

BALLSCOIGNE SMS SCHEDULE

Last Updated: 4th April 2023

This Addendum relates only to our BALLSCOIGNE SMS products. They do not relate to any other product or service supplied by BALLSCOIGNE unless specified herein.

1. Definitions and Interpretation

In this Service Agreement, the following expressions shall have the following meanings unless the context otherwise requires:

- “Credits”** means pre-paid credit tokens which can be used for the transmission of SMS messages;
- “SMS”** means the sending of SMS text messages for personal or business use via the BALLSCOIGNE control panel. These are one-way outbound messages.

2. Supply of Services

- 2.1. BALLSCOIGNE makes no representation, gives no warranty as to and accepts no liability in relation to your use of the SMS Services the accuracy or quality of information received any person via the SMS Services and/or any loss of or damage to any data stored or transferred via the SMS Services.
- 2.2. BALLSCOIGNE reserves the right to suspend any SMS account if it remains unused (namely if no outbound messages are sent) for a period of twelve (12) months and delete any remaining credit balance, without refund. In the case where an account is active but credits remain unused after a period of twenty-four (24) months or greater, BALLSCOIGNE reserves the right to remove any unused credits from the balance of the account without refund.
- 2.3. Under normal circumstances one message credit is consumed per message delivery or attempted delivery. BALLSCOIGNE reserve the right to charge internetworking or network termination fees or to deduct messages from an SMS account balance of equivalent value to any internetworking or termination fees due. BALLSCOIGNE reserve the right, without notice, to change the number of message credits used per delivery of an SMS message or to charge more than one credit for longer SMS messages.
- 2.4. Message credits are non-refundable under any and all circumstances. In the case of non-delivery, if investigation as to the cause of the non-delivery is required, the customer must agree to pay any administrative charges levied by the delivering mobile network incurred by the investigation. Such charges may be estimated by BALLSCOIGNE and charged in advance, with any refunds made after the final costs have been levied by the mobile network concerned. In any event, the outcome of such investigations will not result in the refund of any credits relating to failed messages.
- 2.5. May sometimes be unavailable as a result of things over which BALLSCOIGNE have no control, for example, the weather, power disruptions and failures of your internet service provider (ISP) or broadband connection and you understand that in such circumstances all services will also be unavailable.

3. Acceptable Use

- 3.1. You represent and warrant that the owners of the phone numbers you initiate messages to through the BALLSCOIGNE services have consented or otherwise opted-in to the receipt of such messages as required by any applicable law or regulation. You agree that you will include clear opt-out/unsubscribe information on your messages when required to do so by any applicable law or regulation and otherwise adhere to the Consumer Best Practices Guidelines promulgated by the Mobile Marketing Association, if applicable to your messages.
- 3.2. You agree to familiarise yourself with and abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under your account, including without limitation the content of the messages that you create and initiate through the BALLSCOIGNE Services. Without limiting the foregoing, you agree to familiarise yourself with the legalities of any messages transmitted through the BALLSCOIGNE Services by visiting the following website:

https://ico.org.uk/for_organisations/privacy_and_electronic_communications

- 3.3. Various national and international laws, rules and regulations place restrictions on certain types of SMS messages. BALLSCOIGNE is in no way attempting to interpret any laws, rules, or regulations. This information is provided merely as

a courtesy and is not intended to replace your responsibility to familiarise yourself with and abide by the legal requirements pertaining to your messages prior to using the BALLSCOIGNE Sites or Services. You are ultimately responsible to make your own informed decisions regarding your messages.

- 3.4. You shall schedule messages responsibly and in a manner that is courteous to the recipients pursuant to local, national, and international calling time rules and regulations. You are solely responsible for obtaining any rights or licenses to any data for inclusion in any outbound messages. If you are unfamiliar or unclear on the legalities of any message you must consult with your lawyer prior to your use of the BALLSCOIGNE Sites or Services.
- 3.5. You accept that the Services are provided for professional use only, and you agree that your use of the BALLSCOIGNE Sites or Services shall not include:
- Sending unsolicited marketing messages or (i.e. spam);
 - Harvesting, or otherwise collecting information about others, without their consent;
 - Misleading others as to the identity of the sender of your messages, by creating a false identity, impersonating the identity of someone/something else or by providing contact details that do not belong to you;
 - Transmitting, associating or publishing any unlawful, racist, harassing, libellous, abusive, threatening, demeaning, immoral, harmful, vulgar, obscene, pornographic or otherwise objectionable material of any kind;
 - Transmitting any material that may infringe upon the intellectual property rights of third parties including trademarks, copyrights or other rights of publicity;
 - Transmitting any material that contains viruses, trojan horses, worms, time bombs, cancel-bots or any other harmful/deleterious programs;
 - Interfering with, or disrupting, networks connected to the Services or violating the regulations, policies or procedures of such networks;
 - Attempting to gain unauthorised access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means;
 - Interfering with another's use and enjoyment of the Services or BALLSCOIGNE Sites; or
 - Engaging in any other activity that BALLSCOIGNE believes could subject it to criminal liability or civil penalty/judgment.