

# TERMS AND CONDITIONS

## THE APPLICATION

These Terms and Conditions (**terms**) govern your use of the NoPowerTXT App (**App**). By using the App, you acknowledge that you have read and understood these terms, and you confirm your agreement to be bound by these terms.

NoPowerTXT may make improvements, changes and/or deletions to the App at any time via upgrades available to download by pressing the "Check for updates..." button in the ABOUT screen located on the NoPowerTXT home screen.

NoPowerTXT has no obligation to notify you of any such improvements, changes and/or deletions to this App other than via that facility.

NoPowerTXT recommends you check the web site [www.nopowertext.com](http://www.nopowertext.com) from time to time to keep up to date with any news or important information regarding NoPowerTXT.

## USE OF THE APP

At the time that you purchase the App, you will be provided with an **Activation Code**. Once you have entered a valid Activation Code, plus your name, email address and contact phone number into the App, the App will send this information and register your device and confirm your acceptance of these Terms via a single text message to NoPowerTXT.

You must not use your Activation Code on any other version of this App, or share it with any other person. If the Activation Code is used on any other version of this App (whether by you or by any other person), then we may de-activate your use of the App.

You acknowledge that NoPowerTXT will not perform its intended function if and for so long as the phone on which it is installed is not receiving network coverage, for whatever reason.

NoPowerTXT should not be used to monitor life critical medical equipment. It is not intended to be used to monitor the power supply to anything that plays a critical role in the support of life, property or business interests.

NoPowerTXT recommends that you connect your NoPowerTXT phone to a Wi-Fi source from time to time and press the "Check for Updates..." button located within the ABOUT tab at the bottom of the Home screen. Any updates required will not affect the overall set up of your NoPowerTXT system.

## THE PHONE

NoPowerTXT or its agent has purchased an Android based phone (**Phone**) on your behalf and a SIM card (**SIM**) (which is registered to NoPowerTXT or its agent and remains our property) so that you can use this App during the Subscription service period. The terms governing the use of the Phone, including any handset / phone warranty, and whether between NoPowerTXT and you or as between the phone company and you, are as contained in the documentation from the phone company. To the extent that it is necessary to do so, the purchaser of the phone (ie NoPowerTXT and/or its agent) assigns to you the benefit of any warranties given by the phone company.

If you need to call on that warranty, you will do that yourself, but with any assistance from us that you reasonably require (and then at your cost).

## THE SIM CARD

The SIM card is provided by NoPowerTXT or its agent for the sole use of delivering the NoPowerTXT texting service. It is locked such that the phone will not make phone calls or provide internet connectivity.

## SUBSCRIPTION

NoPowerTXT is provided with a 12-month subscription service (unless otherwise notified in writing), which is renewable on an annual basis. The subscription commences from the date of first activation. NoPowerTXT will email you an invoice approximately 14 days prior to the expiry of your current service. If you fail to pay this invoice within a "reasonable" period, the NoPowerTXT service will cease however the phone remains your property. Subscription includes up to 300 outgoing text messages per annum. Higher volumes are available subject to negotiation with NoPowerTXT.

## INTELLECTUAL PROPERTY

You acknowledge that we own all intellectual property relating to NoPowerTXT and the App, and nothing in this agreement will give you any rights at all to any of that intellectual property.

## PRIVACY

When you activate this App, NoPowerTXT will receive your NoPowerTXT phone's number, your name, email address and contact telephone number. NoPowerTXT will only use the NoPowerTXT phone number to activate or de-activate this App. NoPowerTXT will only use your personal information to email you the annual subscription invoice, to let you know about any upgrade that might be available (although there is no obligation to do so), and to let you know of any other special offer that may be made to NoPowerTXT customers from time to time.

## NOPOWERTEXT'S LIABILITY

The App, Phone and SIM are provided to you "as is".

To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these terms and conditions including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

Where legislation implies any condition or warranty, and that legislation prohibits NoPowerTXT from excluding or modifying application of, or its liability under, any such condition or warranty, that condition or warranty will be deemed included but NoPowerTXT's liability will be limited for a breach of that condition or warranty to (at our option):

- (a) if the breach relates to goods, the replacement of the goods or the supply of equivalent goods; the repair of such goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and
- (b) if the breach relates to services, the supplying of the services again; or the payment of the cost of having the services supplied again.

NoPowerTXT and its authorised resellers and agents will not be liable to you or any other party for any direct, indirect, special or other consequential damages that arise from using this App, including (without limitation) (a) any lost profits, (b) business interruption, (c) any loss of stock, perishables, plants, fish or anything else the power supply for which is being monitored by this App, even if you expressly tell us of the way in which you intend to use this App, and even if we intentionally de-activate your use of this App for the either of the reasons set out above