

ADDENDUM

SMS Reseller

This Addendum is in **Reference:** ICUK07 _____ in the name of _____

ICUK is an international communications company that provides manual and automatic SMS delivery services to Resellers and Customers, and the said party wishes to obtain those services from ICUK in accordance with the terms of this full Agreement.

ADS 1. Definitions

All previous definitions in this agreement are utilised in conjunction with this Addendum in relation to the SMS service, defined herein, unless the context otherwise requires:

1.1 "**Act**" means the Telecommunications Act 1984;

1.2 "**Agreement**" means The Resellers Agreement in full inclusive of all addendums, attachments and relevant Terms and conditions;

1.3 "**Carrier**" means any supplier of telecommunications services to ICUK for the Service;

1.4 "**Intellectual Property**" means any patent, copyright, registered design, trade mark or other industrial or intellectual property right subsisting in the Territory in respect of the SMS service and applications for any of the foregoing;

1.5 "**Person**" means an individual or a body corporate or unincorporated or a partnership and "Persons" shall be construed accordingly;

1.6 "**Restricted Information**" means any information which is disclosed to one party to this Agreement by the other pursuant to or in connection with this Agreement (whether orally or in writing, and whether or not such information is expressly stated to be confidential or marked as such);

1.7 "**Services**" hereafter and related to this addendum means those manual and automatic SMS delivery services as described on the date hereof in the Company's website www.icukhosting.co.uk together with any increased or improved services of such a nature that may be provided by the Company from time to time.

ADS 2. General:

2.1

References to clauses and sub-clauses are, unless otherwise stated, references to clauses and sub-clauses within this Agreement.

2.2

The headings within this Addendum are for convenience only and shall not affect its interpretation.

ADS 3. AUTHORISATIONS AND AUTHENTICATION

3.1.

The Company will issue a username and password to the Customer via e-mail if not already issued for another service. This login information will serve as identification of the Reseller and all services attached to and within its control panel to the Company, when accessing the Company's SMS delivery services, either via its web site or through its programmatic interfaces. The Company will perform no further authentication of the Reseller's identity.

3.2.

The Reseller agrees that all web site activities and programmatic actions which can be traced to its username and password are deemed as having been performed by the Customer itself and are legally binding on it.

3.3.

The Reseller is responsible for careful use and storage of the username and password issued by ICUK. The Reseller acknowledges that ICUK recommends changing the password on a regular basis. If misuse or theft of the login information is suspected, the Reseller agrees to immediately notify ICUK in order to suspend the resellers account and or take other appropriate measures. The Company shall not be liable for losses or other consequences arising out of such misuse.

ADS 4. RISKS

4.1.

The Reseller acknowledges that, by definition, access to the Internet, the GSM network and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, reliability of transmission etc. The Reseller agrees to accept and bear full responsibility arising from such risks and the consequences of the Resellers usage of ICUK SMS services herein and contravening clause 5 within this agreement.

ADS 5. SUPPLY OF SERVICES:

5.1.

ICUK will take all reasonable steps to provide SMS delivery services on the website seven days a week, twenty-four hours a day and as far as they are able perform system and incident monitoring during this time. In order to use the Services, the Reseller and or End User must obtain access to the Internet, either directly or through devices that access Internet content, and pay any service fees associated with such access. In addition, the Reseller and or End User must provide all hardware and software necessary to make such connection to ICUK SMS Services and the Internet. It is the Reseller and or End User responsibility to ensure conformance of its software with the transmission protocols prescribed by ICUK for the access to its SMS services.

5.2.

In relation to those components of the Service(s) under our control, we will always seek to uphold the rights that Reseller is entitled to by law including your right to receive a satisfactory service from us and we will seek to correct any errors or omissions that are brought to our attention. Other than in respect of these rights, the Service(s) are provided on an "as is" or "as available" basis and we make no promises or representations, whether express or implied, in relation to the Service(s), including but not limited to implied promises or conditions of completeness and accuracy. ICUK will take reasonable steps to provide compatibility while extending its services and offerings, ICUK may change its transmission protocols at any time with an advance notice of not less than five (5) days to the Resellers. If such changes do not affect the Resellers current interface implementations, ICUK reserves the right to enhance, develop, and modify services and contents at any time without prior notice.

5.3.

The Reseller acknowledges that the Company delivers SMS messages via major telecommunications companies and mobile network providers and can therefore only influence the delivery in respect to transmission of SMS messages within the technical constraints imposed by such providers.

5.4.

SMS messages submitted and accepted via the ICUK's Service will be transferred to the designated addressed mobile recipient/s, provided that: -

5.4.1.

the recipient's mobile network provider has a roaming agreement with one of ICUK's partner providers; and

5.4.2.

the recipient's mobile telephone is switched on and located in an area covered by his subscribed mobile network provider.

5.5.

Whilst ICUK will take reasonable steps to deliver the message to the recipients as quickly as the service will allow, it cannot commit to or guarantee a specific maximum delivery time, as such times depend on various network and system-related factors among the various entities involved in transporting the message across the GSM network.

ADS 6. RESELLER ACKNOWLEDGEMENT:

6.1.

Reseller acknowledges that ICUK has little or no influence on the service quality once the message has been submitted to its partner mobile network providers and thus has left its domain of control.

6.2.

The Reseller acknowledges that, depending on the recipient's mobile provider service, it may not be possible to transmit the SMS message to the recipient successfully, if the recipient's provider has temporarily or permanently disabled, or does not support SMS delivery at the time of transmission

6.3.

Through the Services, SMS messages are assigned a default life time by the specific SMSC. SMS messages which could not be delivered successfully to the recipient's mobile phone for what ever reason within the life time will be discarded without notice in the recipient mobile network provider's messaging centre.

6.4.

The Reseller acknowledges that ICUK and or its affiliated and associated partners may be obliged by law to store all message content and activity logs for a particular length of time and that ICUK could be required by law to disclose details about a Reseller and or End User's activity and SMS transmissions to government and law enforcement officials and other such agencies. In that regard the Reseller hereby agrees to ICUK taking such action. Furthermore, the Reseller acknowledges that SMS message content is transmitted unencrypted and that eavesdropping and or copying of mobile phone communications, including SMS delivery, by third parties is possible and will make this known to their End User.

6.5.

Each SMS message transmitted by or on behalf or at the direction of the Reseller must contain an existing and authorised mobile phone number belonging to the Reseller and or End User or authorised for use as such by the owner of the phone number, or other sufficient identification of the originator. The Company reserves the right not to deliver SMS messages without sufficient originator information.

6.6.

The Reseller agrees that ICUK may, in its sole discretion, terminate the Resellers or End Users use of the Service, and remove and discard any content within the service, deemed to contravene any clauses within this agreement and its addendums. Furthermore, the Reseller agrees that ICUK shall not be liable to the Reseller or its End Users or any third-party for discontinuing providing its services.

ADS 7. CUSTOMER'S LIABILITY

7.1.

The Reseller accepts full responsibility for the content of SMS messages transmitted by himself, third party at his request or on his behalf.

7.2.

The Reseller agrees to abide to all laws and regulations applicable to the content and intent of SMS messages transmitted by him. The Reseller shall be liable for all consequences and costs arising out of any breaches against such law or regulations perpetrated by him, or under his direction or on his behalf.

7.3.

The Reseller must ensure that his SMS delivery does not cause disturbance or harassment of a recipient or other Person. The Reseller agrees to refrain from sending SMS messages containing offensive, violent, pornographic, or discriminatory, or otherwise illegal content. The Reseller is not permitted to send SMS messages to recipients who have made clear that they do not wish to receive SMS messages or advertisements via SMS from said reseller.

7.4.

The Reseller acknowledges and warrants that the Service shall be used to send only information requested by the potential recipient. Therefore the Reseller shall comply with all relevant rules and regulations as in clause 5, regarding treatment, use and exploitation of private, personal data and other personal information of the potential End User. Such compliance shall include without limit, the right for the recipient to be informed and their right to access this information and to modify it or to 'opt out' completely of the Resellers database along with the manner in which they can request this.

7.5.

In particular, the Reseller must not send SMS inviting the recipient to call back a premium rate or expensive number, even if the recipient has given permission, if the Reseller service breaks any appropriate regulatory bodies rules, regulations or guidelines. This traffic is not permitted on the ICUK network because of the potential complaints that may be made by recipients that could damage ICUK's or any Mobile Networks name and goodwill.

7.6.

The Reseller hereby agrees to indemnify and hold ICUK, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including in particular, without limitation, reasonable legal fees, made by any Person due to or arising out of the Resellers transmission of SMS message(s) through the Services, use of the Services, connection to the Services, breach of this Agreement and or the Resellers violation of any rights of any other Person.

ADS 8. PRICING AND PAYMENT

8.1.

ICUK will debit transmitted SMS messages from the Resellers online SMS account according to its transmission logs. In the case of dispute between ICUK and the Reseller as to the correctness and validity of these transmission logs, ICUKs decision thereon shall be final and binding on the parties.

8.2.

The Company's SMS pricing scheme is based on prepaid message volume according to the current SMS message pricelist. All prices are subject to change with an advance notice of five business days. The reference currency for all transaction between ICUK and the Reseller is Sterling.

8.3.

The Company shall charge the per-message fee to the Reseller as soon as a message has been forwarded successfully to one of ICUK's partnered mobile networks. As it is agreed between the parties that as neither ICUK nor its partners are able to guarantee successful delivery of the SMS messages to recipients in reference to clause ADS 6, neither the Company nor its partners are required to refund the cost of undeliverable SMS messages to the Reseller.

8.4.

The Company will credit the Resellers SMS account with the purchased number of SMS messages upon receipt of payment.

8.5.

Each message sent will be debited from the Customer's SMS account. The Customer acknowledges that the Company reserves the right to suspend the Service if the Customer's account balance reaches zero. The Customer can obtain the real-time status, as well as real-time details of his account, from the Company at any time via its control panel.

8.6.

The Customer's SMS account balance is non-refundable and does not bear interest. Pre-purchased SMS messages must be used within 12 calendar months from payment. The Company reserves the right to cancel any existing account balance without prior notice to the Customer.

ADS 9. INTELLECTUAL PROPERTY RIGHTS

9.1.

It is agreed and acknowledged by the parties that all communication media and systems associated with the web site www.icukhosting.co.uk, the control panel and the underlying services remain the property of the Company, its suppliers or partners as appropriate. By using the services, the Customer shall not obtain any rights in the infrastructure, content, Intellectual Property, or software associated with the services.

ADS 10. DURATION AND TERMINATION

10.1.

This Addendum shall come into force on the date hereof and continue thereafter unless and until terminated by either party in reference to clause 22 in the agreement including sub clauses.

ADS 11. SEVERABILITY

11.1.

If any of the provisions of this Agreement and Addendums is found by any Court to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and Addendums and the remaining provisions of this

For and on Behalf of: -

Company: _____

Signature: _____

Date: _____