CCS Service Agreement – Cover Sheet

GENERAL CUSTOMER INFORMATION	
Corporate Name (Full Legal Name)	
Address	
Website	
VAT No.	
Country of Incorporation/Registration	
Incorporation/Registration No.	

PHONE, FAX AND EMAIL INFORMATION - Changes to your account will be discussed with the Primary Contact. Invoices will be sent to the Accounts Payable Contact, with a copy to the Primary Contact. In the event of any changes to the details on this Cover Sheet, you must provide us with the updated information at least 5 days before the change takes effect.

	Primary Contact	Accounts Payable Contact
Name (First, Last)		
Title		
Phone		
Fax		
Email		

PRICE PER MESSAGE SENT	MINIMUM MONTHLY VOLUME
Number validation 0.6p	**N/A**

All capitalised terms on this Cover Sheet shall have the meaning given to them in the Terms of Service.

Authorisation and Effectiveness:

The undersigned represents to CCS that he or she is a duly-authorised representative and signatory of the corporate entity named below, and that the information provided in this Cover Sheet is complete and accurate. The corporate entity named below accepts the Terms of Service. The Agreement shall be effective on the date determined by Section 5 in the Terms of Service.

Complete Communication Solutions Limited

By: _____

Name: D. Swailes

Title: Director

Date: 12th December 2018

[FULL LEGAL NAME OF CUSTOMER]

By: _____

Name:

Title:

Date:

CCS - Terms of Service -1 February 2016

Introduction

The Agreement contains the legal terms and conditions that govern our provision of Services and your use of and access to the Services. You are entering into the Agreement with Complete Communication Solutions Limited otherwise referred to as "we", "our", "us" or "CCS". By signing the Cover Sheet or electronically accepting the Terms of Service or using the Services, you agree to and are legally bound by the Agreement. If you do not accept all of the terms contained in the Agreement, you may not use the Services. Any individual person, who accepts the Agreement on behalf of an Entity, represents to CCS that it has the authority to bind such Entity to the Agreement. In the Agreement: (i) the Entity represented by the individual accepting the Agreement; or (ii) the actual individual, where the individual enters into the Agreement as a sole proprietor or trader, shall be referred to as "you" "your" or "Customer".

If you have a Prior Agreement, it shall be deemed terminated (to the extent it covers the Services provided pursuant to these Terms of Service and/or a Service Order) upon the applicable Service Start Date and without prejudice to any of CCS's accrued rights and your accrued liabilities under such Prior Agreement. Your use of and access to the Services are subject to additional terms that include without limitation the Supplemental Terms. Supplemental Terms may be presented or made available to you through means determined by us.

We reserve the right (but are not obliged) to provide certain Services to you under the Agreement without a Service Order. Capitalised terms in the Agreement shall have the meanings given to them in Section 19 of these Terms of Service unless otherwise defined in an applicable Section of the Agreement.

1. License

(a) License**.** Subject to the Agreement, you will have a limited, non-exclusive, non-transferable, non-sub-licensable right to use the applicable Services in accordance with the Agreement, and to permit Service Users to use the same. Such right shall be immediately revoked without notice upon the earlier of termination of: (i) the Agreement; (ii) the applicable Service Order; or (iii) the applicable Service.

(b) License Restrictions**.** You will not (and will not allow Service Users or non-service Users) to: (i) reverse engineer, decompile, copy or disassemble the Services; (ii) market, sell (subject to Section 1(c)), sublicense, rent, lease, or otherwise distribute the Services, in whole or in part; (iii) modify, upgrade, improve, enhance or create derivative works of any portion of the Services for any purpose (including without limitation error correction or any other type of maintenance); or (iv) remove, obscure, or alter any identification, proprietary, copyright or other notices in the Services.

(c) Resale. You may resell the Services provided that: (i) use of the Services by Service Users and any of their acts and omissions are deemed to be your use of the Services and your acts and omissions, (iii) each Service User is legally bound by an agreement, which is at least as protective of CCS's rights and the Services as this Agreement, (iv) no Service User shall be a third party beneficiary to the Agreement, (v) as between us and you, Data shall be deemed to belong to you and no other party, and (vi) you shall not (and shall ensure that any Service User shall not) use CCS or CCS's Affiliate trademarks, trade names or branding or make any representations with respect to the Services that are inconsistent with any express CCS representations in the Agreement.

(d) Numbers, Codes and Domains. You acknowledge and agree that neither you nor any third party shall have any intellectual property rights and/or other proprietary interests in any Numbers, Codes or Domains made available to you under the Agreement. You will not take any action that would cause you or any third party to acquire any intellectual property rights and/or other proprietary interest in any Numbers, Codes or Domains. We may withdraw or suspend such Numbers, Codes and Domains at any time to comply with Relevant Laws and/or an order, instruction, or request of a Service Provider, Regulator, court or other competent authority.

2. Conduct.

You agree that you will not, and will not encourage or permit any party (including but not limited to Service Users) to, access or use the Services: (a) other than as expressly prescribed by the Agreement; (b) in violation of: (i) Compliance Rules or Relevant Laws or (ii) applicable third party licenses; (c) to send spam or unsolicited messages or other communications; (d) in any manner that is infringing, obscene, threatening, libelous, unlawful, or in violation of any third party rights; (e) to breach, interfere or attempt to interfere with any requirements, procedures, policies, or regulations of any mobile industry association, Regulator or any Service Provider; (f) to facilitate the transmission or use of any: (i) malicious code (including malware, viruses, worms, and Trojan horses); (ii) traps, time bombs, or other code with a latent ability to disable or cripple software or services; or (iii) code that would allow any third party to interfere with or access any Data; (g) to circumvent, disable, violate, or otherwise interfere with the security or integrity of the Services, their operation, any networks or servers used in connection with the Services, or any activity being conducted in or in relation to the same (or attempt at any of the foregoing); (h) to gather, store, upload or otherwise transmit any Data for which you do not have a right to do so; or (i) to impersonate any person or entity. Additionally, you agree to promptly comply with all requests for documentation and information we make relating to your use of the Services.

3. Your Responsibilities

(a) Your Account**.** You are solely responsible for your Account, all activities conducted in connection with your Account, and the accuracy of all information provided by or to you relating thereto, including without limitation, contact, technical, campaign and payment information, the Credentials, and for protecting and safeguarding the foregoing. You will promptly update any Account Information if it changes and notify us of any unauthorised use of your Account and/or Credentials, and any related security breach. You will only connect to the Services through your Account and using only the Credentials.

(b) Content and Monitoring. You are solely responsible for all Content, and the storage and transmission of the Content must comply with the Agreement. We may (but have no obligation to) monitor your use of the Services at any time, with or without notice.

(c) Data Protection and Privacy**.** You acknowledge and agree to our Privacy Policy. You grant us a royalty-free, worldwide, irrevocable and perpetual license to retain, store, use, and disclose the Data solely: (i) in connection with our provision of the Services, (ii) for our internal purposes, (iii) to protect the

operation of the Services, (iv) to create aggregated, anonymous data, including for usage statistics, and (v) to satisfy applicable legal, accounting or regulatory requirements. Each party shall comply with its obligations under applicable Data Protection Laws in respect of any Personal Data processed under the Agreement. You warrant, represent and undertake to us that you have all necessary rights, licenses and consents to provide us with Data for these purposes. You and we acknowledge that in relation to your processing activities on our platform, you are the Data Controller and we are the Data Processor. Where you are the Data Controller and we are the Data Processor, we will process such Personal Data in accordance with the terms of the Agreement and our duties as a Data Processor under applicable Data Protection Laws. In parallel and in accordance with Recital 47 of the European Data Protection Directive 95/46/EC, you acknowledge that we shall act as an independent Data Controller with respect to the processing of Personal Data which is necessary for the operation of the Services which shall include any information processed for the purpose of the conveyance of a communication on an electronic communications network or for the billing thereof.

(d) Service Users. You shall remain fully liable to us for any use of the Services by Service Users (whose acts and omissions shall be considered to be your acts and omissions).

(e) Records & Consents. You will maintain accurate and complete records of your performance under the Agreement during the term and as required under the Compliance Rules and Relevant Laws. Upon reasonable written notice, you shall provide copies of any such records to CCS or its representatives shall be entitled to disclose any such records (and to carry out audits of your premises and systems, upon reasonable written notice) where required by any Service Provider, Regulator or other competent authority. Without limiting the generality of any other provision of the Agreement, prior to using the Services to send Content to any third party, you shall obtain verifiable informed consent in accordance with Relevant Laws, and shall maintain a record of each such consent. You shall provide a reasonable and readily accessible method for third parties to revoke this consent and, at our request, shall provide us with verifiable evidence to establish informed consent from such third party (to our satisfaction).

4. Payments and Pricing.

(a) Post-pay Customers. Where you have signed a Service Order for a Service, you shall be a post-pay Customer (unless stated otherwise in that Service Order). You will pay us the Fees and all other invoiced amounts within seven (30) days of invoice date (or such alternative period specified in the applicable Service Order or determined by us). Unless stated otherwise in a Service Order, the Fees shall be calculated in accordance with rates and pricing, which we make available to you (by means determined by us) from time to time. Unless stated otherwise in a Service Order, all Non-Recurring Fees may be invoiced monthly in arrears, and all Recurring Fees and One-Time Fees may be billed in advance. All Fees and other sums shall be billed in the applicable currency stated in the Service Order. All sums will be paid by the method determined by us in our sole discretion.

(b) Pre-pay Customers. Unless you have signed a Service Order for a Service, you will be a pre-pay Customer. You will pay us the Fees and all other amounts payable to us through prepayments made by you on your Account. The Fees shall be calculated in accordance with the rates and pricing, which we make available to you (by means determined by us) from time to time. You will not earn interest on any Credit Balance held by us. You shall not be entitled to a refund of an unused Credit Balance under any circumstances. We may deduct or offset from your Credit Balance, any sums you owe to us, which may include but are not limited to Fees. All Recurring Fees and One-Time Fees may be deducted in advance of the applicable Service being provided and all Non-Recurring Fees may be deducted after the applicable Service is provided. Payments received from you will be deposited in the currency selected during Account creation. We support GBP and EUR as standard and may be able to support other currencies on a case-by-case basis. All Fees and other sums due will be deducted from this Credit Balance in the same currency (subject to Section 4(e) below). Every Service on an Account will deduct Fees and other sums due from the same Credit Balance. You will lose the right to any Credit Balance and such Credit Balance shall be permanently assigned to us without further notice (and without prejudice to our other rights and remedies), where; (i) we suspend the Services more than once due to your breach of the Agreement; or (ii) such Credit Balance has not been used within 365 days of it being credited.

(c) Set-Off. You will not have a right of any type of deduction or set-off unless required by Relevant Laws. If any such set-off is required by Relevant Laws, you shall, when making the payment to which the withholding or deduction relates, pay to us such additional amount as will ensure that we receive the same total amount that we would have received if no such withholding or deduction had been required.

(d) No Waiver. No omission or delay by us in invoicing any sums and/or deducting them from a Credit Balance shall prohibit us from raising an invoice and/or deducting them from a Credit Balance at a later date nor shall it relieve you of your liability to pay.

(e) Currency. If the pricing for the Services in a Service Order (or otherwise) is expressed in a currency other than UK Sterling, then we reserve the right, with respect to the applicable Services and at the time when a payment obligation arises, to convert those sums expressed in non-UK Sterling into UK Sterling at our then-current conversion rate. Currency exchange fluctuations may result in changes to the final amount charged. We are not responsible for any currency exchange rate fluctuations or charges.

(f) Credit Limit. Your Credit Limit shall be as notified by us to you from time to time. If we determine that the Accrued Liability exceeds the Credit Limit, you shall pay, within twenty-four (24) hours of notice from us, such amount as we determine is necessary to (i) reduce the Accrued Liability to the same or less than the Credit Limit and, (ii) ensure the Credit Limit shall not be exceeded prior to the next invoice due date. You consent to and shall procure that your owners, directors, officers and assigns consent to, CCS carrying out searches with credit reference agencies relating to your creditworthiness and financial status.

(g) Fee Changes. Unless expressly stated otherwise in the Service Order, we reserve the right to change the pricing used to calculate the Fees at any time (with or without notice).

(h) General. Fees and are non-refundable. For any invoice you fail to pay by its due date, we may charge you a late penalty on the amount overdue each day it is overdue until it is paid whether before or after judgment, equal to the lesser of: (i) the maximum legally permissible interest rate, or (ii) an interest rate of five percent (5%). The Fees payable shall be calculated by reference to data recorded or logged by us and not by reference to any data recorded or logged by you. Any invoices issued by us shall, save in the case of manifest error, be final, conclusive and binding on you. You may dispute an invoice in good faith, but must do so within

seven (7) days of the invoice date, otherwise you will be deemed to have irrevocably waived all rights and claims concerning such invoice. CCS may setoff amounts owed by you under the Agreement or any other agreement you have with CCS or any of its Affiliates. Each party shall bear the costs imposed by their own bank when making and receiving payments under the Agreement.

5. Term and Termination, Suspension, Survival

(a) Term and Termination. The Agreement takes effect as of the earlier of: (i) your use of any Services, (ii) both parties executing the Cover Sheet, or (iii) your electronic acceptance of the Terms of Service, and will continue until terminated in accordance with the terms of the Agreement. Each Service Order will come into effect on the Service Order Effective Date. Unless terminated in accordance with the Agreement, each Service shall automatically renew for a Renewal Term upon expiry of its Initial Term or then current Renewal Term. Subject to Section 5(c), either party may terminate any Service Order and/or Service with no less than thirty (30) days' notice to the other. We may also terminate a Service Order or Service for convenience on less than thirty (30) days' notice where for operational reasons we can no longer make the applicable Service(s) available to you (including but not limited to where the Service has been withdrawn by a Service Provider). Termination of a Service Order shall trigger termination of all Services under it on the same date. Either party may terminate the Agreement for convenience, upon notice, if no Service Orders are in effect. We may terminate the Agreement (in whole or in part) for cause, immediately upon notice to you, should (i) you file for bankruptcy or otherwise become insolvent, (ii) a liquidator, administrator or receiver be appointed in respect of the whole or part of your assets or undertaking, (iii) you enter into (or propose to enter into) an arrangement with your creditors, (iv) anything analogous to Section 5(a) (ii) or (iii) occur in any jurisdiction, (v) a suspension of the Services under Section 5(b) continue for more than five (5) consecutive days, (vi) you do not substantially use the Services for a consecutive period of six (6) months or longer, or (vii) you breach the Agreement and fail to cure such breach within five (5) days of your receipt of notice of the same.

(b) Suspension. We may suspend all or any part of the Services: (i) in our sole discretion, if not doing so would have a detrimental effect on the Services or our provision thereof, (ii) if the Accrued Liability exceeds the Credit limit, (iii) to comply with Relevant Laws and/or an order, instruction, or request of a Service Provider, Regulator, court or other competent authority, (iv) where you fail to pay any Fees or ETC in accordance with the Agreement; or (v) if we otherwise find it necessary to do so in order to maintain or to protect our interests (including without limitation, for any breach or potential breach of the Agreement). In addition to our right to terminate or suspend the Services, you acknowledge that we reserve the right to temporarily disable access to the Services (or any portion thereof) for maintenance purposes. Suspension under this section does not waive the obligation of any payment obligations under this Agreement.

(c) Early Termination Charge (ETC). Where a Service terminates on a date other than the date of expiration of an Initial Term or a Renewal Term, we reserve the right to charge an ETC, which you shall be liable to pay within seven (7) days of an invoice from us. This Section shall not apply where we have terminated for convenience or you have terminated for cause.

(d) Survival. The following provisions will survive the termination of the Agreement and the termination or expiration of each Service Order or Service (together with any other provisions of the Agreement which expressly or impliedly survive termination): Sections 3(e), 4, 5, 6, 8, 9, 10, 11, 12, 13, 16, 17, 18 and 19. The termination of the Agreement and the termination or expiration of any Service Order or Service shall be without prejudice to our accrued rights and your accrued liabilities.

6. Ownership. You retain all rights and ownership in Data. We do not claim any ownership rights in Data. Except for rights expressly granted herein, we grant no implied licenses, and we hereby reserve all rights not so granted. You acknowledge that we retain all sole and exclusive ownership of all right, title and interest in and to the Services and our Confidential Information (defined below), including all intellectual property rights thereto, and at no time will you dispute or contest our exclusive ownership rights in any of the foregoing. If you provide any Feedback, we will own such Feedback and may use and modify the Feedback without any restriction or payment to you.

7. Changes. Except as expressly stated in a Service Order, we reserve the right, in our sole discretion and with or without notice from time to time, to modify or update any Services (including but not limited to the features, scope, reach and functionality). Additionally, we may amend the Agreement (or any part thereof), and such amendment will take effect on the date we designate (or upon expiration of the minimum period of notice we are required to provide under Relevant Law). Further and without limit, we specifically reserve the right to make changes to the Terms of Service by publishing a revised version as may be updated by us from time to time. If an amendment to the Agreement or Services is to your material detriment, you may terminate either: (i) the affected Service Order; or (ii) the affected Service, upon written notice within thirty (30) days following the effectiveness of such amendment (or by the date which you are entitled to terminate under Relevant Law).

8. Relevant Laws and Compliance Rules. You shall (and shall ensure that your customers, Affiliates, employees, contractors and agents shall) ensure that all use of the Services and all Data complies with Relevant Laws and the Compliance Rules. You shall provide (and shall ensure that your customers, Affiliates, employees, contractors and agents shall provide) all co-operation as is required by us to enable us to comply with requests and investigations by Regulators, law enforcement agencies and Service Providers relating to the Services and Data.

9. Warranties

(a) Warranties. Each party represents and warrants it has the necessary authority to enter into and perform the Agreement, and that such performance does not violate or breach any other agreement to which it is a party. We warrant that the Services will be provided with the reasonable degree of skill, care, diligence, prudence and foresight to be expected of a competent provider of the Services. Additionally, you represent and warrant that you will fully comply with the Agreement, and that the Content and your use of the Services do not and will not cause any breach of the Agreement.

(b) Disclaimer. Except as expressly stated in the Agreement, we provide the services on an "as is" and "as available" basis. We make no representations or warranties with respect to the Services and Data, and we do not warrant that the Services will be secure, uninterrupted, timely, or error-free or that Content will be delivered. To the fullest extent permitted by law, we disclaim and the Agreement excludes any implied or statutory warranty, including any warranty of title, non-infringement, merchantability or fitness for a particular purpose. You acknowledge that there are risks inherent in network connectivity that could result in the

loss of your privacy, Data, Confidential Information and property. You further acknowledge that CCS does not control networks of third parties (including without limitation Service Providers and their networks) and CCS is not responsible for the impact on the Services by the action or inaction of such networks or third parties.

10. Indemnification

(a) Indemnification by Us. We will indemnify, hold harmless and defend you from and against any and all Losses arising out of or relating to any Claim from a third party (other than one of your Affiliates) arising from or relating to any proven infringement of the intellectual property rights of such third party by your use of the Services in accordance with the Agreement. This indemnity is subject to you (i) providing us with prompt written notice of any Claim; (ii) providing us with sole control and defense of the Claim, including any settlement; (ii) not making any admission of liability or otherwise acting in any manner which prejudices our ability to fully defend the Claim; (iii) providing us with any reasonable co-operation we require. We may (at any time) in our sole discretion: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for your continued use of that Service in accordance with the Agreement, or (iii) terminate your subscription to that Service upon written notice and refund you any prepaid Fees relating to such part of the Services which have not been provided by the effective date of termination. This Section 10 (a) shall not apply to the extent the relevant Claim arises as a result of any: (i) Data; (ii) use or exploitation of the Services by you or any Service User in any manner which breaches the Agreement; (iii) combination or integration of the Services with anything not provided by us. .

(b) Indemnification by You. You will indemnify, keep indemnified, hold harmless and defend us from and against any and all Losses arising out of or relating to any and all: (a) Claims arising from or relating to Data; and (b) Claims arising from or relating to use of the Services (whether by you or any Service User); (c) Claims from Service Providers as a result of any Claims brought by you against such Service Providers in relation to the Services or this Agreement; (d) Claims by Service Users against CCS; and (e) breaches of Sections 1, 2 and/or 3 of these Terms of Service.

11. Limitation of Liability.

(a) Subject to Section 11 (c), neither party will be liable to the other under (or in connection with) the Agreement (whether for breach of contract, negligence, misrepresentation, statutory duty or otherwise) and regardless of the nature of the claim, action or demand, for (i) any incidental, indirect, special, punitive or consequential losses of any kind, (ii) loss of profits, data (including but not limited to corruption of data), business opportunities, contracts, revenue, goodwill, anticipated savings, or financial loss of any kind (whether any of the types of loss referred to in this Section 11 (a)(ii) are direct, incidental, indirect, special, punitive or consequential losses).

(b) Subject to Section 11 (c), neither party will be liable to the other under (or in connection with) the Agreement (whether for breach of contract, negligence, misrepresentation, statutory duty or otherwise) and regardless of the nature of the claim, action or demand, for any amounts exceeding fifty thousand UK Pounds (£50,000) in the aggregate where your Agreement is with CCS.

(c) Nothing in the Agreement either limits or excludes the liability of: (i) either party in relation to an indemnity given by it under section 10; or (ii) you for your payment obligations. Further, the parties agree that nothing in this Agreement is intended to or has the effect of limiting or excluding liability in any way or to an extent that is prohibited by applicable law.

12. Confidentiality. Each party will, during the Term and thereafter, maintain in confidence the Confidential Information of the other party and will not use such Confidential Information except as expressly permitted herein. Each party will use the same degree of care in protecting such Confidential Information as such party uses to protect its own confidential information from unauthorised use or disclosure, but in no event less than reasonable care. Each party will use such Confidential Information solely for the purpose of carrying out its respective rights and obligations under the Agreement. In addition, each party: (a) will not reproduce such Confidential Information, in any form, except as required to accomplish its rights and obligations under the Agreement; and (b) will only disclose such Confidential Information to its affiliates, employees and consultants who have a need to know such Confidential Information in order to perform their rights and obligations relating to the Agreement and have been informed of the obligation to preserve the confidentiality of such information prior to receiving such information. Notwithstanding the foregoing, Confidential Information will not include information that: (a) is in or enters the public domain without breach of the Agreement through no fault of the receiving party; (b) the receiving party can reasonably demonstrate was in its possession prior to first receiving it from the disclosing party; (c) the receiving party can demonstrate was developed by the receiving party independently and without use of or reference to the Confidential Information; or (d) the receiving party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Either party may disclose Confidential Information of the other party (and we may disclose any Data) to the extent required by law, Regulators or Service Provider request.

13. Publicity. You hereby grant us a limited, non-exclusive, non-transferable, royalty-free, non-revocable, perpetual, non-sub-licensable license to display your trade names, trademarks, service marks, logos, domain names and the like for the purpose of promoting or advertising that you use or have used the Services, including on our website, in press releases and in other media.

14. Beta Releases & Value-Added Services. We may, from time to time, make available in our sole discretion pre-release versions of the Services or components thereof (each a "Beta Release"). Beta Releases may be changed, terminated or suspended without notice and are offered solely on an "as-is", "where-is" basis. Additionally, certain features of the Services (including but not limited to certain types of Service interface) may be made available to you through without the charging of additional Fees. We reserve the right to charge for such features of the Services at any future date and will notify you in advance of the applicable rates upon which the Fees for such features will be calculated.

15. Test Accounts. We may make an Account available to you for the purposes of testing of certain Services (with or without a test Account Service Order, at our discretion). The terms of the Agreement shall govern your use and access to such test Account and test Services. You shall ensure that the test Account and test Services are used only for the purpose of testing, and not for any productive, commercial or other purpose (such restriction prevailing over any other provision to the contrary in the Agreement). You shall comply with any relevant instructions or protocols we notify you of in relation to the test Account and test Services. The Fees for such test Account and test Services shall be as determined by us from time to time. You agree that we can

withdraw such test Account and test Services at any time (with or without notice to you).

16. Governing Law and Venue. The law of England governs the Agreement (and any non-contractual matters arising out of it), and the parties agree to the exclusive jurisdiction of the courts in London, England (including without limit, in relation to non-contractual matters). We may however bring enforcement proceedings against you in any jurisdiction.

17. Notice. CCS may provide all written notices hereunder to any email address under your Account, effective upon transmission. If an email address under your Account is not valid, or we for any reason are not capable of delivering to you any notices required/permitted by the Agreement, our dispatch of the email containing such notice will constitute effective notice. We may also give notice to you at the postal address listed on the Cover Sheet, which shall be deemed effective on the date of dispatch. You may give notice to us at: Complete Communication Solutions Limited, The Moat House, 133 Newport Road, Stafford, Staffordshire ST16 2EZ. Such postal notice will be deemed effective when received by us by letter delivered by nationally recognised overnight delivery service or recorded prepaid mail at the above address.

18. General. Neither party will be liable for failures or delays in the performance of its obligations hereunder due to causes beyond its reasonable control, including, without limitation, in respect of the provision of the Services, failures or delays caused by Service Providers, any act of God, terrorist attacks, inclement weather, accidental damage, vandalism, failure or shortage or power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, compliance with Relevant Laws, any act or omission of Government or other competent authorities. The parties are independent contractors, and there is no partnership, joint venture, employment, and franchise or agency relationship created by the Agreement. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent. You shall not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under the Agreement. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement without your consent however, you shall, if we require, execute such deeds and/or documents as may be necessary or required by us to give effect to any such dealing in such rights and/or obligations. A waiver of any provision of the Agreement must be made in writing to be effective, and our waiver of a breach of any provision or right contained in the Agreement will not constitute a continuing waiver or waive any subsequent breach or right. You shall, in relation to this Agreement, comply with all Relevant Laws which are applicable to you, including but not limited to export control laws and regulations, economic, trade and financial sanctions laws, regulations, embargoes, restricted state lists or restrictive measures administered. If any provision of the Agreement is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the parties' intention, and the remaining provisions will not be affected. The Supplemental Terms will prevail in the event of a conflict with the Terms of Service, but only to the extent such conflicting term relates to the Services governed by those Supplemental Terms. In all other cases, the Terms of Service will prevail in the event of a conflict with another part of the Agreement, unless such other part of the Agreement intends and expressly states that the specific term supersedes. Further, the fact that a part of the Agreement does not contain a provision relating to particular matter, which another part of the Agreement does have a provision for, shall not be deemed to give rise to a conflict. Any CCS Affiliate is entitled to enforce any provision of this Agreement, which confers a benefit on it (however the consent of such CCS Affiliate shall not be required to amend or terminate the Agreement in accordance with its term). There are no other third party beneficiaries to the Agreement and any Relevant Law, which may grant third party rights, is expressly excluded. The Agreement is the parties' entire agreement relating to its subject, and supersedes any and all prior oral and written proposals, agreements, understandings and contemporaneous discussions between the parties as to the subject matter. Neither party has entered into the Agreement (or any part thereof) in reliance upon and nor shall they have any remedy in respect of, any representation or statement (whether made by the other party or any other person) which is not expressly set out in the Agreement. The only remedies available for breach of any representation or statement which was made prior to entry into the Agreement (or any part thereof) and which is expressly set out in the Agreement shall be for breach of contract (although nothing in this Section shall be interpreted or construed as limiting or excluding the liability of either party for any type of fraud). The terms contained in any purchase order, order form or similar document, will have no force or effect, and will not be binding upon us. The parties may sign the Agreement (or any part thereof) electronically and in counterparts, each of which is deemed an original and, together, comprise a single document. Each party to this Agreement agrees to use electronic signatures; and be subject to the provisions of the applicable national laws governing electronic signatures.

19. Definitions

"**Account**" your account with us for the Services.
"**Account Information**" information you supply in relation to your Account.
"**Accrued Liability**" when calculated at any given time, the total Fees and ETC's invoiced under the Agreement which remain unpaid, plus the unbilled but accrued Fees and ETC's.
"Affiliate" an entity that directly or indirectly controls, is directly or indirectly controlled by, or is under common direct or indirect control with, a party. For purposes of this Agreement, "control" of any entity shall mean ownership of a majority of the voting equity interests or profit interests in such entity.
"**Agreement**" the (i) Terms of Service; (ii) Service Order/s; (iii) Change Order/s; (iv) Supplemental Terms; (v) Cover Sheet (if any); and (vi) Privacy Policy.
"**Confidential Information**" all information disclosed (whether in oral, written, or other tangible or intangible form) by a party to the other party concerning or related to the Agreement (whether before, during or after the Term), which the receiving party knows or should know, given the facts and circumstances surrounding the disclosure of the information, is confidential information of the disclosing party. Our Confidential Information includes, but is not limited to, the Agreement, our pricing, our intellectual property rights and the Services.
"Change Order" the document provided by us (and entered into by both you and us) which details changes to Service Orders, Services, Fees and other Service related terms (and which is governed by the Terms of Service).
"**Claim**" claim, action, demand, allegation or proceeding brought or made.
"Compliance Rules" rules and restrictions (as may be updated by us from time to time) pertaining to the use of the Services.

"Content" messages, information, data, text, software, music, audio, photographs, graphics, video, messages or other materials stored or transmitted via the Services in any medium.
"**Cover Sheet**" any cover sheet to which these Terms of Service are attached or incorporated by reference.
"Credentials" names, passwords and other information provided to you or created in accordance with our policies.
"Credit Balance" a credit balance on a prepay Customer's account.
"Credit Limit" the aggregate credit limit of all sums payable by you to us which is applied by us to your Account.
"Data" Account Information, Content, Personal Data and any other information made available to us in connection with the use of the Services.
"Data Controller" has the meaning given to it in the applicable Data Protection Laws.
"Data Processor" has the meaning given to it in the applicable Data Protection Laws.
"Data Protection Laws" the Relevant Laws relating to the collection, use, storage or disclosure of information about an identifiable individual.
"Documentation" the technical documentation made available to you by us regarding any portion of the Services, which includes without limitation the relevant Service Specification(s).
"Domain" any URL supplied by us for access to or use within the service.
"Entity" a corporation, company, body corporate, unincorporated association, state, governmental or statutory body or authority, and/or a partnership.
"ETC" the early termination charge, which unless specified otherwise in a Service Order, shall be 100% of any monthly Recurring Fees (where charges are billed monthly) for a Service (including but not limited to the minimum monthly fee) payable for the remainder of the Initial Term or Renewal Term, as applicable. For any Fees billed annually in advance, the ETC shall be 100% of the annual Fee.
"Fees" the charges payable for the Services including but not limited to Recurring Fees, Non-Recurring Fees and One-Time Fees.
"Feedback" the ideas, suggestions or recommendations on the Services provided by you.
"Fine" any and all fines, penalties, refunds, charges, debits, deductions, legal fees and costs incurred by or other sums payable to a Service Provider or Regulator.
"Initial Term" in respect of a Service, is the minimum period (commencing on the Service Start Date), which you are committed to purchase that Service. Unless detailed otherwise in a Service Order, the Initial Term of each Service shall be twelve (12) months.
"**Losses**" all losses, damages, liabilities, costs, expenses, Fines and penalties (including without limitation reasonable legal fees and costs).
"Non-Recurring Fees" includes but is not limited to usage-based fees and Service Provider pass through fees.
"Numbers and Codes" numbers and/or codes which we make available for you to use as part of the Services, including (but not limited to), short codes, long numbers, alpha sender ID's and/or alphanumeric sender ID's.
"One-Time Fees" one-off fees, including but not limited to set-up fees.
"Personal Data" information about an individual that is defined as "personal data" or "personal information" in the applicable Data Protection Laws.
"**Prior Agreement**" any other agreement you have entered into with us prior to the effectiveness of the Agreement, which governs your use of the Services or any part of them.
"Privacy Policy" our policy regarding privacy as may be updated by us from time to time.
"Recurring Fees" non-usage-based fees, including but not limited to minimum fees and lease fees.
"Regulator" any regulator or other authority, voluntary or otherwise, which a party is regulated by.
"Relevant Laws" any statute, regulation, bylaw, ordinance or subordinate legislation which is in force for the time being to which a party is subject; the common law as applicable to the parties (or any one of them); any binding court order, judgment or decree applicable to the parties (or any one of them); and any applicable industry code, policy, guidance, standard or accreditation terms enforceable by law, which is in force for the time being, and/or stipulated by any Regulator to which a party is subject, in each case, for the time being.
"Renewal Term" in respect of a Service, is the same length of time as the Initial Term for that Service, with the first Renewal Term commencing upon expiry of the Initial Term and subsequent Renewal Terms commencing on expiry of each Renewal Term.
"Service Order" the document provided by us (and entered into by both you and us) which details the applicable Services, Fees and other Service related terms (and which is governed by the Terms of Service).
"Service Order Effective Date" the date detailed in a Service Order, being the date which it takes legal effect.
"**Service Provider**" any entity (including without limitation, a mobile network operator, mobile virtual network operator, signalling provider, messaging aggregator or hosting provider, that directly or indirectly provides a service to us or an Affiliate of ours) that is used in relation to the provision of any of the Services.
"**Services**" your use of and access to the platform, software, Documentation and any services made available to you or as set forth on a Service Order.
"Service Specification" the document or documents detailing a description of the Services, as provided (or otherwise made available) to you by us.
"Service Start Date" in respect of any Services, the date upon which such Services are first made available for your use, as determined by us.
"Service User" means any user of the Services, whether or not you have a contractual relationship with such user including (without limitation) any of your customers (or any other third parties to whom the Services are subsequently resold or made available) or any of your Affiliates, suppliers, employees, contractors, agents.
"**Supplemental Terms**" the Documentation, Compliance Rules, SLA and any other terms governing your use of the Services.
"Term" the term of the Agreement, which commences on the date referred to in Section 5(a).
"Terms of Service" these terms of service.