

# TM2/TM3 Text Messaging Service Terms and Conditions

All Users of services provided by BLUE ZINC IT LTD, by use of such services, accept the terms of business set out in the form of service agreement which follows, irrespective of the mode or manner of ordering employed by the User when ordering the services.

This Agreement is made between Blue Zinc IT Ltd. Registered office: Dill House, Unit 4C, Castlereagh Business Park, 478 Castlereagh Rd, Belfast, County Antrim, BT5 6BQ ("we" and also "BLUE ZINC IT LTD") and the user ("you").

The following constitute the terms and conditions under which BLUE ZINC IT LTD trades and supplies its TM2 and TM3 'Text Messaging' module. These conditions represent the totality of the agreement and form the Contract between BLUE ZINC IT LTD and the User for TM2 and TM3 'Text Messaging' module but are in addition to any Licenses and Support Agreements for the use of and products or services and any additional Agreements for related software or services.

Any agreed variation or alteration to part of these terms and conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the order will require to be the subject of a new order. BLUE ZINC IT LTD is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

1. Text Messaging is generally a reliable service and most messages are delivered within minutes to the recipient, however due to the nature of mobile communication networks and the possibility of issues or technical problems outside the control of Blue Zinc, Blue Zinc does not guarantee that any particular text message will be delivered or the time it may take to deliver the message. You will not be charged for messages which are not delivered due to problems with TM2/TM3/TM3. However you will be charged for any messages which are delivered to a mobile network but cannot be delivered to a handset for a reason outside of our control, for example incorrect code or mobile number.

2. Confirmation emails will be sent to your designated email account for each message sent.

3. Replies to text messages will be sent to your designated email account providing that they are in reply to a message you have sent from TM2/TM3/TM3. As replies to messages rely on the internet and email accounts, there is no guarantee that replies will be delivered or the time in which this will happen.



4. You agree to pay Blue Zinc the cost of all text messages sent using your account by monthly Direct Debit at the rates noted below, or the current standard text rates. Direct Debits are collected on or around the 15th of each month. Monthly itemised statements are not included in the pricing of TM2/TM3/TM3 Text. If you require a statement, there will be a small charge to produce this.

5. Blue Zinc IT reserve the right to change the cost per message by giving 1 month's notice by email.

6. To cancel your TM2/TM3 Text service, please contact us in writing and we will stop your service on the date you request. You will be billed for any outstanding messages at the following billing date.

7. We reserve the right, in our sole reasonable discretion, to immediately terminate your access to TM2/TM3's Text Service without notice if in our sole discretion we believe you or your user(s) have breached these Terms and Conditions and/or are threatening the security and/or integrity of TM2/TM3 and services through your use of the system.

8. In the event of non-payment of an overdue invoice by you, we reserve the right to suspend the service immediately until payment is made in full.

9. Due to the nature of SMS provision, personal data may be processed (as defined by the Data Protection Act 1998 or subsequent superseding legislation). Therefore we only use SMS provider platforms that have strong GDPR compliance credentials with whom we have taken due diligence and have a written contract in place.

#### CURRENT TEXT MESSAGE PRICING

As of January 2018, TM2/TM3 Text is charged per message sent. A message costs, UK – 8.5p excluding VAT (10.2p including 20.0% VAT) Republic of Ireland/Euro Zone countries – 8.5c\* If you receive a reply from a mobile, this will be delivered as an email to your specified email address. This service is free of charge. The cost of a text message to a non-UK/Irish mobile number may cost more and not all countries are supported by the TM2/TM3 Text Service. If you require more information on international texts from TM2/TM3, please contact the TM2/TM3 Support Team.

\*Under EU legislation VAT is not charged for the supply of this service but must be accounted for by the customer