

ZONG General Terms and Conditions

Date: March 28, 2008

The Terms and Conditions below govern the contractual relation between you ("the Client") and Echovox Inc. ("Echovox") and are applicable to all transactions carried out with Echovox, whether online or not, in respect of the ZONG Service. With ZONG, Echovox allows the Client to create a premium SMS service which may be made available to end users ("the Customers").

Echovox is a company incorporated in the jurisdiction of California, USA having its office at 370 Convention Way, Suite 2J, Redwood City, CA 94063.

By completing the ZONG service order form and clicking the "I agree" check box, the Client agrees to be bound by this Agreement and to observe and perform the Terms and Conditions and if Clients elect to use a Premium Keyword and/or the Hotline and/or the Bulk Message service, to make the payments set out herein.

1. Online registration of the Client

To subscribe to the ZONG service, the Client will complete the SMS service order form available on the ZONG webpage, giving the details of the SMS Service requested. The Client will also provide personal details, in particular his or her name/corporate name, address, phone number, e-mail address, hotline details, credit card details and other requested information as indicated on the ZONG website.

The Client represents and warrants that all the information provided in the ZONG service order form upon registration, including the payment details, is valid and correct.

Information provided by the Client shall be handled according to Articles 5.3 and 11.

2. Creation of a Client ZONG account

Once the Client sends the completed ZONG service order form, he or she will receive an e-mail acknowledging receipt thereof. This e-mail is NOT an agreement by Echovox to provide the ZONG Service but signifies that Echovox will process the information contained in the Service order form provided by the Client. Payment of any Optional Service subscription fees (such as Echovox Hotline for Customers and/or Premium Keyword) will be debited by the secure online payment provider upon receipt of the Client's service order form.

If for technical or obvious legal reasons or any other reason that Echovox considers valid, the SMS service requested by the Client cannot be set up, then the Client will be notified as soon as possible. However, any Optional Service subscription fees (such as Premium Keyword) paid by the Client to Echovox will NOT be reimbursed since such fee covers, among other items, the initial processing of information by Echovox.

If the SMS service requested by the Client is approved by Echovox, then the Client will receive confirmation from Echovox that his or her Client ZONG account has been opened. In any case, the Client premium SMS Service's price shall only use an end user rate which is already implemented in the ZONG website per countries and per telecom operators. No payment could intervene if Client's SMS Service price is not listed in the end user rate per countries and per operator as mentioned in ZONG website.

SUCH APPROVAL SIGNIFIES ONLY THAT ECHOVOX WILL OPEN A ZONG ACCOUNT FOR THE CLIENT BUT NOT THAT ECHOVOX HAS IN ANY WAY REVIEWED OR APPROVED THE SMS SERVICE REQUESTED BY THE CLIENT WITH RESPECT TO ITS CONFORMITY WITH APPLICABLE LAWS AND REGULATIONS.

The Client assumes full responsibility for the compliance of its SMS Services with applicable laws and with third party rights in accordance with Article 7.2.

It is the Client's duty to inform Echovox of any modifications in the data provided by the Client when making his or her registration or thereafter. All consequences of the failure by the Client to modify/update his data or resulting from the inaccuracy/incompleteness of the information provided are the sole responsibility of the Client.

The Client must provide Echovox with a valid e-mail address to which contractual notices can be delivered by Echovox concerning all aspects of the ZONG Services, including the sending of invoices, price changes, etc. All information sent by Echovox to such e-mail address will be considered received on the day the e-mail was sent.

3. Prices and payments

Standard use of the ZONG service is free of charge (with the exclusion of the Optional Services) to the Client.

Nevertheless, if the Client wishes to use the optional service such as Premium Keyword (an SMS keyword which is on the Premium Keyword list available on the ZONG website) and/or the Echovox Hotline for Customers (Hotline will be billed to Client for the Customers' support beyond the 30th Hotline call, as described in article 6.2) and/or Bulk Messages services (hereafter alone or together the "Optional Service") a monthly subscription fee (or any other agreed payment solution) will be charged for such subscription to the Client.

All applicable ZONG Optional Service's prices and costs including but not limited to the Premium Key word subscription fees and the Hotline subscription fees chosen by the Client and charged to the Client by Echovox are available and can be viewed on the ZONG website.

Echovox reserves the right to change its prices and revenue share payment policies. Echovox shall notify the Client of any such change, and the Client may terminate the Contract with seven (7) days written notice from the notification of the new prices. In such case, Echovox may deactivate or delete the Client's account and all related information and files and/or any further access to such files or the Services after the notice period.

In the absence of such written notice within seven (7) days, the new ZONG prices and/or revenue share payment policies will apply to the ZONG Services provided to the Client.

3.1 Optional Service subscription charges

By providing credit card details, the Client understands and agrees that the Optional Service charges will be debited from his or her credit card by the secure online payment provider. The charges of the Optional Service will be debited from his or her credit card. After having been debited from the Client's credit card, the monthly recurrent subscription charges (if any) for ZONG Optional Service will also be invoiced monthly to the Client. In order to use the Bulk Message (non-premium) service, the Client shall buy a pre-defined amount of credits. The Client's account will be debited based on consumption and according rates available on www.zong.com.

The Client may submit a substantiated dispute to an invoice in writing within ten (10) days of receipt thereof. In the absence of such dispute by the Client, the invoice is deemed accepted. If Echovox accepts, in whole or in part, any disputed amount, then the applicable amount, if already debited from the Client's credit card, will be deducted from the next monthly recurrent charges debited and invoiced or otherwise reimbursed on the account indicated by the Client or added to the monthly revenue share payment to Client. The Client's credit card details are transferred using the standard encryption for credit cards payments.

The Client represents and warrants that the payment details provided to Echovox are valid and correct and that the credit/debit card that is being used is Client's.

If the Client fails to pay the monthly recurrent Optional Service subscription fee, in whole or in part, Echovox may discontinue all ZONG Services to the Client without any further notice, take all additional measures to prevent further loss and/or terminate the contract without notice and without compensation.

The Client is responsible for all expenses incurred by Echovox as a result of default in payment.

The prepaid Bulk Messages service credit is non-refundable and does not bear interest. The prepaid Bulk Messages credits are valid for six (6) months after the purchase date. Once this six (6) months period is over, any unsent Bulk Messages will be reset to zero without prior notice to the Client. If the Client terminates his/her use of the Service, no refund will be issued for any remaining Bulk Message account balance. If Echovox discontinues the service, the Client can apply for a refund provided that the Bulk Message account balance is more than 1,000 messages.

3.2 Payment for Premium Revenue Share

Echovox shall pay to the Client the Client's revenue share on orders attributed to the Client less any system messages fees (any SMS with contain word such as "INFO", "STOP", or any other SMS system messages used or generated by the Client trough its SMS Service and/or any other messages used by MNO for service management purpose). Such revenue share payments will be calculated on the basis of the monthly traffic reports provided by Echovox and the statements from the corresponding Mobile Network Operator ("MNO").

Revenue share payments will be paid to the Client only when Echovox has cashed such payments from the MNO. If the Client's revenue share payments were lower than the system messages fees, ECHOVOX will then invoice the Client for the corresponding amount, and this amount shall be paid by the Client within thirty (30) days after reception of the corresponding invoice.

No later than sixty (60) days following the end of a month Echovox will provide the Client with online access to or copies of all relevant statements necessary for settlement with the Client, including Echovox' statements and those of all participating MNO. Echovox will issue the invoice on behalf of the Client.

Echovox will pay the Client its revenue share payment amount, no later than fifteen (15) days after receipt of payments from the MNO which is normally sixty (60) days after the end of a given month. The revenue share payments will be paid by Echovox to the Client by bank transfer. All bank transfer fees shall be borne by the Client. Because of management and maintenance fees, revenue share payments will be paid to the Client only if the monthly total reaches a minimum of Euros 100.-. Should this not be the case, the monthly amount that is less than Euros 100.- will be carried over to the next month. In any case, if this Agreement is terminated, no revenue share payment to the Client shall be made if the minimum of revenue generated by the Client service does not reach Euros 100.-.

The MNO will not make any revenue share payments and will charge back to Echovox revenue share payments that have already been made pertaining to Users who have failed to pay their MNO invoices or who used the Client's service with an out-of-credit prepaid card.

The Client is liable and agrees to fully reimburse Echovox for all revenue share payments charged back to Echovox by the MNO pertaining to orders attributed to the Client relating to the out of credit prepaid cards of its Users or the non payment by its Users of their MNO invoices.

The Client is aware that such charge back of revenue share payments can be invoiced to Echovox by the MNO, and then by Echovox to the Client, up to and over 12 months from the time that the SMS service was ordered/rendered. In any event, such amounts are and remain due by the Client even if the contractual relationship between the Client and Echovox has ended.

ECHOVOX RESERVES THE RIGHT TO OFFSET AGAINST REVENUE SHARE PAYMENTS DUE TO THE CLIENT ANY AMOUNT DUE TO ECHOVOX BY THE CLIENT, INCLUDING BUT NOT LIMITED TO UNPAID OPTIONAL SERVICES, CHARGE-BACKS OF REVENUE SHARE PAYMENTS, USER CLAIMS SETTLED BY ECHOVOX, COSTS OR DAMAGES SUFFERED BECAUSE OF THE NON-COMPLIANCE BY CLIENT WITH APPLICABLE LAWS AND REGULATIONS OR WITH THESE GENERAL TERMS AND CONDITIONS.

If the Client services violates any applicable legislation, rule or regulation and that an MNO or an official regulation authority suspends or blocks the transfer of revenue share payments from the MNOs to Echovox for the given service, Echovox reserves a right to impose a penalty of up to EUR 100,000 on the Client to cover its potential litigation, and administrative fees. In case of suspension or blocking of revenue share payments for the services of the Client AND of other Echovox customers resulting from an unlawful service promoted by the Client, then Echovox, reserves a right to impose a penalty of up to EUR 500,000 on the Client. In any of these cases, Echovox will provide the Client with all circumstantiating paperwork from MNOs or regulatory bodies. Echovox retains the right to suspend a service and its revenue share payments to the Client if it deems a service is unlawful. In any case, Echovox may terminate the services or the Agreement immediately.

4. Use of ZONG platforms and services

4.1. Authorization and Authentication

When the account has been opened, the Client can access his or her ZONG account through Client's username, password and/or any other technical parameters chosen by the Client. The Client will also have access to the automated HTTP interface allowing his or her servers to send/receive SMS. For this access, ZONG will issue a unique password, independent from the password used for logging on to ZONG.

The Client agrees that all activities on Echovox ZONG, which can be traced to his username, password and/or IP address are deemed to be performed by the Client and are legally binding on the Client. The Client is responsible for careful use and storage of the username, password and any other access details provided by Echovox.

4.2. Risks

The Client agrees that, by definition, access to the Internet, GSM networks and other communication media is associated with risks concerning authentication, data security, privacy, availability of services, and reliability of transmission. The Client agrees to bear full and exclusive responsibility arising from such risks and consequences of the Client's usage of Echovox ZONG platforms.

4.3. Limitation of Liability

THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM ANY PLATFORM PROVIDED BY ECHOVOX, ARE PROVIDED "AS IS" AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO THE CLIENT. TO THE FULLEST EXTENT PERMITTED BY LAW, ECHOVOX DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED AND STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICES AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE PLATFORM PROVIDED BY ECHOVOX. IN NO EVENT

SHALL ECHOVOX OR ANY OF ITS AFFILIATES OR CONTENT PROVIDERS 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, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ECHOVOX PLATFORMS, EVEN IF ECHOVOX HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE.

In order to protect itself from massive refunds and costs from regulators or legislators, in the event of fraudulent services or advertising, Echovox will conduct random due diligence on Client's services and advertising practices. Echovox may, at its sole discretion, suspend any service and retain outstanding payments indefinitely, if there are any doubts about the legitimacy of the service or its promotion. Furthermore, Echovox will issue invoices to Client for any and all amounts charged to Echovox as a result of the Client's services, whether this be for payments to Customers, fines and all related costs, and the Client agrees to pay all such invoices. This includes any service that operates contrary to the regulations of the country or operator codes of conduct or legislation and any service that does not fully and clearly inform Customers of the costs of the service and, in the case of subscription services, any service that does not clearly inform the user about deregistration procedures.

5. Echovox Services

Echovox is an independent wireless applications service provider and provides mobile applications and services to clients as described on the website www.echovox.com and related service descriptions, including but not limited to bulk and premium rate SMS transmission.

5.1. Access to ZONG Platforms

Echovox shall make reasonable effort to provide its services on ZONG platforms 7 days a week, 24 hours a day.

5.2. SMS Transmission

5.2.1. Delivery

The Client acknowledges that Echovox delivers SMS messages via major telecommunications operators and mobile network providers and can therefore only influence the delivery of SMS messages within the technical constraints imposed by the above mentioned operators. SMS messages submitted via ZONG platforms will be transferred to the addressed mobile recipients within seconds to minutes, provided that the recipient's phone is switched on and located in an area covered by Client's subscribed mobile network provider. The Client acknowledges that, depending on the recipient's mobile provider service, it may not be possible to transmit the SMS message to the recipient successfully, particularly (but not limited to) situations in which the recipient's provider does not support SMS delivery at all, or where the recipient's provider suffers from internal congestion, message delays, or other technical or non-technical problems beyond the influence of Echovox.

5.2.2. Large Volume Transmission

The Client acknowledges that transmission of large SMS amounts (>20,000 messages per day) may be subject to restrictions and delays on the part of the mobile network providers affected. The Client agrees to communicate its intent to transmit such volumes to Echovox at least three (3) business days in advance in order to ensure that such delivery can take place without disruptions.

5.2.3. Storage

SMS messages are assigned a predefined lifetime (depending on service). SMS messages which could not be delivered successfully to the recipient's mobile phone within this period will be discarded without notice.

5.3. Privacy

Echovox handling of Client-related information, including SMS message content is subject to U.S. federal communication and privacy laws. The Client acknowledges that Echovox is obliged by law to store all message content and activity logs for six months, and that Echovox can be required by law to disclose details about a Client's activity and SMS transmissions to government and law enforcement officials on explicit request. The Client acknowledges that SMS message content is transmitted unencrypted and that eavesdropping of mobile phone communications, including SMS delivery, by third parties is possible.

5.4 Technical Modifications

Echovox reserves the right to enhance, develop, and modify services and features on ZONG platforms at any time without prior notice.

6. Client support

6.1. Incident reporting

ZONG first level support shall provide support to the Client solely in the event of technical problems. The ZONG first level support shall be available during US West coast working days from 9:00 to 17:00 (GMT - 8) through an online chat interface for major technical problems.

The Client is responsible for implementing and operating its SMS services. If the Client contacts ZONG first level support to request help on how to implement or operate its service, then Echovox may charge such professional service to the Client.

6.2. Mobile Subscriber/User services

Mobile Subscriber/User inquiries received by Echovox which relate to the Client's services are not within the area of responsibility of Echovox.

It is mandatory for the Client to provide and maintain an e-mail based support and telephone hotline for its Users. The Client has to communicate clearly such email address and hotline number to the Users in every communication concerning its SMS services. Such hotline details will be provided by the Client when making his or her registration with ZONG. If the Client does not provide a functioning hotline telephone number for its services the Client shall use the Echovox Hotline for Customers and will be charged by Echovox for the corresponding amount for Customer support handled directly by ECHOVOX beyond 30 calls per calendar month. Echovox will in such case forward to the Client by email or by telephone any inquiries received from Users relating to the Client's services. The Client will respond to such inquiries received from Users as well as inquiries sent to the Client directly by Users, within 2 working days.

6.3 User Claims

The Client is responsible for reimbursement of Users in case of justified claims with respect to the Premium SMS to be provided to Users in connection with this Agreement. ECHOVOX can at its sole discretion decide to reimburse Users and such amount will be due by the Client to Echovox whether the Client approves such reimbursement or not.

If a User of the Client is charged by mistake for a service he did not order or charged an irrelevant amount for a service he ordered, Echovox will charge handling fees to the Client as per the rate published on the ZONG website.

7. Client's Liability

7.1. Disruptions and Damages

If the Client intentionally causes damage or disruption of ZONG platforms or system applications, the Client becomes liable for all direct and incidental consequences and associated costs.

7.2. SMS Content

The Client as the provider of services to its Users assumes full responsibility for the SMS services made available to its Users and for the content of SMS messages (including any Bulk Messages) transmitted by the Client or by a third party or by subscribers of the Client. The ZONG website contains links to regulator websites and sites or documents containing information on applicable laws or regulations for various countries related to different aspects of SMS services ranging for example from the legality of their content, to pricing issues, unfair competition issues or games/lottery regulations. Such links and documents are provided solely to assist the Client. Echovox is in no way responsible for their content and for whether they are complete or up-to-date.

It is solely the Client's responsibility to abide by all laws and regulations applicable to the content and intent of SMS messages transmitted by the Client and SMS services provided. The Client assumes liability for all consequences and costs arising out of offenses against such laws and regulations or violations of third party rights.

The Client must ensure that his SMS delivery does not cause disturbance or harassment of a recipient or other third party. The Client agrees to refrain from sending SMS messages containing offensive, violent, or discriminatory, or otherwise illegal content.

The Client is not permitted to send SMS messages (including Bulk Messages) or spam to Customers who have not made clear that they wish to receive SMS messages or advertisements via SMS and only to those that have expressly accepted to receive such messages (opt-in). The Client agrees to indemnify and hold Echovox, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the content, the messages or the SMS the Client transmits through the Service, the Client's use of the Service, the Client's connection to the Service, the Client's violation of the Terms and Conditions, or the Client's violation of any rights of a third party. Furthermore, the Client must be able to provide recorded proof of the agreement by a recipient to receive SMS messages from the Client, in the event such information is demanded by a regulatory, telecoms, legal or other recognized authority concerning the Client use of the Echovox ZONG connection.

7.3. Termination

7.3.1 Suppression of account components

The Client agrees and accepts that Echovox, in its sole discretion, may immediately suspend or terminate use of the ZONG Service, and remove and discard any content within the Service (which may include the keywords), for lack of use, lack of revenue and/or if Echovox believes that the Client has violated or acted inconsistently with the letter or spirit of the Terms and Conditions including but not limited to the elements stated in clauses 7.2, or 6.3 or if Echovox has reasons to assume that the Client has provided inaccurate or incomplete information to Echovox.

7.3.2 Agreement termination

Either party may also in its sole discretion and at any time terminate the Agreement with 10 days notice by terminating online on the SMS service form or by registered letter addressed to ECHOVOX, 370 Convention Way, Suite 2J, Redwood City, CA 94063. The Client agrees that any termination of the Client's access to the ZONG Service under any provision of these Terms and Conditions may be effected without prior notice, and acknowledges and agrees that Echovox may deactivate or delete the Client's account and all related information and files in the Client's account and/or bar any further access to such files or the Service after the notice period. Further, the Client agrees that Echovox

shall not be liable to Client or any third-party for any termination of Client's access to the Service.

7.4. Rights and obligations on termination

In the event of termination of this Agreement, all rights of either party which may have been granted in connection with the provision of the ZONG services shall terminate. Termination of this Agreement will not release either party from the obligation to make payment of all amounts that shall have accrued up to the date of termination and thereafter.

8. SMS Debits

Echovox debits transmitted SMS messages from the Client's SMS account according to its transmission logs. These logs are deemed correct and valid even if the Client has objected to the correctness of the accounting records but Echovox investigations have not produced evidence of a technical problem or error. Because Echovox cannot guarantee delivery of the SMS messages to recipients due to possible errors and outages on the part of mobile network providers, Echovox does not refund undeliverable bulk SMS messages to the Client nor does it make any revenue share payments to Clients for such undeliverable premium SMS messages.

9. Complaints

Subject to Article 3.1 which applies to invoices received by the Client, all complaints must be directed to Echovox at the email address indicated on the website or 370 Convention Way, Suite 2J, Redwood City, CA 94063, in writing and within 10 business days of the event causing the objection.

10. Intellectual Property

Echovox retains all rights, title and interest in and to the intellectual property rights for Echovox products and services, both existing rights and rights arising in connection with the performance of the contract, including all communication media and systems associated with ZONG and the underlying services. By using the ZONG Services, the Client does not obtain any rights in the infrastructure, content or software associated with the services.

11. Data protection

Echovox complies with the prevailing U.S laws with regard to handling data relating to the Customers (hereafter the Data), particularly the laws on telecom and data protection and such data is stored on servers located in Switzerland, though the location of such data may be changed from time to time subject to compliance with applicable laws. Echovox only collects stores and processes the Data required for providing the services, for handling and maintaining Customer relations, particularly to ensure high quality services, operation or reliability and infrastructure and for invoices and payment purposes. The Client grants to Echovox non-exclusive usage rights of the Data in the territory where they have been gathered.

THE CLIENT AGREES THAT ECHOVOX MAY, IN CONNECTION WITH THE CONCLUSION AND PERFORMANCE OF THE ZONG SERVICE, REQUEST INFORMATION CONCERNING THE CLIENT, USE THE CLIENT'S PERSONAL DATA FOR THE DEVELOPMENT OF SERVICES AND CUSTOMIZED OFFERINGS AND USE THE CLIENT'S PERSONAL DATA FOR MAILING PURPOSES REGARDING NEWS SERVICES OF ECHOVOX. IF A SERVICE IS PROVIDED JOINTLY BY ECHOVOX AND A THIRD PARTY OR IF THE CLIENT RECEIVES THIRD PARTY SERVICES VIA THE ZONG SERVICE, ECHOVOX MAY DISCLOSE THE CLIENT'S DATA TO A THIRD PARTY, IN SO FAR AS THIS IS NECESSARY FOR THE PROVISION OF SUCH SERVICES.

Echovox takes precautionary measures to protect its network against third party access. However, full protection against unauthorized access cannot be guaranteed. Echovox is not responsible for such access.

12. Interpretation

If any term of this Agreement is held invalid, illegal or unenforceable, the remaining portions shall not be affected. No failure or delay in enforcing any term, exercising any option or requiring performance, shall be a waiver of that or any other right.

13. Amendments

Echovox reserves the right to amend its services, prices and these Terms and Conditions at any time.

Echovox shall inform the Client of any revisions in suitable form. Should Echovox increase its prices such that they result in higher costs for the Client, the Client may terminate the contract in accordance with Article 3.

14. Transfer

The transfer of the contract or any rights or obligations arising there under is subject to the written consent of both parties.

15. Jurisdiction

These Terms and Conditions and all matters arising out of or relating to these Terms and Conditions shall be governed by the laws of the State of California without regard to any conflict of laws principles that require the application of the laws of a different jurisdiction. To the extent either Party initiates any action or suit under this Agreement jurisdiction and venue will be in the state or federal courts of the State of California.

Date: March 28, 2008