

These Terms and Conditions have been substantively updated to take into consideration changes in legislation and regulations applicable to our business and the various regions globally to which we provide services.

1. Introduction

These terms and conditions govern the legal relationship between BOOMCAST and its Users and incorporate the provisions of the [BOOMCAST Privacy Policy](#).

TAKE NOTE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS THAT DISCLAIM, LIMIT AND EXCLUDE THE LIABILITY OF BOOMCAST TO YOU AND THAT INDEMNIFY BOOMCAST AGAINST CLAIMS AND DAMAGES THAT IT MAY SUFFER AS A RESULT OF YOUR CONDUCT.

Please read these terms and conditions carefully.

2. Interpretation

1. The words and phrases listed below shall bear the following meanings in these terms and conditions, unless the context clearly indicates otherwise:

“**BOOMCAST**” means the BOOMCAST legal entity responsible for providing the Services to you in your territory, the BOOMCAST legal entity with whom you contract for the provision of the Services in your territory.

“**End user**” or “**recipient**” means any person, including both natural and juristic entities who receives or is intended to receive any message sent by a User using the Services;

“**Network Operator**” means any party licensed to install, operate and maintain a cellular telephony network;

“**Services**” shall mean and include all products and services offered or provided to Users by BOOMCAST including the software and applications referred to in paragraph 15.

“**SMS**” means a short message service provided by means of a text or data message to the cellular handset either on request of the handset User or via a pre-configured batch process;

“**User**” shall mean any natural or legal person who makes use of any of the Services or who uses or visits the Website; and

“**Website**” shall mean all websites published by BOOMCAST entity including BOOMCAST.io and shall include any page or part thereof

Any reference in these standard terms to the singular includes the plural and vice versa, any reference to persons includes both natural and juristic persons and any reference to a gender includes the other gender.

2. Any clause headings inserted into these terms and conditions have been inserted for convenience only and shall not be considered in interpreting the terms and conditions.
3. Words and expressions defined in any other part of these terms and conditions shall, for the purposes of that part, bear the meaning assigned to such words and expressions in that part.
4. To the extent that any provision of this Agreement conflicts with any law, then to the limited extent of such conflict, such provision shall be severed from this Agreement without affecting the enforceability of the remainder of its terms.

3. Agreement

1. Persons using the Website or the Services for any reason whatsoever bind themselves and agree to these terms and conditions.
2. Should a User not agree to all the terms and conditions of this agreement or be unable to comply with these terms and conditions, the User should immediately cease using the Website and/or terminate the registration process.
3. You may not use the Website or the Services if you are not of a legal age to form a binding contract with BOOMCAST.
4. Users agree that all terms and conditions herewith published shall be binding on the User and that should there be a contradiction between these general terms and conditions and any other product-specific or service-specific terms and conditions, the product-specific or service-specific terms and conditions shall prevail to the limited extent of such conflict.
5. BOOMCAST reserves the right to refuse to accept and/or execute an order or request to do business or to render any Services without giving any reasons therefor. BOOMCAST also reserves the right to cancel orders in whole or in part in BOOMCAST's sole and absolute discretion.

4. Changes and Amendments

1. BOOMCAST expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in these terms and conditions or any information on the Website without prior notice and to update prices and rates quoted on its Website from time to time.
2. Users undertake to check the Website frequently and to acquaint themselves with the changes and/or amendments in the information supplied on the Website and, in this regard, Users undertake to check, at a minimum, these terms and conditions for any alteration thereto, including in respect of the prices and nature of any Services, prior to the conclusion of each new credit purchase or service order in respect of the Services governed by these terms and conditions. Users should regularly verify which networks are covered by the Services. Changes may occur as to which networks are covered from time to time.

5. The Services

1. BOOMCAST shall make all reasonable endeavors to ensure uninterrupted and continued use of the Services, however the delivery of SMS messages is largely dependent on the effective functioning of Network Operators' cellular networks, network coverage and the SMS recipient's mobile handset. BOOMCAST does not and cannot guarantee the availability of any Service, the delivery of SMS messages or the compatibility between any message or content format and any mobile handsets or mobile operating systems.
2. Network Operators may modify, enhance, develop or discontinue components of their services at any time without prior notice, in which event BOOMCAST shall be entitled to modify, enhance, develop or discontinue affected Services to Users without notice.
3. BOOMCAST shall use its reasonable endeavors to provide the User with notice of any modification, suspension or termination of its Services and shall endeavor to minimize the duration of any suspension thereof in so far as this is reasonably practicable.
4. Messages shall be deemed to have been delivered when BOOMCAST has sent the messages to the immediate destination that it is requested to send to, including, but not limited to, mobile telephone networks or other servers.
5. BOOMCAST shall have the right to withhold, terminate or suspend the provision of Services to the User at any time. Where this Agreement or the provision of any Service is terminated by BOOMCAST for any reason other than breach by the User or discontinuance of a Service by a Network Operator, BOOMCAST shall refund all amount already paid in advance by the User for any unused terminated Service.
6. Ordinary mobile terminated messaging services may be terminated by the User at any time. Incoming numbers, including long numbers and premium rated numbers must be leased for a minimum initial period of three months and thereafter one further months' notice must be given by the User to terminate the lease of any long numbers.

6. Acceptable Usage

1. Users acknowledge and understand that BOOMCAST acts as a conduit for the provision of information and content. Users acknowledge that BOOMCAST shall not be responsible or liable for any content transmitted and that full responsibility for content shall rest on the User. Users shall observe all relevant legislation and regulations applicable in their jurisdiction and in the jurisdiction of all persons to whom they cause messages to be delivered. It shall be the sole responsibility of Users to familiarize themselves with all applicable laws, regulations and codes of conduct to which they may be subject and to ensure compliance therewith. They must abide by law especially political, religious, gender, race etc. issues. Misusing BOOMCAST services for these cases are strictly prohibited.
2. Users shall furthermore ensure that all messages, advertising, information and content produced or generated by a User for transmission or delivery by means of the Services shall comply with all laws and any relevant code of conduct to which BOOMCAST itself subscribes and is bound in all territories where messages are sent by, or received from, the User.
3. Users shall not do, nor omit to do, anything that would result, directly or indirectly, in any breach by BOOMCAST or by the User of any requirement or provision of any applicable legislation,

regulations, code of conduct or network usage policies, failing which BOOMCAST shall be entitled to immediately suspend or terminate the provision of Services to the User and the User shall have no claim of any nature against BOOMCAST (including claims for re-imbusement, refund, compensation or damages). Users hereby indemnify BOOMCAST against any fine imposed on BOOMCAST or any damages suffered by BOOMCAST because of any act or omission of a User that amounts to a breach of any law or code of conduct to which BOOMCAST may be subject. Upon notification of any such fine or damages, Users agree to immediately pay the amount of such fine or damages to BOOMCAST. Any amount not paid to BOOMCAST within 24 hours of notification thereof shall accrue interest at the rate of 12% per annum.

4. Users may not use, or knowingly allow others to use, the Services for any purpose that may bring BOOMCAST's name into disrepute, or for any purpose that, in BOOMCAST's sole and absolute discretion, is improper, immoral or undesirable.
5. Users shall not permit, do, nor omit to do, anything which might have the effect of prejudicing or impeding the legitimate activities, interests or goodwill of BOOMCAST nor any Network Operator.
6. Users may not use the Services to send messages without reasonable cause nor for causing annoyance, inconvenience or distress to any person.
7. In the event of any transgression of any applicable law, regulation, code of conduct, or any provision of these terms and conditions, or in the event of any complaint being received by BOOMCAST in relation to a User, then the User hereby acknowledges and agrees that BOOMCAST may in its sole and unfettered discretion remove message recipient contact numbers from the database of a User and/or suspend or terminate Services to a User without prejudice to any other rights that it may have in law or in terms of these terms and conditions.
8. Users acknowledge and agree that all messages sent may be stored and can be audited and reviewed by BOOMCAST or any other person acting on behalf of BOOMCAST at any time to ensure compliance with these terms and conditions and any applicable law, regulations or code of conduct.

7. Registration and Security

1. To register to make use of the Services, a User must complete the registration process and must provide BOOMCAST with up to date, complete and accurate information as requested by BOOMCAST. Failure to provide accurate and complete information on registration may result in termination of the Services. A User may also be required to choose a Username and password. Users are responsible for maintaining the confidentiality of their Usernames and passwords and Users undertake not to divulge their Username and passwords to any other person. A User is entirely responsible for any and all activities that occur under its account and a User shall be strictly liable to make payment of all charges incurred under its account whether or not these charges are incurred by the User or any other person, authorized or unauthorized, intentionally or unintentionally, or as a result of any virus, hack or security breach.

2. Users agree to notify BOOMCAST immediately of any unauthorized use of their account(s) or any other breach of security.
3. It is expressly prohibited for any person, business or entity to gain or attempt to gain unauthorized access to any page on this Website, or to deliver or attempt to deliver any unauthorized, damaging or malicious code to this Website. Any person who delivers or attempts to deliver any unauthorized, damaging or malicious code to this Website or attempts to gain unauthorized access to any page on this Website shall be held criminally liable and in the event, that BOOMCAST should suffer any damage or loss, civil damages will be claimed.
4. If a User wishes to replace a person/employee using a specific BOOMCAST account of the User, and wishes to prevent the individual person from accessing the account, the account holder shall inform BOOMCAST in writing of this change and change all details on the account accordingly. BOOMCAST may refuse to act on the instructions of an account holder where the account holder fails to provide sufficient proof of its identity as the account holder and the authority of the person purporting to represent it in making such a request and BOOMCAST shall have no liability to the account holder or the individual person where it refuses to act in the absence of such proof, nor where it acts in good faith reliance of any information submitted to it in support of any such request made by any person purporting to represent the account holder, including in respect of any claims for breach of privacy, security or confidentiality.
5. If a person wishes to lodge a complaint that a User has used the Services in any manner that infringes on the complainant's rights or the rights of another person, the complainant shall provide BOOMCAST with a written notice setting out:

1. The full names and address of the complainant;
2. The written or electronic signature of the complainant;
3. Identification of the right that has allegedly been infringed or the law or code of conduct alleged to have been infringed;
4. Identification of the material or activity that is claimed to be the subject of unlawful activity;
5. The remedial action required to be taken by the service provider in respect of the complaint;
6. Telephonic and electronic contact details, if any, of the complainant;
7. A statement that the complainant is acting in good faith; and
8. A statement by the complainant that the information in the complaint is to his or her knowledge true and correct and an indemnity by the complainant in favor of BOOMCAST for any misrepresentation of the facts or for wrongful suspension or termination of any Services by BOOMCAST in response to the complaint.

6. Any person who lodges a notification of unlawful activity with a service provider knowing that it materially misrepresents the facts is liable for damages for any wrongful suspension or

deactivation of services. Users acknowledge and agree that BOOMCAST shall not be liable to the User or any other person for damages or other liabilities resulting from wrongful suspension or deactivation of services in response to any such notification.

7. No BOOMCAST account may be transferred from one person to another without the written consent of BOOMCAST. Where BOOMCAST consents thereto, the new person shall be responsible for updating all details on the account accordingly. If the Username is the former person's name or trademark, a new account must be opened.
8. If a User forgets his or her password and/or his or her contact details used for password recovery has changed (e-mail address, mobile number) and he or she requests a password change, mobile number change or e-mail address change, BOOMCAST will call or e-mail the existing contact number or email address on the account. The User agrees that if there is no response or no confirmation of the above request, the User may be required to re-register. The User further agrees that if any person responding to the above contact confirms the request, then the request may be affected and a new password issued to such person and the User agrees that BOOMCAST shall not be liable for any damages or breach of privacy, security or confidentiality resulting therefrom, including but not limited to where unauthorized persons have gained access to the Users email account or telephone.

8. Privacy

1. BOOMCAST will not intercept, monitor, copy or disclose any User messages or personal information about the User or the User's BOOMCAST account, phonebook or MSISDN's, other than in the normal course of the use of the Services, without the User's prior permission unless BOOMCAST believes in good faith that such action is necessary to conform to legal requirements, to co-operate or comply with legal process, investigations, summonses, subpoenas and the like, to protect and defend the rights, property or legally protectable interest of BOOMCAST, the User or other third party, to enforce any of the provisions of these terms and conditions or to protect BOOMCAST's business or reputation. The User agrees that BOOMCAST may access its account and message contents for the purposes described above without notice and in order to respond to service or technical issues and that BOOMCAST may communicate with the User from time to time for purposes including, but not limited to, communicating information regarding any updates, upgrades, notices, or other information.
2. A recipient of a message has the right to know the identity of the sender, and this will be disclosed on request to the recipient.
3. Users agree that BOOMCAST may make use of website visitor and non-identifiable account usage data for statistical and analytical purposes.
4. Users agree that they shall not violate any privacy laws, regulations or applicable codes of conduct relating to the protection of personal information of End Users including but not limited to names, addresses, email addresses, landline and mobile numbers and shall not disclose the personal information of end users to any third party save without the express consent of the End User or where specifically required or permitted by law to do so.

9. Payment and Prices

1. Users are required to purchase credits which shall reduce for each message sent. The number of credits used per individual message depends on the message destination, the messaging route used, and Network Operator charges. The number of credits used per message is subject to change from time to time without prior notice and shall be indicated on the Website. Unless expressly indicated to the contrary in writing, the cost of a credit is inclusive of BOOMCAST database hosting, User support and message handling costs.
2. Cooling-off periods: BOOMCAST shall comply with any cooling off periods prescribed by law subject to any reasonable cancellation fees that may be imposed.
3. Without prejudice to any other right that it may have in law, BOOMCAST shall have the right to suspend or disable the operation of any User account and the provision of services to any User where payment of all charges has not been made in full by the due date, or where BOOMCAST reasonably suspects that payment has been made or effected by fraudulent means.

10. User Warranties and User Obligations

1. Users warrant that:
 1. recipients of any commercial messages have a recent prior commercial relationship with the User and would reasonably expect to receive marketing communications from the originator and/or recipients have either requested the receipt of messages from the User or consented thereto;
 2. they shall comply with all applicable laws, regulations, Network Operator requirements or applicable codes of conduct which may be applicable in their jurisdiction and the jurisdiction of all persons to whom they cause messages to be delivered;
 3. they shall include their own contact details and identifying in their messages to ensure that complaints are directed at them and not at the Network Operator;
 4. they shall not send unlawful, abusive, harassing, threatening or obscene messages to any End User or any other person or persons, including both natural and juristic entities; and
 5. they shall not engage in any fraudulent act by means of or in connection with any of the Services nor in connection with payment therefor.
2. Any subscription service for which an End User is debited or billed on a repeated basis without expressly confirming each individual transaction, individual programme or application administered by a User to an End User must be offered on an "opt-in basis." In addition, each User must also offer a convenient, easy-to-use and conspicuous method for an End User to opt-out from any subscription service, individual programme or application.

11. Breach

1. Where a User breaches any of these terms and conditions, including terms relating to payment of any amount due to BOOMCAST then, without prejudice to any of its legal rights, BOOMCAST shall be entitled to, amongst other things, to cancel its agreement with the User, to suspend or terminate the provision of services to the User, to suspend, disable or terminate the User's

account/s, to sue for specific performance by the User, to claim damages and/or to retain any monies already paid by the User in respect of services not utilized by it as damages resulting from such breach and to set off any claims that BOOMCAST may have against the User from any other amounts due to the User by BOOMCAST.

2. Where a User account is suspended or terminated due to any breach of these terms and conditions, BOOMCAST reserves the right to also suspend or terminate all other accounts registered by, or on behalf of such User, as well as suspend or terminate any account registered by any other person or persons whom BOOMCAST, in its sole and unfettered discretion, believes is affiliated with the User concerned.

12. Limitation of Liability, Warranties and Indemnities

1. **THE USER HEREBY INDEMNIFIES AND HOLDS BOOMCAST HARMLESS AGAINST ANY AND ALL DAMAGES, LIABILITIES, FINES AND RISKS THAT MAY FOLLOW FROM THE TRANSGRESSION OF THESE TERMS AND CONDITIONS.**
2. **BOOMCAST SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS OR LIABILITY OF WHATSOEVER NATURE ARISING FROM THE USE OR INABILITY TO USE THE WEBSITE OR THE SERVICES OR ANY CONTENT PROVIDED FROM AND THROUGH THE WEBSITE.**
3. Furthermore, BOOMCAST makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from the website are free from errors or omissions or that the Services will be 100% uninterrupted and error free.
4. These terms and conditions together with any other contractual documents expressly referenced in these terms and conditions contain all of the terms of agreement between the User and BOOMCAST.
5. The Website and the Services are supplied on an "as is" basis and are not supplied to meet the User's individual requirements. To the fullest extent permitted by law, BOOMCAST disclaims all representations and warranties relating to the Services (whether express, implied and statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose). It is the sole responsibility of the User to satisfy itself prior to entering into this agreement with BOOMCAST that the Services and the Website will meet the User's individual requirements and be compatible with the User's hardware and/or software and message recipient handsets and devices.
6. Users agree to hold BOOMCAST harmless and indemnify BOOMCAST fully against any claim by any third party, including message recipients or End Users, as a result of any system failure, message corruption, interruption or termination of services, unsolicited direct marketing, harassment, emotional disturbance, inappropriate or obscene content, breach of privacy or breach of data security, provided that none of the foregoing result from BOOMCAST's own gross negligence or fraudulent acts or omissions.
7. Users indemnify and hold BOOMCAST harmless against all reasonable damages, awards, penalties or legal costs claimed or imposed by any party as a result of any action, commission or omission by the User that constitutes a breach or contravention of any legislation, regulations, code of conduct or network provider codes or practice or acceptable usage policies.

8. In the event of any litigation between BOOMCAST and the User, the successful party shall be entitled to recover their reasonable legal costs incurred by it in enforcing its rights on an attorney and client scale.
9. Users further indemnify and hold BOOMCAST harmless against any reasonable claims, actions or damages from any party as a result of the fraudulent or unauthorized use of the User's Username and password or loss thereof.
10. Without derogating from the foregoing, in no event shall BOOMCAST be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use or unauthorised use of the Website or the Services, whether such damages arise in contract, delict, under statute, in equity, at law or otherwise.
11. Notwithstanding the foregoing provisions and without derogating therefrom or limiting their application in any way, in the event that a User has a valid claim against BOOMCAST arising from any Services provided under these terms and conditions then the User's claim shall be limited to payment of an amount equal to the amount paid for the Services that are the subject of the claim in the month prior to any such claim arising.

13. General

1. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these terms and conditions is found to be unenforceable or invalid, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

14. Disclosure of Information

1. Main business: SMS Messaging services and solutions.
2. Costs/payment methods. Taxes: The User shall be liable to make payment of any and all value added tax, general sales tax or other taxes applicable to the services in the User's own jurisdiction and at the applicable rates. Unless expressly indicated to the contrary, all advertised or displayed prices are advertised and displayed exclusive of such taxes. Manner of payment: Payment methods include credit card, electronic transfer or cheque deposit, mobile finance where authorized by BOOMCAST.
3. Records of transactions: Records of transactions may be obtained from BOOMCAST on request, or online at the relevant Credit History page.

15. Proprietary Rights

1. All content, trademarks and data on this website, including but not limited to software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to BOOMCAST, and as such, are protected from infringement by domestic and

international legislation and treaties. Subject to the rights afforded to the User herein, all other rights to all intellectual property on this site are expressly reserved.

2. BOOMCAST shall grant a User an individual, personal, non-sublicensable, non-exclusive and non-transferable license ("the License") to use its proprietary software and/or application service, in object code form only, and only in accordance with the applicable User documentation, if any, and only in conjunction with the relevant Services. The User may not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to establish the source code or underlying ideas or algorithms of the software; modify, translate, or create derivative works based on the software/application; copy (except for archival purposes), rent, lease, distribute, assign, or otherwise transfer rights to the software/application; use the software/application for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels with regard to BOOMCAST products and/or services. The User acknowledges that BOOMCAST and its licensors retain ownership of all propriety applications, software, intellectual property and any portions or copies thereof, and all rights therein. Upon termination of the Services for any reason, this License will terminate and the User shall destroy and cease to use all software and applications in its possession. The software is provided and applications are offered "as is" and subject to the Service warranty disclaimers and limitations of liability found elsewhere in these terms and conditions. It is the responsibility of the User to test the Services should they wish prior to entering into this agreement.
3. Content from the Website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of BOOMCAST.

16. Linking and Framing

1. Any third party site may link to this Website provided that such a link is directed at the home page of this Website. It is expressly prohibited for any person, business, entity or website to link to any page other than the home page of this Website, without the prior written approval of BOOMCAST.
2. BOOMCAST may provide links to the User only as a convenience and the inclusion of any link does not imply BOOMCAST's endorsement of such sites.
3. Any linked third party websites, pages or advertisements that may be accessible from the Website, including content posted in social media or RSS feeds displayed on the Website are not subject to the control of BOOMCAST. BOOMCAST shall not be held responsible or liable (whether directly or indirectly) in any way for the contents, use, or inability to use or access any such third party websites, pages or advertisements and any use or reliance thereon shall be at the Users sole and exclusive risk.
4. It is expressly prohibited for any person, business, entity, or website to frame any page on this Website, including the home page, in any way whatsoever, without the prior written approval of BOOMCAST.

17. Searching Technology

1. Apart from good faith search engine operators and use of the search facility provided on the Website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Website for any purpose whatsoever, without the prior written consent of BOOMCAST.
2. The use of non-malicious search technology, such as 'web-crawlers' or 'web-spiders', to search and gain information from this Website is not permitted if such technology will result in slowing down this Website's server or copyright infringement of any data and information available from this website. Data and information may only be used as provided for in these terms and conditions. E-mail addresses, names, telephone numbers and fax numbers published on the Website may not be incorporated into any database, used for electronic or direct marketing or other similar purposes. No permission is given, nor is it implied, that information on the Website may be used to communicate unsolicited communications to BOOMCAST notwithstanding that such information may be published as BOOMCAST's contact information.

18. Applicable Law

1. These terms and conditions shall be governed by, construed and interpreted in accordance with the laws of respective country and courts shall have exclusive jurisdiction in respect of any disputes that may arise between the User and BOOMCAST.

19. Entire Agreement

1. These terms and conditions constitute the entire agreement between BOOMCAST and the User.