

1. ACCEPTANCE OF TERMS

Bulk SMS Limited (trading as Voodoo SMS) provides its service to you, subject to the following Terms of Service ("TOS") that may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time by following this link:

<https://help.voodoosms.com/en/articles/1610425-what-are-the-voodoosms-terms-of-service>. In addition, when using particular Voodoo SMS services, you and Voodoo SMS shall be subject to any posted guidelines or rules applicable to such services that may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF SERVICE

Voodoo SMS provides users with access to a collection of resources, including various communication tools and personalised content through its network of properties (the "Service"). Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new Voodoo SMS properties, shall be subject to the TOS. Voodoo SMS currently provides users with the ability to forward SMS messages through its system. You understand that, for the purposes of the TOS, Voodoo SMS does not send an SMS message, or cause an SMS message to be sent - it merely provides a service that enables SMS messages to be sent. You understand and agree that the Service is provided "AS-IS" and that Voodoo SMS assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalisation settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including fees associated with the display or delivery of advertisements. In addition, you must provide, and are responsible for, all equipment necessary to access the Service.

3. REGISTRATION

In consideration of your use of the Service, you agree to provide true, accurate, current and complete information about yourself, as prompted by the Service's registration system (such information being the "Registration Data"). If you provide any information that is untrue, inaccurate, not current or incomplete, or Voodoo SMS has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Voodoo SMS has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

If you are under the age of eighteen (18), Voodoo SMS requires you to gain permission to register and use the Service from a parent or guardian. Should you be under eighteen (18) and these TOS are wrongfully accepted without a parent's or guardian's permission, it is taken that the TOS will still apply.

4. USER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Voodoo SMS, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. Voodoo SMS does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will Voodoo SMS be liable in any way for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted or otherwise made available via the Service.

4.1. What you cannot use the Service for

You must not use the Service, attempt to use the Service or allow the Service to be used in any of the following ways:

4.1.1. Breach of law

- a) That results in you or Voodoo SMS breaching, or being involved in a breach of a law, order or regulation (including a foreign law, order or regulation), a mandatory code of conduct; or a voluntary code of conduct that you have agreed to comply with.

4.1.2. Damage to property or people

- a) That results, or could result, in damage to property or injury to any person;
- b) to harass, menace or stalk people; or
- c) to defame or slander any person, or infringe upon any person's privacy rights.

4.1.3. Protection of minors

- a) That harms minors in anyway; or
- b) that enables a minor to access material inappropriate for a minor or to establish (or try to establish) contact with a minor not otherwise known to you.

4.1.4. Discrimination

- a) That unlawfully incites discrimination, hate or violence towards one person or group, for example because of their race, religion, gender or nationality.

4.1.5. Obscene, defamatory, offensive, abusive

- a) To send, display or be otherwise involved in material which is harassing, libellous, defamatory, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature; or
- b) that is, or which would be considered by a reasonable person to be, offensive or abusive.

4.1.6. Illegal business practices and gambling

- a) To engage in any misleading or deceptive business or marketing practice;
- b) that involves providing or promoting illegal pyramid selling schemes or unlawful gambling or gaming activities;

- c) that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- d) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; or
- e) that intentionally or unintentionally violates any applicable local, state, federal or international law, including, but not limited to, regulations promulgated by the UK Government.

4.1.7. The rights of others

- a) That infringes Voodoo SMS or any other person's rights (including intellectual property rights and moral rights);
- b) "stalk" or otherwise harass any person;
- c) that constitutes a misuse of Voodoo SMS's or any other person's confidential information; or
- d) that results in a breach by you of any obligation that you owe to any person.

4.2. What you cannot use the Service to do

You are not authorised to access Voodoo SMS's computer systems or networks for any purpose other than to use the Service in accordance with these TOS. You must not:

4.2.1. Interfering with services and systems

- a) Interfere with the proper operation of the Service or any other part of Voodoo SMS systems.

4.2.2. Newsgroups, forums and chatrooms

- a) Use the Service to contribute to, or participate in, a Newsgroup, forum or chat room in a way that has an adverse effect on the proper operation of those Newsgroups, forums and chat rooms.

4.2.3. Commercial Messages

- a) To send, or cause to be sent, commercial electronic messages without prior opt-in;
- b) to send, or cause to be sent, designated commercial electronic messages without prior opt-in; or
- c) to engage in eMarketing activities without prior opt-in.

4.2.4. Virus, denial of service attacks

- a) In connection with any program (including a virus, Trojan horse, worm, cancelbot, time bomb), or activity (including a Denial of Service attack), that is designed to provide or allow any form of unauthorized control of, or result in an adverse effect on, a computer, a network or data (whether the computer, network or data is Voodoo SMS's or anyone else's).

4.2.5. Open relay and port probing

- a) To access or use Voodoo SMS's or anyone else's systems, networks or data (including through open relay, port probing and the use of packet sniffers) without consent, regardless of whether or not such access or use has any adverse effect on the system, network or data.

4.2.6. Impersonating

- a) To impersonate any person or entity, including, but not limited to, a Voodoo SMS social, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- b) to create or alter in any way and by any means, the contents of an electronic message for the purpose of making the message appear to come from someone other than you, Voodoo SMS, or the relevant electronic account-holder; or
- c) to create the contents of an electronic message making the message appear to come from someone other than you, where you are not a user authorized to send that message on behalf of the relevant electronic account-holder.

5. VOODOO SMS CONDUCT

- 5.1. You acknowledge that Voodoo SMS and its designees:
 - 5.1.1. are not required to, but may, screen and filter Content in order to monitor compliance with the TOS;
 - 5.1.2. shall have the right (but not the obligation) in their sole discretion to refuse any Content that is available via the Service; and
 - 5.1.3. without limiting the foregoing, shall have the right to remove any Content that violates the TOS or is otherwise objectionable.

- 5.2. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Voodoo SMS or submitted to Voodoo SMS. You acknowledge and agree that Voodoo SMS may preserve Content and may also disclose Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:
 - 5.2.1. comply with legal obligations;
 - 5.2.2. enforce the TOS;
 - 5.2.3. respond to claims that any Content violates the rights of third parties; or
 - 5.2.4. protect the rights, property or personal safety of Voodoo SMS, its users and the public.

- 5.3. You understand that the technical processing and transmission of the Service, including your Content, may involve:
 - 5.3.1. transmissions over various networks; and
 - 5.3.2. changes to conform and adapt to technical requirements of connecting networks or devices.

6. CONTENT SUBMITTED

- 6.1. Voodoo SMS does not claim ownership of the Content you submit or make available for inclusion on the Service.

- 6.2. As per the General Data Protection Regulation 2016/679, Voodoo SMS will never resell your stored data. Your personal details, uploaded contact information and captured mobile numbers will all be kept safe on our secure servers. The data is held on behalf of its clients and partners and is never used for anything other than its intended purpose.

Compliant data centres are required to meet the most stringent security requirements. Our data centres are accredited to the PCI DSS, ISO 27001 and SAS70 standards, thereby ensuring that the best processes and technologies secure your data.

7. INDEMNITY

You agree to indemnify and hold Voodoo SMS and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

8. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell or exploit, for any commercial purposes, any portion of the Service, use of the Service, or access to the Service unless express written permission has been granted by Bulk SMS Limited.

9. GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Voodoo SMS may establish general practices and limits concerning the use of the Service, including, without limitation, the maximum size of any message that may be sent from or received by an account on the Service, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Voodoo SMS has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Voodoo SMS reserves the right to log on to accounts that are inactive for an extended period of time. You further acknowledge that Voodoo SMS reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

10. MODIFICATIONS TO SERVICE

Voodoo SMS reserves the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Voodoo SMS shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. This includes assigned mobile telephone numbers and keywords.

11. TERMINATION

You agree that Voodoo SMS, in its sole discretion, may terminate your use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation, lack of use or if Voodoo SMS believes that you have violated or acted inconsistently within the letter or spirit of the TOS. Voodoo SMS may also, in its sole discretion and at any time, discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice.

Further, you agree that Voodoo SMS shall not be liable to you or any third-party for any termination of your access to the Service.

12. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Voodoo SMS shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

13. LINKS

The Service, or third parties, may provide, links to other World Wide Web sites or resources. Because Voodoo SMS has no control over such sites and resources, you acknowledge and agree that Voodoo SMS is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on, or available from, such sites or resources.

You further acknowledge and agree that Voodoo SMS shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the use of, or reliance on any such Content, goods or services available on or through any such site or resource.

14. DISCLAIMER OF WARRANTIES

You expressly understand and agree that:

- a) Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. Voodoo SMS expressly disclaims all warranties of any kind, whether express or implied, including, but not

- limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement;
- b) Voodoo SMS makes no warranty that:
 - i. the Service will meet your requirements;
 - ii. the Service will be uninterrupted, timely, secure, or error-free;
 - iii. the results that may be obtained from the use of the service will be accurate or reliable;
 - iv. the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations; and
 - v. any errors in the software will be corrected.
 - c) any material obtained through the use of the Service is done at your own discretion and risk and that you will be solely responsible for any damage to your mobile telephone or loss of data that results from the download of any such material; and
 - d) no advice or information, whether oral or written, obtained by you from Voodoo SMS or through or from the Service shall create any warranty not expressly stated in the TOS.

15. LIABILITY

15.1. The following provisions set out the entire financial liability of Voodoo SMS (including any liability for the acts or omissions of its employees, agents or sub-contractors) to you in respect of:

15.1.1. any breach of the TOS; and

15.1.2. any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.

15.2. Nothing in these conditions excludes or limits the liability of Voodoo SMS:

15.2.1. for death or personal injury caused by Voodoo SMS' negligence;

15.2.2. under section 2(3) of the Consumer Protection Act 1987 or section 12 of the Sale of Goods Act 1979;

15.2.3. for any matter that it would be illegal for Voodoo SMS to exclude or attempt to exclude its liability; or

15.2.4. for fraud or fraudulent misrepresentation.

15.3. Subject to section 15.4, Voodoo SMS shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Voodoo SMS has been advised of the possibility of such damages), resulting from the use, or inability to use, the Service or any breach these TOS.

15.4. Voodoo SMS' total liability to you whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any direct losses including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Voodoo SMS has been advised of

the possibility of such damages), resulting from the use, or inability to use, the Service or any breach these TOS, shall be limited to the fees paid by you to Voodoo SMS in the preceding twelve months.

- 15.5. Except as otherwise provided for under the TOS, all other warranties, conditions and other terms implied by statute (including the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982) or common law are, to the fullest extent permitted by law, excluded from this Agreement.

16. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above sections 14 and 15 again. In addition, for this type of information particularly, the phrase caveat emptor is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. Voodoo SMS and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions made based on such information.

17. NOTICE TO CHANGES IN SERVICES AND TERMS

- 17.1. Notices to you may be made via either email or regular SMS. The Service may also provide notices of changes to the TOS or other matters by displaying notices, or links to notices, to you generally on the Service.
- 17.2. Voodoo SMS expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in these TOS or any information on the Voodoo SMS website without prior notice.
- 17.3. Voodoo SMS reserves the right to change and amend the prices and rates quoted on its website without any notice.
- 17.4. You undertake to check the Voodoo SMS website (www.voodoosms.com) frequently and to acquaint yourself with the changes and/or amendments in the information supplied on the website. You should regularly verify which networks are covered. Changes may occur as to which networks are covered.

18. GENERAL INFORMATION

- 18.1. The TOS constitute the entire agreement between you and Voodoo SMS and govern your use of the Service, superseding any prior agreements between you and Voodoo SMS. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. The TOS and the relationship

between you and Voodoo SMS, and any disputes arising as a consequence of this Agreement, shall be governed by and determined in accordance with the English law and the exclusive jurisdiction of the English Courts. You and Voodoo SMS agree to submit to the personal and exclusive jurisdiction of the courts located within the UK. The failure of Voodoo SMS to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found, by a court of competent jurisdiction, to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that, regardless of any regulation or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

- 18.2. If any provision of this Agreement is held to be illegal, invalid or unenforceable, whether in whole or in part, the enforceability of the remainder of this Agreement shall not be affected. Any waiver, concession or extra time that Voodoo SMS may allow, you are limited to the specific circumstances in which it was given. It does not affect Voodoo SMS's rights under this Agreement in any other way.
- 18.3. This Agreement shall constitute the complete and exclusive agreement between you and Voodoo SMS in relation to the Service. While Voodoo SMS reserves the right to modify this Agreement at any time, the terms and conditions contained in this Agreement may not be modified by you unless both you and an authorised representative of Voodoo SMS execute a separate written agreement.
- 18.4. The ability to receive text messages to your mobile phone is dependent on individual mobile operator agreements and subscriptions.

19. VIOLATIONS

If you believe that any Content, placed on or transmitted via the Service, is in violation of the TOS or any party's rights, you may notify Voodoo SMS by providing the requested information noted in (a) - (d) below. Voodoo SMS shall only use such information in accordance with its Privacy Policy and as reasonably necessary to investigate any claims in relation to the allegedly infringing Material:

- a) complainant's full name and, if applicable, name of their business entity;
- b) complainant's mailing address, daytime telephone number, facsimile number and email address;
- c) description or identification of the allegedly infringing material; and
- d) basis for asserting ownership of, or exclusive licence to, the material.

20. DELIVERY AND REFUNDS

- 20.1. Upon successful payment, SMS credits are available instantly within a customer (pre-pay) account. BACS transfers need to be verified as received before credits are released.
- 20.2. Refunds are available to all customers for unused credits, excluding any promotional or free credits credited to your account. Please contact your account manager or customer service to process your request.