

PLEASE READ THIS AGREEMENT CAREFULLY.

THIS SMS USER/RESELLER AGREEMENT ("SMS AGREEMENT") DESCRIBES THE TERMS AND CONDITIONS UNDER WHICH VOICESMSPROVIDER.COM OFFERS YOU (THE "USER" OR "YOU" OR "YOUR RESSELLER") AN ACCOUNT (THE "ACCOUNT") FOR USE OF THE CONTACTABULKSMS SERVICE (THE "SMS SERVICE").

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW AS WELL AS THE TERMS AND CONDITIONS PUBLISHED ON THE VOICESMSPROVIDER.COM SITE .

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SERVICE. VOICESMSPROVIDER.COM MAY MODIFY THIS AGREEMENT AT ANY TIME, AND SUCH MODIFICATIONS SHALL BE EFFECTIVE IMMEDIATELY UPON POSTING OF THE MODIFIED AGREEMENT AT THE SITE. YOU AGREE TO REVIEW THE AGREEMENT PERIODICALLY TO BE AWARE OF SUCH MODIFICATIONS AND YOUR CONTINUED ACCESS OR USE OF THE SERVICE SHALL BE DEEMED YOUR CONCLUSIVE ACCEPTANCE OF THE MODIFIED AGREEMENT.

1. THE SERVICE

VOICESMSPROVIDER.COM provides the SMS Service with the capability to send SMS to mobile phones via the World Wide Web on the VOICESMSPROVIDER.COM System. VOICESMSPROVIDER.COM may terminate, change, suspend or discontinue the SMS Service, including the availability of any features of the Site, at any time. VOICESMSPROVIDER.COM may from time to time provide additional services subject to charges according to the sole discretion of VOICESMSPROVIDER.COM.

2. MEMBER ACCOUNT

(A) Accounts are not available to minors or any person who cannot legally agree to the terms of this SMS Agreement. By accepting these terms, you confirm that you are capable of entering into a binding agreement. You must accurately complete any subscriber information requested by VOICESMSPROVIDER.COM. The SMS Service is intended to appeal to a broad audience, and therefore it is the responsibility of the parent or guardian to determine whether any of the VOICESMSPROVIDER.COM Services are appropriate for your child.

(B) To open an account for usage of the SMS Service, the User must provide true and accurate information as prompted by the Registration Form and shall promptly update such information to keep it true and accurate. The User shall signup with his/her name, physical address, email address, phone number and a username and the password will be sent to the user's phone number and notification to user's email address. The User is entirely responsible for the privacy, confidentiality and storage of password. All website activities that can be traced to the username and password of the User are deemed as having performed by User. VOICESMSPROVIDER.COM 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 SMS Service or Your Account and for any activities conducted through Your Account. In addition, VOICESMSPROVIDER.COM may temporarily DEACTIVATE your Account if You report unauthorized use or if usage of the Account dramatically exceeds normal usage patterns within a short time period. The User agrees to notify VOICESMSPROVIDER.COM immediately of any unauthorized use of the account at sales@VOICESMSPROVIDER.COM.

3. BILLING AND PAYMENT

You agree to pay all charges that may be required for use of the SMS Service. All charges will be exclusive of value added tax ("VAT"), sales or other taxes, except as required by law. VOICESMSPROVIDER.COM reserves the right to modify its prices, charges or fees, provided that any changes shall be posted on the Site. You are therefore responsible for reviewing regularly the Site for information regarding fees and charges as well as changes to pricing. Continued use of or non-termination of the SMS service shall be deemed to be acceptance of any posted changes in the prices for your use of the SMS Service.

(A) Fees: User shall pay to VOICESMSPROVIDER.COM a subscription fee according to the Plan chosen. The SMS account balance is non-refundable and does not bear interest. All purchases are considered final. Accounts on VOICESMSPROVIDER.COM do not expire; user can login to SMS service anytime to use service. VOICESMSPROVIDER.COM may from time to time offer limited similar promotions during which no credits or lesser credits shall apply. The terms and conditions shall remain in full force and effect. VOICESMSPROVIDER.COM reserves the right to change prices or institute new charges for access to or use of the SMS Service. Continued use of the SMS Service or non-termination of User's Account after changes are posted constitutes User's acceptance of the prices as modified by the posted changes

(B) Non- VOICESMSPROVIDER.COM Fees: Your wireless service provider or pager company may charge you

(i) a fee for the ability to receive text messages, or a per message fee for the delivery (or attempted delivery) of text messages to your cellular phone or pager,
(ii) airtime or other connection fees in connection with your downloading of information or messages from or uploading of information or messages to the SMS Service, and/or
(iii) roaming fees if delivery of a text message occurs outside of certain geographical areas. You are responsible for paying all such fees, and for any other hardware, service or other costs You incur to access Your Account, plus any applicable taxes. Users will be charged separately for use of the SMS Services in accordance with this Agreement and the terms set forth on the Site.

(C) Payment: Recharge fees are prepaid and are payable through credit cards, debit cards and Bank deposit. VOICESMSPROVIDER.COM reserves the right to suspend or terminate your use of the SMS Service without notice upon rejection of any credit card charges, debit card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to VOICESMSPROVIDER.COM and as to which VOICESMSPROVIDER.COM believes such payments were proper. In addition, VOICESMSPROVIDER.COM has the right to seek any fees, damages, expenses or the like arising from your failure to pay VOICESMSPROVIDER.COM for use of the SMS Service, including, but not limited to, fees charged to

VOICESMSPROVIDER.COM by any credit card issuer or its agent as a penalty for reversing any payment (i.e., a charge back fee) as well as collection fees and expenses, court costs, and attorney's fees.

You must promptly notify VOICESMSPROVIDER.COM in the event of any changes to your account or billing information or in the event your charge card or debit card is canceled for any reason.

PLEASE BE ADVISED:

(a) You expressly agree that all charges for payment of the SMS Service are final and non-refundable. You are responsible for all charges resulting from your use of the SMS Service. Once you sign up for the SMS and provide a form of payment, VOICESMSPROVIDER.COM will not provide you a refund for any charge made on your credit card, debit card or any payments.

(b) If you believe that you have been improperly charged for any Service, you must notify VOICESMSPROVIDER.COM within 3 days of any invoice or credit card statement, provide VOICESMSPROVIDER.COM any information necessary to review the claim, and VOICESMSPROVIDER.COM will attempt to resolve the claim in a timely manner.

VOICESMSPROVIDER.COM DOES NOT CONDONE FRAUD: In the event of any unauthorized use of your account or unauthorized credit card charges or debit card charges, you must notify VOICESMSPROVIDER.COM, and you will be responsible for such unauthorized use or charges until you notify VOICESMSPROVIDER.COM. You must also adopt any steps necessary to prevent any further unauthorized use of your account or unauthorized charges.

VOICESMSPROVIDER.COM shall have the right to terminate your account immediately, and you shall have no right to a refund of any service fees or charges, in the event you in any manner violate these Terms and Conditions or the Privacy Policy or any other applicable VOICESMSPROVIDER.COM policy, rule or conditions of use. While you may choose to terminate your account voluntarily at any time, you will not have a right to any refund of any service fees or charges.

(c) Resellers must renew their Reseller Platform with Sum of Five Thousand Naira Yearly(N5,000.00/yr) a month before their expiration date. Failure to do so may resort to account suspension .

4. USE OF ACCOUNT

(A) You and other users of Your Account must comply with all applicable laws and regulations in using the SMS Service. You may not use the SMS Service for any of the following purposes or in any of the following manners:

(i) to impersonate or harass any other person;

(ii) to send any information that is or the disclosure of which would libelous, abusive, threatening, false, fraudulent, misleading, or obscene; that misappropriates or infringes any person's proprietary right (including posting any links or URLs that you do not have the right to post or disclose);

- (iii) that violates any person's rights of privacy or publicity,
- (iv) to send messages that contain any sexual, racist or discriminatory content constituting harassment of any individual or organization,
- (v) that constitutes or that violates any law, statute, ordinance or regulation (including applicable export control, consumer protection, unfair competition, anti-discrimination or false advertising laws, and without limiting the foregoing you specifically agree to comply with all applicable laws regarding the transmission of the technical data exported from Nigeria or the country in which you reside;
- (vi) to intercept any communications not intended for you;
- (vii) to release, post, distribute or execute any viruses or other harmful computer code; or
- (viii) to upload, post, email, or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party or
- (ix) to engage in "spamming," transmission of "junk mail" or "chain letters" or unsolicited mass distribution of e-mail or any similar conduct.

(B) VOICESMSPROVIDER.COM does not control the data, information or other postings provided by other users that are made available through the SMS Service. You may find other users' information to be offensive, harmful, inaccurate, or deceptive or to otherwise violate this Agreement. Please use caution and common sense when using the SMS Service or relying on any data, information or other postings provided through the SMS Service.

(C) At our option and without further notice, we may use anti-spam technologies, such as automatic word and spam filters, that may terminate messages You send without delivering them or prevent messages from reaching You. User may not use the SMS Service in a way that imposes an unreasonable or disproportionately large load (as determined by us in light of the purposes for which you are using the SMS Service and the load imposed by other users generally) on our infrastructure or that otherwise would harm or breach our arrangements with any of our service providers.

(D) You acknowledge that VOICESMSPROVIDER.COM may establish general practices and limits concerning use of the SMS Service, including without limitation the maximum number of days that messages or other uploaded content will be retained by the SMS Service, the maximum number of messages that may be sent from or received by an account on the SMS Service, the maximum size of any message that may be sent from or received by an account on the SMS Service, the maximum disk space that will be allotted on the SMS servers on Your behalf, and the maximum number of times (and the maximum duration for which) You may access the SMS Service in a given period of time. You agree that VOICESMSPROVIDER.COM has no responsibility or liability for the deletion or failure to store any messages and other communications or other content maintained or transmitted by the SMS Service. You acknowledge that VOICESMSPROVIDER.COM reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that VOICESMSPROVIDER.COM reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

(E) After a successful registration, you may receive advertisements, promotions or similar messages on your mobile phone, personal computer or other similar device from VOICESMSPROVIDER.COM. A free SMS user may opt out from receiving similar marketing promotions, however, Contactall reserves the right to terminate Your use of the SMS service. To discontinue receiving from such promotional service, email us at sales@VOICESMSPROVIDER.COM.

(F) User agrees that VOICESMSPROVIDER.COM may terminate User's Account and use of the SMS Service (and other VOICESMSPROVIDER.COM services) if VOICESMSPROVIDER.COM believes User has in any manner

- (i) violated the terms and conditions of this Section 4,
- (ii) violated the SMS Service Terms and Conditions or the Terms and Conditions of the Site or any other service offered by VOICESMSPROVIDER.COM ,
- (iii) violated this Agreement,
- (iv) provided VOICESMSPROVIDER.COM false, inaccurate or incomplete not current information, or
- (v) violates any applicable law, regulation or rule of any state or country.

5. PRIVACY

VOICESMSPROVIDER.COM recognizes that our users have legitimate concerns about privacy. By accepting this Agreement, you expressly consent to uses and disclosures of your personal information as enumerated in VOICESMSPROVIDER.COM then-current privacy policies, which are incorporated herein by reference. Our current privacy policy is available at VOICESMSPROVIDER.COM Privacy Policy. User will own any personal user information or other registration information that User has given us as part of the registration process (your "Registration Information"). With respect to User's Registration Information, User agrees to grant VOICESMSPROVIDER.COM a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright and publicity rights you have in your Registration Information and any information You provide to VOICESMSPROVIDER.COM or other users within the publicly accessible areas of the SMS Service or the Site, in any media now known or not currently known VOICESMSPROVIDER.COM will only use your Registration Information in accordance with our Privacy Policy.

6. CONTENT

You understand that VOICESMSPROVIDER.COM has no editorial control over any third party content and that VOICESMSPROVIDER.COM does not guarantee the accuracy or completeness of any third party content. You agree that VOICESMSPROVIDER.COM will have no liability to You, or anyone else who uses Your Account, with regard to any third party content. Under no circumstances will VOICESMSPROVIDER.COM be liable in any way for any Content, including but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, or otherwise transmitted via the Service. You also understand that the third party content is the proprietary material of VOICESMSPROVIDER.COM and/or the third party that supplies it, is protected by copyright and other applicable laws, and may not be reproduced, published, broadcasted, rewritten, or redistributed without the written permission of the third party that supplied it, except to the extent allowed under the "fair use" provisions of the Nigerian copyright laws or comparable provisions of foreign laws.

7. MODIFICATION TO THE SERVICE

(A) User acknowledges that VOICESMSPROVIDER.COM is dependent on various telecommunications networks and institutions for the delivery of its messages and that VOICESMSPROVIDER.COM may adjust its prices and offering, should the prices be adjusted due to reasons that are not in VOICESMSPROVIDER.COM control. User will be notified of any such changes through publication on the Site or through sms describing the change.

(B) You understand that VOICESMSPROVIDER.COM may, in its discretion, from time to time change, add, or remove certain features of the SMS Service or change the terms of this Agreement by informing you through publication on the VOICESMSPROVIDER.COM website or through an email describing the changes. If you are dissatisfied with any such changes to the SMS Service or this Agreement, you may immediately cancel your Account as provided in Section 11 of this Agreement. In addition, VOICESMSPROVIDER.COM reserves the right to discontinue the SMS Service altogether for all users at any time in its discretion.

8. DISCLAIMERS AND WARRANTIES

YOU UNDERSTAND AND AGREE THAT THE SMS SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VOICESMSPROVIDER.COM AND ITS SUPPLIERS MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE SMS SERVICE OR THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; NOR DO VOICESMSPROVIDER.COM OR ITS SUPPLIERS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SMS SERVICE OR THE ACCURACY, RELIABILITY OR TIMELINESS OF ANY INFORMATION OBTAINED THROUGH THE SMS SERVICE (INCLUDING THIRD PARTY CONTENT), OR THAT ANY DEFECTS IN THE SMS SERVICE WILL BE CORRECTED. SIMPLY PUT, VOICESMSPROVIDER.COM MAKES NO REPRESENTATION OF DELIVERY, RECEIPT OR TERMINATION OF AN SMS MESSAGE. USER ALSO ACKNOWLEDGES THAT, DEPENDING ON THE RECIPIENT'S MOBILE SERVICE PROVIDER, IT MAY NOT BE POSSIBLE TO TRANSMIT THE SMS MESSAGE TO THE RECIPIENT SUCCESSFULLY, PARTICULARLY IF THE PROVIDER DOES NOT SUPPORT SMS DELIVERY AT ALL. VOICESMSPROVIDER.COM AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SMS SERVICE, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR DATA OBTAINED THROUGH USE OF THE SMS SERVICE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR RESULTS OBTAINED USING ANY SUCH MATERIAL OR DATA OR ANY RESULTING DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. THEREFORE, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU TO THAT EXTENT, AND NOTHING IN THIS SECTION SHOULD BE CONSTRUED AS EXCLUDING OR LIMITING ANY WARRANTY BEYOND WHAT IS PERMISSIBLE UNDER APPLICABLE LAW.

9. LIMITATIONS ON LIABILITY

(A) VOICESMSPROVIDER.COM AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOSS OF PROFITS, BUSINESS INTERRUPTION LOSS OF DATA, INJURY TO GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF VOICESMSPROVIDER.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM USE OF THE SMS SERVICE BY YOU, OR ANYONE USING YOUR ACCOUNT, INCLUDING, BUT NOT LIMITED TO:

(i) THE USE OR THE INABILITY TO USE THE SERVICE;

(ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;

(iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SMS SERVICE OR THE SITE; OR

(iv) ANY DAMAGES OR LOSS OF ANY NATURE ARISING FROM OR RELATING TO YOUR USE OF THE SMS SERVICE OR USE OF THE SMS SERVICE THROUGH YOUR ACCOUNT BY ANYONE ELSE.

(B) VOICESMSPROVIDER.COM SHALL IN NO EVENT BE LIABLE TO THE USER OR ANYONE ELSE FOR ANY INACCURACY, ERROR OR OMISSION IN, OR LOSS, INJURY OR DAMAGE CAUSED IN WHOLE OR IN PART BY FAILURES, DELAYS OR INTERRUPTIONS OF THE SMS SERVICE GENERALLY, THE SITE, ANY OTHER VOICESMSPROVIDER.COM SERVICE AND ANY ASPECT ANCILLARY THERETO;

(C) VOICESMSPROVIDER.COM SHALL IN NO EVENT BE RESPONSIBLE FOR THE SECURITY OF THE DATA TRANSMISSIONS BETWEEN VOICESMSPROVIDER.COM AND THE USER, INCLUDING BUT NOT LIMITED TO THE TRANSMISSION OF THE PAYMENT INFORMATION SUCH AS CREDIT CARD NUMBERS.

VOICESMSPROVIDER.COM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED, OR IMPLIED, FOR THE SECURITY OF THE DATA TRANSMISSION BETWEEN VOICESMSPROVIDER.COM AND THE USER.

(D) VOICESMSPROVIDER.COM TOTAL CUMULATIVE LIABILITY TO YOU AND ANYONE WHO USES THE SMS SERVICE THROUGH YOUR ACCOUNT, FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW (INCLUDING NEGLIGENCE), WILL NOT EXCEED THE AGGREGATE AMOUNT YOU PAID TO VOICESMSPROVIDER.COM IN THE PRECEDING TWELVE MONTHS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF LIABILITY.

THEREFORE, THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU TO THAT EXTENT, AND NOTHING IN THIS SECTION SHOULD BE CONSTRUED AS EXCLUDING OR LIMITING VOICESMSPROVIDER.COM LIABILITY BEYOND WHAT IS PERMISSIBLE UNDER APPLICABLE LAW.

10. RELEASE AND INDEMNIFICATION

(A) In the event that you have a dispute with one or more users, you release VOICESMSPROVIDER.COM (and our officers, directors, agents, subsidiaries and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes and you waive any rights under any state or local law limiting

the extent of such release.

(B) User agrees to defend, indemnify and hold harmless VOICESMSPROVIDER.COM and its subsidiaries, affiliates, officers, directors, agents, attorneys and employees from and against any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User's breach of this Agreement, User violation of any law or the rights of a third party, the content User submits, posts or transmits through the SMS Service, or Your use of the SMS Service.

11. TERMINATION OF ACCOUNT

You may terminate Your Account, at any time and for any reason or no reason, by contacting VOICESMSPROVIDER.COM customer service at sales@VOICESMSPROVIDER.COM. Notifying VOICESMSPROVIDER.COM in any other way of your desire to terminate your Account may result in delays in processing your request. VOICESMSPROVIDER.COM, in its sole discretion, may immediately terminate or suspend Your password, account (or any part thereof) or use of the SMS Service, for any reason, including, without limitation, for lack of use or if VOICESMSPROVIDER.COM believes that You have violated, acted inconsistently with this Agreement or if the charges to Your credit card or debit card for the fees are refused for any reason. VOICESMSPROVIDER.COM reserves the right to terminate Your Account and this Agreement for any other reason if VOICESMSPROVIDER.COM gives You at least ten (10) days advance notice. Upon any such termination of Your Account, You will remain obligated to pay all outstanding fees and charges relating to Your use of the SMS Service before termination. You agree that any termination of Your access to the Service under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that VOICESMSPROVIDER.COM may immediately deactivate or delete Your account and all related information and files in Your account and/or bar any further access to such files or the Service.

Any reseller that decide to terminate his resellership with VOICESMSPROVIDER.COM, under that termination,he/she will also loose his/her copyright owner of any domainname registered for him/her by VOICESMSPROVIDER.COM. Further, you agree that VOICESMSPROVIDER.COM shall not be liable to You or any third-party for any termination of Your Account..

12. LINKS

The SMS Service may provide, or third parties may provide, links to other World Wide Web sites or resources. User agrees that VOICESMSPROVIDER.COM is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that VOICESMSPROVIDER.COM 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.

13. INTELLECTUAL PROPERTY RIGHTS

You acknowledge and agree that the SMS Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that as a result of use of the SMS Service, you may have access to or receive information or content protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws ("intellectual property rights"). Except as expressly authorized, You agree not to violate the intellectual property rights of VOICESMSPROVIDER.COM or any third party.

14. GOVERNING LAW; ARBITRATION

The laws of the Federal Republic of Nigeria, excluding its conflicts-of-law rules, shall govern all matters relating to this Agreement and use of the SMS Services. The United Nations Convention on contracts for the international sale of goods is expressly disclaimed. Any controversy or dispute arising out of this Agreement, the interpretation of any provision hereof, or the action or inaction of any party hereto shall be submitted to arbitration in Nigeria, in accordance with the International Arbitration Rules of the American Arbitration Association (the "AAA International Rules") then in effect, conducted by one arbitrator either mutually agreed upon by the parties to this Agreement or chosen in accordance with the AAA International Rules. Each party shall have no longer than three (3) days to present its position. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is resolved. Either party also may, without waiving any remedy under this Agreement, seek any interim or provisional relief that is necessary to protect the rights or property of that party pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy) and for the purposes of seeking such interim relief User shall consent to the exclusive jurisdiction of the courts of Nigeria. The successful party to the arbitration or any litigation relating to this Agreement or the SMS Services shall be entitled to an award for reasonable costs and attorney's fees, as determined by the arbitrators. Any award or decision obtained from any such arbitration proceeding shall be final and binding on the parties, and judgment upon any award thus obtained may be entered in any court having jurisdiction thereof. The parties agree that the arbitrator shall have the power to award damages and injunctive relief.

15. MISCELLANEOUS

If any provision of this Agreement is invalid or unenforceable under applicable law, such provision will be deemed modified to the extent necessary to render such provision valid and enforceable and the other provisions of this Agreement will remain in full force and effect. This document and the pages referred to herein represent the entire agreement governing use of the SMS Service and supersede any prior or contemporaneous written or oral statements by VOICESMSPROVIDER.COM or its representatives or resellers. The failure of VOICESMSPROVIDER.COM to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement may not be amended except as provided in Section 7. VOICESMSPROVIDER.COM may assign this Agreement in accordance with the sale of all or substantially all of its stock or membership interest or all or substantially all of its assets to a third party.

I. Contactall Privacy Notice and Choices:

As set forth in the Conditions of Use, VOICESMSPROVIDER.COM provides:

(a) computing and information services and

(b) telecommunications services (including the VOICESMSPROVIDER.COM Gateway)

(collectively the "Services" or the " VOICESMSPROVIDER.COM Services") to persons who join VOICESMSPROVIDER.COM ("Members" or "Users" or "you"). As part of the registration process for the Services, you are asked to provide certain personal information and (if applicable) credit card or other billing information. The policy of VOICESMSPROVIDER.COM is to protect the privacy of VOICESMSPROVIDER.COM Members who are using any of the VOICESMSPROVIDER.COM Services. Please be aware, however, that as a condition of membership and use of the VOICESMSPROVIDER.COM Services, VOICESMSPROVIDER.COM requires Members to select areas of interest and thereby agree to receive marketing materials from VOICESMSPROVIDER.COM or third parties related to those interests. Members may choose at any time to opt-out of mailings on their profile, including during registration and when they receive any third-party mailings from VOICESMSPROVIDER.COM; however, VOICESMSPROVIDER.COM reserves the right to cancel the membership of Users in the event such a Member chooses to completely opt-out of all mailings.

Please recognize that it is the policy of VOICESMSPROVIDER.COM to protect the privacy of its Members, and thus VOICESMSPROVIDER.COM will only allow third parties to have access to information concerning Users ("User Information") in the following situations:

(i) VOICESMSPROVIDER.COM will provide access to certain User Information to third-party suppliers in order for them to perform certain functions for us as necessitated by the Member's use of any of the Services -- for example, credit card numbers are sent to a credit card processing company for billing. These suppliers are not authorized to release this information to other third parties.

(ii) VOICESMSPROVIDER.COM will disclose User Information in cases where, in its discretion, it deems such disclosure required or appropriate in order to comply with applicable laws and regulations.

(iii) VOICESMSPROVIDER.COM is a commerce and advertising supported business and the availability of the Services depends substantially on its perceived value among marketers that pay for advertisements and retail opportunities through VOICESMSPROVIDER.COM. Marketers seek to direct advertisements and shopping opportunities to Members who have expressed interest in a category relevant to the offer. Accordingly, VOICESMSPROVIDER.COM may provide User Information (name and email address, but never your credit/debit card information or other payment information) to third parties for purposes of providing you information about third party products, promotions and services that are likely to be of interest to Members. If at any time you decide you do not wish to receive such third-party product information, you may opt-out of future mailings by sending an email to VOICESMSPROVIDER.COM at sales@VOICESMSPROVIDER.COM and VOICESMSPROVIDER.COM will honor such a request without question. VOICESMSPROVIDER.COM reserves the right to cancel User's membership in the event a User chooses to completely opt-out of all mailings.

(iv) VOICESMSPROVIDER.COM will disclose User Information if the User gives permission, requests products that require identifying information for fulfillment, or we are required to do so by law or regulatory authority.

(v) Notwithstanding anything else contained in this Privacy Policy, VOICESMSPROVIDER.COM reserves the right to sell or otherwise transfer your User Information to one or more third parties in connection with a sale of all or substantially all of the assets of VOICESMSPROVIDER.COM or in connection with the sale of all or substantially all of the stock or ownership interests in VOICESMSPROVIDER.COM

VOICESMSPROVIDER.COM may send Users periodic emails containing information about VOICESMSPROVIDER.COM, administrative notices about a User's account (such as notices about pending activities), updates on new Service features, usage tips relating to the Services, information about VOICESMSPROVIDER.COM or third party products and services that are likely to be of interest to you, and user satisfaction questions. VOICESMSPROVIDER.COM may also access user information for the following administrative purposes:

- (a) to examine system accounting logs and other company records to resolve email and other system errors or problems and
- (b) for billing purposes.

II. Credit Card Information:

If any person uses a credit or debit card to pay for any of the Services offered by VOICESMSPROVIDER.COM requiring payment of a fee or fees, VOICESMSPROVIDER.COM will continue to charge your account until you provide VOICESMSPROVIDER.COM notice of termination of use of the service (in accordance with the Conditions of Use) and all usage fees have been paid. Notwithstanding termination by a Member of the Premium User Services, VOICESMSPROVIDER.COM will not refund any portion of the service fee. If you give us credit or debit card information for any other purpose or to pay for any other type of purchase, it will be used one time only to fulfill one order, and VOICESMSPROVIDER.COM will not store your credit card information. Each User is responsible for all charges resulting from use of the Services, including unauthorized use prior to your notifying VOICESMSPROVIDER.COM of such use and taking steps to prevent its further occurrence. Further, each User agrees to be financially responsible for use of the Services (as well as for use of your account by others, including minors living with you) and to comply with your responsibilities and obligations as stated in this Agreement.

III. Children May Not Use the Services Without Parental Permission:

VOICESMSPROVIDER.COM adheres to the requirements of the Children's Online Privacy Protection Act of 1998 ("COPPA"). As such, children under the age of thirteen may not use the VOICESMSPROVIDER.COM SMS Service (or other Services requiring payment of a fee) and must always ask parents or a legal guardian for permission, and provide verifiable consent of a parent or legal guardian, before becoming a member of VOICESMSPROVIDER.COM and before sending any personal information to VOICESMSPROVIDER.COM, or anywhere on the Internet. All other children should always ask parents or a legal guardian for permission before sending any personal information to VOICESMSPROVIDER.COM, or anywhere on the Internet. Parents are encouraged to spend time online with their children to become familiar with the types of content available through VOICESMSPROVIDER.COM and over the Internet in general and to regularly oversee their children's use of email and other online facilities. Children should check with their parents before supplying any information about themselves or their likes and dislikes, before they sign up for VOICESMSPROVIDER.COM. Moreover, as it is a condition of membership in VOICESMSPROVIDER.COM that Users provide certain information concerning the User's interests and agree to receive marketing materials from

VOICESMSPROVIDER.COM or third parties related to those interests, parents or a guardian of a child should contact us by sending an email to sales@VOICESMSPROVIDER.COM if they would like a child's membership terminated and this information deleted from our records. If VOICESMSPROVIDER.COM determines that information has been provided by any child without permission of a parent or legal guardian, VOICESMSPROVIDER.COM will immediately terminate the account and delete the information from our records.

IV. VOICESMSPROVIDER.COM Information Practice, Access and Security:

A. Please be aware that use of the VOICESMSPROVIDER.COM Services is subject to the Conditions of Use (as applicable to the VOICESMSPROVIDER.COM Site and each of the Services) as well as this Privacy Policy.

B. VOICESMSPROVIDER.COM will limit the information we collect about Members to what is needed to accurately provide the Services or products requested by Members.

VOICESMSPROVIDER.COM will only use or release User Information in accordance with this Privacy Policy (as set forth in Section I above).

C. We use third-party advertising companies to serve some ads when you visit our Site. Third-party advertising companies also separately place or recognize a cookie file on your browser in the course of delivering advertisements to this Site. These companies may use information (not including your name, address email address or telephone number) about your visits to the VOICESMSPROVIDER.COM Site and other Web sites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies contact us by sending an email to sales@VOICESMSPROVIDER.COM.

D. VOICESMSPROVIDER.COM will be aggressive in terminating accounts of users who violate VOICESMSPROVIDER.COM 's Conditions of Use. If we must deny a consumer's application for service or terminate a consumer's relationship with us, in cases other than fraud or violations of any law, rule or regulation, we will provide upon request the reasons, nature, substance, and information VOICESMSPROVIDER.COM used in the decision.

E. VOICESMSPROVIDER.COM provides you access to your Profile information for the purpose of reviewing and/or updating such information. In order to view or make any changes to your Profile, go to the VOICESMSPROVIDER.COM home page, log into your VOICESMSPROVIDER.COM address and click on VOICESMSPROVIDER.COM "View Account" link to access or update your directory information.

F. VOICESMSPROVIDER.COM is concerned about protecting User Information (including any credit card information) and therefore we work to protect this information by utilizing all appropriate technology to prevent unauthorized access to the information you provide VOICESMSPROVIDER.COM. To prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of information, we have put in place appropriate physical, electronic, and managerial procedures to protect the information we collect online, including SSL security for credit card submissions.

V. CONTACTALL Employee Standards

A. Only those employees needed to carry out the business functions may have access to information on individual CONTACTALL customers. We employ security techniques to safeguard User Information.

B. Each employee has a personal responsibility for maintaining Member confidence in VOICESMSPROVIDER.COM. We train each employee on the VOICESMSPROVIDER.COM Privacy Principles, and those violating these principles will be subject to disciplinary action,

including dismissal in appropriate cases. VOICESMSPROVIDER.COM will employ rigorous technology and employee practices to ensure the highest possible standards of accuracy, completeness and timeliness.

VI. Conditions of Use and Revisions

A. Please be aware that use of the CONTACTALL Services is subject to the Conditions of Use and this Privacy Policy.s

B. Since offerings and technologies change, we reserve the right to change, modify, add or remove portions of our Privacy Policy or Conditions of Use at any time without prior notice. Please periodically review our Privacy Policy and the Conditions of Use for changes. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE VOICESMSPROVIDER.COM WEBSITE TO OBTAIN TIMELY NOTICE OF SUCH MODIFICATIONS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH MODIFICATIONS BY CONTINUING TO USE THE SERVICES AFTER SUCH MODIFICATIONS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH MODIFICATIONS HAS BEEN SENT TO YOU. If at any time you are uncomfortable with any change, amendment or modification to the Privacy Policy or Conditions of Use and wish to cancel your membership, please notify VOICESMSPROVIDER.COM at sales@VOICESMSPROVIDER.COM and type the word "remove" in the subject line.

C. The internet community is a rapidly changing environment and therefore VOICESMSPROVIDER.COM may sell or liquidate its assets or its business or may purchase the assets or business of other companies ("business transfers"). In such transactions, user information generally is one of the transferred business assets and therefore VOICESMSPROVIDER.COM Members should be aware that such business transfers may occur.

D. SMS's may only be sent to countries and networks under our coverage. Presently we only cover mobile networks available in Nigeria and some foreign countries.

E. VOICESMSPROVIDER.COM reserves the right to use phone numbers in users' address books only (not names) for SMS marketing. These numbers can also be shared with 3rd parties for the same purpose.