

# **SMS SERVICE PROVISION**

## **Terms and Conditions and Privacy Policy**

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## TERMS & CONDITIONS

**NOTICE:** Please read these terms and conditions carefully. They set out the terms under which the SMS Service (i.e. the receipt of data and subsequent sending of text messages and any related services (SMS Service) operated by 24X Ltd is made available to you. By accessing the SMS system and using the SMS Service you agree to be bound by these terms and conditions.

### Registration

The details provided by you to 24X Ltd are important and must be true, correct and complete. You agree to notify us immediately of any changes which are relevant to your company by informing us by email at [info@24X.com](mailto:info@24X.com).

### Your Personal Information

1. We will respect your personal information and undertake to comply with all applicable UK Data Protection legislation currently in force. For more information please read our Privacy Policy at the end of this document.
2. As a SMS Service user you agree that we may contact you by email, text messages, telephone, post or any combination of these in order to keep you informed of any service related issues affecting your use of the SMS Service.

### Our Obligations to SMS Service users

We will use our reasonable endeavours to maintain the SMS Service in a satisfactory operating condition. As we cannot guarantee that this will always be the case we do not accept responsibility for any interruptions or failures in the SMS Service or for any defects that may exist, or for any costs, loss of profits, loss of data, or consequential losses arising from your use of, or inability to access or use the SMS Service. We will NOT refund any SMS messages purchased.

### The Contents of the SMS Service

1. The SMS Service is provided without any warranties or guarantees unless specifically stated.
2. Your dealings with, and interest in, promotions, services, or merchants found on or via the SMS Service are solely between you and the person with whom you are dealing unless expressly stated to the contrary by us. We will not be responsible for any loss or damages that may arise from any such dealings. You must NOT use the SMS service to misrepresent yourself or anybody else. Any accounts found to be using messages and falsely putting a Sender ID as someone else's mobile number or name will be terminated immediately with NO refunds and your details may be forwarded to the police and any relevant authorities.
3. We may provide - or merchants and content providers found on or via the SMS Service may provide - links to other web sites or resources. We are unable to accept responsibility for these web sites or resources; neither can we be deemed to have endorsed their content, products or services merely because they were notified via the SMS Service.

4. 24X Ltd makes all reasonable efforts to ensure that all information provided by it within the SMS Service is accurate at the time of its inclusion, however, there may be errors, inaccuracies or omissions in respect of which 24X Ltd excludes all liability. 24X Ltd makes no representations or warranties about the information included in the text message. Any decisions based on the information sent are your sole responsibility.
5. Information provided by 24X Ltd does not constitute legal or professional advice and should not be relied upon without taking independent advice.
6. 24X Ltd, its affiliates, information providers or content partners do not provide any warranty as to the timeliness, accuracy or completeness of the information contained within the SMS Service.

### **Nature of the SMS Service**

1. We recognise that the internet is not a completely secure medium of communication, 24X Ltd is not and will not be responsible for any damages the user may suffer as a result of the loss of confidentiality of such information.
2. We reserve the right to suspend, restrict, or terminate your access and or use of the SMS Service without notice, for any reason, including non payment of any monies due and in particular if your use of SMS causes or is likely to cause the whole or part of the SMS Service to be interrupted, damaged, rendered less efficient or in any way impaired. No refunds will be given for messages that we have received through your account for processing or for credits already purchased on your account that you no longer want to use.
3. In order to maintain the integrity of SMS we reserve the right to forward contact details to the police, or other regulatory authorities where requested to do so; we may also forward contact details where a complaint arises concerning your use of the SMS Service and where that use is deemed by us to be inconsistent with these user conditions.

### **Text Messaging – SMS**

1. 24X Ltd charges unit cost per message credits used to send individual text messages. Longer messages (over 160 characters) will use more credits depending on the overall message length. 24X Ltd reserves the right to increase the unit cost of messages for all units that have not been purchased in advance and, for those units (credits) already purchased, to use as many as are required to cover the cost of sending the message. To protect 24X Ltd from long term liability issues credits will expire after 12 months if 24X Ltd fails to see "constant and significant" usage of the account. 24X Ltd will be the sole judge of what constitutes "constant and significant".
2. 24X Ltd will use reasonable endeavours to ensure successful delivery of messages. Successful delivery depends on additional parties such as ISP's, telcos and network operators; hence 24X Ltd cannot guarantee delivery. Your credit rate is used to deduct the appropriate credits from your account in order to send one message to us for processing. In the event that a network(s) introduce reciprocal charges or message costs increase, 24X Ltd retains the right to increase the credit rate per message, for that specific network(s) and pass the additional cost on to you or to utilise more credits to send each individual message. Some routes such as overseas numbers already use more credits as they cost more.

## Your Obligation to Us

1. You agree that you will only use the SMS Service in a manner that is consistent with these user conditions and in such a way as to ensure compliance with all applicable laws and regulations. In particular, you will not use the SMS Service to transmit or post any material which is defamatory, offensive, or of an obscene or menacing nature, or which may, in our judgement, cause annoyance, inconvenience or anxiety to any person. By subscribing you agree not to use this service to send message content that is offensive, defamatory, misrepresentative or fraudulent.
2. To the extent to which your use, or the use by any person who may be authorised by you or for whom you are responsible (for example as an employer or as the parent or guardian of a child) causes loss or damage to any person, you agree to indemnify 24X Ltd immediately on demand in relation to any such losses or damages attributable to 24X Ltd, including where necessary any legal and administrative, or technical charges that may arise from such use.
3. Where applicable, you are responsible for maintaining the confidentiality of any username and/or password assigned to you by 24X Ltd. As a result, you are fully responsible for all activities which occur under them. You must notify us immediately of any unauthorised use of which you become aware by contacting [info@24X.com](mailto:info@24X.com).
4. You are responsible for obtaining the equipment and paying all telephone charges necessary to access and use the SMS Service. You are also responsible for making your own back-up arrangements in accordance with good computing practice.
5. You agree that the material and content contained within or provided by 24X Ltd as part of the SMS Service is for your use only and may not be distributed commercially without our permission. Your use of the SMS Service carries with it no rights in relation to copyright, trademarks or other intellectual property rights that belong to 24X Ltd.
6. You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorised by 24X Ltd, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.
7. 24X Ltd grants you a personal, non-transferable, non-exclusive, and revocable right and licence to access the SMS Service; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by 24X Ltd for use in accessing the Service.
8. The Client must comply with all applicable laws, regulations and network operator requirements. Any complaint from a network operator would be regarded in a very serious light and the service could be suspended without a refund of any monies paid. The Client is therefore advised to include their own contact details in their messages to ensure that complaints are directed at them and not at the network operator. 24X Ltd may remove numbers from its database should complaints be received.
9. To protect the integrity of the system, the Client may not send unlawful, abusive, harassing, threatening or obscene messages. Spamming (unsolicited marketing) is not allowed. Messages sent are stored and

can be audited at any time. Users indemnify 24X Ltd against any losses suffered in the event that they don't comply with the above.

## Re-Sellers

Re-sellers must claim their commission due in respect of the SMS service within three months of the payments for that service by the re-seller or their clients. Any amounts due over three months old will be forfeit.

## Limit of Liability

24X Ltd's entire liability to you in respect of all matters associated with the SMS Services shall be limited as follows:

1. Nothing in this contract excludes 24X Ltd's liability for death or personal injury arising from the negligence of 24X Ltd, its servants or agents.
2. Nothing in this contract excludes any other liability which is prohibited from being excluded by law.
3. Except as set out in (1.) and (2.) above 24X Ltd accepts no liability for and hereby excludes any liability for any consequential or indirect losses, loss of profits, loss of business, loss of goodwill or any form of special damages.
4. 24X Ltd's liability for direct losses shall (subject to sub paragraphs (1.) and (2.) above) be limited to the amount actually paid by you to 24X Ltd in the thirty day period prior to the date of the reported breach and all conditions, warranties or other terms whatsoever inconsistent with the provisions of this sub paragraph are hereby expressly excluded.
5. In the event that (3.) should prove for any reason ineffective to exclude any liability referred to in that sub paragraph, any such liability shall, subject to (1.) and (2.) be limited to the amounts actually paid by you to 24X Ltd in the thirty day period prior to the date of the reported breach.
6. Each of sub paragraphs (1.) to (5.) above shall be a separate and severable limitation and if any one or more of them shall prove for any reason ineffective to exclude any liability referred to in the relevant sub paragraph(s) the remaining sub paragraphs shall remain in full force and effect.

## Force Majeure

Neither party shall be responsible for failure to fulfil its obligations hereunder to the extent that this results from any cause beyond its reasonable control.

## Payment

Message units and any services provided by 24X Ltd are purchased in advance unless another form of payment is agreed with 24X Ltd. If 24X incur additional fees as a result of non-payment i.e. failed Direct Debits or collection of money then we reserve the right to deduct credits from your account to the value of any fees incurred.

## Contract Period

There is no minimum contract period for sending SMS messages provided that you have the message credits to use. To protect 24X Ltd from long term liability issues credits will expire after 12 months if 24X Ltd fails to see "constant and significant" usage of the account. 24X Ltd will be the sole judge of what constitutes "constant and significant".

Inbound numbers are subject to 30 days written notice of cancellation.

## **Other Conditions**

1. If any provision of these conditions is held to be unenforceable, it will not affect the validity and enforceability of the remaining provisions.
2. These conditions may be amended from time to time. Any such amendments shall be effected by making them available on our web site at [www.24x.com](http://www.24x.com). We may also in the same way extend these conditions to include other conditions applicable to specific products or services offered by 24X Ltd from time to time.
3. These conditions shall be deemed to be a contract made in England and these conditions and your use of the SMS Service are subject to English law and the jurisdiction of the English courts.

## PRIVACY POLICY

### Introduction

By registering with 24X Ltd or placing an order on our website, you consent to the collection, use and transfer of your information under the terms of this privacy policy. 24X Ltd is committed to preserving the privacy of all visitors to [www.24x.com](http://www.24x.com).

### Collection and use of your information

Information we collect about you may include your name, address details, telephone number (landline and mobile), mobile network operator and details about your usage of our website.

Your information will enable us to provide you with the goods or services you have requested. It will also enable us to bill you and to contact you where necessary concerning your orders and your ongoing account with us. We may also use and analyse the information we collect so that we can administer, support, improve and develop our business. We may use your information to contact you for your views on our services and to notify you occasionally about important changes or developments to the website or our services.

We may contact you by post, telephone, email or SMS so it is essential that your details are correct. To check or update your details please log into your account and select 'Change your contact details' on the Admin menu.

### Disclosure of your information

The information you provide to us will be held on our computers in the UK and may be accessed by or given to third parties who act for us for the purposes set out in this policy, for example, your mobile telephone number and the contents of your SMS message will be given to mobile network operators for the purposes of providing you the goods and services you have requested.

We never disclose your details to anyone for marketing purposes. When your data is passed to third parties for the purposes of delivering our service, 24X will take all reasonable steps to ensure that that it is used in accordance with this policy.

Unless required to do so by law, we will not otherwise share, sell or distribute any of the information you provide to us without your consent.

**IMPORTANT NOTE:** debit/credit card details are only requested at the time payment is made on a secure third party site and are never stored by 24X.

## CONTACT US

Please feel free to contact us if you have any questions or require any clarification on

+44 (0)1903 228100 / +44 (0)1903 550242 or email us at [info@24x.com](mailto:info@24x.com)