

TextRMail Terms and Conditions

1. GENERAL

- 1.1 The owner of the TextRMail website (the “**Website**”) and the TextRMail service (the “**Service**”) is DKI Limited trading as Salespulse, an Irish company with registration number ● and having its registered office at 17 Hebron Business Park, Hebron Raod, Kilkenny, Ireland (the “**Company**”).
- 1.2 By using the Website and the Service, you agree to be legally bound by and act in accordance with these terms and conditions and by all other applicable provisions.
- 1.3 If you disagree with any of these terms and conditions and/or with any other applicable provisions, you are not permitted to and agree not to use the Website or the Service.
- 1.4 In using the Website and/or the Service, you warrant that you have the legal authority to create a binding agreement.
- 1.5 The Company reserves the right to terminate, change, suspend or discontinue the Website and/or the Service, including the availability of any feature of the Website and/or the Service, at any time without notice.
- 1.6 The Company reserves the right to modify these terms and conditions at any time without notice.
- 1.7 The Company assumes no liability or responsibility for the control of messages or any decisions, actions or events that may occur as a result of using the Website and/or the Service.
- 1.8 Text messages and e-mails sent through the Website are not monitored, read, scanned or filtered and the control of messages sent using the Service are the sole responsibility of the sender.

2. LIABILITY

The Company does not assume any liability for content of messages sent and accepts no liability for any claim that may arise from third parties as a result of any message sent. You are fully responsible for any charges and liabilities incurred through the use of the Service or your account and for any activities conducted through your account. In addition, the Company may temporarily disable access to your account if you report unauthorized use or if usage of the account exceeds normal usage patterns within a short time period. You agree to notify the Company immediately of any unauthorized use of your account or abuse.

3. BILLING AND PAYMENT

Current pricing for the Service is displayed and will be updated on the webpage <http://www.textrmail.com/pricing.php>

4. PERMITTED USE

- 4.1 You are not permitted to use the Website or the Service other than for the following purposes:
 - 4.1.1 viewing the Website;
 - 4.1.2 transferring to other websites through links provided on the Website;
 - 4.1.3 making use of other facilities that may be provided on the Website; and
 - 4.1.4 sending text messages and e-mails to your students, clients and members.
- 4.2 Use of the Website and the Service for any purpose other than the purposes referred to in Condition 4.1 is prohibited.
- 4.3 In particular, use of any automated system of software to extract data from the Website or the Service for display on any other website is prohibited.
- 4.4 You shall not use the Website or the Service for any activities which breach any law, infringe any party's rights or breach any standards, control requirements or codes promulgated by any relevant authority.
- 4.5 You indemnify the Company, its officers, directors, agents, subsidiaries and employees and agree to keep the Company, its officers, directors, agents, subsidiaries and employees indemnified from and against all actions, claims, suits, demands, liabilities, costs and expenses arising out of or in any way connected to use of the Website and/or the Service by you.
- 4.6 Unless otherwise provided within these terms and conditions, or unless specific applicable law requires the Company to allow you to do so, you may not, without the Company's prior written consent:
 - 4.6.1 use any robot, spider, scraper, other automatic device or manual process for any purpose;
 - 4.6.2 post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material, spam or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability or otherwise violate any law or for any other purpose that is unlawful or prohibited by these terms and conditions;
 - 4.6.3 use or access the Website or the Service in any way that, in the reasonable judgment of the Company, adversely affects the performance or functions of the Website or the Service or any other computer systems or materials used by the Company or other website users;
 - 4.6.4 upload or transmit to the Website or use any device or software that contains viruses, Trojan horses, worms or other computer programming devices that

may damage, interfere or attempt to interfere with or interrupt the normal operation of the Website;

- 4.6.5 use any device or software that interferes or attempts to interfere with the normal operation of the Website or disguises the origin of the information transmitted through the Website;
- 4.6.6 use the Website or the Service for any commercial purpose;
- 4.6.7 take any action that will or potentially put pressure on the Website;
- 4.6.8 deep- link to any portion of the Website for any purpose; or
- 4.6.9 utilise parts of the Website infrastructure into any other website without the Company's prior written consent.

5. PRIVACY

Please see our Privacy Statement which you can review at <http://www.textrmail.com/privacy.php>

6. CONTENT

You understand that the Company has no editorial control over any third party content and that the Company does not guarantee the accuracy or completeness of any third party content. You agree that the Company will have no liability to you or anyone else who uses your account, with regard to any third party content. Under no circumstances will the Company be liable in any way for any content, including but not limited to, any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the user or any content posted, emailed, or otherwise transmitted via the Service. You also understand that the third party content is the proprietary material of the Company and/or the third party that supplies it, is protected by copyright and other applicable laws and may not be reproduced, published, broadcast, rewritten or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the United States copyright laws or comparable provisions of foreign laws.

7. MODIFICATION OF THE SERVICE

You acknowledge that the Company is dependent on various telecommunications networks for the delivery of its messages and that the Company may adjust its offering, should prices be adjusted due to reasons that are not in the Company's control. You will be notified of any such changes through publication on the Website or through e-mail describing the change. You understand that the Company may, in its discretion, from time to time change, add or remove certain features of the Service or change the terms of these terms and conditions by informing you through publication on the Website or through an e-mail describing the changes. If you are dissatisfied with any such changes to the Service or these terms and conditions, you

may immediately cancel your account. In addition, the Company reserves the right to discontinue the Service altogether for all users at any time in its discretion.

8. DISCLAIMERS AND WARRANTIES

- 8.1 The information on the Website is posted in good faith and updated regularly but the Company does not guarantee its completeness and accuracy.
- 8.2 The Company does not warrant that the Website will be uninterrupted, error free or that any information or other material accessible from the Website is free of viruses or other harmful components.
- 8.3 The Website and the Service are provided on an “as is” and on an “as available” basis.
- 8.4 The Company is not responsible for any errors, omissions or misleading information and it disclaims, to the maximum extent permitted by law, all implied warranties in connection with such information.
- 8.5 The Company shall not be liable for any injury, loss, claim, damage or any direct, incidental, special or consequential damages or economic loss, including but not limited to loss of profits or savings arising out of or in any way connected with the use of the Website or the Service.
- 8.6 The Company and its suppliers make no warranty that the Service will meet your requirements.
- 8.7 The Company and its suppliers make no warranty as to the results that may be obtained from use of the Service or that any defects in the Service will be corrected.
- 8.8 The Company makes no representation of delivery, receipt or transmission of an SMS message.
- 8.9 Depending on the recipient’s mobile service provider, it may not be possible to transmit an SMS message to the recipient successfully particularly if the provider does not support SMS delivery at all.
- 8.10 To the extent permitted by law the Company and its suppliers disclaim all warranties of any kind, whether express, implied or statutory, regarding the Service, including any implied warranty of title, merchantability or fitness for a particular purpose.

9. LIMITATIONS ON LIABILITY

The Company and its suppliers shall not be liable for any direct, indirect, special, consequential, exemplary or incidental damages of any nature, including but not limited to, business interruption, loss of profits, loss of data, injury to goodwill or other intangible losses (even if the Company has been advised of the possibility of

such damages), resulting from use of the Service by you, or anyone using your account, including, but not limited to:

- (i) the use or the inability to use the Service;
- (ii) unauthorized access to or alteration to your transmissions or data;
- (iii) statements or conduct of any third party on the Service or the Website; or
- (iv) any damages or loss of any nature arising from or relating to your use of the Service or use of the Service through your account by anyone else.

The Company shall in no event be responsible for the security of the data transmissions between the Company and the user, including but not limited to the transmissions of the payment information such as credit card numbers. The Company expressly disclaims all warranties of any kind, whether expressed or implied, for the security of the data transmission between the Company and you. The Company's total cumulative liability to you and anyone who uses the Service through your account, for any and all claims under any applicable law (including negligence), will not exceed the aggregate amount you paid to the Company in the preceding twelve months.

10. RELEASE AND INDEMNIFICATION

In the event that you have a dispute with one or more users, you release the Company, its officers, directors, agents, subsidiaries and employees from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes and you waive any rights under any state or local law limiting the extent of such release. You agree to defend, indemnify and hold harmless the Company and its subsidiaries, affiliates, officers, directors, agents, attorneys and employees from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these terms and conditions, your violation of any law or the rights of a third party or your use of the Service.

11. TERMINATION OF ACCOUNT

You may terminate your account at any time and for any reason by contacting the Company's customer service at info@TextRMail.com. Notifying the Company in any other way of your desire to terminate your account may result in delays in processing your request. The Company, in its sole discretion, may immediately terminate or suspend your account or use of the Service, for any reason, including without limitation, for lack of use or if the Company believes that you have breached these terms and conditions. The Company reserves the right to terminate your account for any other reason if it gives you at least ten (10) day advance notice. Upon any such termination of your account, you agree that any termination of your access to the Service under any provision of these terms and conditions may be effected

without prior notice, and acknowledge and agree that the Company may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that the Company shall not be liable to you or any third party for any termination of your account.

12. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service or access to the Service without the prior written approval of the Company.

The Company reserves the right to set up resellers for the Service.

The Company reserves the right to display advertising on the Website.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 All copyright and other intellectual property right in any material including html code, text, photographs or other images displayed on the Website or through the Service are either owned by the Company or have been licensed by the owner for the Company's use.

13.2 All rights are acknowledged.

13.3 You agree not to violate the intellectual property rights of the Company or any third party.

13.4 If you want to use any of the information or material displayed on the Website, you must first obtain the written permission of the Company or that of the owner of the rights to the material, as the case may be.

13.5 You must not modify, copy, transmit, display, perform, publish or licence any information or software accessed by means of the Website or the Service.

13.6 When copying or transmission is expressly permitted, you must not change or delete any author attribution or copyright notice.

13.7 Any unpermitted use and/or reproduction of the information, materials, or of the colour scheme or layout of the Website, without the prior written consent of the Company, is prohibited and will constitute a breach of these terms and conditions and may infringe the Company's intellectual property rights.

13.8 The Company reserves the right to take such steps as it considers necessary, including issuing legal proceedings, without further notice to you, in relation to any unauthorized use of the Website or the Service.

13.9 Links to other websites not operated by the Company are solely for your convenience. The inclusion of hyperlinks to such websites does not imply any

endorsement by the Company of the material on such websites or any association with their operations.

14. GOVERNING LAW

The laws governing all matters relating to these terms and conditions and use of the Website and the Service shall be the laws of Ireland and the parties submit to the exclusive jurisdiction of the courts of Ireland.

15. MISCELLANEOUS

If any provision of these terms and conditions is invalid or unenforceable under applicable law, such provision will be deemed modified to the extent necessary to render such provision valid and enforceable and the other provisions of these terms and conditions shall remain in full force and effect. This document and the pages referred to herein represent the entire terms and conditions governing use of the Website and the Service and supersede any prior or contemporaneous written or oral statements by the Company. The section titles in these terms and conditions are for convenience only and have no legal or contractual effect. These terms and conditions may not be amended except as provided in paragraph 1.6.