relevant CleverVoice Services ("Contract") will only be formed when CleverVoice sends the User the Dispatch Confirmation.
- 6.28 By placing an order, a User agrees that CleverVoice can commence provision of the CleverVoice Services before the end of the cancellation period set out in clause 6.33 below.
- 6.29 Where appropriate, Users may only be able to procure certain CleverVoice Services as part of a package of CleverVoice Services.
- 6.30 Voice messages saved on the CleverVoice MessageBank, as part of the CleverVoice Services, will be deleted from the CleverVoice MessageBank 7 days after a recipient has first listened to them or, if earlier or where the voice message has not been listened to, 30 days after notification of the voice message was sent out to recipients.

- 6.31 CleverVoice shall use its best endeavours to provide the CleverVoice Services with reasonable skill and care.
- 6.32 In the event that CleverVoice Services provided are not in conformity with a User's order and thus incorrect, the User should contact CleverVoice within 10 days, of the error occurring, to inform them of the mistake. CleverVoice will use its reasonable endeavours to ensure that any necessary corrections to the CleverVoice Services provided are made within 7 working days of such contact being made.

Cancellation of Contracts and orders

- 6.33 If a User is contracting as a consumer, the User may cancel a Contract at any time within seven working days, beginning on the day when the Contract was concluded except where the performance of the Contract has begun with the User's agreement before the end of that cancellation period. By clause 6.28 Users agree to such performance of the Contract.
- 6.34 CleverVoice reserves the right to cancel orders and/or payments for credits for any reason, without stating reasons, prior to commencing provision of the relevant CleverVoice Services or processing the relevant payment.
- 6.35 If orders or payments for credits are cancelled as set out in clause 6.34 above, Users will be refunded any credits, in relation to orders, or monies, in relation to payments for credits.

Termination of Account

- 6.36 Either CleverVoice or the User may terminate a User's Account at any time and for any reason.
- 6.37 If a User terminates their own Account, CleverVoice will cancel, and not refund the cost of, any credits held in that Account.
- 6.38 If CleverVoice terminates a User's Account:
- 6.38.1 that User will be notified by email and may be provided with an explanation for the termination. CleverVoice reserves the right to terminate a User's Account without giving reasons; and
 - 6.38.2 subject to clauses 3.5, 6.23 and CleverVoice cancelling credits to the value of any amounts owed by the User to CleverVoice as at termination, any credits in the User's Account will be refunded at the rate at which such credits were purchased by the User.
- 6.39 If a User's Account is terminated for any reason:
- 6.39.1 The User will immediately pay to CleverVoice all amounts outstanding as at the date of termination;
 - 6.39.2 CleverVoice shall have the right to send an invoice to the User for any amounts as yet uninvoiced and the User shall pay such invoices on receipt;
 - 6.39.3 any current or pending orders or payments on the User's Account will be cancelled and provision of CleverVoice Services will not commence;

6.39.4 any Contracts for CleverVoice Services will be fulfilled, unless the termination relates to a breach of these Terms.

7. Limitation on Liability

7.1 Except as expressly stated in clause 7.2:

(a) CleverVoice shall not in any circumstances (including, but not limited to, in relation to the Web Site, the Interactive Services or the CleverVoice Services) have any liability for any losses or damages which may be suffered by a User (or any person claiming under or through the User), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (i) special damage even if CleverVoice was aware of the circumstances in which such special damage could arise;
- (ii) loss of profits;
- (iii) loss of anticipated savings;
- (iv) loss of business opportunity;
- (v) loss of goodwill;
- (vi) loss or corruption of data,

provided that this clause 7.1(a) shall not prevent claims for loss of or damage to the User's tangible property that fall within the terms of clause 7.1(b) or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi) inclusive of this clause 7.1(a);

(b) the total liability of CleverVoice, whether in contract, tort (including negligence) or otherwise and whether in connection with these Terms or any collateral contract, shall in no circumstances exceed a sum equal to the non-refundable amounts received by CleverVoice from the User in the 12 months preceding the act or omission giving rise to the liability; and

(c) the User agrees that, in using this Web Site and entering into any Contract, either it did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in these Terms or (if it did rely on any representations, whether written or oral, not expressly set out in these Terms) that it shall have no remedy in respect of such representations and (in either case) CleverVoice shall have no liability in any circumstances otherwise than in accordance with the express terms of these Terms.

7.2 The exclusions in clause 14.7 and clause 7.1 shall apply to the fullest extent permissible at law, but CleverVoice does not exclude liability for:

- (a) death or personal injury caused by the negligence of CleverVoice, its officers, employees, contractors or agents;
- (b) fraud or fraudulent misrepresentation;

- (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any other liability which may not be excluded by law.

7.3 All dates supplied by CleverVoice for the provision of the CleverVoice Services shall be treated as approximate only. CleverVoice shall not in any circumstances be liable for any loss or damage arising from any delay in provision beyond such approximate dates.

7.4 All references to “CleverVoice” in this clause 7 shall, for the purposes of this clause and clause 8 only, be treated as including all employees, subcontractors and suppliers of CleverVoice and its affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this clause, in accordance with clause 8.

8. Third party rights

8.1 CleverVoice and the entities referred to in clause 7.4 may enforce the terms of clause 7 subject to and in accordance with this clause 8, these Terms and the Contracts (Rights of Third Parties) Act 1999.

8.2 Except as provided in clause 8, a person who is not a party to these Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

9. Privacy Policy

9.1 We process information about Users in accordance with our privacy policy <http://www.clevervoice.com/privacy-policy>

By using the Web Site, the Interactive Services or the CleverVoice Services, the User consents to such processing and the User warrants that all data provided by them is accurate.

10. Viruses, hacking and other offences

10.1 Users must not misuse the Web Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. Users must not attempt to gain unauthorised access to the Web Site, the server on which the Web Site is stored or any server, computer or database connected to the Web Site. Users must not attack the Web Site via a denial-of-service attack or a distributed denial-of-service attack.

10.2 By breaching this provision, a User would commit a criminal offence under the Computer Misuse Act 1990. CleverVoice will report any such breach to the relevant law enforcement authorities and CleverVoice will co-operate with those authorities by disclosing the User’s identity to them. In the event of such a breach, the User’s right to use the Web Site will cease immediately.

10.3 CleverVoice will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect a User’s computer equipment, computer programs, data or other proprietary material due to that User’s use of the Web Site or to that User’s downloading of any material posted on it, or on any website linked to it.

11. The Web Site changes regularly

11.1 CleverVoice aims to update the Web Site (and the associated Interactive Services and CleverVoice Services) regularly, and may change the Content at any time. If the need arises, CleverVoice may suspend access to the Web Site (and the associated Interactive Services and CleverVoice Services), or close it indefinitely. Any of the Content on the Web Site may be out of date at any given time, and CleverVoice are under no obligation to update such material.

12. Links to other web sites

12.1 Where the Web Site contains links to other web sites and resources provided by third parties, these links are provided for Users information only. Unless expressly stated, CleverVoice (and its affiliates) have no control over the contents of those web sites or resources, and accept no responsibility for them or for any loss or damage that may arise from a User's use of them. The inclusion of a link to another web site on this Web Site does not imply any endorsement of the web sites themselves or of those in control of them.

13. Links to this Web Site

13.1 Users wishing to place a link to this Web Site on other web sites may do so only to the home page of the Web Site, www.clevervoice.com, without prior permission, provided that the User does so in a way that is fair and legal and does not damage CleverVoice's reputation or take advantage of it, but the User must not establish a link in such a way as to suggest any form of association, approval or endorsement on CleverVoice's part where none exists.

13.2 Deep linking (i.e. links to specific pages within the Web Site) requires the express permission of CleverVoice. To find out more please contact us by email at: info@clevervoice.com.

13.3 Users must not establish links from any web sites that are not owned by them.

13.4 CleverVoice reserve the right to withdraw linking permission without notice. The web site from which the User is linking must comply in all respects with the content standards set out in CleverVoice's acceptable use policy <http://www.clevervoice.com/usage-policy>

14. Warranties

14.1 CleverVoice does not warrant that the use of the Web Site, Interactive Services or CleverVoice Services will be uninterrupted or error-free.

14.2 The User accepts responsibility for the selection of the Web Site, Interactive Services or CleverVoice Services to achieve its intended results and acknowledges that the Web Site, Interactive Services or CleverVoice Services have not been developed to meet the individual requirements of the User.

14.3 CleverVoice makes no warranty or representation that the Web Site will be compatible with all systems, that it will be secure and that all information provided will be accurate.

14.4 CleverVoice make no guarantee of any specific results from the use of the Interactive Services or the CleverVoice Services.

- 14.5 No part of this Web Site is intended to constitute a contractual offer capable of acceptance.
- 14.6 The Web Site, Interactive Services and CleverVoice Services are provided “as is” and on an “as available” basis.
- 14.7 To the extent allowed by applicable law, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into these Terms or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.

15. Force Majeure

- 15.1 CleverVoice will not be liable or responsible for any failure to perform, or delay in performance of, any of their obligations under a Contract or these Terms (including in relation to the Web Site, Interactive Services or CleverVoice Services) that is caused by events outside their reasonable control (“Force Majeure Event”).
- 15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond CleverVoice’s reasonable control and includes in particular (without limitation) the following:
- (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (e) impossibility of the use of public or private telecommunications networks, ISP equipment failure, host equipment failure or power failure;
 - (f) the acts, decrees, legislation, regulations or restrictions of any government; and
 - (g) pandemic or epidemic.

16. Changes to these Terms

- 16.1 CleverVoice have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting CleverVoice’s business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in CleverVoice’s system’s capabilities.
- 16.2 Users will be subject to the policies and Terms in force at the time that they make use of the Web Site or Interactive Services or order any CleverVoice Services, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by the User), or if CleverVoice notify the User of the change to those policies or these Terms before they send the User the Dispatch Confirmation (in which case CleverVoice have the right to assume that the User has accepted the change to the Terms, unless the User notifies

CleverVoice to the contrary within seven working days of receipt by the User of the Dispatch Confirmation).

17. No Waiver

- 17.1 If CleverVoice fail, at any time, to insist upon strict performance of any of the User's obligations under a Contract or any of these Terms, or if CleverVoice fail to exercise any of the rights or remedies to which they are entitled under the Contract or these Terms, this will not constitute a waiver of such rights or remedies and will not relieve the User from compliance with such obligations.
- 17.2 A waiver by CleverVoice of any default will not constitute a waiver of any subsequent default.
- 17.3 No waiver by CleverVoice of any of these Terms will be effective unless it is expressly stated to be a waiver and is communicated to the User in writing in accordance with clause 18 below.

18. Notices

- 18.1 All notices given by a User to CleverVoice must be given to Clever Voice Limited at info@clevervoice or 12 Centrus, 7 Felsham Road, Putney, London SW15 1AX. CleverVoice may give notice to a User at either the e-mail or postal address the User provided to CleverVoice when placing an order or creating an Account, or in any of the ways specified in clause 18.2 below. Notice will be deemed received and properly served immediately when posted on the Web Site, on the day an e-mail is sent (if a working day) or on the next working day (if the e-mail is not sent on a working day), or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 18.2 Applicable laws require that some of the information or communications CleverVoice send to Users should be in writing. When using the Web Site, Users accept that communication with CleverVoice will be mainly electronic. CleverVoice will contact Users by e-mail or provide Users with information by posting notices on the Web Site. For contractual purposes, Users agree to this electronic means of communication and Users acknowledge that all contracts, notices, information and other communications that CleverVoice provide to Users electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

19. Trade marks

- 19.1 "CleverVoice" and "Clever Voice" are trade marks of Clever Voice Limited and are pending registration in the UK.

20. Law and Jurisdiction

- 20.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Web Site and/or the use of the Interactive Services or the CleverVoice Services.
- 20.2 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21. Your concerns

21.1 If a User has any concerns about the Content which appears on the Web Site, please contact: info@clevervoice.com

21.2 Thank you for visiting our site.

Terms & Conditions updated: January 15th 2015

Clever Voice Limited

Registered in England No: 07465203

Registered Office: 12 Centrus, 7 Felsham Road, Putney, London SW15 1AX