

DODO SMS SERVICE TERMS AND CONDITIONS

1. Description of the Service:

- 1.1. Dodo's SMS Service ('**the Service**') is only available to current Dodo customers. The Service enables you to send short message service (SMS) messages to services, including mobile phone services, capable of receiving such messages from your computer.
- 1.2. The Service includes the following:
 - a). An on-line tool to compose and send SMS messages; and
 - b) An on-line address book to create and manage message recipients.
- 1.3. The Service is supplied to you on the basis of these terms and conditions together with the General Terms and Conditions of the Dodo Standard Form of Agreement ('SFOA').

2. How the Service works

- 2.1 You can access this service by going to the following web address:
<http://www.dodo.com.au/login/?message=SMSSend&SendSMS=1>
- 2.2 You pre-pay for the Service by purchasing a set number of messages. A message will be considered 'sent' when it has left Dodo's server, whether or not the message is ultimately delivered.

3. Limitation of the Service

- 3.1 The Service is not designed or intended for commercial use.
- 3.2 The Service is to be used for outgoing messages only. Any SMS reply to a message you send will not be received by you. The number displayed at the origin of any SMS message will not be accessible by either SMS or phone. Accordingly, if you wish the recipient of an SMS message to reply to the message you must advise them of an alternative mobile telephone number to which they can reply to the message.

4. Your Use of the Service

- 4.1 Dodo's Acceptable Usage and Fair Go™ Policies apply to your use of the Service.
- 4.2 You must not use the service to breach any applicable criminal laws or to infringe the right of a third party. This includes, without limitation:
 - a. fraudulent, deceptive or illegal activity;
 - b. infringement of copyright, trademarks or other intellectual property rights;
 - c. infringement of laws relating to censorship, classification of material or the sending of spam;
 - d. using the Service to create, forward or distribute defamatory statements.
- 4.3 You must not use this Service:

- a. to send a message to a person or group who has indicated that they do not wish to receive the communication from you;
- b. to send unsolicited bulk mail or 'spam', whether or not it is commercial in nature;
- c. in a way that forges or disguise the origin of the communications.

4.4 Dodo reserves the right to keep a record of all details you enter of messages you send using this Service and to use and disclose such records for the following purposes:

- a. to provide the Service to you;
- b. to comply with our legal obligations under applicable laws, including on receipt of any warrants, subpoenas or other court orders from relevant authorities;
- c. to enable any purchaser of all or part of our business or assets to provide the Service to you.

5. Termination of the Service

If you cease to be a Dodo customer, or if Dodo terminates this Service because you have breached these terms, or the terms of the Dodo SFOA General Terms and Conditions, you will forfeit any pre-paid unused messages.