



Unwired Appeal Terms and Conditions
End-User SMS Services
USA Wireless Carriers
Version: 2.1 Date: October 1, 2007

The following sets out the terms and conditions that apply to your use of Unwired Appeal SMS Services. We recommend that you read these terms and conditions carefully before registering with the service since, by registering, you will be deemed to have accepted, and to be bound by them

- 1 Service and Service Provider
 - 1.1 These terms and conditions cover the provision of interactive SMS Services. Individual SMS Services are engaged by sending a designated Service Keyword to a Short Code registered on Unwired Appeal's mobile application platform (UMAP).
 - 1.2 SMS Services are provided by Unwired Appeal, 15 Robinwood Avenue, Boston MA, 02130 USA. In the event of any queries you should contact Unwired Appeal's customer care helpdesk directly by calling +1.866.764.0696 or email info@unwiredappeal.com
 - 1.3 SMS Services are available to Alltel, AT&T Mobility (formerly Cingular), Boost Mobile, Cellular One (Formerly Dobson), Cellular South, Cincinnati Bell, Cricket (Leap Wireless), Nextel, Sprint, T-Mobile, US Cellular, Verizon Wireless, Virgin Mobile
 - 1.4 To discontinue any service send STOP to the designated short code of the SMS Service
 - 1.5 You may also text-message HELP to the designated short code of the SMS Service to receive information about the individual SMS Service

2 Your phone, registration and orders

- 2.1 You are responsible for providing and maintaining a cellular phone and ensuring connection to a cellular network capable of receiving the SMS Service.
- 2.2 You promise that you are the owner or legitimate user of the phone that is registered, or that you have the express consent of the owner or legitimate user, of the cellular phone you are registering for the SMS Service.
- 2.3 By sending an order message to the short code advertised for the SMS Service, you are making an offer to purchase the SMS Service. All orders are subject to acceptance by Unwired Appeal.

3 Price and Payment

- 3.1 Premium SMS Services - In exchange for the SMS Service, the person registered for billing purposes with the relevant cellular phone service provider of the phone by which an order for the SMS Service is placed will be charged a premium fee to the service. You promise and confirm that you are either that person or have that person's express consent to be charged in this way.
- 3.2 Standard Rate Services – Participation in standard rate SMS Services is charged only En-user's service provider's standard SMS messaging charges.
- 3.3 Please note that Unwired Appeal has no control over your agreement with your cellular phone service provider and therefore is not responsible for and will not be liable for any breach of the terms of such agreement or any mistake that may arise in the billing process.

4 Termination

- 4.1 Please note that, because the SMS Service commences as soon as you place your order, you will not be entitled to cancel and to receive a refund for Premium SMS Services. You may terminate any opt-in SMS Services provided by Unwired Appeal SMS Service at any time by simply replying STOP or sending a text message with STOP to the designated short code and you will no longer receive messages or be charged for the SMS Service. You will be sent a text confirming the termination of your subscription to the SMS Service.
- 4.2 Unwired Appeal may terminate this agreement at any time and with immediate effect where:
 - 4.2.1 You are in breach of any of these terms and conditions; or
 - 4.2.2 If your contract with your cellular phone service provider is ended (in which case you agree to inform us promptly if this happens); or
 - 4.2.3 Where we are required to do so by your cellular phone service provider or by law.
- 4.3 Unwired Appeal may also unilaterally terminate your SMS Service at any time with or without cause
- 4.4 Service Availability

- 4.4.1 You acknowledge that the SMS Service may, at any time, be adversely affected by problems with your cellular phone network, including, without limitation, interference to the network coverage. Unwired Appeal shall not be responsible or liable to you for any loss, damage or expenses incurred directly or indirectly by you as a result of any difficulties experienced by your cellular phone service provider.
- 4.4.2 Subject to the constraints described above, Unwired Appeal and/or its suppliers will carry out the SMS Services(s) with reasonable care and skill. This does not affect any other statutory rights you may have as a consumer including your right to receive a reasonable standard or service.

5 Liability and Compensation

- 5.1 Unwired Appeal's maximum liability to you arising by reason of or in connection with the supply of the SMS Service to you shall be limited to the amount paid by you in respect of the services in question ("payment amount"). Unwired Appeal shall in any event not be liable to you for:
 - 5.1.1 Any direct loss in excess of the payment amount; or
 - 5.1.2 Any corruption to data or any other indirect or consequential loss whatsoever.
- 5.2 Nothing in these terms and conditions shall exclude or limit the liability of Unwired Appeal for death or personal injury due to its or its suppliers and contractor's negligence or for fraudulent misrepresentation by Unwired Appeal it suppliers or contractors.
- 5.3 You agree to compensate Unwired Appeal for any cost incurred by Unwired Appeal (including reasonable legal costs and expenses) in connection with any claim that may be made against us in respect of your use of the SMS Services that is unlawful or contrary to these terms and conditions.

6 Data Protection

- 6.1 The information and data ("personal data") which is provided by you when you register for the SMS Service will be held and used by Unwired Appeal and its suppliers and contractors in order to provide the SMS Service to you. Your personal data may also be passed to your cellular phone provider or to relevant regulatory bodies, the police or other authorities in the course of the investigation of any complaints or suspected unlawful activity or where requested by the phone provider in connection with the billing arrangements for the SMS Service.
- 6.2 Aggregate, non personal data may also be used for the purpose of undertaking market research or in facilitating reviews, developments and improvements to SMS products and services.
- 6.3 If your personal contact details change or you would like further information about the use of your personal data then please write to the customer helpdesk set out at clause 1 above stating your full name and address and providing any other relevant information.

7 Intellectual Property

You agree not to publish, copy, communicate to the public, edit, and amend any data received by you as part of the SMS Services nor to forward such data to any third party. The SMS Service and the data comprised within it is provided to you for your own personal non-commercial use only and may not be used for any other purpose.

8 Circumstances beyond our control

Unwired Appeal shall not have any liability to you for any delay or failure to deliver the SMS Service to the extent that such delay or failure to deliver arises from causes beyond the reasonable control of Unwired Appeal, including but not limited to the failure of electronic or mechanical equipment or communication lines, third party action (including denial of service attack and overuse or misuse of the SMS Service), telephone or other inter connect problems, computer viruses, unauthorized access, theft, operator errors, fire, severe weather conditions, including floods, acts of God, acts or regulations of any regulatory, governmental or other authority or body, war, riot, strike, lock-out, industrial disputes and the cancellation or postponement of any relevant sporting event.

9 Waiver

No waiver by either of you or Unwired Appeal shall be construed as a waiver of any rights or remedies, or any subsequent breach of any provision of these terms and conditions.

10 Entire Agreement

These Conditions together with the current SMS Service prices and contact details on this website, set out the whole of the agreement between you and Unwired Appeal. This agreement cannot be changed or terminated orally, and no changes or amendments to this agreement shall be binding upon the parties until confirmed in writing by Unwired Appeal. Unwired Appeal employees or agents are not authorized to make any representations concerning the Services unless confirmed in writing by Unwired Appeal. You confirm that you do not rely on, and waive any claims for breach of, any such representations which are not so confirmed.

11 Governing Law

These terms and conditions shall be exclusively governed by and construed in accordance with the laws of the state of Massachusetts, USA.