

TERMS FOR OPTN'S CONTRACTS WITH END USERS

1. Our¹ service to you² is for us to use our technology to endeavour to assist in:
 - a) electronically sending participating merchants³, SMS messages to your nominated mobile number using OPTN's gateway⁴ and
 - b) acting on your subscribe⁵ and unsubscribe⁶ SMS messages in respect of particular participating merchants, so that SMS messaging to you from them, using the OPTN gateway is activated or deactivated (as the case requires).
2. We do not make any commitments regarding any telecommunications carriers' SMS services (including the availability of those services) or regarding information services (including their availability from any merchant, their regularity or their correctness or completeness).
3. We do not make any commitments regarding the timing or manner of delivery of any messages to you.
4. You accept the risk that our services may be interrupted due to circumstances beyond our reasonable control and due to the impact of scheduled or unscheduled technology maintenance and support.
5. You agree that we may immediately terminate our service to you at any time without notice and for any reason and are not obliged to inform you of the reasons for doing so. You may unsubscribe from our service at any time by sending us an unsubscribe message in accordance with our published processes for unsubscribing.
6. By subscribing, you have consented to us and our contracted service providers using and disclosing the information we have about you⁷ for the purpose of providing our services to you. By subscribing, you have also consented to receiving commercial electronic messages from participating merchants via our service.
7. We will endeavour to keep your information confidential and not use or disclose it to others except -
 - a) for the purpose of communicating with you in relation to our service;
 - b) to contractors for the purpose of assisting us to provide services to you;
 - c) as required or permitted by law as set out in our privacy policy from time to time (our privacy policy is available from us on request or may be published on www.optn.co.nz from time to time) and
 - d) as otherwise permitted by you.
8. We do not charge you a fee for our service. We may be paid a fee by those Telecommunication facilities providers in respect of your use of our service. We can give no commitment and make no representation about charges others may make to you in respect of information communicated via use of our service.
 - a) You agree that you will comply (and our obligations are subject to you complying) with our processes and policies for subscribing and unsubscribing and otherwise in respect of the service. These may be posted at www.optn.co.nz or otherwise notified by us to you.
9. All terms (written, oral, express or implied) not expressly stated in these conditions are excluded. You agree that our liability to you for any circumstances (whether due to breach of contract, negligence or otherwise) -
 - a) is limited (at our election) to our providing the service which is the subject of our wrongful act to you again or paying for the cost of providing that service again
 - b) excludes liability for loss of profits, loss of goodwill or any special, indirect or consequential loss.These limitations and exclusions are for the separate benefit of us and our officers, employees and contractors and any provider of other services in respect of our service to you. They do not apply to the extent they would be void or unenforceable under or contrary to any law governing these terms.
10. You acknowledge that we may assign responsibility for the service to others and that your obligations under this agreement are also owed to any such assignees.
11. Where you are using our service from New Zealand or anywhere else other than New Zealand the laws of New Zealand apply to these terms.

¹ "Our" "us" and "we" refer to OPTN Limited

² "You" and "your" refer to a person recognized by us as an OPTN end user.

³ Participating merchants are those with whom we have a Participating Merchants' Agreement.

⁴ Namely, OPTN's software, third party data hosting relationships, third party Internet Service Provider and technology of affiliated companies.

⁵ "OPTN [*plus participating merchant's code*]"

⁶ "OPTX [*plus participating merchant's code*]"

⁷ This is likely to be your mobile number