

Please read this agreement carefully. This SMS agreement (“SMS AGREEMENT”) describes the terms and conditions under which uMobilize Promotions Ltd, trading as uConnect (“UCONNECT”), offers you (The “USER” or “YOU” or “YOUR”) an account (the “ACCOUNT”) for use of the uConnect service (the “SERVICE”) by accessing or using the service, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use the SERVICE.

CHANGES IN TERMS & CONDITIONS

UCONNECT may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement at the site. UCONNECT reserve the right to change the content, presentation and/or availability of any part of this service at its discretion. You agree to review the agreement periodically to be aware of such modifications and your continued access or use of the service will signify your acceptance of any revised Terms of Use.

THE SERVICE

UCONNECT provides the SERVICE with the capability to send SMS to mobile phones via the World Wide Web on the UCONNECT system. UCONNECT may terminate, change, suspend or discontinue the SERVICE, including the availability of any features of the Site, at any time.

REGISTRATION

To register an account for usage of the SERVICE, you agree to provide true, accurate and current information about yourself and/or your business. You will regularly update such information to keep it true and accurate. If this is proven not to be the case, or if we suspect that this is not the case, then UCONNECT has the right to suspend or terminate your account and / or refuse any current or future use of any or all of our services. You must make reasonable efforts to keep your password safe and not disclose it to any other person or permit either directly or indirectly any other person to utilise your User Name or password.

LIABILITY

UCONNECT does not assume any liability for content of messages sent and is exempt from any claim that may arise from third parties as a result of message sent. You are fully responsible for any charges and liabilities incurred through the use of the SERVICE or Your Account and for any activities conducted through Your Account. The User agrees to notify UCONNECT immediately of any unauthorized use of the account or abuse of uconnect.ie.

RESTRICTIONS

UCONNECT Accounts are not available to minors or any person who cannot legally agree to the terms of this Agreement. By accepting these terms, you confirm that you are of sufficient legal age to use the service and that you are capable of entering into a binding agreement.

THIRD-PARTY COMPLIANCE

All customers are fully obliged to comply with guidelines, codes of practice and regulations issued by REGTEL. These guidelines, codes of practice and regulations may be found at www.regtel.ie. REGTEL guidelines, codes of practice and regulations that the customer must comply with, include (but are not limited to):

1. Ensuring that the customers marketing and advertising always informs the public clearly and precisely how much any premium Shortcode enquiry will cost to use.
2. If UCONNECT receives written notice from REGTEL or any other regulatory bodies of non compliance to their guidelines, codes of practice and regulations, UCONNECT shall be entitled to pass on any imposed fines to the customer who under this agreement the customer agrees to pay in full.
3. Noncompliance to REGTEL guidelines, codes of practice and regulations will result in the customers' accounts being suspended pending investigation and terminated from current and future use if found to be breaching compliance. Customers will conform to any requests from REGTEL in order to carry out any investigations.
4. UCONNECT will answer queries from customer with regard to compliance to REGTEL guidelines, codes of practice and regulations. However, advice is only on what we understand of their guidelines, codes of practice and regulations and customer should seek further clarification from relevant regulatory bodies.

INDEMNITY

You agree to indemnify and hold UCONNECT and its affiliates, directors, subsidiaries, and employees, harmless from any and all claim or demand, including reasonable legal fees, made by any third party due to or arising out of Content you upload or make available through our service, your violation or breach by you of the terms and conditions.

CONTENT CONTROL

1. You, as the sole originator are entirely responsible for content made available through the service. UCONNECT will not be liable for any errors / omissions / loss or damage of any kind incurred as a result of using the service.
2. You acknowledge that UCONNECT may screen, refuse, or remove content in order to monitor compliance with our terms and conditions.
3. You fully agree that any content that you upload to our service may be preserved and or disclosed if required to do so by law.
4. The ability to receive text messages to mobile phones is wholly dependent on individual mobile operators and subscriptions.

THIRD-PARTY LINKS

This website may provide, links to other third-party websites or resources. You agree that access to any other website through this website is at your own risk. You further acknowledge and agree that UCONNECT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. UCONNECT reserves the right to terminate a link to a third party website at our discretion. Any links on this website to other third party web sites are not intended to signify that UCONNECT endorses or otherwise has any responsibility for their content.

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UCONNECT shall in no event be responsible for the security of the data transmission between UCONNECT and the user, including but not limited to the transmission of the payment information such as credit card numbers. UCONNECT expressly disclaims all warranties of any kind, whether expressed or implied, for the security of the data transmission between UCONNECT and the user.

LIMITATION OF LIABILITIES

UCONNECT shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss or profits, goodwill, use, data or other intangible losses, resulting from:

1. The use or inability to use the service.
2. The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service.
3. Unauthorized access to or alteration of your transmissions or data.
4. Statement or conduct of any third party on the service.
5. Any other matter relating to the service.