



HLR Lookup Terms of Service ("Agreement")

Agreement between:

3g Telecommunications Limited (HLR Lookup)

Incorporated in the **UK** under the registration number **5582946**

Principle Business Address – **Suite 7 Gledhow Mount Mansions. Leeds. LS7 4JJ**

And;

Please read these Terms of Service completely before using www.hlrlookup.com which is owned and operated by 3g Telecommunications.

This Agreement documents the legally binding terms and conditions attached to the use of the Service provided by 3g Telecommunications and the use of the HLRLookup website.

By using or accessing the Site in any way, viewing or browsing the Site, using APIs provided by the Site or adding your own content to the Site, you are agreeing to be bound by Terms of Service.

1. Definitions

The following terms are used throughout this document. Their meanings are as follows:

“Agreement” – The contract between the Client and HLR Lookup as outlined in this Terms of Service document and the associated Service Addendum.

“Site” or “Website” – This refers to the website located at www.hlrlookup.com.

“Service” – As described the in the Service Description within the Service Addendum.

“Party / Parties” – Used when referring to both the Client and HLR Lookup at the same time.

“Operator” – Telephone network operator.



2. Intellectual Property

2.1 The Site and all of its original content are the sole property of 3g Telecommunications and are, as such, fully protected by the appropriate international copyright and other intellectual property rights laws. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

2.2 All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

3. Termination

3.1 HLR Lookup reserves the right to terminate Clients access to the Site.

4. Nature Of Services

4.1 The service provided by HLR Lookup is not intended to be used as the sole basis for any business decision, and is based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for HLR Lookup to guarantee.

4.2 HLR Lookup are therefore not able to accept any liability for any inaccuracy, incompleteness or other error in the responses provided and/or services offered which arises as a result of data provided to HLR Lookup by you or any third party.

4.3 The speed of the service is wholly reliant on third parties of which HLR Lookup have no control. As such HLR Lookup does not guarantee or make any commitments relating to the speed of the information they provide.

4.4 HLR Lookup is not responsible in any way for any mobile telecommunications systems or networks which it does not operate. Therefore HLR Lookup is not liable for the acts or omissions of other providers of telecommunication services (including suspension or termination of HLR Lookup connections and/or contracts with any Operator) or for faults in, or failures of, their apparatus or network, and in general for any other technical reason attributable to Operator's network.

4.5 HLR Lookup cannot guarantee that the Service will never be faulty but will endeavour to make efforts to correct reported faults, and make the Service available as soon as HLR Lookup is possible.

4.6 HLR Lookup may temporarily suspend the Services for maintenance or upgrade reasons. HLR Lookup shall give the Client five 5 working days prior written notice of such suspension.

5. Confidentiality

5.1 The Parties shall treat all material and information, including this Agreement, which is delivered by the other Party in order to perform its obligations under this agreement as confidential.



The Parties shall not disclose such confidential information to a third party without a prior written consent of the other Party.

5.2 At the disclosing Party's written request at any time, the receiving Party shall promptly return the Confidential Information to the disclosing Party promptly, or certify in writing to the disclosing Party that the Confidential Information has been destroyed.

6. Payment and Pricing

6.1 Payments and payment terms to be made by Client to HLR Lookup for the Services are provided in the applicable Service Addendum.

HLR Lookup shall not be obliged to perform any Services under this Agreement if Client has not provided payments in accordance with the applicable Service Addendum and has the right to temporarily suspend the Service until outstanding payments have been received by HLR Lookup, subject to the resolution period outlined in clause 7.3.

6.2 All charges and fees for the Services are exclusive of any taxes, including sales, value-added, or other taxes. Client shall be liable for and shall reimburse HLR Lookup for all sales or value-added taxes imposed in connection with or arising from the provision of Services to Client. Client will provide HLR Lookup sufficient information as to the timely payment of all applicable withholding taxes, if so required by HLR Lookup.

6.3 All payments between the Parties shall be for the full invoice amount and as such each Party shall pay any bank charges its bank may charge. Any shortfall between the invoiced amount and the amount received by HLR Lookup will constitute an outstanding amount and will be carried forward.

7. Billing

7.1 HLR Lookup shall take all reasonably feasible measures to ensure that its system for recording the volume of Client's usage of Services is accurate. The chargeable nature of each number sent to HLR Lookup is logged and timestamped.

7.2 If the data concerning Client's use of Services recorded by Client deviates from the data recorded by HLR Lookup, the Parties shall use reasonable endeavours to investigate their reporting systems in order to resolve the deviation.

7.3 Client can contest the amount of an invoice by giving HLR Lookup a written notice of the disputed amount within thirty (30) working days of receiving the invoice. Upon receipt HLR Lookup will provide the client an itemised transaction log of all numbers sent to HLR Lookup within the disputed period.

The Client shall pay all amounts other than those in dispute on the due date for payment.

The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

If negotiations under this clause do not resolve the matter within 6 months of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.



If the ADR procedure under this clause does not resolve the matter within a further 6 months of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

Nothing in this clause shall prohibit 3G Telecommunications from applying to a court for interim injunctive relief.

7.4 HLR Lookup will send invoices to Client by email. Client is regarded to have received the invoice the same day the invoice is sent by HLR Lookup.

8. Liability

8.1 HLR Lookup, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of our group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to Client or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect Client's computer equipment, software, data or other property on account of Client's access to, use of, or browsing the Website or Client's downloading of any material from the Website or any websites linked to the Website.

8.2 If Client's use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, Client assumes all costs thereof.

9. Website Access

9.1 While HLR Lookup endeavours to ensure that the Site is available 24 hours per day, HLR Lookup shall not be liable if for any reason the website is unavailable at any time.

9.2 Access to the website may be suspended temporarily, without notice in the case of system failure, maintenance, and repair or for reasons beyond the control of HLR Lookup.

10. Links to Other Websites

10.1 www.hlrlookup.com may contain a number of links to other websites and online resources that are not owned or controlled by 3g Telecommunications. Such links shall not compromise the confidentiality of the Client or the quality of the data processed hereby.



10.2 HLR Lookup has no control over, and therefore cannot assume responsibility for, the content or general practices of any of these third party Sites and/or services. Therefore, HLR Lookup strongly advises Client to read the entire terms and conditions and privacy policy of any Site that you visit as a result of following a link that is posted on the Site.

11. Governing Law

11.1 This Agreement is governed in accordance with the laws of the United Kingdom.

12. General

12.1 The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach.

12.2 The parties may not issue press releases or other forms of promotion that mention the other in regards to this agreement announcing the Service without the prior written consent of the other.

12.3 If any provision of this Agreement or any part of such provision is or becomes invalid or unenforceable or is missing, the other provisions of this Agreement shall not be affected thereby. The invalid or unenforceable or missing provision shall be replaced by a valid and enforceable provision, the effect of which comes as close as possible to the intended economical effect of the invalid or unenforceable or missing provision.

12.4 Each Service Addendum to which reference is made herein and which is attached hereto shall be deemed to be incorporated in this Agreement by such reference.

12.5 This Agreement has been executed in two (2) original counterparts, one being retained by each Party hereto.



SERVICE ADDENDUM

For the Service Agreement between 3g Telecommunications (HLR Lookup) and

1. Service Type: Number Validation

2. Start Date:

3. Service Description:

3.1 HLR Lookup will provide number validation services to Client subject to the terms and conditions set out herein. This service allows Client to send phone numbers to HLR Lookup via API or through a batch upload page within the Client's account on the HLR Lookup website. HLR Lookup will respond with identifiers that allow the client to determine the Original and Current Network and the Current Status of the respective phone number where available. The availability of the information returned is documented on the Coverage list displayed on the website and is subject to change without notice. Documentation detailing the identifiers provided by HLR Lookup can be found on the website.

4. Client Obligations:

4.1 Client agrees that the Services provided will not be used in an illegal or inappropriate manner. In the event that HLR Lookup has reason to suspect that the services are being used in such a way or that there is a breach of security, HLR Lookup may terminate this Addendum or suspend the Service until HLR Lookup can verify that there is no misuse. Client must fully cooperate with HLR Lookup in all respects with transparently provide all the necessary information to clarify and remedy any of such situations.

4.2 Client will use the Services only in compliance with applicable laws and it will be liable for any damage to systems, equipment or services provided through the HLR Lookup platform, as well as third party damages in the context of the Services used in an illegal or inappropriate manner.