

# Notifyre Terms and Conditions – United States of America

Last modified on December 30th 2022

## 1. Important Information

1.1 These Terms and Conditions (the “Terms and Conditions”) of Notifyre LLC (hereinafter known as “Notifyre,” “We,” or “Our”) provide the terms and conditions upon which we will provide Services, as defined below, to our customers (hereinafter known as “Customer,” “you,” or “your”). Customer’s use of the Services constitutes Customer’s agreement to these Terms and Conditions, which forms a contractual relationship between Customer and Notifyre. These Terms and Conditions create important legal rights and obligations upon Notifyre and the Customer. If the Customer does not agree to these Terms and Conditions, the Customer is not authorized and must not use the Services.

1.2 Notifyre reserves the right to change the Terms and Conditions at any time without prior notice. All current Terms and Conditions for Notifyre services will be available on the Notifyre website.

1.3 Notifyre will post all changes to Terms and Conditions online.

1.4 Where there is a change to fees or pricing, Notifyre will communicate changes to the registered Admin User email and Billing email address provided by the Customer.

1.5 Customers are responsible for ensuring they read all updates to Terms and Conditions. The Customer shall be deemed to have accepted and agreed to such changes by continuing to use Notifyre Services after such changes have been posted or information regarding changes have been sent to the Customer.

## 2. Definitions

In Notifyre’s Terms and Conditions, the following words and phrases have the following meanings:

2.1 Business Day refers to the days the business operates for Support Services. This is typically Monday to Friday, unless deemed a federal holiday, or for circumstances where Force Majeure applies.

2.2 Commencement Date means the date that the Customer set up an account or from the date the Customer subscribed to any of the Services.

2.3 Content means data, information, images, and all other content that the Customer receives and sends via the Services.

2.4 Fees or pricing mean (a) fees for Services as appearing on our website and/or promotional material updated from time to time, and (b) any other fees the Customer and Notifyre agree upon at Notifyre's prevailing rates for other Services.

2.5 Force Majeure means a circumstance beyond the reasonable control of Notifyre, which results in Notifyre being unable to observe or perform on time an obligation in our Terms and Conditions, including, but not limited to, acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires, pandemics, power supply disruptions (howsoever caused), internet downtime, natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, revolution, industrial action, or strikes.

2.6 Letter of Authorization (LOA) means the letter of authority to transfer (port) services from one provider to another.

2.7 Notifyre fax number means a fax number selected from the available Notifyre numbers, for use of Notifyre's Services.

2.8 Ordered fax number means a fax number order for your specific location for use of Notifyre's Services.

2.9 Ported fax number means a fax number ported to Notifyre for use of Notifyre's Services.

2.10 Porting means the transfer or moving of SMS or fax number/s to or from Notifyre with another carrier or service provider.

2.11 Ported Services means the SMS or fax numbers transferred to Notifyre for the use of these numbers on the Notifyre Services in accordance with the Services listed under Section 5. Services.

2.12 Services mean the Notifyre services provided by Notifyre including but not limited to Fax Send, Fax Broadcasting, Fax Receive, Virtual Fax Numbers, Fax Number Porting, SMS send, SMS reply collection, SMS Virtual Numbers and Virtual SMS Number Porting.

2.13 Support Services mean the support provided to Customers by Notifyre in their use of the Services as described in more detail on the Notifyre website.

2.14 System Maintenance Time means the duration that Notifyre or related carriers are required to perform scheduled or unscheduled maintenance.

2.15 The Campaign Registry (TCR) means a third-party provider working with North American mobile operators and companies providing SMS solutions business to register Application-to-Person (A2P) text messaging Campaigns.

2.16 Wallet Funds means the monetary value in the currency purchased, available as funds to use on your Notifyre account.

### 3. Interpretation

3.1 In these Terms and Conditions, unless the contrary intention appears, (a) words in the singular number include the plural and vice versa; (b) words importing a gender include any other gender; (c) a reference to a person includes bodies corporate and unincorporated associations and partnerships; (d) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; (e) a reference to a party includes its successors and assigns (where permitted); (f) a reference to any schedule includes a reference to any part of that schedule which is incorporated by reference; (g) monetary references are references to U.S. dollar currency; and (h) any references to sales tax refer to the applicable sales tax charged by the respective state and/or local tax jurisdiction, if any, at the rate charged by such tax jurisdiction.

3.2 If any term, covenant, item or condition of these Terms and Conditions, or the application of it to any person or circumstance, is deemed to be invalid or unenforceable, the remaining terms, covenants and conditions will not be affected and will be valid and enforceable.

### 4. Term and Termination

4.1 With respect to any Customer, these Terms and Conditions are valid upon the Commencement Date of the Services provided by Notifyre to such Customer. These Terms and Conditions will continue until terminated at any time by either party in the form of written notice or account closure.

4.2 These Terms and Conditions, or individually subscribed services, can be cancelled by either Notifyre or the Customer at any time without providing reason for termination. Notifyre shall have no liability to the Customer or any third party because of such termination. If the reason for the termination is due to violation of our Anti-Spam Policy, no refund will be issued. Where applicable, any remaining prepaid values may be refunded in accordance with [Section 12. Refund Policy](#).

4.3 Notifyre requires thirty (30) days prior written notice to cancel toll-free fax number services and international fax number plans. Charges will apply up until the end of the 30-day notice period. The cancellation request must be sent from the registered Admin User email address listed on your account

4.4 The Customer can cancel their subscription/s at any time via their dashboard. Once cancelled, the service will remain in 'pending cancellation' status until the expiration of the current subscription period. If a user is unable to access their dashboard, a written request in the form of an email to [support@notifyre.com](mailto:support@notifyre.com) is required from the Account Holder's nominated email. Such request must be received no less than 5 business days prior to subscription renewal date. Notifyre will send a confirmation email to the Customer once the cancellation has been finalized. See [Section 11. Financial Terms](#) and [Section 12. Refund Policy](#).

4.5 If a user is unable to access their dashboard to cancel their subscription, a written request in the form of an email to [support@notifyre.com](mailto:support@notifyre.com) is required from the Account Holder's nominated email, otherwise, the Customer remains responsible for all activity or transactions generated within their account. Where the Customer requests the cancellation via email, Notifyre will send a confirmation email to the Customer once the account has been closed. See [Section 11. Financial Terms](#), [Section 12. Refund Policy](#) and [Section 13. Customer Responsibilities and Message Recovery](#).

4.6 The Customer acknowledges that by requesting to cancel any Notifyre service, the Customer will lose all Notifyre relevant service account history. The Customer must download copies of all account data including but not limited to invoice history, incoming and outgoing fax and SMS message history, fax documents, and transaction reports if the Customer requires this information.

4.7 All sections of these Terms and Conditions which by their nature are intended to survive termination, including, without limitation, ownership, warranty disclaimers, and limitations of liability, shall survive the termination thereof.

## 5. Services

5.1 Notifyre will provide access to the following subscribed services.

5.1.1 Notifyre SMS Send Services are available via:

- the Notifyre secure Dashboard/App
- email to SMS
- SMS API

5.1.2 Notifyre Fax Send Services are available via:

- the Notifyre secure Dashboard/App
- email to fax
- fax API

The Services operate on a prepaid basis, unless otherwise negotiated (see [Section 11. Financial Terms](#)). Notifyre will provide the Services to the Customer by enabling the

Customer to use the services via the listed methods in 5.1.1 and 5.1.2 or as otherwise available for implementations

5.2 The per message rate for SMS or fax can be found in the Notifyre dashboard. The Customer must have wallet funds available in their account to send faxes or SMS or to use other available services.

5.3 Documents attempted to be sent by fax will undergo a file conversion process before Notifyre attempts to deliver the converted document to the Customers specified- destination fax number. Documents submitted for fax processing must be a supported [Fax File Type](#) on Notifyre.

5.4 SMS messages submitted to Notifyre for delivery will undergo a validation process. Messages meeting validation requirements will then be sent to the SMS carriers for delivery to the Customers specified destination mobile number.

5.5 Any messages submitted where a Notifyre account has insufficient 'Wallet Funds' will not be attempted for processing. The Customer must re-submit any messages for processing once Wallet Funds have been added.

5.6 Notifyre Fax Broadcasting – In accordance with these Terms and Conditions, Notifyre will provide the fax broadcasting service by enabling the Customer to send fax messages to multiple recipients simultaneously. Faxes will be converted and then attempted to be delivered to the designated fax numbers. The Customer is responsible for ensuring compliance with relevant legislation, see [Section 13. Customer Responsibilities and Message Recovery](#).

5.7 Notifyre Contact Groups – In accordance with these Terms and Conditions, Notifyre will provide the Customer with a facility to manage their contacts for SMS and fax sending via Notifyre. The Contact Groups feature is made available on an as is basis. see [Section 13. Customer Responsibilities and Message Recovery](#).

5.8 Except as otherwise provided, all prepaid services including 'Wallet Funds' are non-refundable.

5.9 Notifyre Fax Send charges are calculated as follows:

5.9.1 Each successfully sent fax page is charged at the advertised or agreed rate. Charges may vary. Refer to items below for additional charges where optional settings or features are enabled. [View Fax Send Status Codes](#) for chargeable statuses.

5.9.1 A fixed start fee applies to fax send attempts where a connection is established but no valid fax connection is obtained, returning a status result of 'connection but not a fax machine'. The fixed start fee is the equivalent amount of one (1) standard quality page to the destination number's country (refer to international send charges).

5.9.2 If the 'High Resolution' option is selected, a 25% additional charge per page is applied per successfully sent fax page.

5.9.3 Charges may vary depending on Customer's send settings or where optional settings or features are enabled.

5.9.4 International fax send rates will vary based on the destination.

5.9.5 Fax campaigns, unless otherwise negotiated, are charged upfront, based on the total number of fax pages uploaded in the broadcast campaign multiplied by the total fax recipients attempted. Wallet Funds will be withheld for the total fax broadcast calculated cost. Any fax attempts whereby the final status result is a non-chargeable status, will be credited back to the Customers available 'Wallet Funds' balance. [View Fax Send Status codes](#) for chargeable statuses. The Customer is responsible for ensuring their contact list contains the correct fax numbers.

5.10 All SMS messages sent via Notifyre are charged per attempted send of each SMS message part. [View SMS Send Status codes](#) for chargeable statuses.

5.10.1 A maximum message size of 160 characters applies. If a longer message (multi-part message) is sent, each message has a maximum of 153 characters due to seven characters being needed to facilitate re-joining of the message on delivery. Longer SMS messages may be split into two or more parts that may be reassembled into a single message on delivery (or may be delivered as a series of separate SMS on some devices).

5.10.2 SMS campaigns, unless otherwise negotiated, are charged upfront, based on the total number of SMS uploaded in the broadcast campaign multiplied by the total mobile recipients attempted. 'Wallet Funds' will be withheld for the total SMS campaign calculated cost. Any SMS attempts whereby the final status result is a non-chargeable status, will be credited back to the Customers available 'Wallet Funds' balance. [View SMS Send Status codes](#) for chargeable statuses. The Customer is responsible for ensuring their contact list contains the correct SMS numbers.

5.10.3 To support the Customer in compliance with sanctioned A2P 10 Digit Long Code (10DLC) text messaging, Notifyre provides the Customer with access to The Campaign Registry (TCR) facility.

5.10.3.1 The Customer is required to submit their brand and campaigns for approval via the Notifyre Dashboard.

5.10.3.2 Notifyre will not accept any liability for the outcome of the TCP's review or use of the 10-digit long code.

5.10.3.3 Additional charges apply to use the TCR facility. [See SMS pricing](#) for TCP charges.



5.10.3.4 The Customer is not entitled to any refund for TCR related charges. See [Section 12. Refund Policy](#).

5.10.4 Notifyre Virtual Numbers include unlimited inbound replies. Fair Use Policy applies.

5.11 Notifyre Virtual SMS Number Services- In accordance with these Terms and Conditions, if the Notifyre Virtual SMS Number service is purchased, Notifyre will provide the Services to the Customer by providing a dedicated virtual SMS number for the purpose of receiving SMS messages to the virtual mobile number and additionally allowing the Customer to use this mobile number as its SMS Sender Identification for any SMS messages sent. SMS messages received to the Virtual SMS Number service will be processed and forwarded to Customer's designated email address and may be available online to access within the Notifyre secure Dashboard and App.

5.12 Notifyre Fax Receive Fax Service – In accordance with these Terms and Conditions, if a Notifyre Receive service is purchased, Notifyre will provide the Services to the Customer by enabling the Customer to receive fax messages into its designated email address(es) via the Notifyre secure Dashboard, the Notifyre app, the Notifyre API, or other approved custom integrations using the virtual fax number assigned by Notifyre or ported to Notifyre.

5.13 The Notifyre Fax Receive Service does not include an option to redirect or forward calls received on any Notifyre Fax Receive Number to another Notifyre Fax Receive number or a number hosted externally to Notifyre.

5.14 Notifyre Fax Receive is a monthly subscription-based service. Additional charges apply to incoming fax pages received over the allocated monthly quota. See Notifyre Fax Plan pricing for details. For additional details on payments, see [Section 11. Financial Terms](#).

5.15 Fax messages received for the Customer via the Notifyre Fax Receive service will be forwarded to the Customer as a PDF or TIFF file attachment to the email address(es) provided, unless retrieved via an alternative method, as listed in Section 5.1 above.

5.16 The Notifyre Receive service includes the following fax number options:

5.16.1 You may choose from a pool of readily available fax numbers. If requested, numbers may be ported away at the termination of service, however, a porting fee may apply.

5.16.2 You may be able to port-in existing fax numbers from other providers to a Notifyre Receive Fax service, also known as portability. Portability is subject to carrier types, geographic location, and number restrictions. See [Section 10. Number Portability](#) below for terms.

5.16.3 Porting away of a fax number from Notifyre is subject to the type of number hosted on Notifyre. Custom ordered fax numbers or numbers that were originally ported in can be ported away. Notifyre numbers part of a Notifyre number range are unable to be ported away.

5.17 Notifyre reserves the right to change plans, services, and pricing at any time.

5.18 From time to time, Notifyre may offer a free trial of send and/or receive services. The following terms apply:

5.18.1 Details and inclusions of the free trial will be advertised online.

5.18.2 On request of a trial account, the Customer agrees to these Terms and Conditions as set out above and below, however, there is no obligation to purchase any services.

5.18.3 A free trial is available for a potential customer to legitimately trial Notifyre services. Notifyre reserves the right to cancel a free trial with or without reason.

5.18.4 In the event a Notifyre trial account is created, Notifyre may issue a fax number available. Trial fax numbers are non-portable numbers. If the Customer activates a paid Receive Plan, they have the option to choose their preferred fax number, order a new number, or potentially port in a number (see Notifyre website for details).

5.19 From time to time, Notifyre may offer beta program offering software or services released for beta testing. By accessing the beta program, the Customer agrees to the following Beta Terms, in addition to these standard Terms and Conditions.

5.20 From time to time, Notifyre may offer promotional offers in the form of a discount or promo code. Notifyre reserve the right to change, or revoke offers at any time. Any applicable Promotion Offer Terms and Conditions operate in conjunction with Notifyre's standard Terms and Conditions.

## 6. Service Delivery Time

6.1 Once the Customer registers a Notifyre account and the account has been verified; and where relevant, the payment is successfully processed; Notifyre will provision the relevant service/s within our standard service provisioning time frames. See Notifyre Service Level Agreement for details.

6.1.1 Notifyre SMS and Fax Send Services – the Notifyre SMS and Fax Send services will be available when sufficient funds are available in the Customer's Notifyre Wallet.

6.1.2 (b) Notifyre SMS and Fax Schedule Service – the Customer may submit a SMS or fax for sending with the ability to 'Schedule' the sending at a nominated time. Notifyre will attempt to process the SMS or fax where sufficient 'Wallet Funds' are available.



6.1.3 (c) Notifyre Fax Receive Services – the customer may choose an available Notifyre fax number under a fax plan. This number will be available for use automatically and immediately after payment is successful.

6.2 Notifyre Fax Receive Service with Number Portability – [see Notifyre Fax Porting Service](#) for eligibility and pricing. View [Section 10. Number Portability](#) for delivery times and additional details.

## 7. Support Services

7.1 Notifyre will provide Support Services during usual business hours between 9:00am and 5:30pm EST on US Business Days. See Notifyre Service Level Agreement for details of Support Services.

7.2 Support Services will be provided via website, email, and telephone.

7.3 Free Support Services are limited to “How To” questions on product usage. Fees may be assessed for other Support Services. At all times, the Customer will be notified prior to any fees being charged to the Customer.

7.4 When it is reasonably practicable under the circumstances, Notifyre will provide the Customer prior notice of any scheduled or unscheduled system maintenance, the time of its commencement, and likely duration. Services may be inaccessible for reasons of systems maintenance, improvement, or upgrading.

7.5 In the event of any service outage, Notifyre will restore the Services as soon as is reasonably practicable.

## 8. Ownership of Fax Numbers

8.1 The fax number(s) issued by Notifyre for the Notifyre Receive Service are owned by Notifyre and/or its related entities.

8.2 If the Customer requests to cancel their Notifyre Receive Service and port away the fax number, only those custom ordered fax numbers and fax numbers which were originally ported to Notifyre can be ported away (transferred out). Limitations may apply where porting is restricted based on geographic area or other restrictions. See [Section 10. Number Portability](#).

8.3 Upon cancellation of a Notifyre Receive service, all fax numbers, except those which are requested and available to be ported away (see Section 8.2 above), will remain the property of Notifyre.

8.4 In the event that the Customer requests to cancel their Notifyre Fax Receive service associated with a ported-in fax number and does not wish to port away the fax number, Notifyre may keep this number for future release to other customers, subject to Section 8.5 below.

8.5 On fax number cancellation, Notifyre fax numbers will remain in quarantine for a minimum period of forty-five (45) days before being released to the public for reassignment to another customer. Notifyre accepts no responsibility or liability (including consequential or special damages) for any damages caused by a number re-assignment. The Customer hereby waives any claims in relation to any number reassignment.

8.6 If the Customer requires a cancelled fax number to be reinstated, such fax number may be reinstated only if it is still available. A reinstatement fee per fax number per reinstatement applies, see additional fees for details.

## 9. Fax Receive Service Quota

9.1 See Notifyre [Receive Fax Plan Pricing](#) for current plans and allocated fax receive page's quota.

9.2 The allocated number of included fax pages that can be received is per Receiving Fax Plan subscription.

9.3 Any unused monthly receive page quota does not accrue or carry forward across the subscription billing period, e.g., subscription month to month, nor does it carry over to other fax number services under separate Receiving Fax Plan subscriptions under the same account. Where additional fax numbers are under an active Receiving Plan subscription, the fax receive page quota is shared across all numbers under the designated plan.

9.4 If the Receiving Fax plan exceeds the allocated quota for the receipt of fax pages within a subscription month, the additional per fax page rates as per the Notifyre Receive Fax Pricing will apply. See [Section 11. Financial Terms](#), for how these additional page charges apply.

9.5 Where the Customer receives more fax pages than included in their Receive Fax Plan during their subscription period, any additional overage of received fax pages is charged at the applicable 'Overage' per received fax page rate. See [pricing for details](#).

## 10. Number Portability

10.1 On completion of a fax or SMS number porting order and Letter of Authorization (LOA), the Customer is agreeing to all Notifyre terms and conditions, and this will constitute a binding order by the Customer to request the service/s detailed in the porting order (the "Service/s").

10.2 The Customer acknowledges that they are authorized to make this request for the porting order of the specified SMS or fax number/s. Notifyre will not be held liable

for any damages arising from false or fraudulent representation of number ownership.

### 10.3 Port In Service

10.3.1 The Customer authorizes for specified fax number/s to be ported to our carrier, for the purpose of receiving fax messages electronically, including online and via email, or otherwise as available from the Services listed under [Section 5. Services](#).

10.3.2 Porting In of a fax number to Notifyre is subject to the Customer's existing fax number carrier and configuration, the acceptance of Notifyre's Terms and Conditions and a signed and returned Letter of Authorization.

10.3.3 By porting a SMS or fax number/s to Notifyre, the ownership of the number/s will remain with The Customer, until such time that The Customer wishes to cancel the number service. Notifyre will administer the number and associated services on your behalf.

10.3.4 The Customer understands that to port SMS or fax number/s to Notifyre, it must have an active and paid Notifyre Receiving Plan and applicable Porting fees paid in full.

10.3.5 The Customer understands that the service/line with their existing carrier or provider will be terminated upon successful porting of the fax number/s to Notifyre. The Customer understands it is also their responsibility to maintain any other services on the account with the existing provider. It is the Customer's responsibility to check any charges with their existing carrier upon completion of the porting process.

10.3.6 The Customer understands that fax number/s should not be ported if they have additional services connected to the fax line, including but not limited to ADSL/Internet, split phone/fax, EFTPOS, line hunt, duet etc.

10.3.7 The Customer understands that if they successfully port a fax number/s, where other services are connected to the fax number/line that this will result in a failure of the other service/s to operate. Notifyre hold no responsibility for the downtime of other services as a result of a number being ported.

10.3.8 The Customer verifies that the information provided in the Porting Order to the extent it relates to the Customer and SMS or fax number details are true and correct.

10.3.9 The Customer accepts liability for an incorrect fax number being provided for porting. In the event it is identified that an illegal port-in has occurred an emergency port away must occur. The Customer is liable for the port away emergency return fees applicable per number.

10.3.10 The Customer understands that they must provide an associated physical address for all SMS and fax numbers. PO Box addresses cannot be accepted for the

purpose of porting.

10.3.11 The Customer understands that a SMS or fax number port request may be rejected by your or our carrier, for reasons outside of Notifyre's control. It is the Customer's responsibility to ensure the 'Account Number' or underlying (connected) account number from their existing carrier is correct.

10.3.12 The Customer acknowledges and agrees that if they do not supply the information Notifyre requests on the Porting Application, Notifyre may not be able to provide the Services to the Customer.

10.3.13 The Customer understands any liaison with the Customer's current supplier, either to identify the number type or for reasons of rejection or otherwise, must be performed by the Customer directly. Due to privacy reasons, Notifyre will not be permitted to liaise with the Customers carrier on their behalf.

#### 10.4 Port Charges

10.4.1 Porting fees and charges may apply including but not limited to port-in, porting rejection, porting withdrawal, or port-out request charges.

10.4.2 Notifyre will charge a porting cancellation fee if a submitted porting request is cancelled. The fee charged depends on the time of the cancellation. (a) Cancellation requested after the order has been submitted to our carrier but before the planned/scheduled porting date: cancellation fee is 100% of the porting fees. (b) Cancellation requested on the planned porting date: cancellation fee is 150% of the porting fees. (c) In all other cases, the cancellation fee is 50% of the porting fees.

10.4.3 The Customer understands that their existing telecommunications carrier may have charges for porting out their fax number and/or contract terms for the fax number, and it is the Customer's responsibility to determine this prior to entering into this agreement with Notifyre. Notifyre accepts no responsibility for any fees and charges by the Customers' existing carrier.

#### 10.5 Porting Service Delivery Time

10.5.1 On receipt of a completed and correct Porting Order, Notifyre will commence the number porting lodgment. The Customer understands the following port times may apply:

- 'Simple' porting may take 1-2 business days to be finalized
- 'Standard' port may take up to 7-8 business days to be finalized.
- 'Project' ports may take up to 3-4 weeks to be finalized.
- 'Complex' port time varies based on the order.

The time frames may vary from carrier to carrier and/or based on the number type, configuration, or its associated numbers.

10.5.2 Notifyre and its carrier will use its reasonable endeavors to connect the Services by the advised date but does not warrant that the Services will be fully connected and operational by that date. Notifyre and its carrier are not liable for any loss or damage the Customer may sustain as a result of delayed connection or porting completion.

10.5.3 The Customer understands that number connectivity issues may arise as a result of number porting. Notifyre accepts no responsibility or liability for carrier-to-carrier connectivity issues, including but not limited to number routing, number tables and call mapping across carriers.

10.5.4 The Customer acknowledges that while Notifyre and its carrier will use its reasonable endeavors to supply the Services, for reasons beyond Notifyre's control or due to unforeseen circumstances (including, but not limited to, force majeure, available capacity, geographic and technical capability or other technical issues), the Customer may not be able to obtain the Services. If this becomes apparent during the porting process, our carrier may cancel all or part of this porting application. Notifyre will not be liable for any loss or damage the Customer may sustain as a result.

10.5.5 Should a porting order get rejected by our carrier, Notifyre will advise by email to the person who submitted the order. You have five (5) business days from the date of rejection to liaise with the releasing carrier and provide updated details to Notifyre to resubmit the porting order. If the resubmission of the porting order gets rejected again, the order will be withdrawn. You may submit a new porting request.

## 10.6 Porting Away Service

10.6.1 If the Customer requires the SMS or fax number/s to be ported away from Notifyre to another carrier, the Customer must initiate this request with the carrier to who they wish to transfer the number/s.

10.6.2 When a fax number/s is requested to be ported away, management of the porting away including overall time for the port away process is the responsibility of the gaining carrier.

10.6.3 Upon receipt of a porting away request via our carrier, Notifyre will act and respond in a timely manner.

10.6.4 If the Customer ports away a fax number/s, it is the responsibility of the Customer to cancel any applicable Notifyre plans connected to the fax number/s. Failure to do so will result in ongoing subscription charges. All charges are non-refundable.

10.6.5 In the event the Customer wants to port away a number hosted with Notifyre, a port away fee applies per number. Contact Notifyre support for further assistance.

## 11. Financial Terms

11.1 You may be charged sales tax or other taxes on the Services provided as required by federal, state, local or international tax jurisdictions. This will be automatically calculated and displayed for all purchases online or within your tax invoice.

11.2 Pricing may change at any time without any prior notice. Any changes to pricing will occur on future charges, not retrospectively. Any pricing changes will be posted online.

11.3 Notifyre 'Wallet Funds' can be added to a Notifyre account securely online 24/7 using a credit card. A minimum value of \$10.00 USD excluding tax applies to each wallet funds transaction.

11.4 Where the Customer receives more fax pages than included in their Receive Fax Plan during their subscription period, the Customer must ensure sufficient Wallet Funds are available. All additional fax pages received to the Customer's account, will be charged at the overage rate applicable to the Customers fax number plan.

11.5 Where the Customer does not have wallet funds available for Notifyre to auto deduct overage charges, the Customer will be unable to view received faxes if payments fail after 10 days. To ensure service disruption is minimized, Notifyre recommends the Customer account has available Wallet Funds to ensure incoming faxes continue to be received.

11.6 The following financial terms are applicable to the Notifyre Receive services:

11.7 Monthly Billing (Credit Card Only): Notifyre Plans are paid in advance using the nominated credit card on the Customer's account. Payments are processed on a monthly anniversary date based on the original date of purchase. Every fax number service added thereafter will have a pro-rata charge for the remainder of the first billing period, then be billed on an anniversary months basis on the same billing date as the first receive plan added. Received fax page excess usage over the included subscription period quota will be charged against the balance in the Customer's Wallet.

11.8 Failure to process automatic online credit card payments for Notifyre subscription-based plans and associated charges, such as Receive Plans, may result in penalty fees after the second failed attempt to successfully process payment. Failure to pay any outstanding service fees within ten (10) days will result in service deactivation and/or cancellation.

11.9 If a Notifyre SMS or fax number service is cancelled by any means through request by Customer, failure to make payment, or otherwise, Notifyre does not guarantee that the same fax number will be available for reactivation, nor does it guarantee it will continue collecting any SMS or faxes sent to the cancelled service number. See [Section 8. Ownership of Fax Numbers](#).



11.10 Notifyre accepts credit card payment for services provided. Credit card payments are accepted using Visa, MasterCard, and American Express. All online transactions are processed via a secure site. When credit card and other payment details are provided over the telephone, Notifyre abides by strict procedures for processing and updating payments. Notifyre will at no time ask the Customer to provide credit card details via email.

11.11 Chargebacks: Incorrectly initiated chargebacks by the customer will incur an administration fee per chargeback. See additional fees for details. This fee applies to chargeback claims initiated by the customer which are incorrectly requested by the customer for goods or services provided by Notifyre. The customer must pay for the goods or services previously provided plus the above administration fee. This applies but is not limited to instances where the customer requires a refund for an overcharge or any other billing dispute but fails to raise this with Notifyre and initiates a chargeback.

11.12 Billing disputes: If there is an omission or error in relation to a charge on an invoice, the Customer may, within 3 calendar months of the invoice date, dispute the invoice by giving written notice of a billing dispute to the Notifyre Support team. The Customer may not dispute an invoice based on a claim that the invoiced services included fraudulent messages.

## 12. Refund Policy

12.1 All funds deposited to the Customer's account are for the purchase of Notifyre Funds which is stored in the Notifyre Wallet and can be used as credit toward Services. Notifyre does not refund any funds whether used or unused.

12.2 No refund will apply to any prepaid receive fax or SMS plans including any initial setup fee, previous or current months' plan subscription.

12.3 The included 'Receive Pages' under Notifyre Receiving Fax Plans have no cash value. As per Item 9.3 any unused monthly receive page quota does not accrue or carry forward across the subscription billing period. The Customer will not be entitled to any cash refund in the event any unused Receiving Pages remain in your account upon termination/cancellation of the plan or closure of your account.

12.4 If the Auto Top Up feature is activated on a Notifyre account, no refunds will apply. This feature can be turned off at any time and is the responsibility of the Customer to manage.

12.5 A refund for overpayment of an invoice will not be made if there are other outstanding invoices on the Customer's account.

## 13. Customer Responsibilities and Message Recovery

13.1 The Customer agrees not to use the Service for any other purpose than that for which it is intended.

13.2 The Customer warrants that the content of their sent messages will not infringe the copyright or other intellectual property rights of another person. The Customer must not disseminate through the services any content that is:

13.2.1 abusive, harassing, or obscene;

13.2.2 unsolicited;

13.2.3 illegal;

13.2.4 harmful code; or

13.2.5 defamatory or offensive.

13.3 The Customer is responsible for ensuring that all messages are compliant with relevant legislation applicable to the message types and/or location or country of the recipient. The Customer is to exempt Notifyre from third party claims for compensation for damages should the sending of a fax or SMS message be unauthorized.

13.4 If the Customer is sending 'marketing faxes' within the United States that they are compliant with the Telephone Consumer Protection Act ("TCPA") and the Junk Fax Prevention Act ("JFPA").

13.5 The Customer is responsible to adhere to the rules and regulations under the TCPA and JFPA. The Customer must ensure it discloses all required information on the marketing fax document, including but not limited to, a mechanism to opt out of receiving further faxes.

13.6 Notifyre is not obligated to check the Customer's Contact lists to confirm that all the SMS or fax contact records comply with the regulation in Section 13.4 above. The Customer is also responsible for ensuring their contact list contains the correct SMS and/or fax numbers.

13.7 When using the Notifyre Fax Broadcasting service, the Customer is responsible for removing any 'opt out fax numbers' and maintaining a list that is compliant with the TCPA and JFPA.

13.8 Notifyre may suspend access to the Service for a particular period or may terminate these Terms and Conditions immediately upon giving notice if the Customer uses the Service:

13.8.1 unlawfully;

13.8.2 in contravention of relevant laws, rules, or regulations; or

13.8.3 which breaches Section 13.2 above.

13.9 The Customer agrees that it is responsible for activating and/or implementing the appropriate security measures and settings for the secure sending or receiving of SMS and fax messages via Notifyre. Notifyre makes available a range of features to enhance account and transmission security. Notifyre recommends the Customer review these features and activate as required. Contact Support for assistance.

13.9.1 The Customer agrees that the Customer is solely responsible for implementing the Customer's own procedures to satisfy its own requirements for accuracy of data input, output, and content, including the performance of necessary testing before sending messages.

13.9.2 The Customer agrees that when using the Notifyre Fax Broadcasting service, the Customer is solely responsible for checking all details prior to sending.

13.9.3 When using Notifyre's Contact Groups feature, the Customer is responsible for managing the deduplication of contact records prior to importing contacts and when managing contacts online. Notifyre accepts no responsibility for SMS or fax duplication and any inadvertent 'Wallet Funds' usage.

13.9.4 Notifyre will display fax and SMS message content history within the Customer's secure online account for the period outlined in the Notifyre Service Specifications. After such time, this data may no longer be available or retrievable. See [Section 17. Confidentiality, Data and Privacy](#).

13.9.5 The Customer agrees that it is solely responsible for implementing its own procedures to satisfy its own requirements for accuracy of information management, archiving, and backup of messages sent and received via Notifyre. If the Customer fails to manage the information, Notifyre does not guarantee that the lost information can be recovered.

13.9.6 If the Customer requires the recovery of information, including but not limited to, already emailed fax messages to the Customer, if the information is recoverable, fees and charges will apply. Contact Notifyre for relevant quotes.

13.9.7 It is the responsibility of the Customer to safeguard its login details, user credentials, account access including Notifyre API Token access, email identity, and any Notifyre 'Allowed Senders' added to the Customer's account.

13.9.8 Where API tokens are used for accessing Notifyre services, they should be treated like any username or password and securely stored. It is the Customer's responsibility to ensure the safe handling of all tokens used on its account.

13.9.9 Wildcard domains: It is the Customer's responsibility to ensure that no unauthorized person or entity can send from any individual address or wildcard domain. Notifyre will not be responsible for any liability including privacy breaches due to use of Allowed Sender email addresses or wildcard domains that are incorrect, shared, or otherwise outside the Notifyre account holder's control. Wildcard domains should only be configured where the Customer is certain that

everyone with access to that domain for email sending is authorized to send faxes/SMS via the Customer's account using Notifyre. The Customer is unable to apply a public email domain as a wildcard.

13.9.10 Notifyre accepts no responsibility for fraudulent access to the Customer's Notifyre account. We make available additional security features such as two-factor authentication, and recommend such features be activated on the Customer's account.

## **14. Exclusion; Limitations of Liability; Governing Law; Jurisdiction**

14.1 The Customer agrees to defend, indemnify, and hold harmless Notifyre, its members, managers, officers, employees, representatives, and agents, from and against any action, claim, loss, damage, cost, expense (including reasonable legal fees), or other liability arising out of or otherwise in connection with (a) the provision or misuse of the Service, including but not limited to, any unauthorized sending of fax or SMS messages; or (b) a breach of any representations or warranties by Customer in these Terms and Conditions, or (c) any infringement of intellectual property or other rights of any third parties, or (d) any violation of any laws or regulations- including but not limited to any violation of any laws or regulations prohibiting transmission of unsolicited fax advertisements.

14.2 The Customer acknowledges that Notifyre has not made any representations or warranties that are not expressly contained in Notifyre's Terms and Conditions.

14.3 The Customer may not rely upon any statement or representation made by Notifyre or on Notifyre's behalf that is not expressly contained in these Terms and Conditions.

14.4 The Customer acknowledges that the services are provided on an "as is" and "as available" basis, without any warranty of any nature. The Customer will use all services at their own risk. Notifyre expressly disclaims any and all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.

14.5 Notifyre's entire and cumulative liability to customer, or any other party, for any loss or damages resulting from any claims, demands, or actions arising out of or relating to these terms and conditions shall not exceed an amount equal to \$1,000.00. Without limiting and notwithstanding the foregoing, in no event shall Notifyre be liable to customer for any loss of business or anticipatory profits or any indirect, special, incidental, general, exemplary or consequential damages, including lost profits, even if foreseeable or if Notifyre has been advised of the possibility of such loss, damage, or expense. Without limiting the foregoing, customer acknowledges and agrees that Notifyre does not and cannot control the

flow of data to or from any phone line or any portion of the internet. Such flow depends in large part on the performance of telecommunication or internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt customer's or other third parties' connections to a phone line or the internet, or portions of the internet. Although Notifyre will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Notifyre cannot guarantee that such events will not occur. Accordingly, Notifyre disclaims any and all liability resulting from or related to such events.

14.6 These Terms and Conditions are governed by and construed according to the laws within the State of Utah.

14.7 The place of jurisdiction shall be the court having jurisdiction where Notifyre has its main office. If one of the above points should be ineffective, the remaining points shall retain their validity.

14.8 Any additional contracts, agreements, or letters of authorization operate in conjunction with the overall Terms and Conditions.

## 15. Third Party Integrations

15.1 When the Customer accesses Notifyre via a third-party product, service, or integration ("Third-Party Product"), it does so at its own risk. Any use of a Third-Party Product is subject solely to the terms and conditions governing such Third-Party Product, and the Customer shall materially comply with such terms and conditions. Any contract entered into, or any transaction completed via any Third-Party Product, is between the Customer and the relevant third party, and not with Notifyre.

15.2 Notifyre makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such Third-Party Product, integration, or any contract entered into and any transactions completed by the Customer with any such third party.

15.3 The Customer acknowledges that use of a Third-Party Product may involve the exchange of Customer data between Notifyre and the Third-Party Product. The Customer acknowledges and agrees that, if the Customer installs or enables a Third-Party Product, the Customer grants Notifyre permission to allow the provider of such Third-Party Product to access Customer data solely to the extent required for the interoperation of the Third-Party Product with Notifyre or as the Customer may otherwise authorize or direct.

15.4 Without limiting the generality of the foregoing, if the Customer subscribes in an Order Form to any Third-Party Product, Customer is expressly agreeing to be bound by the terms and conditions applicable to such Third-Party Product.

15.5 The Customer is responsible for ensuring the safe handling of API tokens or other Notifyre account information in the event that the Customer is engaged with a third-party. Notifyre will accept no responsibility for any loss or damages caused.

## 16. App and Software Use

16.1 The Notifyre progressive web application (the “App”) allows users with an existing Notifyre account and active paid services to use the App for sending or receiving fax and SMS messages.

16.2 As per Section 14.4, the Customer understands that it is using the App on an ‘as is’ basis. The Customer is responsible for assessing its suitability for use in line with its business, industry, and legal requirements.

16.3 The App will require access to photos or files to attach fax files for sending. Notifyre will only access photos and files for the specific purpose of attaching and sending fax messages submitted by the Customer.

16.4 Updates will be automatically published from time to time to enhance and improve Customer’s access to Services. At its discretion, Notifyre will endeavor to communicate all major updates to the App.

16.5 Notifyre will use reasonable efforts to have the App approved by the Apple® and Google Play® app stores. However, the Customer will not be entitled to a refund of any fees or subscriptions incurred should the App not be available in any such app store.

16.6 Notifyre or any related entity or party of Notifyre will not under any circumstances accept liability for any damages or losses occurring be they direct, indirect, incidental, identifiable, special, or consequential arising from not being able to use or fully use the App or arising from any mistake, omission, interruption, deletion to or loss of data, or virus or howsoever occurring which affects the performance or availability of the App or being able to transact via the App.

16.7 The Customer must ensure its own security measures are implemented to secure access and/or use of the App and associated SMS or fax service available to access via the App.

16.8 The Customer will be responsible for all funds used via the App. See standard [SMS/fax Pricing](#) for message charge calculations.

## 17. Confidentiality, Data and Privacy



17.1 Notifyre shall neither disclose to third parties nor use for any purpose other than for the proper fulfillment of the purpose of these Terms and Conditions any information or content received from the Customer in whatever form under or in connection with these Terms and Conditions without the prior written permission of the Customer.

17.2 The above-mentioned limitations shall not apply to information which:

17.2.1 was in the possession of Notifyre prior to disclosure hereunder as proven by the written records of Notifyre;

17.2.2 was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained;

17.2.3 was disclosed by a third party without breach of any obligation of confidentiality owed to the Customer; or

17.2.4 was independently developed by personnel of Notifyre.

17.3 Notifyre will not sell the Content or information of the Customer to any person.

17.4 Notifyre will ensure all personal Customer information, account data, and credit card details are maintained in a secure location.

17.5 All information will be kept confidential to the best of our ability; however, due to the nature of online communication, we cannot guarantee the security of transmissions which occur beyond our security control limitations. Personal information is not shared to third parties for marketing or trading purposes and will only be provided to internal companies associated with Notifyre on a need-to-know basis.

17.6 Notifyre will store all information required for message processing for at least the period reasonably necessary to fulfil the purposes outlined in these Terms unless a longer retention period is required or permitted by law.

17.7 Notifyre will store fax and SMS message content for the specified period as per Notifyre Service Specifications or unless otherwise selected by the Customer. The Customer acknowledges that after such time, this data may not be available or retrievable. Notifyre accepts no liability or responsibility whatsoever for any failure or malfunction of content retention, whether or not such failure prevents you from utilizing the feature, including but not limited to the storage or deletion of any faxes. See [Section 13. Customer Responsibilities](#).

17.8 See Notifyre's [Privacy Policy](#) for full details.

You may obtain a copy of our current terms and conditions by downloading a copy or by contacting us.

## 18. Legal Notices

18.1 California Consumer Notice: If applicable, under California Civil Code Section 1789.3, California customers are entitled to the following consumer rights notice: Services are provided by Notifyre LLC, 299 S. Main St Suite 1300 PMB 93444, Salt Lake City, UT 84111, USA.

The current rates and pricing for using the Services may be obtained on the Notifyre website or by calling Notifyre. Notifyre reserves the right to change fees, surcharges, and monthly subscription costs or to introduce new fees at any time.

If the Customer has a question or complaint regarding the Service, please contact us at [support@notifyre.com](mailto:support@notifyre.com). You may also contact Notifyre in writing by post to Notifyre LLC, 299 S. Main St Suite 1300 PMB 93444, Salt Lake City, UT 84111, USA.

If applicable, California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (800) 952-5210 or Hearing Impaired at 711, or 1-800-735-2929 (TTY).

## 19. Contact Us

If the Customer has any questions about these Terms or otherwise needs to contact Notifyre for any reason, please email [support@notifyre.com](mailto:support@notifyre.com).