

Red Oxygen

Terms and Conditions

Introduction

The Red Oxygen Service (“Service”) enables authorised users to send SMS text messages of up to 160 characters to GSM mobile handsets directly from Microsoft Outlook, Lotus Notes and other applications.

The Service is not error or fault free and end-users may experience interruptions and usage difficulties from time to time. Red Oxygen is not responsible for the successful carriage and delivery of SMS text messages, including over third-party telecommunications networks.

User conduct

As a condition of use of the Service, end-users agree that they will not use the Service for any purpose that is unlawful or prohibited by these terms.

The end-user agrees to use the Service only to send and receive personal messages at their own risk. Red Oxygen takes no responsibility for the content of messages end-users send or receive through the Service. Any unauthorised commercial use of the Service, or resale of the Service, is prohibited.

End-users agree to abide by all applicable local, state, national and international laws and regulations and are solely responsible for all acts or omissions that occur under their account, including the content of their transmissions through the Service. For example, end-users agree not to:

- ~~use~~ the Service in connection with any duplicative or unsolicited (including obscene, indecent or unlawful) messages;
- ~~defame~~, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of copyright, privacy and publicity) of others;
- ~~to~~ send unsolicited advertising or promotional material or any other unsolicited information;
- ~~create~~ a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message; and
- ~~interfere~~ with another member's use and enjoyment of the Service or another individual's or entity's use and enjoyment of similar service.

The end-user agrees to inform Red Oxygen immediately if for any reason they believe that there has been any unauthorised use of the Service.

Red Oxygen has no obligation to monitor the Service or any end-user's use or retain the content of any end-user message. However, Red Oxygen reserves the right at all times to monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request.