

TERMS AND CONDITIONS

Multi-Channel Communication Suite Services

These terms and conditions are important and should be read carefully. If You have any queries regarding the terms and conditions, please telephone 01534 882882 or contact Us via www.itglobal.com. Any capitalised term not defined in these terms and conditions shall have the meaning given to it in Our [Definitions Terms & Conditions](#).

For the purposes of these terms and conditions:

“Artificially Inflated Traffic” means the flow of Messages sent via the Services which is, as a result or consequence of any activity by You, Your customer and/or end users, disproportionate to the flow of Messages which would be expected from good faith commercial practice and use of the Services.

“Interconnection Supplier” means such operators of telecommunication services outside Our licenced territory with which We has, or may have, a reciprocal agreement for the provision of telecommunication services, including Our roaming partners.

“Message” means a message sent by You using the Services, including (but not limited to) SMS, email, WhatsApp messages and RCS.

“Minimum Contract Period” means: (a) a period of 12 months from the commencement of the Contract or such other period as may be stated in the Application Form; or (b) any remaining minimum contract period relating to a Service where We have permitted You to take over the Service, without break or without alteration of that Service by Us, from another customer.

“RCS” means rich communication services.

“Services” means the provision by Us of the Multi-Channel Communication Suite services, as more particularly described in the Product Description and as selected by You in the Application Form.

“SMS” means a short message of up to 160 characters or 140 bytes that can be sent and received by mobile phones or related applications as defined in GSM 03.40.

“Soprano” means Soprano Design Limited (ABN 50 066 450 397), of Level 15, 132 Arthur St, North Sydney 2060.

“System” means the web platform provided and operated by Soprano and made available to You, incorporating functionality for the purpose of delivery and receipt of Messages.

“Transmission Failure” means a condition whereby Messages set to/from the System cannot be delivered to the intended recipient.

“Unsolicited Traffic” means Short Messages which are sent on an unsolicited basis to an end user without their prior consent and which: (i) contains or is relating to marketing information or other commercial or non-commercial information; and/or (ii) is encouraging the end user directly or indirectly to call or send a Message to a premium rate number; and/or (iii) is in breach of any applicable national law or regulatory restrictions; and/or (iv) would otherwise reasonably be identified as so-called spam.

“WhatsApp” means a message sent via the electronic text messaging service WhatsApp.

1. COMMENCEMENT AND DURATION

- 1.1 Unless otherwise expressly agreed in writing or provided for by law or regulation, the Contract shall have effect from the earlier of: (a) when the Application Form has been received and accepted by Us; or (b) when a Service is provided to You.
- 1.2 Subject to the provisions of clauses 13.1 and 13.2 below, the Contract shall remain in force for the Minimum Contract Period and thereafter shall continue in force until terminated by either Us or You in accordance with clause 13.3 below.
- 1.3 Save where termination is notified by You to Us under clause 13.2 below, if: (a) You terminate the Contract during the Minimum Contract Period; or (b) pursuant to clause 5 below, We either cancel a Service during the Minimum Contract Period or suspend or limit a Service during the Minimum Contract Period and do not reinstate it, You shall, even if We have terminated the Contract pursuant to clause 13 below by reason of the matter giving rise to the cancellation, suspension or limitation of a Service, pay a sum equal to the Service Charges and any extra charges which would have been payable to Us for the balance of the Minimum Contract Period.
- 1.4 Nothing in this clause shall prevent either Us or You from terminating the Contract in accordance with clause 13 below.

2. VARIATION

- 2.1 We may from time to time vary the Conditions and Product Description applicable to a Service and will as soon as practicable and in any event not less than 1 calendar month before any such variation is to take effect Publish notice of such variation.
- 2.2 We may vary all or any of the Service Charges by Publishing any such variation in a schedule of tariffs, such variation to have immediate effect unless stipulated otherwise.
- 2.3 Other than as stated above any variations to the Contract shall be made in writing by Us and signed by a duly

TERMS AND CONDITIONS

authorised officer of the same.

3. SERVICE

- 3.1 The Service shall include the provision of access to the System for the purpose of sending and receiving Messages. Use of the Services is governed by the additional terms and conditions provided by Soprano as set out in clause 17.
- 3.2 Where part or parts of a Service will be provided and/or supported by a telecommunications provider other than Us, We shall not be responsible for those parts so provided.
- 3.3 We reserve the right to vary the technical specification of a Service at any time.
- 3.4 Measurement of the Services will be determined by Us.
- 3.5 Subject to the compliance and co-operation of Our Interconnection Supplier(s), We shall use all reasonable endeavours to ensure sufficient capacity and onward connectivity to those networks nominated by You as destinations and originators for Your Messages.
- 3.6 In the event that You notify Us of a significant number of Transmission Failures, We will use reasonable endeavours to establish the cause of the failure with the same urgency as We would use in dealing with a loss of service to Our other subscribers and, if applicable, We will either correct the fault on Our network or inform the relevant Interconnection Supplier of such a failure with a request to correct the fault as soon as possible.
- 3.7 You acknowledge that, in order to maintain the efficiency of Our telecommunications systems, occasional maintenance and/or updates may be necessary. You further acknowledge that such maintenance and/or updates may cause outages or reduced availability of the Service from time to time.
- 3.8 We will use all reasonable measures to ensure, when dealing in matters relating to Interconnection Supplier relations, that Your business interests are appropriately considered and supported.
- 3.9 Where You comprise more than one person, We reserve the right to provide information with respect to a Service provided to You to any of the persons named in the Application Form.

4. TELEPHONE AND ONLINE ORDERING

- 4.1 We may, at Our discretion, provide additional services to You in conjunction with or related to a Service and/or terminate the provision of any services to You, and/or take or not take any other action relating to You on the basis of instructions received by telephone or On-line.
- 4.2 We will use reasonable endeavours to ensure that instructions purporting to be from You are indeed from You. However, provided that We have acted in good faith, We (other than as provided in clause 9.1 and without prejudice to the generality of clause 9.2) accept no liability, and You shall be responsible for all and any sums payable, in respect of any services provided or terminated or any action taken or not taken in reliance of telephone instructions received by Us.

5. SUSPENSION OF A SERVICE

- 5.1 We may (without prejudice to any other right or remedy) suspend, limit or cancel a Service provided to You without penalty and with immediate effect:
 - (a) during any technical failure, modification or maintenance of a Service or where We are unable to provide a Service for reasons beyond Our control or otherwise for reasons not Our fault provided that We will use Our reasonable endeavours to procure resumption of a Service as soon as reasonably practicable;
 - (b) if You fail to observe or perform the Conditions;
 - (c) if We have reasonable grounds to suspect that a Service is being used fraudulently or otherwise illegally;
 - (d) where You send, or permit to be sent, any Unsolicited Traffic;
 - (e) where Your actions: (i) threaten the integrity of Our network or the network of a third party through or by which We provides the Service to You; or (ii) jeopardise any service by Us to any of Our customers; or
 - (f) if We have reasonable grounds to believe that You have provided Us with false, misleading or incomplete details about You or any other person who may use a Service (including, but not limited to, name, address, telephone numbers, and bank and credit or debit card information) when You applied for a Service or thereafter or that You have failed to tell Us if any of these details have changed.
- 5.2 Notwithstanding any suspension, limitation or cancellation of a Service under this clause You shall remain liable for all charges due hereunder throughout the period of suspension, limitation or cancellation unless We at Our sole discretion determines otherwise.

6. CHARGES AND PAYMENT

- 6.1 The Service Charges shall comprise any connection charge for a Service, whether initial or after suspension, limitation or cancellation, and rental charge (payable in advance) for a Service where such charges depend on the relevant service options selected in the Application Form.
- 6.2 The Charges, and any additional charges payable under or in connection to the Contract, are exclusive of GST, VAT, customs charges and duties (or other applicable tax, charge or duty in a jurisdiction outside the United Kingdom), which shall be paid by You in the amount and manner prescribed by law. Each of Us and You shall be responsible

TERMS AND CONDITIONS

for its own income taxes and corporate taxes.

6.3 Unless otherwise set out in the Application Form:

- (a) the Services shall be post-paid with the billing period being per calendar month;
- (b) We shall issue a monthly Invoice to You for the Services provided, within 10 Business Days of the end of the month in which the Services have been provided;
- (c) the due date for payment of any Invoice will be within 30 days of the date of the Invoice; and
- (d) all Invoices will be issued in GBP.

6.5 Service Charges and/or additional sums are payable in full on demand or as otherwise agreed between You and Us. If payment is agreed in writing to be made by instalments and if You fail to pay any instalment on its due date then We shall be entitled to demand immediate payment of the unpaid balance (including all arrears).

6.6 We may include in any Invoice amounts properly payable in respect of unpaid amounts outstanding from a previous billing period which were not previously invoiced for technical or other reasons. Where We make a claim for such unpaid amounts, such Invoice must be raised and presented for payment within 12 months of the date that the Services were originally rendered and must contain such necessary information required to identify the Charges for the Services referred to therein and be presented in the same format (and with the same information) as usual Invoices raised in accordance with the billing procedures set out in this clause.

6.7 Your failure to collect any amount from any of Your customers or end users shall not constitute a legitimate reason for non-payment of an Invoice and We shall not be liable for any amount which You fail to collect from Your customers or end users.

6.8 The fact that traffic sent to Us by You is, or is subsequently alleged or determined to be, Unsolicited Traffic, fraudulent traffic and/or Artificially Inflated Traffic shall not absolve You from Your obligation to pay an Invoice in full and it shall be for You alone to recover such sums from Your customer.

6.9 In the event that You fail to pay any Invoice or amounts due by the date 30 days after the due date, then (unless such Invoice is subject to a bona fide dispute) We shall be entitled to charge and receive interest in respect of any such amount outstanding at a rate equal to 3 per cent of the unpaid amount.

6.7 For the purposes of credit referencing and fraud prevention, We reserve the right from time to time during the term of the Contract to:

- (a) make searches about You at credit reference agencies and elsewhere to verify Your identity and to help Us to decide whether to accept Your application for a Service and/or to continue to provide a Service to You;
- (b) use (and share with debt collection agencies and appropriate authorities) Your details for the purpose of collecting debts, preventing and detecting fraud and seeking to recover damages and costs arising from fraud or other unlawful activity on Your part;
- (c) record, and pass to the appropriate authorities, details of any false or inaccurate information provided by You or where We suspect fraud or any other unlawful or improper activity on Your part; and
- (d) pass on to and share information with other communications service providers and network operators for the detection and prevention of theft and fraud.

7. YOUR OBLIGATIONS

7.1 You shall:

- (a) only use, make use of, cause, allow or permit to be used a Service in accordance with the specification contained in the Application Form, Product Description, any relevant Usage Policy and any instructions provided by Us and shall only use a Service for the purpose for which it was designed;
- (b) monitor monthly traffic volumes to ensure the traffic volumes remain within a monthly bill limit, or other limit, as may be set from time to time by Us on giving You at least 5 days' prior notice of such limit;
- (c) where possible, maintain regular traffic patterns;
- (d) inform Us of any anticipated and/or planned changes in monthly messaging volumes which exceed the limits set, from time to time, by Us;
- (e) be solely responsible for the content of any Messages transmitted via the Services;
- (f) comply with Our reasonable requests to address third party complaints including, but not limited to, complaints from Our Interconnection Suppliers;
- (g) provide Us with forecasts (on request) of Your expected Message transmission patterns, to include monthly message volumes, maximum busy hour message throughput and originating and/or destination networks;
- (h) obtain all necessary licenses, permissions, passwords and consents required for Us to perform the Service;
- (i) promptly notify Us of any fault with the Service and comply with Our reasonable requests for assistance in order to diagnose existing or potential faults;
- (j) keep any login code and/or password and/or PIN assigned by Us or otherwise for use of a Service secure and not disclose the same to any unauthorised person;

TERMS AND CONDITIONS

- (k) immediately notify Us should You know or suspect that:
 - (i) a login code and/or password and/or PIN has been obtained by any unauthorised person;
 - (ii) unauthorised access to Your Equipment, either physical or otherwise is being or has been made;
- (l) be responsible for all and any charges of any nature that may be incurred by Us as a result of any use, authorised or not, of the login code and/or password and/or PIN;
- (m) be responsible for all damage or loss caused to Us or third parties by misuse of a Service other than due to the acts or omissions of Us, Our employees, agents and/or subcontractors; and
- (n) promptly advise Us in writing of any change of billing address, contact address or contact number.

7.2 You **shall not** on Your own or otherwise:

- (a) access Our network to offer or access any other services, apart from the Services outlined herein, without Our express prior agreement;
- (b) use a Service in breach of any terms of any licence applicable to You;
- (c) use a Service fraudulently or in connection with a criminal offence, to send Artificially Inflated Traffic, or to send messages or communications which are offensive, abusive, menacing, obscene, annoying, incite hatred, panic or anxiety or which are otherwise unlawful;
- (d) use a Service to send Unsolicited Traffic;
- (e) use a Service to access, transmit, publish, display, advertise or make available material which infringes copyright or any other intellectual property right held in any country, is obscene or pornographic, contains threats of any kind, is defamatory in any way or breaches confidence, which is illegal or infringes any third party's legal rights of whatever nature under the laws of any jurisdiction for any reason;
- (f) use a Service for any purpose which may result in the illegal access to or collection of data whilst in transit, illegal access to computers or networks, spamming, flooding or other such broadcasts together with any other activity which may adversely affect Us or any third party;
- (g) use a Service in a manner which conflicts with any accepted industry guidelines, practices, codes or memoranda of understanding and in any case so as to cause any impact upon Our business relations and/or reputation with Our Interconnection Suppliers, partners, contractors and/or customers;
- (h) use a Service to: (i) transmit or distribute material that contains any viruses, trojan horses, worms or corrupted files; (ii) launch a distributed denial of service (DDoS) attack or any other form of attack; or (iii) take any other action that may damage the operation of another person's computer, system or network; or
- (i) disclose and/or give any login code, password, PIN and/or pass card assigned or issued by Us in connection with a Service to any unauthorised person.

8. ASSIGNMENT

- 8.1 You may not assign the Contract without Our prior written consent.
- 8.2 We reserve the right to assign all or part of the Contract to any person and/or to subcontract any of Our obligations hereunder upon giving You at least 28 days' prior notice save that JT may subcontract the provision or repair of Telecommunications Apparatus without prior notice.

9. EXCLUSION AND LIMITATION OF LIABILITY

The following provisions set out Our entire liability (including any liability for the acts and omissions of Our employees, agents and subcontractors) to You in respect of any breach of contract, misrepresentation, tortious act or omission including negligence or otherwise arising under or in connection with the provision of a Service. **Your attention is in particular drawn to these provisions.**

- 9.1 We do not exclude or restrict liability for death or personal injury resulting from Our own negligence.
- 9.2 Unless otherwise expressly agreed in writing by You and Us (in a service level agreement or otherwise), We shall not be liable to You or to any other person for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with the provision of a Service except as provided in clause 9.1 above. Whilst We will use Our reasonable endeavours to maintain the quality of a Service and to ensure that a Service is available at all times We make no representation or warranty in relation thereto.
- 9.3 Without prejudice to the generality of clauses 9.1 or 9.2, We shall not be liable to You or to any other person for:
 - (a) any defect in, poor quality of, unavailability, interruption or discontinuance of a Service or any website or email address (and without prejudice to the generality of the foregoing and clause 9.1 and 9.2, We shall in no circumstances be liable for any defect in, poor quality of, unavailability or interruption lasting less than 3 days);
 - (b) any loss of profits, business revenue, goodwill or anticipated savings, or any type of special, indirect or consequential loss (including but not limited to loss or damage to data, equipment or property even if in Our care, custody or control) whether direct, indirect, foreseeable or unforeseeable; or
 - (c) Your use of a Service and/or Your activities, including but not limited to, any acts which under the laws of

TERMS AND CONDITIONS

any jurisdiction infringe any third party's intellectual property rights (including the use of any domain name) infringe obscenity laws, constitute threats, are in any way defamatory or are illegal or give rise to any liability in any way.

- 9.4 We are not responsible for maintaining any insurance cover of any nature to cover any loss by You or any other party arising from the provision or unavailability of a Service or otherwise and any such insurance cover shall be Your responsibility.
- 9.5 If any exclusion or limitation of liability contained in this clause is invalid and We become liable for any loss or damage, You (acknowledging that We are not able to evaluate any potential loss to You) agree that Our liability for any 1 event or series of events shall in any event be limited to the Service Charges payable by You for the Minimum Contract Period.
- 9.6 Each provision of this clause shall operate independently of each other provision of this clause.
- 9.7 You agree to indemnify Us and hold Us harmless in respect of all costs, damages, awards and expenses and professional fees of any kind (without limit) arising from or in connection with any claim brought against Us by any third party located in any jurisdiction arising from any use of a Service provided to You (by either You or any other party) constituting any unlawful act or otherwise giving rise to any liability. You shall immediately notify Us in writing of any such claims of which You become aware. You further agree to offer all reasonable assistance to Us in defending such claims at Your sole expense.

10. FORCE MAJEURE

We shall not be liable in respect of any breach of the Contract due to any cause beyond Our reasonable control including (but without limitation): act of God, pandemic, inclement weather, lightning, flood or fire; industrial action or lockouts; the act or omission of Government, highway authorities, or any other competent authority; war or armed conflict, military operations, vandalism or riot; the act or omission of any other party (including any other party that provides any part of a Service or upon which We rely in order to provide any part of a Service) and national and/or civil emergencies.

11. ENTIRE AGREEMENT

The Conditions supersede all prior oral or written communications regarding a Service and contain the whole agreement between You and Us relating to a Service, unless specifically otherwise agreed in writing.

12. NOTICES

- 12.1 Any notice or other communication required to be given or served for the purposes of the Contract except where otherwise provided shall be in writing and shall be deemed to have been duly given and served if sent by post, email or delivered by hand. Notices shall be deemed received 48 hours after posting or transmitting.
- 12.2 Your address for correspondence shall be the contact address as specified in the Application Form or an address notified to Us by You in writing as an address to which bills may be sent or Your usual or last known place of abode or business or if You are a limited company, Your registered office.
- 12.3 Our address for correspondence shall be No.1 The Forum, Grenville Street, St Helier, Jersey JE4 8PB.

13. TERMINATION

- 13.1 The Contract may be terminated immediately by Us without penalty to Us if You:
- (a) fail to satisfy Us with regard to any credit check undertaken in respect of You;
 - (b) fail to pay when due any sum payable under the Contract or any other agreement or contract made between You and Us;
 - (c) become bankrupt within the meaning of Article 8 of the Interpretation (Jersey) Law 1954 or otherwise commits any act indicative of insolvency under the law of any jurisdiction or enters into any composition with its creditors in the Bailiwick of Jersey or elsewhere;
 - (d) fail to observe or perform the Conditions or the conditions of any other agreement or contract made between You and Us and fail to remedy such breach as soon as possible and in any event within 28 days after the date that We serve written notice on You in relation to such breach;
 - (e) use a Service in a manner which is unsafe or which has not been approved by Us;
 - (f) use a Service fraudulently or in connection with a criminal offence;
 - (g) makes improper use, within the meaning of Article 51 of the Telecommunications (Jersey) Law 2002, or any amendment or supervening law thereto, of a Service;
 - (h) do or allow to be done anything which in Our opinion will or may have the effect of jeopardising the operation of the telecommunications system provided by Us to any of Our customers;
 - (i) connect equipment other than Type Approved Equipment to a Service; or
 - (j) enter into a contract with another telecommunications provider for part of a Service and such contract is suspended or terminated.
- 13.2 The Contract may be terminated by You if:
- (a) We unreasonably exercise Our rights of variation or suspension under the Contract, by You giving written

TERMS AND CONDITIONS

notice to JT within 14 days of the notice of variation or suspension;

- (b) We exercise Our rights of variation of the technical specification of a Service such that performance of the same is materially degraded, such termination to be on 14 days' written notice without further obligation; or
- (c) We fail to observe or perform Our obligations under the Contract and fail to remedy such breach as soon as possible and in any event within 28 days after the date that You serves written notice on Us in relation to such breach, by giving Us written notice of such termination.

13.4 Subject to clauses 1.2, 13.1 and 13.2 We or You may terminate the Contract provided always that the party wishing to terminate the Contract gives to the other party written notice of its intention to do so; in the case of either party three calendar months' notice prior to the effective date of the purported termination of the Contract will be sufficient and such termination shall not affect any rights of either You or Us to enforce any term hereof which right has accrued prior to the effective date of termination.

14. SEVERANCE

If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provisions in question shall not be affected.

15. GOVERNING LAW

The Contract shall be governed by and construed and interpreted in accordance with the law of the Island of Jersey and both We and You hereby submit to the exclusive jurisdiction of the Royal Court of Jersey.

16. DATA PROTECTION

16.1 For the purposes of complying with the Data Protection (Jersey) Law 2018, We have prepared a privacy policy in relation to personal information to be collected by Us in relation to the Contract, a copy of which can be found On-line at <https://www.jtglobal.com/global/privacy-policy/>.

16.2 You acknowledge receipt of such policy and agree that a copy of the policy shall be made available to any natural person in relation to whom We receive personal information in relation to the Contract.

17. ADDITIONAL SOPRANO TERMS

17.1 The following terms shall have the following definitions where used in this clause 17:

Claim any claim, demand, action, proceeding or legal process (including a cross-claim or counterclaim).

Documentation means, in addition to any written document, the operational and instruction manuals, specification, instruction videos, any drawing, map, diagram, design or other image whether in hard copy or electronic form.

GDPR General Data Protection Regulation (Regulation (EU) 2016/6790).

Intellectual Property Rights all intellectual property rights (whether or not registered or capable of registration) including without limitation rights in patents, designs, trademarks, service marks, trade or business names, copyrights, database rights, domain names and any similar or equivalent rights arising anywhere in the world.

Personal Data any information relating to an identified or identifiable natural person, where such information is protected under applicable Privacy Laws.

Privacy Laws all laws and regulations, including without limitation EU data protection laws and the privacy laws of Australia, the United Kingdom, Jersey, Guernsey, Singapore, Brazil and the United States, to the extent applicable to the processing of Personal Data in relation to the Services.

Sensitive Personal Data (i) data relating to criminal convictions and offences, (ii) genetic and biometric data (iii) account passwords or log-in credentials (iv) personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, (v) data concerning a natural person's sexual life or orientation, and any other information that falls within the definition of "special categories of data" under GDPR.

User means any person, whether Your employee, contractor or otherwise, who uses Your Platform account.

17.2 Service

- (a) Soprano will provide You with the right to use its enterprise messaging software platform (the "**Platform**"). The Platform is being offered on an "as a service" basis.
- (b) Platform access includes the right to use any and all related Documentation (in whatever media) supplied with Platform access (including delivery of new or any amendments to existing Documentation), and right to use any updates, upgrades, new release or new versions of enterprise messaging software on the Platform.
- (c) Soprano will at all times during the term of the Contract provide the Platform as part of the Service:
 - (i) using all professional skill and care; diligently apply high standards and a professional approach commensurate with standard industry practice; and
 - (ii) in accordance with all applicable laws, as the same are amended or replaced from time to time; and
 - (iii) subject to the terms of the support metrics agreed in the Application Form,Soprano will provide access to the Platform and the Documentation 24 hours a day, 7 days a week, 365 days a year excluding scheduled maintenance.

TERMS AND CONDITIONS

- (d) Soprano reserves the right to make changes to the Platform, including features and functionality, from time to time. Soprano will use reasonable endeavours to ensure that any modifications do not adversely affect Your use of the Platform.

17.3 Usage

- (a) You must:
 - (i) ensure that Your use of the Platform complies with all applicable laws, including marketing, spam and telecommunication Laws;
 - (ii) comply with Soprano's Acceptable Usage Policy, as published on Soprano's website: [ACCEPTABLE-USE-POLICY_2023.pdf](#) as updated from time to time;
 - (iii) procure and maintain Your hardware and obtain all third-party services, software licences and permissions necessary for Your usage of the Platform;
 - (iv) take all reasonable steps to ensure You do not use the Platform in a way that damages or interferes with the Platform or the services Soprano provides to its other customers;
 - (v) ensure that Your users do not breach the terms of this SoW and accept responsibility for the acts and omissions of Your users, whether or not such acts and omissions have been expressly authorised by You; and
 - (vi) notify Us immediately if you become aware of any unauthorised use of any password or account or any other known or suspected breach of security involving the Services.
- (b) You are responsible for keeping the User passwords, which we or Soprano supply, secure. User passwords cannot be shared or used by more than one individual User but may be reassigned from time to time to replacement Users where the original User will no longer use the Service.

17.4 Service Limitations and Excluded Events

- (a) The delivery of messages via the Platform is dependent on third party services (e.g. carrier network services) and may be impacted by technical and network coverage issues that are outside of Soprano's control. In particular:
 - (i) Soprano can't guarantee that any Message sent using the Platform will be successfully delivered, or delivered in a timely manner, on an intended recipient's handset. For example, this could be due to the handset not working properly, being out of range or switched off, or the device's storage space being full;
 - (ii) Messages sent for conversion into another message format for delivery may not be successfully converted or delivered. For example, this could be due to problems with the end user's Internet connectivity or email gateway.
- (b) You accept that Soprano is not liable for any fault or failure to provide services due to:
 - (i) factors outside of Soprano's reasonable control, including, an act or omission of a third party service provider, any disruption of third party carrier networks, infrastructure and equipment, changes to any laws, industrial action, terrorist acts, lightning strikes, earthquakes, floods or other natural disaster;
 - (ii) Your failure to carry out Your responsibilities under the Contract;
 - (iii) the suspension of Your right to use the Service in accordance with the Contract;
 - (iv) applications, equipment, software or other technology or other technology that are not part of the Service; and
 - (v) scheduled maintenance carried out in accordance with the Contract.
- (c) While Soprano performs maintenance with the aim of minimising any impact on customers, from time to time maintenance may interfere with the Service. We and/or Soprano will provide You with notice of any scheduled maintenance where reasonably practicable.

17.5 Intellectual Property Rights

- (a) Other than as provided in this clause 17.5, nothing in the Contract transfers ownership in, or otherwise grants any rights in, any Intellectual Property Rights of You, Us or Soprano (each a "**Party**").
- (b) Where a Party provides any material to another Party that contains any Intellectual Property Rights which were developed by or on behalf of, or licensed to, the first Party independently of the Contract ("**Pre-Existing Material**"), then the first Party grants to the other Party a non-transferable, non-exclusive, royalty-free licence to use, during the term of the Contract, the Pre-Existing Material solely for the purpose of using or supplying the Service.
- (c) The software and documents Soprano may provide in connection with the Service are protected by Intellectual Property Rights and other laws. You must not (except with prior written consent):
 - (i) use Soprano software or documents for any purpose other than using the Service;

TERMS AND CONDITIONS

- (ii) make, nor permit any other person to make copies of the software or documents or sell, lease or otherwise distribute any of the software or documents in whole or in part;
- (iii) modify, translate, adapt, decompile, reverse engineer or create derivative works from our software or documents.

17.6 Privacy

- (a) Each of You, Us and Soprano must comply with Privacy Laws and any other applicable Law in relation to Personal Data. The terms of Soprano's Data Processing Agreement (as set out on Soprano's website: [AUG-2022-Soprano-DPA-Final-1.pdf](#) and as amended from time to time) shall apply to the extent You require Soprano to process Personal Data in Your name or on Your behalf in connection with providing the Service.
- (b) Before You provide Personal Data to Soprano via the Platform and/or Service, You must first provide all necessary notices to, and obtain any consents from, the relevant individual as required by any applicable law. Unless otherwise agreed in the Contract, You must not use the Service to send or receive: (i) personal health information (including any information subject to the US Health Insurance Portability and Accountability Act 1996) or any other Sensitive Personal Data; (ii) government issued identification numbers, including social security numbers, driver's license numbers and other state-issued identification numbers; (iii) financial account information, including bank account numbers; or (iv) credit card or debit card numbers, including any information subject to the Payment Card Industry Data Security Standards and other related law.
- (c) You agree that Soprano does not need to take any steps to ensure that any Personal Data collected by You has been collected in accordance with Privacy Laws. You indemnify Soprano for any Claim by a third party that it has suffered loss as a result of a breach of the Privacy Laws, other than to the extent that such claim is a result of Soprano's breach of its obligations under the Contract (including the Data Processing Agreement).