**Terms and Conditions of Bulk SMS Services**

1. **Agreements of Sale by Electronic Transaction:**

The provision of the Service (bulk sms gateway) through the Website constitutes a legally valid transaction between you and UNotify subject to the terms and conditions specified herein.

1. **Cancellations of Transactions:**

UNotify reserves the right, to refuse to accept, process or honour payment on any order and to cancel any transaction at their discretion including an order for which payment has been received. The reasons may include, without limitation, causes beyond the control of UNotify, where the “stock” held by UNotify is insufficient, or not of an adequate quality in the discretion of UNotify. Should UNotify cancel the order, as abovementioned, the User shall be entitled to receive a full refund of any monies actually received by UNotify. Any order cancellations by you will be subject to a deduction of 10% of the total purchase price as an administration fee.

1. **Quality and Functionality of Services:**

Any complaints regarding the quality and/or functionality of the Services should be directed to [info@uNotify.co.za](mailto:sms@smsportal.co.za)

1. **Anti-Spam:**

UNotify enforces an “Anti-Spam” policy in respect of the Services provided. In accordance, the Services shall not be used for the sending of unsolicited messages, notifications, alerts, messages or communications. UNotify automatically monitors all incoming messages. If UNotify detects any of the aforesaid, UNotify shall delete the messages and block the number.

1. **Database:**

All Customers of the Service warrant possession of the necessary authority, consent or permissions to enter into communications with the Customer’s contacts as per the CPA and WASPA Code of conduct when using the Service and indemnify UNotify from any claims against UNotify by any of the Customer’s contacts in respect of unsolicited messages, notifications, alerts, messages or communications.

1. **Limitation of Liability:**

Neither UNotify, nor any service provider appointed by UNotify shall be held responsible for any injury, loss or damage of any kind whatsoever suffered or incurred as a result of use of the Services including, without limitation, any injury, loss or damage suffered as a result of:

1. Data security, privacy, availability and reliability of message processing and transmission
2. Errors or discrepancies in the information provided
3. Any unauthorised access of the Services by third parties
4. Any breakdown or failure of any equipment or medium of access to the Services
5. Any failure or unavailability of any of UNotify's or any third parties facilities or systems resulting in the inability to process any transaction
6. The destruction or accessing of your or any third parties data or equipment
7. Any alteration, modification, upgrade or update of the Services or any technology, hardware or software modification that may form part of the Services
8. **Unauthorized Use of Services:**

Unauthorized use of the Services include reproduction, duplication, copying, adaptation, sale, resell or exploit for any commercial purposes, any portion of the Services, use of the Services, or access to the Services and without limitation, use of the Services:

1. That impersonates or harasses any other person
2. To send any information, the disclosure of which would be abusive, threatening, false, fraudulent, misleading or obscene, that misappropriates or infringes any person's proprietary right
3. That violates any persons right of privacy or publicity
4. To send communications that contain any sexual, racist, or discriminatory content constituting harassment of any individual or organisation
5. That constitutes unauthorised interception of communications
6. To release, post, distribute or execute any viruses or other harmful computer code
7. To transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any part
8. To engage in transmission of unsolicited mass distribution of messages or any similar conduct