

## 1. YOUR RELATIONSHIP WITH FLEXISMS

Your use of FlexiSMS (the “**Service**”) is subject to the terms of a legal agreement between you and Innovax Systems Pte Ltd (“**Innovax**”), whose principal place of business is at 317 Outram Road #01-01, Concorde Shopping Centre, Singapore 169075. This document explains the agreement and the terms of the agreement (“**Terms**”).

## 2. ACCEPTING THE TERMS

In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

You can accept the Terms by:

- Indicating by clicking and check the agree to the Terms during registration; or
- By actually using the Services. In this case, you understand and agree that Innovax will treat your use of the Services as acceptance of the Terms from that point onwards.

You may not use the Service and may not accept the Terms if (a) you are not of legal age to form a binding contract with Innovax, or (b) you are a person barred from receiving the Service under the laws of Singapore or other countries including the country in which you are resident or from which you use the Service.

## 3. PROVISION OF THE SERVICE

Innovax is constantly innovating in order to provide the best possible experience and Service feature set for its users. You acknowledge and agree that the form and nature of the Service which Innovax provides may change from time to time without prior notice to you.

While Innovax maintain the Service and the hardware that the Service relies on with utmost efforts, Innovax makes no guarantees to the continuous availability of the Service or any of the Service features. You further acknowledge that Innovax shall not be liable to you or anyone else caused by data loss, whole or partial failures, delays or interruptions of the Service.

You acknowledge and agree that if Innovax disables access to your account, you may be prevented from accessing the Service, your account details or any files or other content which is contained in your account.

You acknowledge and agree that while Innovax may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Service or on the amount of storage needed for the provisioning of the Service, such fixed upper limits may be set by Innovax at any time, at Innovax’s discretion.

## 4. USE OF THE SERVICES BY YOU

In order to access the Service, you may be required to provide information about yourself as part of the registration process for the Service, or as part of your continued use of the Service.

You agree that any registration information you give to Innovax will always be accurate, correct and up to date.

You agree to use the Service only for the purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

You agree not to access (or attempt to access) the Service by any means other than through the interface that is provided by Innovax, unless you have been specifically allowed to do so in a separate agreement with Innovax. You specifically agree not to access (or attempt to access) the Service through any automated means (including use of scripts or web crawlers).

You agree that you will not engage in any activity that interferes with or disrupts the Service (or the servers and networks which are connected to the Service).

You understand and agree that you will abide by the Spam Control Act in Singapore. A summary can be found at [Spam Control Act](#).

You understand and agree that you will be liable under the Personal Data Protection Act in Singapore should any phone number you are sending the SMS to is listed in the Do-Not-Call Registry. (see <https://www.dnc.gov.sg>)

You agree that you will not use the Service to mislead (or attempt to mislead) the recipient as to the identity, authenticity or origin of the message.

You agree that you will not engage in any activity through the Service to transmit messages which are libelous, abusive, threatening, vulgar, obscene, unlawful or otherwise objectionable material of any kind in nature.

Unless you have been specifically permitted to do so in a separate agreement with Innovax, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Service for any purpose.

You agree that you are solely responsible for (and that Innovax has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Innovax may suffer) of any such breach.

You agree that you are solely responsible for (and that Innovax has no responsibility to you or to any third party for) any content that you create, transmit or receive while using the Service and for the consequences of your actions (including any loss or damage which Innovax may suffer) by doing so.

## **5. YOUR PASSWORDS AND ACCOUNT SECURITY**

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Service.

Accordingly, you agree that you will be solely responsible to Innovax for all activities that occur under your account.

If you become aware of any unauthorized use of your password or of your account, you agree to notify Innovax immediately.

## **6. PRIVACY AND YOUR PERSONAL INFORMATION**

Please read the [Privacy Policy](#).

You agree to the use of your data in accordance with the Privacy Policy.

## **7. FEES, PAYMENTS AND YOUR ACCOUNT**

By using the Service, you shall pay Innovax subscription fee, add-on module fees and transaction fees for messages received and delivered. Messages will be deemed delivered when the Service obtain a positive acknowledgement from the immediate GSM network providers' servers or the immediate SMTP server. The Service does not guarantee delivery of messages to the final destination. Messages may be delayed or lost depending on the network coverage or load in the GSM network by the providers. You acknowledge that the Service is dependent on various telecommunications networks and institutions outside the control of Innovax for the delivery of the messages.

You acknowledge and agree that Innovax reserves the right to amend the subscription, add-on module and transaction fees (price per credit) from time to time. All such amendments, if any, shall be published on the Service website.

Payments shall be processed by Paypal, including Credit Card transactions. You acknowledge and agree that Innovax reserves the rights to suspend your account and impose alternative payment arrangements when the payment is fraudulent or charged-back.

Messages transmitted or received by the Service is subject to various credit rates. An estimation of the number of credits used will be shown before a feature of the Service is consumed. As the Service is dependent on various telecommunications provider outside the control on Innovax, these rates may change from time to time. You acknowledge and agree that Innovax reserves the right to amend these rates. These rates will be published on the Service website.

You shall be able to login to the Service with limited functionalities after your account expires for up to 30 days. You will not be able to send or receive messages during this grace period regardless of your credit balance. You may renew your account during this grace period. The start of the renewed period will be back-dated to start from the last expiry date. After the grace period, your account will be archived for regulatory compliance and removed from the Service, all remaining credits, if any, will be forfeited.

You may terminate your account any time. All fees paid will not be refundable.

## **8. PROPRIETARY RIGHTS**

You acknowledge and agree that Innovax owns all legal right, title and interest in and to the Service, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Service may contain information which is designated confidential

by Innovax and that you shall not disclose such information without Innovax's prior written consent.

Unless you have agreed otherwise in writing with Innovax, nothing in the Terms gives you a right to use any of Innovax's trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

Innovax acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any content that you send or receive through the Service, including any intellectual property rights which subsist in that content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with Innovax, you agree that you are responsible for protecting and enforcing those rights and that Innovax has no obligation to do so on your behalf.

Unless you have been expressly authorized to do so in writing by Innovax, you agree that in using the Service, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

## **9. EXCLUSION OF WARRANTIES**

NOTHING IN THESE TERMS, INCLUDING SECTIONS 9 AND 10, SHALL EXCLUDE OR LIMIT INNOVAX'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED **"AS IS"** AND **"AS AVAILABLE"**.

IN PARTICULAR, INNOVAX DO NOT REPRESENT OR WARRANT TO YOU THAT:

(A) YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS,

(B) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,

(C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND

(D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY

RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM INNOVAX OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

INNOVAX FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

## **10. LIMITATION OF LIABILITY**

SUBJECT TO OVERALL PROVISION IN SECTION 9 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT INNOVAX SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE SERVICE FOR EMERGENCY NOTIFICATION SYSTEMS WHICH A FAILURE, PART OR WHOLE, IN THE SERVICE WILL RESULT IN DEATH, PERSONAL INJURY OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE;

(II) ANY CHANGES WHICH INNOVAX MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICE (OR ANY FEATURES WITHIN THE SERVICE);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICE;

(IV) YOUR FAILURE TO PROVIDE INNOVAX WITH ACCURATE ACCOUNT INFORMATION;

(V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

THE LIMITATIONS ON INNOVAX'S LIABILITY TO YOU THIS SECTION ABOVE SHALL APPLY WHETHER OR NOT INNOVAX HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

## **11. CHANGES TO THE TERMS**

Innovax may make changes to the Terms from time to time. When these changes are made, Innovax will post the updated Terms on the Service website.

You understand and agree that if you use the Service after the date on which the Terms have changed, Innovax will treat your use as acceptance of the updated Terms.