

General Terms and Conditions

The Terms and Conditions below govern the contractual relation between you ("the Client") and Me2Mobile ("Me2Mobile") and are applicable to all transactions carried out with Me2Mobile, whether online or not, in respect of the Me2Mobile Service. With Me2Mobile, Me2Mobile allows the Client to create a premium SMS service which this latter will be made available to the end users ("the Customers").

Me2Mobile is a company incorporated in the jurisdiction of Australia having its offices in Sydney, NSW, Australia.

By completing the Me2Mobile registration form and clicking the "I agree" check box, the Client agrees to be bound by this Agreement and to observe and perform the Terms and Conditions and if Clients had decided to use a Premium Keyword and/or the Hotline, to make the payments herein set out.

1. Online registration of the Client

To subscribe to the Me2Mobile service, the Client will complete the members registration form available on the Me2Mobile website. The Client will also provide personal details, in particular his name, e-mail address, contact details and other requested information as indicated on the Me2Mobile website. Furthermore, if the Client requests to create an SMS service, the Client will provide information about the SMS service as requested by the form.

The Client represents and warrants that all the information provided in the Me2Mobile service order form upon registration, including the payment details, is valid and correct.

Information provided by the Client is handled according to Articles 5.3 and 11.

2. Creation of a Client Me2Mobile account

When the Client creates a mobile service and has completed Me2Mobile SMS service creation form, he/she will be directed to Me2Mobile's Paypal merchant site to set up a subscription payment for the term of the SMS Service. Payment of any Service subscription fees (such as Me2Mobile Hotline for Customers and/or Premium Keyword) will be debited by means of the Paypal payment service. Acceptance of the subscription will result in immediate activation of the Client's SMS Service. However such service activation is NOT an acceptance by Me2Mobile to provide the Me2Mobile Service but signifies that Client will have access to the service immediately and in parallel Me2Mobile will process the information contained in the registration form of the Client.

SUCH APPROVAL IMPLIES ONLY THAT ME2MOBILE WILL OPEN A ME2MOBILE ACCOUNT FOR THE CLIENT BUT NOT THAT ME2MOBILE HAS IN ANY WAY REVIEWED OR APPROVED THE SMS SERVICE REQUESTED BY THE CLIENT WITH RESPECT TO ITS CONFORMITY WITH APPLICABLE LAWS AND REGULATIONS.

If for technical or obvious legal reasons or any other reason that Me2Mobile considers valid, the SMS service created by the Client is canceled, then the Client will be notified as soon as possible. However, any Service subscription fees paid by the Client to Me2Mobile will NOT be reimbursed since such fee covers, amongst other, the initial processing of information by Me2Mobile. The Client assumes full responsibility for Paypal related account management and is responsible for terminating Paypal subscription payments even if the service is terminated at the discretion of Me2Mobile.

The Client assumes full responsibility for the compliance of its SMS Services with applicable laws and with third party rights in accordance with Article 7.2.

It is the Client's duty to inform Me2Mobile of any modifications in the data provided by the Client when making his registration or thereafter. All and any consequences of the failure by the Client to modify/update his data or resulting from the inaccuracy/incompleteness of the information provided are the sole responsibility of the Client.

The Client must provide Me2Mobile with a valid e-mail address to which contractual notifications can be made by Me2Mobile concerning all aspects of the Me2Mobile Services, including the sending of invoices, price changes, etc. All information sent by Me2Mobile to such e-mail address will be considered as being notified on the day the e-mail was sent.

3. Prices and payments

Standard use of the Me2Mobile service is free of charge for trial periods (with the exclusion of the Optional Services) for the Client.

Nevertheless, if the Client wishes to use the optional service such as Premium Keyword (a SMS keyword which is in the Premium Keyword list available on Me2Mobile website) and/or the Me2Mobile Hotline for Customers (as described in article 6.2) (hereafter alone or together the "Optional Service") a monthly subscription fee will be charged for their subscription to the Client.

All applicable Me2Mobile's Optional Service's prices and costs including but not limited to the Premium Key word subscription fees and the Hotline subscription fees chosen by the Client and charged to the Client by Me2Mobile are available and can be consulted by the Client on the Me2Mobile website.

Me2Mobile reserves the right to change its prices. Such a change will be notified by Me2Mobile to the Client who may terminate their subscription via Me2Mobiles Paypal merchant site. In such case, Me2Mobile may deactivate or delete the Client's account and all related information and files and/or any further access to such files or the Services.

In the absence of action from the Client to terminate the subscription, the new Me2Mobile prices will apply to the Me2Mobile Services provided to the Client.

3.1 Optional Service subscription charges

By providing the Paypal payment information, the Client understands and agrees that the Optional Service charges will be debited from his credit card by Paypal. The charges of the Optional Service will be debited by Paypal. Payment transactions via the Paypal merchant site and invoices will be provided to the Client via Paypal and the Client is responsible for ensuring that the Paypal information is provided correctly.

The Client may submit substantiated objections to an invoice in writing within ten (10) days of receipt thereof. In the absence of such objections by the Client, the invoice is deemed accepted. If Me2Mobile accepts, in whole or in part, the objections of the Client then the amount concerned, if already debited from the Client's credit card, will be deducted from the next monthly recurrent charges debited and invoiced or otherwise reimbursed on the account indicated by the Client or added to the monthly revenue share outpayment.

The Client represents and warrants that the payment details provided to Me2Mobile are valid and correct..

If the Client fails to pay the monthly recurrent Optional Service subscription fee, in whole or in part, Me2Mobile may discontinue all Me2Mobile Services to the Client without any further notice, take all additional measures to prevent further loss and/or terminate the contract without notice and without compensation.

The Client is responsible for all expenses incurred by Me2Mobile as a result of default in payment.

3.2 Outpayments for Premium Revenue Share

Me2Mobile shall pay to the Client the Client's revenue share on orders attributed to the Client less any

system messages fees (such as "INFO", "STOP", or other messages used by MNO for service management purpose) .

Such outpayments will be calculated on the basis of the monthly traffic reports provided by Me2Mobile and the statements from the corresponding Mobile Network Operator ("MNO").

Outpayments will be paid to the Client only when Me2Mobile has received the outpayments from the MNO.

No later than sixty (60) days following the end of a month Me2Mobile will provide the Client with online access to or copies of all relevant statements necessary for settlement with the Client, including Me2Mobile' statements and those of all participating MNO. Me2Mobile will issue the invoice on behalf of the Client.

Me2Mobile will pay the Client its outpayments amount, no later than fifteen (15) days after receipt of payments from the MNO which is normally sixty (60) days after the end of a given month. The outpayments will be paid by Me2Mobile to the Client by Paypal payments. All transfer fees are borne by the Client. Because of management and maintenance fees, outpayments will be paid to the Client only if the monthly total reaches a minimum of AUD 49.99. Should this not be the case, the monthly amount inferior to AUD 49.99 will be carried over to the next month. In any case, even at the present Contract's termination, no outpayment to the Client shall intervene if the minimum of revenue generated by the Client service does not reach AUD 49.99.

The MNO will not make any outpayments and will charge back to Me2Mobile outpayments that have already been made pertaining to Users who have failed to pay their MNO invoices or who used the Client's service with an out-of-credit prepaid card.

The Client is liable and agrees to fully reimburse Me2Mobile for all outpayments charged back to Me2Mobile by the MNO pertaining to orders attributed to the Client relating to the out of credit prepaid cards of its Users or the non payment by its Users of their MNO invoices.

The Client is aware that such charge back of outpayments can be invoiced to Me2Mobile by the MNO, and then by Me2Mobile to the Client, up to and over 12 months from the time that the SMS service was ordered/rendered. In any event, such amounts are and remain due by the Client even if the contractual relationship between the Client and Me2Mobile has ended in the meantime.

ME2MOBILE RESERVES THE RIGHT TO OFFSET AGAINST OUTPAYMENTS DUE TO THE CLIENT ANY AMOUNT DUE TO ME2MOBILE BY THE CLIENT IN PARTICULAR UNPAID OPTIONAL SERVICES, CHARGE-BACKS OF OUTPAYMENTS, USER CLAIMS SETTLED BY ME2MOBILE, COSTS OR DAMAGES SUFFERED BECAUSE OF THE NON-COMPLIANCE BY CLIENT WITH APPLICABLE LAWS AND REGULATIONS OR WITH THESE GENERAL TERMS AND CONDITIONS.

If the Client services violates any applicable legislation, rule or regulation and that an MNO or an official regulation authority suspends or blocks the transfer of outpayments from the MNOs to Me2Mobile for the given service, Me2Mobile reserves a right to impose a penalty of up to AUD100,000 to the Client to cover its potential litigation, and administrative fees. In case of suspension or blocking of outpayments for the services of the Client AND of other Me2Mobile customers resulting from an unlawful service promoted by the Client, then Me2Mobile, reserves a right to impose a penalty of up to AUD500,000 to the client. In any of these cases, Me2Mobile will provide the Client with all circumstantiating paperwork from MNOs or regulatory bodies. Me2Mobile retains the right to suspend a service and its outpayments to the Client if it deems a service is unlawful. In any case, Me2Mobile may terminate the services or the contract with immediate effect.

4. Use of Me2Mobile platforms and services

4.1. Authorization and Authentication

When the account has been opened, the Client can access his Me2Mobile account through his username, password and/or any other technical parameters chosen by the Client. The client will also have access to the automated HTTP/SOAP interface allowing his servers to send/receive SMS. For this access, Me2Mobile will issue a unique password, independent from the password used for logging on to Me2Mobile.

The Client agrees that all activities on Me2Mobile service, which can be traced to his username, password and/or IP address are deemed as having been performed by the Client himself and are legally binding for him. The Client is responsible for careful use and storage of the username, password and any other access details provided by Me2Mobile.

4.2. Risks

The Client agrees that, by definition, access to the Internet, mobile networks and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, and reliability of transmission. The Client agrees to bear full and exclusive responsibility arising from such risks and consequences of the Client's usage of Me2Mobile platforms.

4.3. Limitation of Liability

THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM ANY PLATFORM PROVIDED BY ME2MOBILE, ARE PROVIDED "AS IS" AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO THE CLIENT. TO THE FULLEST EXTENT PERMITTED BY LAW, ME2MOBILE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED AND STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN

OR ACCESSIBLE FROM THE PLATFORM PROVIDED BY ME2MOBILE. IN NO EVENT SHALL ME2MOBILE OR ANY OF ITS AFFILIATES OR CONTENT PROVIDERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA OR OTHER INTANGIBLES, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ME2MOBILE PLATFORMS, EVEN IF ME2MOBILE HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE.

In order to protect itself from massive refunds and costs from regulators or legislators, in the event of fraudulent services or advertising, Me2Mobile will conduct random due diligence on Client' services and advertising practices. Me2Mobile may, at its sole discretion, suspend any service and retain outstanding payments indefinitely, if there are any doubts about the legitimacy of the service or its promotion. Furthermore, Me2Mobile will issue invoices to Client for any and all amounts charged to Me2Mobile as a result of the Client's services, whether this be for payments to Customers, fines and all related costs, and the Client agrees to pay all such invoices. This includes any service that operates contrary to the regulations of the country or operator codes of conduct or legislation and any service that does not fully and clearly inform Customers of the costs of the service and, in the case of subscription services, any service that does not clearly inform the user about deregistration procedures.

5. Me2Mobile Services

Me2Mobile is an independent wireless applications service provider and provides mobile applications and services to the clients as described on the website www.Me2Mobile.com and related service descriptions, including but not limited to bulk and premium rate SMS transmission.

5.1. Access to Me2Mobile Platforms

Me2Mobile shall make reasonable effort to provide its services on Me2Mobile platforms 7 days a week, 24 hours a day.

5.2. SMS Transmission

5.2.1. Delivery

The Client acknowledges that Me2Mobile delivers SMS messages via major telecommunications operators and mobile network providers and can therefore only influence the delivery of SMS messages within the technical constraints imposed by the above mentioned operators. SMS messages submitted via Me2Mobile platforms will be transferred to the addressed mobile recipients within seconds to minutes, provided that the recipient's phone is switched on and located in an area covered by his subscribed mobile network provider. The Client acknowledges that, depending on the recipient's mobile provider service, it may not be possible to transmit the SMS message to the recipient successfully, particularly (but not limited to the cases) where the recipient's provider does not support SMS delivery at all, or where the recipient's provider suffers from internal congestion, message delays, or other technical or non-technical problems beyond the influence of Me2Mobile.

5.2.2. Large Volume Transmission

The Client acknowledges that transmission of large SMS amounts (>20,000 messages per day) may be subject to restrictions and delays on the part of the mobile network providers affected. The Client agrees to communicate his intent to transmit such volumes to Me2Mobile at least three (3) business days in advance in order to ensure that such delivery can take place without disruptions.

5.2.3. Storage

SMS messages are assigned a predefined lifetime (depending on service). SMS messages, which could not be delivered successfully to the recipient's mobile phone within this period will be discarded without notice.

5.3. Privacy

Me2Mobile handling of Client-related information, including SMS message content is subject to

Australian federal communication and privacy laws. The Client acknowledges that Me2Mobile is obliged by law to store all message content and activity logs for six months, and that Me2Mobile can be required by law to disclose details about a Client's activity and SMS transmissions to government and law enforcement officials on explicit request. The Client acknowledges that SMS message content is transmitted unencrypted and that eavesdropping of mobile phone communications, including SMS delivery, by third parties is possible.

5.4 Technical Modifications

Me2Mobile reserves the right to enhance, develop, and modify services and features on Me2Mobile platforms at any time without prior notice or terminate the service at any time. Me2Mobile has no responsibility for impacts to the Client's systems, service or business as a result of any such modification or termination of Me2Mobile service.

6. Client support

6.1. Incident reporting

Me2Mobile first level support shall provide support to the Client solely in the event of technical problems. The Me2Mobile first level support shall be available during working days from 9:00 to 17:00 (AEST) through an online chat interface for major technical problems.

The Client is responsible for implementing and operating its SMS services. If the Client contacts Me2Mobile first level support to request help on how to implement or operate its service, then Me2Mobile may charge such professional service to the Client.

6.2. Mobile Subscriber/User services

Mobile Subscriber/User inquiries received by Me2Mobile which relate to the Client's services are not within the area of responsibility of Me2Mobile.

It is mandatory for the Client to provide and maintain an e-mail based support and telephone hotline for its Users. The Client has to communicate clearly such email address and hotline number to the Users in every communication concerning its SMS services. Such hotline details will be provided by the Client when making his registration with Me2Mobile. If the Client does not provide an up and running hotline telephone number for its services he shall use the Me2Mobile Hotline for Customers and will be charged by Me2Mobile the corresponding amount and this will be taken from the Client's balance. Me2Mobile will in such case forward to the Client by email or by telephone any inquiries received from Users relating to the Client's services. The Client will respond to such inquiries received from Users as well as inquiries sent to him directly by Users, within 2 working days. If the Client does not provide an up and running hotline telephone number for its services and therefore uses the Me2Mobile Hotline for Customers then if the charges for processing the incoming end user calls consistently exceed the Client's balance then the Client agrees that Me2Mobile, in its sole discretion, may immediately terminate the Client account as described in clause 7.3.

6.3 User Claims

The Client is responsible for reimbursement of Users in case of justified claims with respect to the Premium SMS to be provided to Users in connection with this Agreement. Me2Mobile can at its sole discretion decide to reimburse Users and such amount will be due by the Client to Me2Mobile whether the Client approves such reimbursement or not.

If a User of the Client is charged by mistake for a service he did not order or charged an irrelevant amount for a service he ordered, Me2Mobile will charge handling fees to the Client as per the rate published on the Me2Mobile website.

7. Client's Liability

7.1. Disruptions and Damages

If the Client causes damages or disruptions of Me2Mobile platforms or system applications by bad intent, the Client becomes liable for all direct and incidental consequences and associated costs.

7.2. SMS Content

The Client assumes full responsibility for the SMS services made available to its Users and for the content of SMS messages transmitted by the Client or by a third party or by subscribers of the Client.

The Me2Mobile website contains links to regulator websites and sites or documents containing information on applicable laws or regulations for various countries related to different aspects of SMS services ranging for example from the legality of their content, to pricing issues, unfair competition issues or games/lottery regulations. Such links and documents are provided solely to assist the Client. Me2Mobile is in no way responsible for their content and for whether they are complete or up-to-date.

It is the Client's responsibility to abide by all laws and regulations applicable to the content and intent of SMS messages transmitted by him and SMS services provided. The Client assumes liability for all consequences and costs arising out of offenses against such laws and regulations or violations of third party rights.

The Client must ensure that his SMS delivery does not cause disturbance or harassment of a recipient or other third party. The Client agrees to refrain from sending SMS messages containing offensive, violent, or discriminatory, or otherwise illegal content. The Client is not permitted to send SMS messages or

spamming to recipients who have made clear that they do not wish to receive SMS messages or advertisements via SMS and only to those that have accepted to receive such messages. The Client agrees to indemnify and hold Me2Mobile, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the content the Client transmits through the Service, the Client's use of the Service, the Client's connection to the Service, the Client's violation of the Terms and Conditions, or the Client's violation of any rights of another. Furthermore, the Client must be able to provide recorded proof of the acceptance of a recipient to receive SMS messages from the Client, in the event such information is demanded by a regulatory, telecoms, legal or other recognized authority concerning the Client use of the Me2Mobile connection.

7.3. Termination

The Client agrees that Me2Mobile, in its sole discretion, may immediately terminate his account or use of the Me2Mobile Service, and remove and discard any content within the Service, for lack of use or if Me2Mobile believes that the Client has violated or acted inconsistently with the letter or spirit of the Terms and Conditions including but not limited to the elements stated in clauses 7.2, or 6.3 or if Me2Mobile has reasons to assume that the Client has provided inaccurate or incomplete information to Me2Mobile.

Either party may also in its sole discretion and at any time terminate the Agreement, or any part thereof, with 30 days notice for the end of a month by terminating online on the SMS service form or by email to the email address indicated on the website. The Client agrees that any termination of the Client's access to the Me2Mobile Service under any provision of these Terms and Conditions may be effected without prior notice, and acknowledge and agree that Me2Mobile may deactivate or delete the Client's account and all related information and files in the Client's account and/or bar any further access to such files or the Service after the notice period. Further, the Client' agrees that Me2Mobile shall not be liable to Client or any third-party for any termination of Client's access to the Service.

7.4. Rights and obligations on termination

In the event of termination of this Agreement, all rights of either party which may have been granted in connection with the provision of the Me2Mobile services shall terminate.

Termination of this Agreement will not release either party from the obligation to make payment of all amounts that shall have accrued up to the date of termination and thereafter.

8. SMS Debits

Me2Mobile debits transmitted SMS messages from the Client's SMS account according to its transmission logs. These logs are deemed correct and valid even if the Client has objected to the correctness of the accounting records but Me2Mobile investigations have not produced evidence of a technical problem or error. Because Me2Mobile cannot guarantee delivery of the SMS messages to recipients due to possible errors and outages on the part of mobile network providers, Me2Mobile does not refund undeliverable bulk SMS messages to the Client nor does it make any outpayments to Clients for such undeliverable premium SMS messages.

9. Complaints

Subject to Article 3.1 which applies to invoices received by the Client, all complaints must be directed to Me2Mobile at the email address indicated on the website and within 10 business days of the event causing the objection.

10. Intellectual Property

All intellectual property rights to Me2Mobile products and services, both existing rights and rights arising in connection with the performance of the contract, including all communication media and systems associated with Me2Mobile and the underlying services and platforms shall remain the property of Me2Mobile. By using the Me2Mobile Services, the Client does not in particular obtain any rights in the infrastructure, content or software associated with the services.

11. Data protection

Me2Mobile complies with the prevailing laws with regard to handling data, particularly the laws on telecom and data protection. Me2Mobile only collects, stores and processes the data required for providing the services, for handling and maintaining customer relations, particularly to ensure high quality services, operation or reliability and infrastructure and for invoices and payment purposes.

THE CLIENT ACCEPTS THAT ME2MOBILE MAY, IN CONNECTION WITH THE CONCLUSION AND PERFORMANCE OF THE ME2MOBILE SERVICE, REQUEST INFORMATION CONCERNING THE CLIENT, USE THE CLIENT'S PERSONAL DATA FOR THE DEVELOPMENT OF SERVICES AND CUSTOMIZED OFFERINGS AND USE THE CLIENT'S PERSONAL DATA FOR MAILING PURPOSES REGARDING NEWS SERVICES OF ME2MOBILE. IF A SERVICE IS PROVIDED JOINTLY BY ME2MOBILE AND A THIRD PARTY OR IF THE CLIENT RECEIVES THIRD PARTY SERVICES VIA THE ME2MOBILE SERVICE, ME2MOBILE MAY DISCLOSE THE CLIENT'S DATA TO A THIRD PARTY, IN SO FAR AS THIS IS NECESSARY FOR THE PROVISION OF SUCH SERVICES.

Me2Mobile takes precautionary measures to protect its network against third party access. However, full protection against unauthorized access cannot be guaranteed. Me2Mobile is not responsible for such access.

12. Interpretation

If any term of this Agreement is held invalid, illegal or unenforceable, the remaining portions shall not be affected. No failure or delay in enforcing any term, exercising any option or requiring performance, shall be a waiver of that or any other right.

13. Amendments

Me2Mobile reserves the right to amend its services, prices and these Terms and Conditions at any time.

Me2Mobile shall inform the Client of any revisions in suitable form. Should Me2Mobile increase its prices such that they result in higher costs for the Client, the Client may prematurely terminate the contract in accordance with Article 3.

14. Transfer

The transfer of the contract or any rights or obligations arising there under is subject to the written consent of both parties.

15. Jurisdiction

These Terms and Conditions as well as the contractual relationship between the Client and Me2Mobile pertaining to Me2Mobile Services are governed by the laws of Australia. The exclusive place of jurisdiction shall be NSW Australia.

16. Client Obligations

The Client ensures and undertakes to:

- obtaining and maintaining its own compatible system being all such equipment, software and communications lines as notified by Me2Mobile to access and/or make use of Me2Mobile Services.
- in any marketing of Content give price references with the retail price that will be charged the End-user through the Me2Mobile Services in accordance with this Agreement and with due consideration to relevant provisions of law;
- disclose all conditions pertaining to the use of the Contents, in such manner that the public may correctly and without close scrutiny understand the nature of the Contents and any charges payable therefore.
- not to distribute false, misleading information or information, which is inflammatory or offensive on moral, religious, communal or political grounds.
- contain the name and number of the Client and a customer enquiry support helpdesk
- be solely responsible for its services in providing Content to End Users;
- assure in all documentation and communication that he shall be considered as the contractual

seller of the Content to the End User;

- be responsible for that no mass marketing of services from the Client is made to any End Users unless there is a prior approval from the End User and that no unsolicited Content are sent to End Users at any time;
- provide, locally charged, telephone customer support during Office Hours (defined in Order Form), in the Territory to End Users or, when requested, through the Operator's customer support centres as regards to Content specific questions;
- be responsible for and ensure that Content complies with all applicable laws, regulations, orders and Codes of Practice now or hereafter in effect and with ethical and moral standards of Me2Mobile, Operators and any relevant authorities;
- comply with applicable tax legislation (including legislation regarding value added tax, goods and service tax and excise duties etc.) and fully account for any value added tax, goods and service tax or excise duties which should be paid or otherwise accounted for on supplies of Content made by the Client to End Users under this agreement.
- if applicable, issue invoices to End User when mandatory under applicable law.
- upon request update Me2Mobile of transaction and revenue forecasts or any public marketing;
- ensure that Content, advertising or other market activities are not related or refer to Me2Mobile or any Operator or affect or are linked to any Me2Mobile or Operator brand;
- be solely responsible for marketing of Content;
- ensure that no viruses, worms, Trojan horses, time bombs, cancel bots or any other harmful, damaging or destructive programs or content are transmitted or caused to be transmitted by or on behalf of the Client;
- ensure that no Content is being operated or used fraudulently; and
- not at any time provide or use any Content which infringes or may infringe any third-party Intellectual Property Rights and that before any Content is used all rights, licenses and consents including any Intellectual Property Rights, have been obtained and all requirements of law complied with as may be necessary to enable such Content to be made available to End Users.

17. Confidentiality

Each Party shall keep confidential and shall not without the prior consent in writing of the disclosing Party copy or disclose to any third party the content of any documents of information which is designated by means of appropriate text to be of confidential nature of which by nature obviously is confidential (whether of a commercial, financial or technical nature) acquired from the other Party in connection with this Agreement. Each Party shall copy and use such documents and information solely for the purpose of this Agreement.

The foregoing obligations shall not apply to any information which;

- is within the public domain at the time of disclosure or later becomes part of the public domain through no fault of the receiving Party; or
- was known to the receiving Party prior to disclosure by the disclosing Party as proven by the written records of the receiving Party; or
- is disclosed to the receiving Party by a third Party who did not obtain such information, directly or indirectly, from the disclosing Party.

The obligations under this Clause shall bind the Parties for a period of five (5) years from the date of disclosure of such information and they will survive any cancellation or termination of this Agreement.

18. Indemnity

The Client shall indemnify and keep fully and effectually indemnified Me2Mobile and all Operators against all liabilities (including damages, expenses, regulatory fines, penalties and costs), actions, proceedings, claims and demands and all alleged claims and demands whatsoever (including, but not limited to, any claim that the Content infringes the Intellectual Property Rights of any third party) arising directly or indirectly out of or in consequence of the provision or use of any Content and/or the associated services of the Client or the conduct of the Client's business. Me2Mobile shall as soon as reasonably possible give notice to the Client of any such action proceeding, claim or demand.