

Website Terms and conditions

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The Site and its Use

The Syniverse Technologies ("**Syniverse Technologies**") Web site is owned and provided by Syniverse Technologies from its offices in Tampa, Florida. For details on what Syniverse does, please visit our Company section. For purposes herein, Syniverse Technologies and its subsidiaries and affiliated companies are collectively referred to as "Syniverse." The applicable Web site or sites are referred to herein as the "Site." Please feel free to browse the Site; however, your access to and use of the Site is subject to these Terms and all applicable laws.

Syniverse provides this Site to enable the Syniverse MMS Virtual Delivery Service (the "**Service**") which enables Multimedia Messaging Service ("**MMS**") interoperability to subscribers whose service provider does not have MMS connectivity to the Syniverse customer mobile operator. The Service delivers MMS by allowing recipients to download and reply to incoming MMS messages from this Site's URL link after receiving a SMS notification.

Once a recipient subscriber receives a SMS text message from the Service with the URL link, the recipient subscriber can click through to the URL on the Site to view and download the message. The recipient subscriber can then choose to reply to the originating mobile subscriber using the Service. The MMS is stored in a secure server in Hong Kong and is stored on the server for 7 days and then permanently deleted from all Syniverse storage media. Syniverse's customer in providing the Service is the MMS originator's mobile network operator and not the recipient subscriber or their mobile network operator. Syniverse accepts no liability to the recipient subscriber or their mobile network operator for the performance of the Service or the delivery of storage MMS data being communicated.

You shall use the Site for lawful purposes only. You shall not post or transmit through the Site any information or material which violates or infringes, in any way, the rights of others, or which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, harassing, or otherwise objectionable. Nor shall you post or transmit through the Site any information or material which encourages conduct that would constitute a criminal offense, give rise to liability or otherwise violate any law or administrative ruling or guidelines, is in violation of these Terms, or which, without Syniverse's prior written approval, contain advertising or any solicitation with respect to products or services. Any conduct by you that, in Syniverse's opinion, restricts or inhibits any other user from using or enjoying the Site will not be permitted.

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Information Provided By You

It has been and remains Syniverse's policy not to accept or consider ideas, suggestions or materials other than those that Syniverse has specifically requested from you. Accordingly, Syniverse does not want you to, and you should not, send any confidential or proprietary information to Syniverse through the Site unless specifically requested by Syniverse. Please

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As further provided above, Syniverse does not want to receive, and you are deemed to covenant and agree through the use of the Site not to provide, any information or materials to Syniverse that are defamatory, threatening, obscene, harassing, in violation of any law, governmental requirements or otherwise unlawful, or that incorporate the proprietary information or materials of another person or entity.

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Changes

Syniverse reserves the right, in its sole discretion, to revise these Terms at any time and correct any errors or omissions in any portion of the Site, the Services and Materials. Materials and the Services may also be changed, modified, added, or removed and updated without notice at any time; however, Syniverse is under no obligation to update Materials or Services. Syniverse may also make changes in the products, services, programs, or prices (if any) described in the Site at any time without notice. Your continued use of the Site after any change Syniverse makes to the Site will be considered acceptance of those changes. You should revisit these Terms from time to time to review the then-current Terms because they are binding on you.

Global Availability

Syniverse administers the Site from its offices in the United States. Materials published at the Site may refer to products, programs, or services that are not available in your country. Consult your local Syniverse business contact in this regard. Furthermore, Syniverse makes no representation that the Materials at the Site are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. You may not use the Site or export information and materials in violation of the export laws of the United States or any other country. If you access the Site from a location outside of the United States, you are responsible for compliance with all applicable laws.

Governing Law

These Terms shall be governed by the laws of the State of Florida, without giving effect to any principles of conflicts of law. If any provision of this Agreement and Terms shall be unlawful, void, or for any reason unenforceable then that provision shall be severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms constitute the entire agreement between Syniverse and you with respect to your use of the Site. Any cause of action you may have with respect to your use of the Site must be commenced within six (6) months after the claim or cause of action arises.

DIGITAL MILLENNIUM COPYRIGHT ACT

As a provider of transitory digital communications, Syniverse is protected by the safe harbor provision of the Digital Millennium Copyright Act of 1998 ("DMCA") (see 17 U.S.C. 512(a)).

If you believe that your copyrighted work has been transmitted through any system or network maintained by Syniverse, please provide notice to our Copyright Agent. The notice must include the following information as required by the DMCA (see 17 U.S.C. 512(c)(3)).

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;

3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

NOTE: The Copyright Agent should only be contacted with respect to copyright-infringement matters. The Copyright Agent will not respond to general inquiries.

Copyright Agent:

Syniverse Telecommunications, Inc.

8125 Highwoods Palm Way

Tampa, Florida 33647-1765

Fax: (813) 637-5882

Email: copyrightnotice@syniverse.com

Counter Notification

If you believe a copyright infringement notice has been wrongly filed against you as a result of mistake or a misidentification, you may file a counter notification with our Copyright Agent. The counter notification must provide the following information:

1. Physical or electronic signature of the subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
4. The subscriber's name, address, telephone number and email address, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for

the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Syniverse is committed to compliance with U.S. copyright laws and reserves the right to terminate customers who are repeat infringers.