

BizjetMobile (BJM)

Passenger and Crew SMS Service

****Terms and Conditions for SMS Service****

****Effective Date:**** 1 January 2023

These Terms and Conditions ("Agreement") govern your use of the SMS service provided by BJM("we," "our," or "us"). By accessing or using our services, you ("User" or "Customer") agree to be bound by these Terms. If you do not agree to these Terms, you should not use the service.

1. ****Account Registration and Access****

1.1 ****Eligibility:**** To use our service, you must be at least 18 years of age and capable of entering into legally binding contracts.

1.2 ****Account Creation:**** You agree to provide accurate, up-to-date, and complete information during registration. You must create an account and maintain its security. You are responsible for all activities that occur under your account.

1.3 ****Account Security:**** You agree to keep your account details, including password, confidential and notify us immediately if you suspect unauthorized access.

2. ****Services Provided****

2.1 ****SMS Sending Service:**** We provide a platform that allows you to send SMS messages to mobile phone numbers.

2.2 ****Access:**** You may access the services only through our APP.

2.3 ****Delivery Reports:**** We provide delivery reports based on the status of each sent SMS. However, we do not guarantee 100% delivery rates.

2.4 ****Service Availability:**** We aim to maintain 99.9% uptime, except for scheduled maintenance or issues outside of our control.

3. ****Payment Terms****

3.1 ****Pricing:**** Our service is offered on a pay-as-you-go or subscription basis. Pricing details are outlined in our service agreement.

3.2 ****Payment Methods:**** Payments must be made using the payment methods we accept (credit card, bank transfer, etc.).

3.3 ****Billing Cycle:**** Billing will occur on a monthly basis unless otherwise agreed.

3.4 ****Refunds:**** No refunds will be provided for undelivered messages, unless the failure is due to our error. Refund requests must be submitted within 14 days of the issue.

4. ****Usage Guidelines****

4.1 ****Acceptable Use:**** You may not use the service to send any of the following:

- Spam or unsolicited messages
- Messages that infringe on the intellectual property rights of others
- Content that violates privacy, defames others, or promotes illegal activity

- Fraudulent or misleading messages

4.2 **Compliance with Laws:** You agree to comply with all applicable local, state, and international laws and regulations, including data protection laws such as GDPR or the CAN-SPAM Act.

4.3 **Opt-Out Mechanism:** Initial invitations to connect include a clear and functional opt-out mechanism ([Text STOP to cancel](#)).

5. **Compliance with Laws**

5.1 **Data Protection:** You must obtain any necessary consent from recipients of your messages before sending communications. You are solely responsible for ensuring that your messages comply with data protection laws (such as GDPR, CCPA).

5.2 **Spam Laws:** You must ensure that your messages do not violate anti-spam laws, including but not limited to the CAN-SPAM Act and any local regulations.

5.3 **Third-Party Networks:** You agree to comply with the terms and policies of any third-party mobile networks, carriers, or regulators whose infrastructure is used to deliver your messages.

6. **Privacy and Data Protection**

6.1 **Data Handling:** We take your privacy seriously. We will process your personal and recipient data in accordance with our Privacy Policy.

6.2 **Data Ownership:** You retain ownership of the data you send through our platform. We only use this data to provide the service to you and in accordance with applicable privacy laws.

6.3 **Third-Party Sharing:** We do not share your data with third parties except where required by law or for the provision of the service (e.g., network providers).

7. **Service Interruptions**

7.1 **Service Downtime:** We strive to ensure the availability of the service, but cannot guarantee uninterrupted access. We are not responsible for interruptions caused by technical issues, third-party networks, or force majeure events.

7.2 **Maintenance:** We may perform routine maintenance that could temporarily affect service availability. You will be notified in advance of any planned downtime.

8. **Liabilities and Disclaimers**

8.1 **Limitation of Liability:** Our total liability for any claims, losses, or damages arising from your use of the service will be limited to the amount you have paid for the service in the preceding [6] months.

8.2 **No Warranty:** We provide the service "as is" and disclaim all warranties, express or implied, regarding the quality, accuracy, or fitness for a particular purpose of the service.

8.3 **Indemnification:** You agree to indemnify and hold harmless BJM against any claims, losses, or damages arising from your use of the service, including any breach of this Agreement or violation of applicable laws.

9. **Termination and Suspension**

9.1 **Termination by You:** You may terminate your account by providing written notice to us.

9.2 **Termination by Us:** We may suspend or terminate your account if we believe you have violated these Terms or any applicable laws.

9.3 **Consequences of Termination:** Upon termination, all outstanding fees must be paid, and you will no longer have access to our services.

10. **Intellectual Property**

10.1 **Ownership:** We retain all intellectual property rights in the SMS platform, APPs, and any related materials.

10.2 **License:** You are granted a non-exclusive, non-transferable license to use the service for the duration of your agreement, strictly in accordance with these Terms.

10.3 **User Content:** You retain ownership of the messages you send through our service. However, you grant us a license to process and deliver those messages on your behalf.

11. **Dispute Resolution**

11.1 **Governing Law:** This Agreement is governed by the laws of Victoria Australia, without regard to conflict of law principles.

11.2 **Arbitration:** Any disputes arising out of this Agreement will be resolved through binding arbitration in Victoria Australia.

11.3 **Court Jurisdiction:** If arbitration is not an option, disputes will be resolved in the courts of Victoria Australia

12. **Amendments to Terms**

12.1 **Changes to Terms:** We may modify or update these Terms at any time. We will notify you of any material changes, and continued use of the service after such changes will constitute your acceptance of the revised Terms.

13. **Miscellaneous**

13.1 **Force Majeure:** We are not liable for delays or failures caused by events beyond our control, including but not limited to natural disasters, network failures, or government actions.

13.2 **Severability:** If any part of this Agreement is found to be unenforceable, the rest of the Agreement will remain in full effect.

By using our service, you acknowledge that you have read, understood, and agree to these Terms and Conditions.

Important Note:

- [Message Frequency Varies](#)
- [Message and data rates may apply](#)

Contact Information:

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