

TERMS AND CONDITIONS

1. Introduction

1.1 Please read this BULK SMS/MMS Agreement carefully before attempting to register (and/or download) with the service, online materials, databases, tools, software and information available on the website or through the BULK SMS/MMS Service ("The Service") operated by GOLDEN TELEMEDIA LIMITED ("The Company").

1.2 By using the Service you agree to be legally bound by these terms and conditions as they may be modified without prior notice and posted on our website from time to time.

1.3 If you do not wish to be bound by these terms and conditions then you may not register with the Service, use the Service or download any material.

1.4 Our website describes the Service in more detail.

1.5 Please note that:

1.5.1 you must be a human of over 18 years to use the Service,

1.5.2 you must provide all true and full information, data and payment details upon registration to subscribe to the Service; and

1.5.3 that you represent and warrant that if you are a natural person (i.e. not a legal entity) for purposes of this Agreement and in using the Service you are acting for purpose of your trade, business or profession.

2. Conditions of use of the Service

2.1 When your registration application is completed, the Company grants you a non-exclusive, non-transferable license to use the Service. There is no time limit for your credits bought through the Service. This license to use the Service, software, tools and information made available through the Service ("Materials") is granted on the terms and conditions of this BULK SMS/MMS Agreement. The provision of the services is deemed to have begun upon the completion of your registration and subscription with the Service. Additionally, during the use of the Service you will be given the opportunity to create, upload, transmit and circulate images, links, text, applications, audio and video and other files, objects, material and media (hereinafter the "Content") in accordance with the technical details, instructions and conditions from time to time made available.

2.2 In relation to BULK SMS/MMS:

2.2.1 You may not:

(a) download, store, reproduce, transmit, display, copy, distribute or use of the Materials;

(b) sub-license, rent, lease, transfer or attempt to assign the rights in the Materials to any other person;

(c) make the Materials available on a network;

(d) use the Materials in any manner, or transfer or export the Materials or any copies into any country; or



(e) allow any other person to use the Materials other than in accordance with the terms and conditions of this BULK SMS/MMS Agreement.

2.3 The Materials are made available to you solely for your own use, and may not be re-sold, rented or otherwise be financially exploited. Different provisions may apply pursuant to a separate agreement in case you are an approved member of an approved affiliate programme.

2.4 You may not use the Service and the Materials for any purpose which may be deemed illegal in any jurisdiction.

2.5 We may update, add to, modify or remove any part of the Service without prior notice.

2.6 The sms/mms messages, remain the exclusive responsibility of the account holder and he/she remains exclusively responsible for the all messages sent via the Service.

2.7 Neither the Company nor the Service is responsible for the content of any messages. You solely remain under an obligation to comply with all Cypriot, European and International laws, rules and regulations pertaining to telecommunications services. You are also under an obligation to abstain from any illegal and abusive use of the content and services of the Service.

2.8 If the user fails to comply with the above, the Company has the right to investigate and/or to interrupt the account's operation, without refunding the account holder the cost of the sms/mms credits that are available at the account.

2.9 As part of the Service you may request that we provide application or submission services in relation to the Content for acceptance, approval, hosting, listing or registration with an application or software or marketing platform, provider, store or hosting service (the "Distribution Service"). We do not warrant, nor do we guarantee that the Content may be so accepted, approved, hosted, listed or registered. Any such application or submission shall in any event be subject to the terms and conditions at any time in force and imposed by and in relation to such Distribution Service, to which you warrant and undertake to comply in addition to these terms and conditions. You will be solely responsible for reviewing the terms and conditions of any such Distribution Service which you acknowledge that may change from time to time.

2.10 We may operate an affiliate programme (for which you may be eligible) that may be subject to additional and/or modified terms.

2.11 Until cancelled by you by notice, your credits shall continue until terminated by us. We may also terminate your subscription with at any time if you are found in breach of any of these terms and conditions or in case you may in breach of the terms and conditions of any Distribution Service. Before termination we may, under our sole discretion, suspend your subscription with the Service and call upon you to remedy any breach within a period of time that we may fix in our discretion.

2.12 Upon termination, for whatever reason, of your subscription with the Service, we may, without further notice delete all Content and any links thereto from our



systems and servers, which may result in the deletion of the same from the systems and servers of any Distribution Service.

3. Payment

3.1 The charge of messages is done by credits and they are paid in advance. The credit price for SMS is €0.013 per credit, where the lowest number of credits that can be bought is 6.500. The payment can be done either against the issue of a cash invoice, or by the use of a valid credit card, the details of which you will have to provide upon payment.

3.3 You will be solely responsible for the payment of any taxes, duties or levies in your jurisdiction in connection with the Service.

3.4 In case of non payment, for any reason whatsoever, including on account of expiration/cancellation of a credit card, you will be held in breach of these terms.

3.5 You shall solely be liable for the payment of any fees, charges or commissions to any Distribution Service.

4. Refund Policy

4.1 All and any payment for credits, application or fees paid to the Company and/or to any Distribution Service are, in any event, non-refundable.

5. Warranties

5.1 We warrant that:

5.1.1 We have a right to license the Materials to you; and

5.1.2 We will take reasonable steps for the provision of the Service.

5.2 If you have any complaints you should direct them to us via email at info@goldentelemedia.com or by fax at 00357 22444410.

6. Modifications

6.1 We reserve the right to alter, suspend or discontinue any aspect of the Service, including your subscription to it. Unless explicitly stated any new features of the Service will be subject to these terms and conditions.

7. Information you provide

7.1 The following applies to any information you provide to us, for example during any registration process:

7.1.1 You authorise us to use, store or otherwise process any personal information which relates to and/or identifies you to the extent reasonably necessary to provide the services which are available through the Service by us or our sub-contractors ("the Purposes"). All such information collected by us shall be referred to in these terms and conditions as "Personal Information".



7.1.2 You must ensure that the Personal Information you provide is accurate and complete and that all registration details contain your correct name, address and other requested details. For more information about how we deal with your Personal Information please read our Privacy Policy.

7.2 By accepting these terms and conditions, you agree to the processing and disclosure of the Personal Information for the Purposes. You also agree that the Purposes may be amended to include other uses or disclosures of Personal Information following notification to you by means of a notice on our website, which you should check regularly. You can review or modify any part of your Personal Information.

8. Security

8.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any username and password that may be given to you or selected by you for use of the Service. You may not share these with or transfer them to any third party. You must notify us immediately of any unauthorised use of them or any other breach of security regarding the Service that comes to your attention.

9. Applicability of Materials

9.1 The Service and our website is controlled and operated by us from our offices. Where Materials or other material is published through the Service and are supplied by third parties you understand that we do not control or endorse their contents in any way. All Materials or other material which are offered by third parties is published in good faith but we do not accept responsibility for the timing, the accuracy or otherwise of those Materials (on or off-line) and the use of those Materials. You assume total responsibility and risk for your use of the Materials and the Service.

9.2 We have used our best endeavours to ensure that all Materials comply with Cyprus law. However, we make no representations that the Materials and the Service are appropriate or available for use in locations outside of Cyprus.

9.3 The Company makes no warranties, express or implied that making the Materials and the Service available in any particular jurisdiction outside Cyprus is permitted under any applicable non-Cyprus laws or regulations. Accordingly, if making the Service, the Materials or any part available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, the Service or the relevant Materials are not offered for subscription or membership by you. You accept that if you are resident outside Cyprus, you must satisfy yourself that you are lawfully able to subscribe to the Service. The Company accepts no liability for any costs, losses or damages resulting from or related to the access or attempted access of the Service by persons in jurisdictions outside Cyprus or who are nominees of or trustees for citizens, residents or nationals of other countries.

10. Copyright

10.1 The Materials and the contents of the Service are protected by international copyright laws and other intellectual property rights. The owner of these rights is the Company. All product and Company names and logos contained within our website or through the Service are the trade marks or trade names of their respective owners, including us.



10.2 You unreservedly accept that the Company and the Service act as mere conduits in the creation, uploading, transmission and circulation of the Content and that they do not initiate the transmission, do not select the receiver of the transmission and do not select or modify the Content or the information contained in the transmission.

10.3 You warrant and represent that (a) any Content created, uploaded, transmitted and circulated by you through the Service does not violate any copyrights, patents, trade marks, logos, designs, licences or other related rights, and (b) you have obtained all necessary licences and permits to so use the Content in relation to the Service, and (c) no part of the Content may be deemed illegal in any jurisdiction.

10.4 You hereby grant to the Company, for free, a right to affix on the screen of any application forming part of the Content a suitable logo referencing to the Service.

11. Linked Websites

11.1 The Company makes no representations whatsoever about any other websites which you may access through the Service. When you access any other website you understand that it is independent from the Company and that we have no control over the content or availability of that website. In addition, a link to any other website does not mean that the Company endorses or accepts any responsibility for the content, or the use of, such a website and shall not be liable for any loss or damage caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any other website or resource. Any concerns regarding any external link should be directed to its website administrator or webmaster.

12. Availability

12.1 We try to make the Service available. We cannot guarantee that the Service or any Distribution Service will operate continuously or without interruptions or is error free and can accept no liability for their unavailability. You must not attempt to interfere with the proper working of the Service or any Distribution Service and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.

13. Liability

13.1 We exclude all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Materials, the Service, our website or any information or service provided through us.

13.2 In relation to the provision of the Service, we accept no liability for any loss or damage or for any loss of data, profit, revenue or business (whether direct or indirect), however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of the Service or the Materials, we accept no liability for this loss or damage whether due to inaccuracy, error, omission or any other cause and whether on the part of the Company or our servants, agents or any other person.

13.3 You are responsible for ensuring that your computer system and the Content meets all relevant technical specifications necessary to use the Service and the Materials and is compatible with our website. You also understand that we cannot and do not guarantee or



warrant that any of the Materials which might be available for downloading will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks to satisfy your particular requirements for the accuracy of data input and output.

13.4 Where by the use of the Service the Company shall store at your request any information and/or Content, the Company shall not be liable for any such information and/or Content so stored. You hereby undertake and warrant to immediately bring to the Company's attention any illegality as regards the information and/or the Content, whereupon the Company shall remove the same and/or disable access thereto.

13.5 You hereby undertake and warrant indemnifying the Company on first demand against all and any damages and/or loss and/or costs (including legal costs) it may suffer as a result of a threatened and/or actual breach by you of these terms and conditions.

14. General

14.1 We may assign, transfer or subcontract any or all of our rights and obligations under these terms and conditions at any time.

14.2 We may alter these terms and conditions from time to time and post the new version on our website, following which all use of the Service will be governed by that version.

14.3 We may alter any of the Materials from time to time and post the new version on our website.

14.4 These terms and conditions together with the Privacy Policy, any subscription request form and payment method instructions are the whole agreement between you and the Company.

14.5 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

14.6 These terms and conditions and your use of our website and of the Service are governed by Cyprus law and you submit to the exclusive jurisdiction of the District Court of Nicosia in Cyprus.

14.7 The Company will not be held liable for any failure to perform any obligation to you due to causes beyond the Company's reasonable control.

14.8 Failure by either party to exercise any right or remedy under this agreement does not constitute a waiver of that right or remedy.

14.9 This agreement does not create, and it was never the intention to create, a relationship of agent and principal as between the Company and yourself.

15. Notices

15.1 All notices shall be given:
to us via email at info@goldentelemedia.com; or



to you at either the email or postal address you provide during any registration process. Notice will be deemed received when an email is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

16. Replacement

16.1 These terms and conditions replace all other terms and conditions previously applicable to the provision of the Service.

