

Updated: April 2018

## SL INTERACTIVE MESSAGING TERMS OF USE

The following are the terms and conditions for use of the SL Interactive SMS Messaging systems. You, as account holders and users are subject to these terms and conditions, the SL Interactive Privacy Statement or other notices (collectively known as "Terms of use") issued by SL Interactive.

Use of or access to the SL Interactive messaging services (Campaign Manager, Messenger and SwipeFied), constitutes agreement to these terms of use.

### SL Interactive Disclaimer

The account holder and/or user agrees to indemnify and not hold responsible SL Interactive, its directors, employees, contractors, parent or subsidiary businesses for any claim howsoever arising, including legal fees, from the use of the SL Interactive Messaging service.

SL Interactive does not warrant that this service will be error-free or uninterrupted.

The account holder and/or user agrees that SL Interactive will not be responsible for any unauthorized access or transmission to or from the account holder's account, or for messages received or not received when using the Service.

The account holder agrees that SL Interactive will not be responsible for content sent that from their account infringes on another's rights, including property rights.

SL Interactive's liability for negligence or breach of contract regarding the SL Interactive messaging service is limited, to the maximum extent permitted by law, to the resupply of SL Interactive services or refund of account credit.

This agreement is governed by the law in force in the State of Victoria and Australia

### Changes to or Termination of Accounts

SL Interactive may change any of these Terms of Use at any time by giving notice to the account holder. This includes message delivery prices that are also subject to change at any time. The notice may be by way of e-mail or a posting of the change on the SL Interactive website once a user is logged in to their account. Continued use of the SL Interactive account will amount to acceptance of these changes.

SL Interactive may terminate this Agreement or the Services at any time if we have reason to believe that a violation of the Anti-Spam policy may have occurred. SL Interactive shall have no liability to you or any third party because of such termination.

Registered accounts that have never purchased credits will expire 12 months from registration and may be terminated without notice to the account holder.

Registered accounts with an empty credit will expire after 12 months of inactivity and may be terminated without notice to the account holder.

SL Interactive may terminate any account holder's account if it believes any of these Terms of Use have been breached, or to protect SL Interactive property. Monies owing by the account holder will still be payable to SL Interactive.

Unless otherwise stated, all subscription messaging plans for both the Campaign Manager and the Messenger systems are based on a monthly term, which is automatically renewed at the start of the monthly term. All subscription plan credits are topped up to their original value within 24 hours of the successful subscription payment notice from PayPal. Any unused credit that may have been left from the previous month does not carry over to the next month. Notice of termination must be communicated to SL Interactive, via PayPal, email or mail, with 7 days' notice. There is no termination or exit fee.

All prices for both the Campaign Manager and the Messenger system are in AUD and excluding GST. SL Interactive messaging credits can be used for autoreplies inside the Campaign Manager or for sending SMS and Email messages through the Messenger system. 1 messaging credit equals to 1 standard length SMS (160 characters) or 5 Emails.

International SMS uses the same flat rate of 1 credits per 1 standard length SMS (160 characters). To overcome the limitation on the number of characters that can be sent in a single SMS text message transmission (160), The Messenger platform allows for sending out 'long or concatenated SMS'. Using this method, long messages are split into smaller messages by the sending device and recombined at the receiving end. Each message is then billed separately (in 158-character blocks as two characters are used for joining the messages together). If this feature is supported by the destination handset and the carrier, its use is transparent to the end user and the message appears as a single long text message.

### **Users Responsibilities**

Account holders and/or users must keep their personal registration information (name, billing details and contact data) accurate, complete and up to date. SL Interactive reserves the right to verify this information from time to time and to terminate without notice any accounts found in non-compliance with this requirement.

Account holder information may be accessed in accordance with the SL Interactive Privacy Principles. Use of SL Interactive Messaging is the account holder's responsibility and totally at the account holder's own risk.

SL Interactive (including its employees and contractors) will not be liable for any loss or damage caused to the account holder, user or anyone else because of using the SL Interactive service. This includes but is not limited to loss or damage caused by loss or delay of message content or any loss caused by the negligence of SL Interactive, its employees or contractors.

Account holders and users will be totally responsible for costs incurred from the use of their account, including costs incurred by others entrusted with the account holder's username and password. Therefore, account holders and users must accept responsibility for all aspects of their SL Interactive account, including the actions of all persons in possession of the account holder's username and password.

The account holder or user indemnifies SL Interactive from all costs, liabilities, suits, actions or claims arising or in any other way connected with SL Interactive from the account holder's or user's use of their SL Interactive account, or any other person using the account holder's username and password.

The account holder and user agree not to transmit any material which violates State, Federal or International law, instructions, regulations or guidelines issued by regulatory authorities, relevant licenses and other codes of practice or transmit any material which is in contravention to any privacy or copyright rules or any other proprietary interest.

The account holder and/or user agree not to harass, stalk, hoax, abuse or threaten any other person using SL Interactive Messaging systems. SL Interactive messaging systems may not be used in any circumstances for the sending of unsolicited SMS or MMS (sometimes called "spam"). You may not use SL Interactive Messaging systems to distribute illegal contests, pyramid schemes, chain letters, or multi-level marketing campaigns.

The account holder agrees to be aware and abide by State and National regulation and law regarding the use of SMS, Email and MMS as an advertising and communication media. The account holder, as a message originator, agrees to comply with:

1. [The SPAM ACT 2003](#)- See the [Practical guide for business](#); and
2. The Australian Communications Industry Forum (ACIF) Industry Code of Short Message Service (SMS) Guideline, [ACIF document C580 December 2002](#).

Further information on the SPAM ACT practical guide for business and the ACIF Industry code for SMS is outlined in the "SMS Guidelines for commercial message originators" below.

The account holder and/or user agree not to interfere with the operation of the SL Interactive messaging system.

SL Interactive directors maintain the right to inspect message content and take appropriate action on receiving complaints relating to message content via the SL Interactive service. We take abuse of people's privacy rights seriously. SL Interactive contacts all account holders by e-mail or phone for any matter relating to unsolicited, abusive, deceptive or misleading messaging that has been conducted through the SL Interactive service. Appropriate action may constitute the suspension or cancellation of an account pending investigation into any alleged abuse or misuse of the SL Interactive service for inappropriate or illegal use.

The account holder and/or user agrees that all the contents of the SL Interactive Messaging service, including web-sites, pages, logos, hardware and promotional materials are protected by copyrights and trademarks and remain the property of SL Interactive and may not be copied for any reason.

### Refund Policy

SL Interactive has a no-refund policy except for the following circumstance:

1. On substantiation of the death or permanent incapacitation of the registered user;

### SMS Guidelines for commercial message originators

SL Interactive account holders agree to comply with the SPAM ACT which you may view [here](#). Further SL Interactive account holders agree to follow the guide produced by the ACA of [SPAM ACT: a practical guide for business](#) which states:

**The three key steps you should follow are:**

- A. Consent** - Only send commercial electronic messages with the addressee's consent - either express or inferred consent.
- B. Identity** - Include clear and accurate information about the

person or business that is responsible for sending the commercial electronic message. This must be some form of traceable identification information, such as company name, contact number, email address or return mobile number.

- C. Unsubscribe** - Ensure that a functional unsubscribe facility is included in all your commercial electronic messages. Deal with unsubscribe requests promptly. The responsibility to ensure an optout functionality exists on each message rests solely with you.

SL Interactive account holders agree to comply with ACIF Industry Guidelines for sending SMS, which you may view [here](#)

**This guideline states:**

**a) Recognised Identifier** - Message originators (the SL Interactive Account Holder) should include a Recognised Identifier in all their Marketing Messages. The Recognised Identifier should be in a form that reasonably enables a Recipient to identify or directly contact the Message Originator (the SL Interactive account holder).

**b) Prohibition of Marketing Messages** - Message originators should not send Marketing Messages to Recipients via SMS, Email or MMS unless:

- i. The Recipient has requested the Marketing Messages
- ii. The Recipient has provided the Message Originator with prior consent to send such Marketing Messages; or
- iii. The message Originator complies with the provisions of Clause 2.1 (a) or Clause 2.1 (c) of the National Privacy Principles, as contained in Schedule 3 of the [Privacy Act 1998](#)

**c) Recipients Rights to Opt Out** - SL Interactive account holders sending marketing messages should implement appropriate means of allowing the recipient to notify the message originator not to send further Marketing Messages. The means should be:

- i. Easy to use by the Recipients;
- ii. Minimise any inconvenience;
- iii. Be provided at a low cost to the recipient

**d) Compliance with Opt out Notices** - The message originator should comply as soon as practicable with any notice it receives under clause c) above and not send further Marketing Messages unless and until the Recipient requests or consents to receiving further marketing messages.

The account holder acknowledges that failure to comply with the above-mentioned terms and conditions may result in temporary suspensions or even permanent termination of services. As part of the Terms of Use of SL Interactive Messaging, SL Interactive reserves the right to pass on all Messaging related TIO (Telecommunications Industry Ombudsman), ACMA (Australian Communications and Media Authority) and Carrier complaint charges, fines, fees and levies to the account holder.