



TextAnywhere Terms, Conditions and Charges

TextAnywhere Limited
The Oast House
9 Brewery Court
High Street
Theale
Berkshire
RG7 5AH
UK

UK tel: 08451 221 302
Intl tel: +44 8704 296 988
Fax: +44 8702 403 619
Email: welcome@textanywhere.net

www.textanywhere.net

TextAnywhere Limited
Terms, Conditions and Charges

Version 7.10/04, November 2007

© 2007 TextAnywhere Limited. All Rights Reserved.

Information in this document is subject to change without notice. Companies, names and data used in examples herein are fictional unless otherwise noted. No part of this document may be reproduced or transmitted in any form by any means, electronic or mechanical, for any purpose, without the express written permission of TextAnywhere Limited.

TextAnywhere™, TextOnline™, TextEmail™, TextAlert™, TextCampaign™, TextPremium™ and TextInbound™ are trademarks of TextAnywhere Limited. Microsoft, Windows, Windows NT and Microsoft .NET are trademarks of Microsoft Corporation. Other names are the trademarks of their respective owners.

TEXTANYWHERE LIMITED DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE INSTRUCTIONS CONTAINED IN THIS DOCUMENT.

IN NO EVENT SHALL TEXTANYWHERE LIMITED BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS), EVEN IF TEXTANYWHERE LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TextAnywhere Terms and Conditions

TextAnywhere™ enables organisations to send and receive text messages and alerts between any web-enabled computer and mobile phone.

The TextAnywhere portfolio consists of the following range of services and associated software:

TextOnline™ enables you to send and receive SMS text messages to any mobile phone from any web-connected PC, and view their delivery success.

TextCampaign™ enables clients to create, manage and monitor online their own bulk SMS message campaigns, enabling replies to be received and the delivery status of each message to be reviewed.

TextEmail™ enables SMS messages to be sent from any email system. A free-to-use service enables you to send text messages from any email system and the chargeable TextEmail plug-in for Microsoft Outlook, enables you to send SMS text messages from Outlook and Outlook Express.

TextAlert™ enables important IT system messages in email format to be translated into one or more text messages and then forwarded to one or more pre-defined mobile phones.

TextPremium™ enables clients to create, manage and monitor their own reverse billing, premium content services.

TextInbound™ enables organisations to receive SMS text messages through their own exclusive phone number. Inbound messages are received as a simple email or via HTTPS.

Developer Toolkit enables clients to integrate a two-way text-messaging capability within their own applications and websites, to engage directly with the TextAnywhere SMS gateways.

In addition there is a TextAnywhere *Partner Program* where partners can introduce clients to TextAnywhere and receive a commission on the introduced clients' monthly revenue.

1. Charges

All charges are in pounds sterling and exclude VAT, which will be applied at 17.5%, where applicable. Specific charges and volume discounts for the range of services and software can be found as follows:

- Appendix 1 Message Charges
- Appendix 2 Application Charges
- Appendix 3 Direct Debit, Charity and Academia Discounts

Clients who pay by Direct Debit will have an additional 5% discount applied. To settle your account by Direct Debit, please complete the Direct Debit form (click [here](#) to download the form) and post it to our Theale address, for the attention of Maureen Williams.

TextAnywhere reserves the right to vary pricing and volume discounts on giving you 28 days notice in writing.

2. Discounts for certain qualifying organisations

Organisations belonging to the following industry sectors can take advantage of the TextAnywhere *Qualifying Organisation Discount* scheme:

- Academic organisations: schools, colleges and universities
- Armed Forces: Army, Navy, and RAF
- Charities
- Emergency Services: Ambulance, Fire, and Police
- Housing Associations
- NHS: including PCTs, hospitals, surgeries, and practices

All qualifying organisation are entitled to receive a 15% discount on all our products and services. This includes message charges, TextInbound, TextEmail, TextAlert and TextPremium shared short code services.

The discount on message charges applies to both credit accounts (where each of the monthly volume-based price bands is discounted), and pre-pay accounts (where each of the pre-purchased message-packs is discounted).

A qualifying organisation settling their credit account by Direct Debit will also receive the additional 5% Direct Debit discount.

To receive the discount, the qualifying organisation must either tick the appropriate box during registration, or contact TextAnywhere directly who will apply the preferential terms to their account directly.

3. Invoicing

An invoice will be generated and sent to either your email billing address, or that of your nominated *Billing Contact* (optionally given during registration), at the end of each month. The individuals within your organisation with administrator rights can also review current usage levels, purchase additional services, and view your account statement on-line at any time.

If you are a pre-pay client who purchases our services in advance of their use, an invoice will be automatically sent to your designated email address at the time of purchasing the relevant service.

All current and past invoices are available from your *Statement of Account*, accessed from your online account's *Administration Panel*.

4. Payment

Our usual terms of trade are prepayment of our services in advance of use.

Subject to credit clearance you may be eligible for a credit account in which case your payment can be made by monthly direct debit, monthly credit card or BACS transfer.

Payment is due 14 days after invoice date. Whilst reserving the right to close any overdue account and to take legal action for recovery of a due debt, our usual process is as follows:

1. Payment reminders will be sent by email 36 and 51 days after the invoice date.
2. If payment is not made within 65 days of the invoice date, then the account will be suspended.
3. The invoice will also be referred to our debt recovery partner, and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge, together with all other charges and legal fees incurred, will be the responsibility of the client and will be legally enforced.

5. Free trial terms

TextAnywhere provides its clients with the ability to evaluate its message-sending services by means of a "Free trial". The "Free trial" enables a client, who has previously opened a TextAnywhere evaluation account, to send 20 (twenty) free text messages from their TextAnywhere account.

These free messages can be sent through TextOnline, TextCampaign, the non-chargeable version of TextEmail, and the Developer Toolkit.

The "Free trial" does not include free use of the TextEmail chargeable plug-in for Microsoft Outlook, TextInbound, TextAlert or TextPremium short code/keyword rental.

Any online purchase of these services, or any text messages sent beyond the free messages, will be charged to the client's account at the standard, published rates.

Should a client wish to formally evaluate the services that fall outside of the terms of the "Free trial" (TextInbound, TextEmail plug-in, TextAlert and TextPremium), then please contact TextAnywhere directly who will, on a discretionary basis, be happy to arrange an extended, tailored service evaluation.

Once a client has sent their 20 free text messages, a client can continue using their account, with additional sent messages being charged to their account, in accordance with the standard, published rates.

6. Governing Law

Under this agreement you agree to submit to the exclusive jurisdiction of the English Courts in respect of any dispute or matter arising out of or in connection with the service.

7. Message Content

TextAnywhere processes messages on an automated basis. TextAnywhere is not responsible for the contents of a message or of its accuracy. TextAnywhere transmits messages in good faith and cannot be held responsible for the views or opinions of any message content, save for administrative messages generated by TextAnywhere. Examples of such administrative messages are account confirmation emails, service change emails and SMS messages, and monthly billing emails.

8. Appropriate Usage of Service

When you register, you must submit correct information regarding your identity, organisation and address details. It is not permitted to use any of the TextAnywhere services for illegal or unreasonable activities. Customers who send threatening or demeaning messages will have their account at TextAnywhere closed. TextAnywhere does not permit SMS “spam” and will close the account of any person or organisation who engages in unsolicited bulk messaging. Deliberate misuse of the TextAnywhere service, including obtaining message credits by deceit, will cause the customer account to be closed immediately. In the event of closure of the account any outstanding monies will fall due immediately.

If you have not followed the above guidelines, you agree to indemnify us against any costs or losses we may incur as a result of any claims or legal proceedings that are brought or threatened against us by any third party.

9. Security

During registration of your account we will issue you with an administrator password which will enable you to set up other user names and passwords. These are essential for your organisation’s secure use of the service. You will be responsible for keeping this information confidential and agree to take all necessary steps to ensure that it is kept secure and not disclosed to any unauthorised person.

If you believe that your username or password has been discovered or is being misused by someone else, then you must tell us immediately and take all steps necessary (or requested by us) to prevent such use. If we think there is likely to be a misuse of the Services because of a breach of security we may either suspend your use of the Services or change your password and then notify you of this.

10. TextPremium additional contract terms

All *Short Code* services outlined in this document cover the UK networks only.

10.1 TextPremium payment terms

- The set-up fee is payable in advance, on registration.
- Your monthly *Short Code* and *Keyword* rental fee is payable in advance.
- If you purchase one *Keyword*, you are entitled to two additional complimentary *Keywords*, as follows:
 - o No additional *Set-up Charge* will be made
 - o No additional *Monthly Charge* will be made
 - o The complimentary *Keywords* can be on different tariffed *Short Codes*, if required

- The complimentary *Keywords* are free from charge so long as the initial *Keyword* is being paid for at the standard *Monthly Charge*. If the initial *Keyword* is no longer required, then one of the two complimentary *Keywords* will become charged for.

10.2 TextPremium Out-payment terms

- *Out-payments* are only paid to you in respect of messages successfully delivered and then paid for by the mobile phone user, subject to any retention imposed by the mobile network operator.
- *Out-payments* will be made once you have submitted an appropriate VAT invoice. Please send your invoices to our Theale address, for the attention of Maureen Williams.
- *Out-payments* due to you will appear on your online account when payment has been received from the mobile network operators. This will generally be between four and six weeks after the transactions have taken place.
- *Out-payments* must be claimed within twelve months of the Out-payment being posted to your account, otherwise it will be forfeited.
- The *Out-payment* schedules shown in the *TextPremium: A Guide to Short Code and Reverse Billing Services* document are the current *Out-payment* schedules. TextAnywhere reserves the right to change the schedule without notice in response to mobile network operator changes.
- Automated messages sent when subscribers subscribe and unsubscribe from a TextAnywhere-managed subscription service, will be charged to your TextAnywhere account at your agreed or prevailing monthly rate.

10.3 TextPremium appropriate usage of service

- You must agree to conform to the relevant legislation associated with the provision of premium rate telecommunications services. For more information we recommend that you review guidelines issued by PhonepayPlus, the governing body for premium rate telecommunications services. PhonepayPlus was previously known as the *Independent Committee for the Supervision of Standards of Telephone Information Services* (ICSTIS). The specific *Code of Practice* relating to *premium rate services* can be downloaded [here](#).
- In running a premium rate service you agree to abide by the *TextAnywhere Terms and Conditions of Running Premium Rate Services*, available [here](#).

10.4 TextPremium termination

- The minimum contract rental period for a TextPremium Shared Short Code is one month. Termination thereafter is by serving not less than one month's written notice.
- The minimum contract rental period for a TextPremium Dedicated Short Code is three months. Termination thereafter is by serving not less than one month's written notice.

11. TextInbound numbers

A TextInbound number is rented on a monthly basis, with a minimum contract term of one month, with one month's written notice, except for Golden numbers, for which the minimum contract term is twelve months, also with one month's written notice.

TextAnywhere reserves the right to replace a client's TextInbound number under such circumstances as, for example, a network operator demands the return of a number or if the quality of the TextInbound service is not, in the opinion of TextAnywhere, at a satisfactory level. A replacement TextInbound number will always be provided.

12. Reseller relationships

Organisations appointed by TextAnywhere are able to resell TextAnywhere products and services to UK-based organisations. These organisations are known as "Resellers". A Reseller is not able to operate exclusively in any geographic or vertical market.

In selling a TextAnywhere service or product to a client, a Reseller is entitled to receive a commission on net revenue generated by the client.

The commission rate is as follows:

Product/Service	Commission %
Text Messages sent, where the unit price per Message Credit is greater than 6.0p, excluding VAT	20%
Text Messages sent, where the unit price per Message Credit is between 6.0p and 4.5p, excluding VAT	10%
Text Messages sent, where the unit price per Message Credit is less than 4.5p, excluding VAT	5%
TextEmail	20%
TextAlert	20%
TextInbound	20%
TextPremium set-up charges	20%
TextPremium monthly charge – Shared	20%
TextPremium monthly charge – Dedicated	0%
TextPremium Outpayments	0%

A Reseller signs up as a client, is assigned Reseller status and is provided with a unique Reseller Code. This Reseller Code must be entered by any clients introduced to TextAnywhere by the Reseller during their registration on the TextAnywhere website.

TextAnywhere makes available to the Reseller an online portal that provides the Reseller with details of products and services used by the clients introduced by the Reseller. This includes the number of messages sent and products purchased or rented. It does not include details of any message content.

This portal also includes the value of the commission earned by the Reseller in previous months. To claim the commission a Reseller must submit a VAT invoice to TextAnywhere for the amount being claimed. The invoice can be submitted when either the commission reaches £500, exclusive of VAT, or on a quarterly basis, whichever is soonest. TextAnywhere will pay the commission earned within 14 working days of receipt of a valid invoice. Commission needs to be claimed by the Reseller within 12 months of being earned, otherwise it will be forfeited.

TextAnywhere reserves the right to withhold commission until the Reseller's client has settled their invoices with TextAnywhere, against which the commission has been calculated.

TextAnywhere reserves the right to withdraw a Reseller's right to sell TextAnywhere products and services where in the opinion of TextAnywhere a Reseller is misrepresenting TextAnywhere or is acting in a manner inappropriate to TextAnywhere's professional image.

TextAnywhere reserves the right to withdraw a Reseller's right to sell TextAnywhere products and services without cause on giving 90 days' notice.

13. Limitation of Liability

We do not limit our liability if you die or are injured as a result of our negligence or you suffer loss as a consequence of any fraud by us.

We shall not be liable to you in contract, tort (including negligence) or otherwise for any damage or loss arising from the consequences of viruses received by you via the Services or of our failure to provide the Services in accordance with these Terms and Conditions; or any economic losses (including loss of business, contracts, profits, revenues, capital or anticipated savings), any indirect, special or consequential loss, loss of data, goodwill or reputation or for any wasted expense including but not limited to the cost of using any other service or losses caused by viruses.

Except for our liability for death or injury as a result of our negligence any liability we may have to you whether in contract, tort (including negligence) or otherwise for any loss or damage suffered by you in relation to the provision of the Services is limited to £500 in any 12 month period.

14. Intellectual Property Rights

You agree to enter into any software license agreement reasonably required by TextAnywhere in respect of any software made available to you under this agreement. Appendix 4 details the software license agreement for the TextEmail Microsoft Outlook plug-in software.

You acknowledge and agree that all intellectual property rights in the services and any associated software are vested and shall remain vested in TextAnywhere, or its suppliers, as appropriate.

15. Intellectual Property Rights Indemnities

TextAnywhere will indemnify you against all claims and proceedings arising from the infringement of any intellectual property rights by reason of TextAnywhere's provision of the services and associated software to you.

As a condition of this indemnity you must:

- (a) Notify TextAnywhere promptly in writing of any allegation of infringement;
- (b) Make no admission relating to the infringement;
- (c) Allow TextAnywhere or its agents to conduct all negotiations and proceedings and give all reasonable assistance in doing so (TextAnywhere will pay your reasonable expenses for such assistance); and;
- (d) Allow TextAnywhere or its agents to modify the services or associated software, or any item provided as part of the services or associated software, so as to avoid the infringement provided that the modification does not materially affect the performance of the services.

This indemnity does not apply to infringements caused by the use of the services in conjunction with other software not approved by TextAnywhere, or to infringements caused by designs or specifications made by you, or on your behalf. You will indemnify TextAnywhere and its agents against all claims, proceedings and expenses arising from such infringements or alleged infringements.

16. Force Majeure

We are not liable for any failure to perform our obligations if we are prevented from doing so by an event beyond our reasonable control (which may include, without limitation, strikes; labour disputes; acts of God; war; riot; civil action; malicious acts or damage; compliance with any law, governmental or regulatory order, rule, regulation or direction; any act or omission of any government or other competent authority; accident; equipment or services failure, including the unavailability of third party telecommunications services, lines, or other equipment; fire; flood or storm).

17. Data protection and privacy

TextAnywhere undertakes to comply with all applicable UK Data Protection legislation. We operate a privacy policy and reserve the right to publish the names and logos of our customers in our marketing material. We do not pass on your organisation's details to others except where necessary for the purpose of credit checking and setting up continuous payment authority.

18. Complaints/customer service

We care about our customers and endeavour to provide a complaints process that is fair, confidential and effective. TextAnywhere strives to provide a quality service to its clients at all times. If, however, we fail to meet our obligations or we disappoint you in some way, we encourage you to share with us our failings as soon as you are able to. We will then make all reasonable efforts to address your concerns within one working day.

19. Termination

You may cease use of the TextAnywhere service at any time without notice, except for the TextPremium and TextInbound services, where a previously stated written notice period is applicable.

TextAnywhere reserves the right to suspend your use of any of the services without notice in the event of inappropriate use of the service.

In the event of non-payment of overdue invoices TextAnywhere reserves the right to suspend the service on serving 7 days notice via email.

In the event of termination or suspension of service any monies owing become due immediately.

20. Variation

Except where explicitly stated in this agreement, TextAnywhere reserves the right to vary the terms of this Agreement or the nature of the Service at any time. TextAnywhere will inform you of any such changes through email, or such other medium, as TextAnywhere considers appropriate.

21. Notices

Any notices must be sent by receipted e-mail, post or delivered by hand as follows:

- To you, at the address you have given us or the email address given to us in your registration details
- To us by email by post to the contact details below.

In the case of notices sent by email, such notices shall have been deemed to be received when capable of being accessed by you. In the case of notices sent by post, such notices shall have been deemed to be received on the second business day after posting.

22. Contacts

Email: customercare@textanywhere.net
Phone UK: 08451 221302
Intl: +44 8704 296988

Address: Customer Care Team
TextAnywhere Ltd
The Oast House
9 Brewery Court
High Street
Theale
Berkshire
RG7 5AH
United Kingdom

TextAnywhere Limited is a limited company, registered in England, with company registration number 04208390 and VAT registered with number GB 781 7907 88.

Appendix 1 – Message Charges

When sending messages from TextOnline, TextCampaign, TextEmail (free-to-use version) and the Developer Toolkit, you just pay for the messages that you send. There are no set-up, monthly or ongoing charges. Similarly, there is no minimum monthly message volume and no hidden charges on any services.

For details of our discounts available to academic organisations, charities, and for any organisation settling its account by Direct Debit, please see *Appendix Three*.

1. Pre-pay account message charges

Clients can elect to pre-pay for their message credits, rather than paying on-account. Messages that are pre-paid for can be used with any TextAnywhere application.

Message credits are purchased securely online, by credit or debit card, from a client's account.

Clients who pre-pay for their message credits, purchase *Message Packs*, charged according to the following schedule:

Messages per Pack (message credits)	Message Credit Cost (excl. VAT)	Message Pack Cost (excl. VAT)
250	7.5p	£18.75
500	6.9p	£34.50
1,000	6.4p	£64.00
5,000	5.7p	£285.00
10,000	4.9p	£490.00

Messages purchased through *Message Packs* expire if not used within twelve months.

2. Credit account message charges

The following table represents the published pricing for the sending of SMS text messages from all applications for clients who have post-pay, credit accounts, invoiced at the end of each month:

Monthly SMS Volume	Message Credit (pence, excl. VAT)
1 – 250	10.00p
251 – 1,000	8.50p
1,001 – 5,000	7.50p
5,001 – 10,000	7.00p
10,001 – 25,000	6.00p
25,001 – 50,000	5.00p
50,001 – 100,000	4.60p
100,001 – 250,000	4.25p
250,001 – 500,000	3.95p
500,001+	Please contact us

All messages are charged at the rate applicable to the total monthly message volume. So, for example, if you were to send 1,250 messages in one month, ALL messages would be charged at 7.5p, plus VAT.

All message pricing (on both post-pay and pre-pay accounts) **includes** the *Interconnect Fee* (approximately 3.0p), payable to the receiving network operator (Vodafone, O2 etc.) for delivering your messages. This is now applicable for all UK operators and many other European operators too. This fee ensures that our messages are treated as *First Class* messages and are delivered as swiftly as they possibly can be.

To ensure we provide the highest quality of message delivery, we send all of our messages through UK operators.

We refer to a "*Message Credit*" rather than a "*Message Cost*" because the actual cost of the message is determined by the country in which the recipient's mobile phone is registered.

For example, sending a message to a UK mobile phone costs 1 Message Credit, yet sending a message to a Spanish mobile phone costs 1.4 Message Credits.

The volume-pricing schedule is based on all messages sent across a client's account from all applications in total, rather than applying to each application individually.

Appendix 2 – Application Charges

1. Free-to-use applications

The following applications are free to use – you just pay for the messages that you send:

1. TextOnline
2. TextCampaign
3. TextEmail (non-chargeable option)
4. Developer Toolkit

There are no other set-up, monthly or ongoing charges. Similarly, there is no minimum monthly message volume and no charges are levied on replies or inbound messages.

2. TextEmail Outlook plug-in

The TextEmail plug-in for Microsoft Outlook and Outlook Express is purchased online from within your account. Once purchased and allocated to a user, the user receives an email with a link from which the application can be downloaded and installed.

The plug-in is purchased and licensed on a per-user-email address basis. The following table represents the published pricing for TextEmail:

Volume purchased	Unit price (£, excl. VAT)
1 – 10	£25
11 – 25	£20
26 – 100	£18
101 – 250	£16
251 – 500	£15
500+	Please contact us

Should you wish to reallocate a license from one user's email address to another user's email address, you will need to contact TextAnywhere who will effect the reallocation. An administration fee of £10 will be charged.

2. TextInbound

The only charge associated with the use of the TextInbound service is for the monthly rental of the inbound phone number.

Each TextInbound number is purchased and set-up online from within your account. No additional software is required. Once set-up, a monthly charge for each TextInbound number becomes due.

The monthly charge is £25 plus VAT per TextInbound phone number, with a minimum contract period of one month, with one month's notice.

It is possible to source more memorable “Golden” TextInbound numbers. These are eleven digit numbers that, for example, end in “0000” or “1212”.

Golden TextInbound numbers are available by contacting TextAnywhere directly and are charged at £65 plus VAT per month, per number, with a minimum contract period of 12 months.

3. TextPremium

Charges for the TextPremium service fall in to two areas: a set-up fee and a monthly rental of your *Short Code*. The set-up fee is a single one-off fee for setting-up a single *Short Code* and your designated *Keywords*. The charges are as follows:

Short Code Type	Set-up Charge	Monthly Charge	Inbound Message Charge
Shared , with up to three keywords *	£59	£95	N/A
Dedicated , with unlimited keywords	£595	£795	N/A
Toll-free Dedicated , with unlimited keywords	£645	£845	7.5p

The Out-payments associated with the TextPremium service are documented within the companion *TextPremium: A Guide to Short Code and Reverse Billing Services*, available by clicking [here](#).

* Two complimentary keywords will be provided, if required, when one keyword is purchased at the full monthly charge.

4. TextAlert

Each TextAlert is purchased and set-up online from within your account. No additional software is required.

Each TextAlert is charged at £10 plus VAT per month.

Appendix 3 – Direct Debit and Qualifying Organisation discounts

1. Direct Debit Discount

A discount of 5% is applicable for credit accounts that are settled by Direct Debit. Please complete the [Direct Debit form](#) and send it back to our Theale office.

2. Qualifying Organisation Discount

UK organisations belonging to the following industry sectors can take advantage of the TextAnywhere discount scheme:

- Academic organisations: schools, colleges and universities
- Armed Forces: Army, Navy, and RAF
- Charities
- Emergency Services: Ambulance, Fire, and Police
- Housing Associations
- NHS: including PCTs, hospitals, surgeries, and practices

A qualifying organisation is entitled to receive a **15%** discount on all TextAnywhere services. This includes message charges, copies of TextEmail, TextInbound numbers, TextAlerts and our TextPremium shared short code services.

The discount is applicable to both credit account and pre-pay clients. To ensure this discount is applied to your account, please tick the appropriate box during registration or contact us directly.

A qualifying organisation that settles its account by Direct Debit is entitled to both discount schemes.

Appendix 4 – TextEmail Outlook Plug-in End User License Agreement

IMPORTANT READ CAREFULLY. By installing, copying or otherwise using the TextEmail software you agree to all the terms of this agreement (“license”).

1. GRANT OF LICENSE – TextAnywhere Limited (TextAnywhere) grants you a non-exclusive non-transferable license with the following rights and obligations:

- **Software.** You may install, use, access, display, run, or otherwise interact with ("RUN") one copy of the SOFTWARE, on a single computer, workstation, terminal, or other digital electronic device ("COMPUTER") to be used by a single email address on that COMPUTER. The primary user of the COMPUTER on which the SOFTWARE is installed may make a second copy for his or her exclusive use on a portable computer
- **Storage/Network Use.** You may also store or install a copy of the SOFTWARE on a storage device, such as a network server, used only to RUN the SOFTWARE on your other COMPUTERS over an internal network; however, you must acquire and dedicate a license for each separate COMPUTER on which the SOFTWARE is RUN from the storage device. A license for the SOFTWARE may not be shared or used concurrently on different COMPUTERS.
- **License reallocation.** Should you wish to reallocate a license from one user's email address to another user's email address, you will need to contact TextAnywhere who will effect the reallocation. An administration fee may be chargeable.

2. INTELLECTUAL PROPERTY RIGHTS – All title and intellectual property rights in and to the software are owned by TextAnywhere or its suppliers. All rights not expressly granted are reserved by TextAnywhere.

3. RESTRICTIONS ON USE - You may not rent, lease, distribute, sublicense or otherwise transfer the Software to any third party. You may not reverse engineer, disassemble or create derivative works of the Software.

4. WARRANTY DISCLAIMER - The Software is supplied 'as is' without warranty of any kind whether express or implied. TextAnywhere and its suppliers will not in any event be liable for any loss, including consequential loss, arising out of or in any way related to the use of or inability to use the software. **In any event liability shall be limited exclusively to the amount of the License fee paid.**

In no event does TextAnywhere authorise you to use TextEmail in applications or systems where failure to perform can reasonably be expected to result in significant physical injury, or in loss of life. Any such use by you is entirely at your own risk, and you agree to hold TextAnywhere and its suppliers harmless from any such claims or losses relating to such unauthorised use.

5. GENERAL – This license is the complete statement of the agreement between the parties on the subject matter and supersedes all other or prior understandings, purchase orders, agreements and arrangements. This license shall be governed by the laws of England.