

1 Agreement Definitions.

In these terms and conditions, certain words have defined meanings which are set out in this Section One (1) as follows:

"Customer", "user" and "you" means the person, firm or company who purchases Services provided by FareText Limited;

"Agreement" means the Customer's agreement to use the services provided by FareText and to pay the Charges subject to these conditions or as otherwise agreed in writing.

"Charges", "payment" means the charges for the Services provided by FareText, either posted on the FareText website or agreed between parties by telephone, fax or email.

"Data" means the personal data provided to FareText and updated from time to time by the Customer (which may include sensitive personal data).

"FareText Contract & Order Form" means the signed FareText Order form submitted by the Customer as an offer to purchase the Services and accepted by FareText;

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Material" includes, in addition to a document in writing, the Data, databases, computer software (including the Software), designs, drawings, pictures or other images (whether still or moving), the Site, sounds or any other record of any information in any form.

"Minimal Contract Period" means the period from the Order Commencement Date until the expiry of the Term as specified in the FareText Contract & Order Form or when you registered online.

"Site" means FareText's web site from which the Services can be accessed.

"Subscriber" means each person for whom FareText holds Data on for the Customer.

"Subscription" is the monthly duration from the last Billing Date.

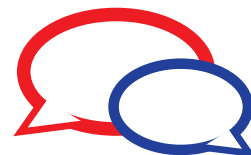
"Billing Date" means the date in the month, or the closest date in the month of which payment was first received for use of the Services.

"Payment" means money received in return for using our services.

"Handset" means the mobile device used by you to access and use the Service.

"FareText", "we", "us" and "our" means FareText Limited registered at 9 Main Road, Bilton, Hull, East Yorkshire, HU11 4AP.

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"Offers" means a discount offer on a Product sent to users;

"Privacy Policy" means the policy which governs our collection and use of your personal data which can be found on our website;

"Service" and "Services" means the website and SMS services provided by us to you;

"SMS" means Short Messaging Service.

2 FareText and you.

2.1 Your use of FareText's services, websites and portals (all referred within this document as the "Services" excluding any services provided to you by FareText under a separate written agreement) is subject to the terms of a legal agreement between you and FareText. "FareText" means FareText Limited, registered in England, number 08379209. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

2.2 Unless otherwise agreed in writing from a Company Director of FareText, your agreement with FareText will always include, at a minimum, the terms and conditions set out in this document. These are referred within this document as the "Standard Terms".

2.3 Your agreement with FareText will also include the terms of any Legal Notices applicable to the Services, in addition to the Standard Terms. All of these are referred to below as the "Further Terms". Where Further Terms apply to a Service, these are available upon request.

2.4 The Standard Terms, together with the Further Terms, form a legally binding agreement between you and FareText in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

2.5 If there is any contradiction between what the Further Terms say and what the Standard Terms say, then the Further Terms shall take precedence in relation to that Service.

2.6 Condition, schedule and paragraph headings shall not affect the interpretation of these conditions.

2.7 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

2.8 Words in the singular shall include the plural and vice versa.

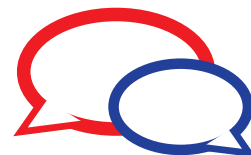
2.9 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2.10 A reference to writing or written includes faxes and e-mail.

2.11 Where the words include(s), including or in particular are used in these terms and conditions, they are deemed to have the words without limitation following them and where the context permits, the words other and otherwise are illustrative and shall not limit the sense of the words preceding them.

2.12 Any obligation in this Agreement on a person not to do something includes an obligation not to

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agree, allow, permit or acquiesce in that thing being done.

2.13 References to conditions and schedules are to the conditions and schedules of this Agreement.

3 Accepting the Terms.

3.1 In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms.

3.2 You can accept the Terms by:

(A) clicking to accept or agree to the Terms, where this option is made available to you by FareText in the user interface for any Service; or

(B) by actually using the Services. In this case, you understand and agree that FareText will treat your use of the Services as acceptance of the Terms from that point onwards.

3.3 The Services supplied under this Agreement shall be provided by FareText to the Customer from the date the Customer signs up to the Services online or equally signs in person a FareText Contract & Order Form.

3.4 The Customer may request that the Services be varied but any such variation shall be subject to FareText's prior written consent and the written agreement of both parties, which shall set out any new, or variation of, the Charges.

3.5 Unless the parties have agreed a Thirty-six (36), twenty-four (24), twelve (12) month or monthly contract for the supply of the Services, the Services supplied under this Agreement shall continue to be supplied for successive one (1) month periods unless and until this Agreement is terminated by one of the parties giving to the other not less than one months' notice after the pre-agreed Minimal Contract Period, unless this Agreement is terminated in accordance with condition 11.

3.6 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with FareText, or (b) you are a person barred from receiving the Services under the laws of England and Wales or other countries including the country in which you are resident or from which you use the Services.

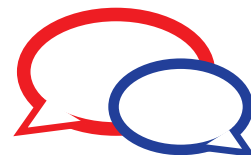
3.7 Before you continue, you should print off or save a local copy of the Standard Terms for your records.

3.8 By accepting these terms you agree to adhere by our Anti-Spam Policy.

4 Services provided by FareText.

4.1 In order to use the services provided you must register with FareText. By registering with FareText you agree to all of these terms (including the Anti-Spam Policy). These terms may be updated from time to time and these updates will be presented here. Your continued use of the service constitutes acceptance of these changes. If you do not agree with any of these changes you agree to discontinue use of our services.

4.2 Our charges are posted on our Website and may be changed from time-to-time. Payments are due for the full month for which any part of the month is included in the Subscription. Charges are due for any month on the same date, or the closest date in that month, to the date of the month you signed up with us



and made your first monthly payment (the Billing Date) unless agreed in writing between you and FareText.

4.3 For any month for which you have already paid, and then choose to increase your usage (and therefore accepting a higher pricing subscription), you will be required to pay the full difference to upgrade your account to the higher level. Upon successful receipt of this payment, a new full Subscription will commence and the Billing Date will be the same date, or the closest date in that month, to the date this new Subscription started.

4.4 Any cancellations or downgrades to your subscription (and therefore accepting a lower pricing subscription) will be processed in the following month (the next Billing Date). All subscription services (including, but not limited to, remaining messages and use of keywords) will remain available until the next Billing Date.

4.5 FareText may alter the level of Charges or the Charges payment terms from time to time on not less than 30 days' written notice and shall notify the Customer of the changes to the Charges. If the Customer does not wish to accept the altered Charges, the Customer shall notify FareText of this and shall terminate this Agreement on one (1) month's notice if out of the Minimal Contract Period or as otherwise agreed with FareText.

4.6 If a Subscription is cancelled out of the Minimal Contract Period, Accounts will remain active for a duration of 3 (three) months from the last Billing Date. After this period, we will close the account and permanently delete any Data associated with this account.

4.7 The number of messages purchased in a Subscription period (1 month) cannot be rolled over and any messages not used will not be refunded, unless otherwise agreed with FareText.

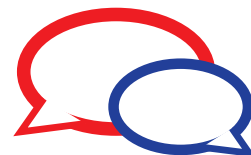
4.8 FareText shall store Customer's Data securely and the Customer should note that: FareText does not buy, sell or rent any of the Customer's Data nor will FareText disclose any Data to any business, organisation or individual without the Customer's prior express consent.

4.9 FareText uses a third party to host the application servers and to provide communication services. That third party undertakes to provide its services at or above industry standards. FareText uses a separate third party to provide SMS text messaging services. Both third parties rely upon the services of other telecommunications operators. Accordingly, FareText does not warrant that the Services will be uninterrupted or error free nor that the delivery of SMS text messages will be without delay. FareText will endeavour to ensure that any third parties involved in the supply of the Services take appropriate security measures to protect Data. Interruption to the Services due to matters out of our control and but not limited to issues caused by provided third party services does not warrant reason or justification to terminate the Minimal Contract Period without the necessary termination charges being applied.

4.10 It may be necessary to temporarily suspend the Services from time to time to carry out maintenance of equipment; such suspensions will be limited. However, the Services may also be suspended (in whole or part) where FareText or the third party host is obliged to comply with an order, instruction or request of government, a court or other competent administrative authority or an emergency service organisation.

4.11 FareText may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any relevant statutory, regulatory or similar requirements which do not materially affect the nature or quality of the Services.

4.12 FareText reserves the right to gather, process and publish anonymous statistics on aggregate delivery and other campaign statistics. These statistics are produced on an aggregate basis across all clients,



for the purposes of quality control and allowing clients to compare their performance across their particular industry. The gathering of these statistics will not require processing of any personal data.

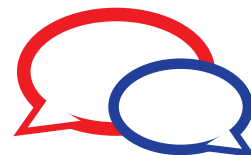
4.13 FareText respects your privacy and enforces a strict privacy policy. You can view this privacy policy by visiting www.FareText.co.uk at any time or clicking Privacy Policy. The complete terms of our privacy policy are part of this agreement and hence you are encouraged to read them before you register for our services. The personal information you provide enables us to provide the services to you. We may also record some aspects of your pattern of use of the services, which among other things as detailed in section 7 of these terms and as set out in the privacy policy may be anonymously aggregated together with that of other users and analysed to make improvements to the quality and function of the services. We will hold your data securely and will not contact you for purposes other than running the services without your explicit permission.

4.14 You may end your use of the services at any time by contacting us or canceling your Account by emailing info@faretext.co.uk. Upon confirmation of your request your account will be cancelled if out of the Minimal Contract Period, if still within the obligated Contract tenure, the remaining months plus one (1) months notice will be chargeable. Some of your information regarding use and activity of the services may be retained for a period of time in order to improve the quality and function of services; however this will be kept anonymously. Extended periods of inactivity may result in your account being terminated. From time to time we may contact you to ask you to confirm that you still wish to receive the services. If a response is not received we may choose to terminate your account.

4.15 For the benefit and security of our users, and to comply with applicable laws the following guidelines dictate the basic use of our Services. If there is any reason to believe that these rules have been violated at any time we reserve the right to terminate your account. If any applicable laws have been broken we reserve the right to report these incidents to appropriate authorities, providing supporting information if required. (A) Providing Accurate Information: You agree to provide true, accurate and complete information about yourself, as requested in the Service registration form and account set-up forms and you agree not to misrepresent your identity or your account information. Accurate personal details including email, telephone numbers and routes enable us to provide the correct Services to you. You agree to keep your registration and account information up to date and accurate. You will validate your email and SMS number by responding to a message we send to each address: this protects you from any other user inadvertently (or even maliciously) entering your contact details and causing the system to send you unwanted alerts. (B) Guard Your Password: You will be asked to choose a password when registering to use the Service. You are responsible for maintaining the confidentiality of your password and account. You are fully responsible for all activities that occur using your password or account. Please notify the Service Providers immediately of any unauthorised use of your password or account or any other breach of security. The Service Providers will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may not use anyone else's password at any time. (C) Obey the Law: You agree not to use the Service for illegal purposes or for the transmission of material that is misrepresentative, unlawful, harassing, libellous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. (D) Restrictions on Commercial Use or Resale: Your right to use the Service is personal to you; therefore, you agree not to resell or make any commercial use of the Service. (E) Proprietary Rights: You acknowledge and agree that the Service Providers and their Licensors own all rights to this Website and the content displayed on the site. You are only permitted to use this content as expressly authorised by the Service. You may not copy, reproduce, distribute, or create derivative works from this content other than for your own use. Further, you agree not to reverse engineer or reverse compile any of our technology, including but not limited to, any Java client-side programs associated with the Service.

4.16 Legal Disclaimers

FareText Terms & Conditions.



The use of the services provided by FareText is subject to the legal disclaimers specified, but not limited to those specified, in these terms.

4.17 Provision of the Services by FareText

4.17.1 FareText may affiliate itself with legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Services to you on behalf of FareText itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.17.2 FareText is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which FareText provides may change from time to time without prior notice to you.

4.17.3 As part of this continuing innovation, you acknowledge and agree that FareText may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at FareText's sole discretion, without prior notice to you. You may stop using the Services at any time, if you want to remove yourself from the services provided by FareText you should suspend, cancel or delete your account as appropriate and/or contact us. Minimal Contract Period charges will apply if termination is before the end of the agreed period. If you have signed up to our SMS services you will only stop receiving SMS when you have adjusted your account as appropriate.

4.17.4 You acknowledge and agree that if FareText disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.17.5 You acknowledge and agree that while FareText may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service; such fixed upper limits may be set by FareText at any time, at FareText's discretion.

4.18 Limitations of the services provided

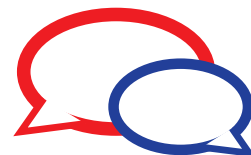
The availability of the services depends upon your possession of a handset and a mobile network service which allows you to receive SMS text messages. FareText do not charge for the use of our services, however depending on your network, your handset and the tariff that you have you may be charged by your network to send/receive SMS on your handset.

5 Use of the Services by you.

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to FareText will always be truthful, accurate, correct and up to date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from England and Wales or other relevant countries).

5.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by FareText, unless you have been specifically allowed to do so in a



separate agreement with FareText.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

5.5 Unless you have been specifically permitted to do so in a separate agreement with FareText, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

5.6 You agree that you are solely responsible for (and that FareText has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which FareText may suffer) of any such breach.

5.7 The Customer shall obtain and maintain all necessary licences and consents and comply with all relevant legislation, including Data Legislation, in relation to the Services, before the date on which the Services are to start. The Customer shall comply, and ensure that all of the Data and all use of the Services complies, in all respects, with all regulations, directions, codes of practice and other rules and guidelines, mandatory or otherwise, promulgated from time to time by regulators (collectively, "Codes") including, without limitation, those of the Mobile Marketing Association (available at www.mmaglobal.com).

5.8 Customers must agree to the anti-spam policy.

5.9 The Customer acknowledges that FareText will monitor and record each account's usage of the Services, to include any campaigns sent or data processed, for the purposes of ensuring legal compliance and anti-spam measures.

5.10 If FareText's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, sub-contractors or employees, FareText shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

5.11 The Customer shall be liable to pay to FareText, on demand, all reasonable costs, charges or losses sustained or incurred by FareText (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to FareText confirming such costs, charges and losses to the Customer in writing. The Customer shall indemnify FareText against any losses, claims, fines, damages and expenses (including legal expenses) arising from any breach of this clause 5.

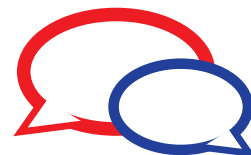
5.12. Uploading Subscriber Data

5.12.1 You should never attempt to upload any mobile numbers that you do not have permission to use.

5.12.2 It is your responsibility to obtain the express written permission from subscribers to add them to your group SMS list. If we receive any complaints about usage of this feature then we will notify you about this. If the data uploader is persistently abused then we will shut down your account. If we receive 2 or more separate complaints during any twelve (12) month period then this will be regarded as persistent abuse.

5.12.3 If you have not obtained express written permission to add these members to your group SMS list then you should not add them to your club.

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5.12.4 A subscriber who has previously unsubscribed from your club then will not be able to be added via the data uploader, they will need to re-subscribe on their own accord.

6 Your passwords and account security.

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to FareText for all activities that occur under your account.

6.3 If you become aware of any unauthorised use of your password or of your account, you agree to notify FareText immediately.

7 Privacy and your personal information.

7.1 For further information about FareText's data protection practices, please read FareText's Privacy Policy. This policy explains how FareText treats your personal information, and protects your privacy, when you use the Services. The privacy policy can be found on the website or can be obtained by contacting us at info@faretext.co.uk.

7.2 You agree to the use of your data in accordance with FareText's privacy policy.

8 Content in the Services.

8.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content".

8.2 FareText reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content from any Service. For some of the Services, FareText may provide tools to filter out any discriminatory content or profanity.

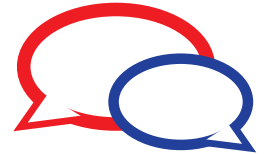
8.3 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

8.4 You agree that you are solely responsible for (and that FareText has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which FareText may suffer) by doing so.

9 Proprietary rights.

9.1 You acknowledge and agree that FareText own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by FareText and that you shall not disclose such information without FareText's prior written consent.

9.2 Unless you have agreed otherwise in writing with FareText, nothing in the Terms gives you a right to use any of FareText's trade names, trade marks, service marks, logos, domain names, and other distinctive



brand features.

9.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with FareText, then you agree that your use of such features shall be in compliance with that agreement.

9.4 FareText acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with FareText, you agree that you are responsible for protecting and enforcing those rights and that FareText has no obligation to do so on your behalf.

9.5 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices), which may be affixed to or contained within the Services.

9.6 Unless you have been expressly authorised to do so in writing by FareText, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

10 Licence from FareText.

10.1 FareText gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software provided to you by FareText as part of the Services as provided to you by FareText (referred to as the "Software" below). This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by FareText, in the manner permitted by the Terms.

10.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by FareText, in writing.

10.3 Unless FareText has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

11 Ending your relationship with FareText.

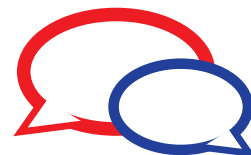
11.1 The Terms will continue to apply until terminated by either you or FareText as set out below.

11.2 If you want to terminate your legal agreement with FareText, you may do so by (a) notifying FareText at any time and (b) closing your accounts for all of the Services which you use, where FareText has made this option available to you. Your notice should be sent, in writing, to FareText's address which is set out at the beginning of these Terms. Minimal Contract Period charges will apply if termination is before the end of the agreed period.

11.3 FareText may at any time, terminate its legal agreement with you if:

(A) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

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(B) FareText is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

(C) the partner with whom FareText offered the Services to you has terminated its relationship with FareText or ceased to offer the Services to you; or

(D) FareText is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or

(A) the provision of the Services to you by FareText is, in FareText's opinion, no longer commercially viable.

11.4 FareText shall have the right to either suspend or terminate this Agreement with immediate effect if it should be discovered, through third party complaints or through FareText's internal monitoring procedures, if Customer is sending any SPAM messages through the Services. If FareText suspends a Customer's account then the Customer will have to rectify any damage caused, either to FareText's reputation or to a third party, and will have to commit to not sending any further SPAM through the Services. If FareText terminates a Customer's account under this clause 11.4, FareText's decision will be final.

11.5 Nothing in this Section shall affect FareText's rights regarding provision of Services under Section 5 of the Terms.

11.6 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and FareText have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 11.6 shall continue to apply to such rights, obligations and liabilities indefinitely.

12 Exclusion of Warranties.

12.1 The Services are provided "as is" and FareText, its Subsidiaries and Affiliates, and its licensors give you no warranty with respect to them.

12.2 In particular, FareText, its Subsidiaries and Affiliates, and licensors do not represent or warrant to you that:

(A) your use of the Services will meet your requirements,

(B) your use of the Services will be uninterrupted, timely, secure or free from error,

(C) any information obtained by you as a result of your use of the Services will be accurate or reliable, and

(D) that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.

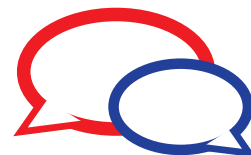
12.3 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

12.4 Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

13 Limitation of Liability.



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13.1 Nothing in these Terms shall exclude or limit FareText's liability for losses which may not be lawfully excluded or limited by applicable law.

13.2 Subject to overall provision in paragraph 13.1 above, FareText, its Subsidiaries and Affiliates, and its licensors shall not be liable to you for:

(A) any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;

(B) any loss or damage which may be incurred by you as a result of:

(i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services;

(ii) any changes which FareText may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);

(iii) the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services;

(iii) your failure to provide FareText with accurate account information;

(iv) your failure to keep your password or account details secure and confidential;

13.3 The limitations on FareText's liability to you in paragraph 13.2 above shall apply whether or not FareText has been advised of or should have been aware of the possibility of any such losses arising.

14 Other content.

14.1 The Services may include hyperlinks to other web sites or content or resources. FareText may have no control over any web sites or resources which are provided by companies or persons other than FareText.

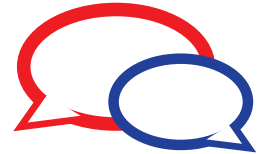
14.2 You acknowledge and agree that FareText is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

14.3 You acknowledge and agree that FareText is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

15 Changes to the Terms.

15.1 FareText may make changes to the Standard Terms or Further Terms from time to time. When these changes are made, FareText will make a new copy of the Standard Terms available on www.FareText.co.uk and any new Further Terms will be made available to you upon request for yourself.

15.2 You understand and agree that if you use the Services after the date on which the Standard Terms or Further Terms have changed, FareText will treat your use as acceptance of the updated Standard Terms or



Further Terms.

16 General legal terms.

16.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

16.2 The Terms constitute the whole legal agreement between you and FareText and govern your use of the Services (but excluding any services which FareText may provide to you under a separate written agreement), and completely replace any prior agreements between you and FareText in relation to the Services.

16.3 You agree that FareText may provide you with notices, including those regarding changes to the Terms, by SMS, email, regular mail, or postings on the Services.

16.4 You agree that if FareText does not exercise or enforce any legal right or remedy which is contained in the Terms (or which FareText has the benefit of under any applicable law), this will not be taken to be a formal waiver of FareText's rights and that those rights or remedies will still be available to FareText.

16.5 You agree that FareText will be entitled to assign, sub-contract or sublet this Agreement or any part thereof. You shall not be permitted to assign or sublet this Agreement or any part thereof without the written consent of FareText.

16.6 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and lawfully enforceable.

16.7 The Terms, and your relationship with FareText under the Terms, shall be governed by English law. You and FareText agree to submit to the exclusive jurisdiction of the courts of England to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that FareText shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Terms last updated June 2014