

# Terms & Conditions of Use

Agreement made this .....day of .....200\_

Between Dialhog Limited, hereafter called **DL**.

And .....hereafter called the **User**.

1. DL will protect the information supplied by Users on its secure web server. Communication between Users and DL is encrypted using SSL (secure sockets layer) to safeguard confidential information and prevent its unauthorized disclosure. The information you supply may be given to third parties in order to provide its services, process credit card transactions, provide other support services on DL's behalf. DL will not disclose or use information supplied by Users for any purpose other than that required providing its service.
2. The User must act in a responsible manner and comply with all applicable laws, regulations and all network operator requirements at all times. It is prohibited by law to send harassing, threatening, abusive or obscene messages.
3. The User agrees not to send unsolicited marketing messages commonly referred to as spam. Commercial marketing messages may be sent when a customer has 'opted in' to receive such messages or where an implied consent may exist. Such messages must offer the recipient an 'opt out' option whereby they no longer receive future messages. Non-commercial organizations that send messages promoting their aims and ideals must also provide message recipients an 'opt out' option. In all cases the User agrees to identify the sender of every message the User sends.
4. In the event that DL is made aware a User has breached this agreement, the User will be suspended from using the website until the matter has been investigated. DL will report any illegal activity undertaken by a User to the appropriate authority.
5. DL undertakes to use every effort to ensure the successful delivery of all messages. However, successful delivery depends on third parties beyond the control of DL, therefore DL makes no guarantee of message delivery.
6. In no event will DL be liable for any loss of profits or for any indirect, incidental, special or consequential damages, including without limitation, damages for loss of profits or revenue, business interruption, or loss of business information arising from the use of the DL service to its Users and their message recipients.
7. In signing this agreement and accessing the application part of the DL website, the User will become party to the intellectual property contained there. The User agrees therefore that they are not directly or indirectly involved in a similar area of business and will not become directly or indirectly involved in a similar area of business for a period of at least one year after their last visit to the application part of this site. The User agrees to pay damages to DL should the intellectual property contained in the website be used by them in contravention of this agreement.
8. The User agrees to pay for any collection fees that may be incurred by a third party in the collection of any outstanding debt to DL.
9. Either DL or the User may terminate this agreement by written notice to the other party. Full and final settlement of all outstanding charges falls due upon termination.

## Charges

Monthly site rental (per site, per account)	\$ 24.95
Text message cost (per SMS, 1 <sup>st</sup> . 1000 per month)	.21c (see website 'Pricing')

## Training (optional)

Standard set up & training fee per site (45min to 1.5 hours)	\$ 195.00
Quick set up & training fee per site (up to 45min)	\$ 99.00
Additional training per half hour	\$ 60.00

NB: All prices exclude GST.

The monthly fee is payable in advance and the text messaging charges are payable in arrears. The Set-Up and training fees are payable on completion of the same. All charges are payable by Credit Card. DL management may approve a credit account payable 20<sup>th</sup> month following. DL will email you a statement within 3 working days of the end of each month.

## Signatories:

User .....(name).....

For **Dialhog Limited** .....(name).....