

#### Acceptance of Terms

You are asked to read the following terms carefully before You ("You") accept these Terms by signing the SMS Service Agreement SMSIntegra("Services").

SMSIntegra is made available by Stardotstar Software Limited and is the copyright work of Stardotstar Software Limited. Use of the Services is governed by the terms of this agreement or any other document describing features and conditions.

#### Stardotstar Software Limited Services

Stardotstar Software Limited provides access to its SMSIntegra. This is realized through an account that allows You to send short messages (SMS) and send up to 160 characters in SMS format to the recipients defined in your database. Stardotstar Software Limited will attempt to deliver all of the SMS messages that You have addressed to SMSIntegra. Stardotstar Software Limited uses a third-party (Indian or international network operator) for delivering SMS messages and does thus not sign responsible for the actual delivery of Your short message (SMS).

Under no circumstances can Stardotstar Software Limited guarantee the delivery of messages abroad. Stardotstar Software Limited is not liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages caused by, but not limited to, delayed or failed delivery of short messages (SMS).

#### Your obligations

In consideration of Your use of SMSIntegra, You agree to be solely responsible for:

(1) providing true, accurate, current and complete information about You as prompted by the SMS Service Agreement ("Agreement"), and (2) maintaining and promptly updating the Data to keep it true, accurate, current and complete. If You provide any information that is false, inaccurate, out of date, or incomplete, or Stardotstar Software Limited has reasonable grounds to suspect that such information is false, inaccurate, not current, or incomplete, Stardotstar Software Limited may suspend or terminate Your account. This also applies to any of Your applications causing any damage or disturbance to Stardotstar Software Limited's systems.

You are responsible for the access of the SMS-Systems by any third person. This especially refers to all costs and charges for all, without limitation, SMS-messages that Stardotstar Software Limited sends out under your account. You are solely responsible for the security of your password and should under no circumstances make it available to any third person.

You understand that all information, data, text, messages, or other material ("Content") whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that You, and not Stardotstar Software Limited, are entirely responsible for all Content that You transmit via the Services. Stardotstar Software Limited does not control the Content posted via the Services and, as such, does not guarantee the accuracy, integrity or quality of such Content. You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. You acknowledge that You are responsible for the Content that You submit, and You, not Stardotstar Software Limited, have full responsibility for the Content, including its legality, reliability, appropriateness, originality and copyright. You agree to not use the Services to intentionally or unintentionally violate any applicable local, state, national or international law, or any regulations having the force of law. A recipient that does not wish to receive SMS messages including advertisements or promotions and states this clearly towards Stardotstar Software Limited or You has to be removed from the mailing list. You are responsible that you do not send any further messages to this recipient. If You use the Services for advertisement or promotion, Your message has to contain a hotline number.

#### Duration and Termination of Agreement

This Agreement runs for an indefinite period. The Agreement can be terminated by a party at any time by written notice to the other party under keeping to a notice period of 30 days prior to the date of the termination of Agreement.

Stardotstar Software Limited, in its sole discretion, may terminate your password and use of the Services, and remove and discard any Content within the Services if Stardotstar Software Limited believes that You have violated or acted inconsistently with the letter or spirit of this Agreement. Any termination of Your access to the SMS-System and Services under any provision of the terms of this Agreement may be effected without prior notice, and Stardotstar Software Limited may immediately delete Your account and/or bar any further access to such files or Services. Further, Stardotstar Software Limited will not be liable to You or any third-party for any termination, modification, or suspension of the Services.

#### Notices and Modification of Agreement/Services

Stardotstar Software Limited may send notices to You via e-mail or regular mail. The Services may also provide notices of changes to the Terms of this Agreement or other matters by displaying notices or links to notices to You generally on the Services.

Stardotstar Software Limited reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. Changes in pricing such as the monthly minimum turnover or the price for short messages (SMS) will be made available to You with prior notice. If You don't send a written termination of the Agreement to Stardotstar Software Limited keeping to the period of notice as defined in this Agreement, You agree to any changes in pricing or changes of the terms, whichever is applicable.

#### Data Protection

Stardotstar Software Limited will handle Your Data according to legal requirements and respect Your desire for privacy. This especially applies to registration, storing and passing on of Your Data.

#### Reservation of Proprietary Rights

The Services and any software used in connection with SMSIntegra contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Content contained in third-party advertisements or information presented to You through the Services or advertises is protected by copyright, trademarks, service marks, patents, publicity rights, or other proprietary rights and laws. Except as expressly authorized by Stardotstar Software Limited or advertisers, You agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services or the software in whole or in part.

#### Disclaimer of Warranties

a) Your use of the Services is at Your sole risk. The Services and information (as defined under Stardotstar Software Limited's Services) are provided on an "as is" and "as available" basis. Stardotstar Software Limited makes no representations, warranties, or guaranties as to the quality, suitability, truth, accuracy or completeness of any of the Content transmitted via the Services.

b) Stardotstar Software Limited makes no warranty that:

- (1) The Services will meet Your requirements,
- (2) The Services will be uninterrupted, timely, secure, or error-free,
- (3) The results that may be obtained from the use of the Services will be accurate or reliable.

c) Any material obtained through the use of the Services is done at Your own discretion and risk and You are solely responsible for any damage to Your computer system or loss of Data that results from the download of such material.

d) No advice or information, whether oral or written, obtained by You from Stardotstar Software Limited or through or from SMSIntegra will create any warranty not expressly stated in the terms of this Agreement. Stardotstar Software Limited's employees are not authorized to vary these terms.

#### Limitation of Liability

a) To the extent not prohibited by applicable law, Stardotstar Software Limited is not liable for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to damages or loss of profits, revenue, goodwill, use, data, electronically transmitted orders, or other economic advantage (even if Stardotstar Software Limited has been advised of the possibility of such damages), however caused and regardless of the theory of liability, arising out of or related to: (1) The use of or the inability to use the Services; (2) The cost or 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 Services; (3) Unauthorized access to or alteration of Your transmission or Data; (4) Statements or conduct of any third-party on the Services; or (5) Any other material relating to the Services.