

Notifyre Terms and Conditions – United States of America

Last modified on April 11th 2025

1. Important Information

1.1 These Terms and Conditions (the “Terms and Conditions”) of Notifyre LLC (hereinafter known as “Notifyre,” “We,” or “Our”) provide the terms and conditions upon which we will provide Services, as defined below, to our customers (hereinafter known as “The Customer”, “User/s”, “You,” or “Your”). The Customer’s use of the Services constitutes The Customer’s agreement to these Terms and Conditions, including any updates, which forms a contractual relationship between The Customer and Notifyre. From the Effective Date, these Terms and Conditions create important legal rights and obligations upon Notifyre and The Customer. If The Customer does not agree to these Terms and Conditions, The Customer should not create an account and must not use the Services.

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

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

1.4 Where there is a change to fees or pricing, Notifyre will communicate changes to the registered Account Owner and Billing email addresses provided by The Customer.

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

2. Definitions

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

2.1 **Application to Person (A2P)** means Application-to-Person messaging and refers to text messages sent or received via an application. Notifyre is an A2P software.

2.2 **Account Owner** refers to The Customers’ primary account holder who registered the account and holds full ownership rights to the Notifyre account.

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

2.4 **Carrier/s** refers to upstream telecommunication providers or mobile network operators (MNO's) used by either The Customer or Notifyre to facilitate the Services.

2.5 **Effective Date** is the earliest date on which any of the following occurs: The Customer creates an account, subscribes to a Service, or first uses any of the Services.

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

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

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

2.9 **Letter of Authorization (LOA)** means a legal document completed by an authorized person or owner of the service to transfer services from one provider to another. Notifyre refers to this as The Customer's 'Porting Order'.

2.10 **Notifyre fax** number refers to a number hosted by Notifyre and designated for use with Notifyre's Online Fax Services.

2.11 **Notifyre 10DLC number or Notifyre toll-free number (TFN)** refers to a number hosted by Notifyre and designated for use with Notifyre's Online A2P SMS/MMS Services.

2.12 **Online account** is the unique combination of authentication credentials, user preferences, performance settings, and data that is inherently associated with The Customer upon registration and ongoing use, forming their personalized environment for interacting with Notifyre's services.

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

2.14 **Ported Services** means the fax or SMS numbers transferred to Notifyre for the use of these numbers on the 2.15 **Notifyre** Services in accordance with the Services listed under Section 5. Services.

Services means the Notifyre services provided by Notifyre including but not limited to Fax Send, Fax Broadcasting, Fax Receive, Online Fax Numbers, Fax Number Porting, SMS and MMS sending, SMS Broadcasting, SMS and MMS receiving, 10 DLC/Toll-free/Short Code Online SMS/MMS Numbers, 10DLC/Toll-free/Short Code SMS Number Porting, 10DLC Brand and Campaign Registration.

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

2.17 **System Maintenance Time** means the duration that Notifyre or related carriers is required to perform scheduled or unscheduled maintenance.

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

2.19 **911 Services** means functionality that allows end users to contact emergency services by dialling the digits 911.

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

3. Interpretation

3.1 In these Terms and Conditions, unless the contrary intention appears,

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

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

4. Term and Termination

4.1 With respect to The Customer, these Terms and Conditions are valid upon the Effective Date of the Services provided by Notifyre to such Customer. These Terms

and Conditions will continue until terminated at any time by either party in the form of written notice or account closure.

4.2 These Terms and Conditions, or individually subscribed services, can be cancelled by either Notifyre or The Customer at any time without providing reason for termination. Notifyre shall have no liability to The Customer or any third party because of such termination. If the reason for the termination is due to violation of our [Acceptable Use of Service Policy](#), no refund will be issued. Where applicable, any remaining prepaid values may be refunded in accordance with [Section 13. Refund Policy](#).

4.3 Notifyre requires thirty (30) days prior written notice to cancel toll-free fax number services and international fax number services (numbers outside of the USA). Charges will apply up until the end of the 30-day notice period. The cancellation request must be sent from the registered Account Owner or Admin User email address listed on your account or if otherwise available, cancelled within The Customer's online account.

4.4 Subject to specific service terms, The Customer can cancel their subscription/s at any time via their Online account. Once cancelled, the service will remain in 'Pending Cancellation' status until the expiration of the current subscription period. If a User is unable to access their online account, a written request in the form of an email to support@notifyre.com is required from the Account Owner's nominated email, otherwise, The Customer remains responsible for all activity or transactions generated within their account. Such requests must be received no less than 5 business days prior to the subscription renewal date. Where The Customer requests the cancellation via email, Notifyre will send a confirmation email to The Customer once the subscription has been cancelled. Refer to [Section 12. Financial Terms](#), [Section 13. Refund Policy](#) and [Section 14. Customer Responsibilities and Message Recovery](#).

4.5 The Account Owner can close their Notifyre account at any time via their online account. Upon closing an account, all active subscriptions will be automatically cancelled.

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

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

5. Services

Notifyre will provide access to the following subscribed services.

5.1 Notifyre SMS Send and Receive Services are available via:

5.1.1 the Notifyre secure online account/App

5.1.2 email

5.1.3 API

5.1.4 approved integrations

5.2 Notifyre MMS Send and Receive Services are available via:

5.2.1 the Notifyre secure online account/App

5.2.2 email

5.2.3 API

5.2.4 approved integrations

5.3 Notifyre Fax Send Services are available via:

5.3.1 the Notifyre secure online account/App

5.3.2 email

5.3.3 API

5.3.4 approved integrations

5.4 The Services operate on a prepaid basis, unless otherwise negotiated. Refer to [Section 12. Financial Terms](#). Notifyre will provide the Services to The Customer by enabling The Customer to use the services via the listed methods in 5.1.1 and 5.1.2 or as otherwise available for implementation.

5.5 The per message rate for SMS, MMS or fax can be found in the Notifyre online account/ App or published on the public website. The Customer must have wallet funds available in their account to send messages or to use other available services.

5.6 To use Notifyre's SMS/MMS services, all 10DLC numbers must be registered and approved with The Campaign Registry (TCR). Refer to Section 6. for 10DLC Registration.

5.7 It is the responsibility of The Customer to ensure message content is accurate and includes any mandated information, options or details within the message.

5.8 Notifyre may contain features that allow customers to submit content as part of managing contacts. The Customer accepts liability to ensure the content is accurate, compliant and within the requirements specified in Notifyre's [Acceptable Use of Service Policy](#).

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

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

5.11 Notifyre Contact Groups – In accordance with these Terms and Conditions, Notifyre will provide The Customer with a facility to manage their contacts for SMS and fax sending via Notifyre. The Contact Groups feature is made available on an as is basis. Refer to [Section 14. Customer Responsibilities and Message Recovery](#).

5.12 Fax Services:

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

5.12.2 Notifyre Fax Broadcasting – In accordance with these Terms and Conditions, Notifyre will provide the fax broadcasting service by enabling The Customer to send fax messages to multiple recipients simultaneously. Faxes will be converted and then attempted to be delivered to the designated fax numbers. The Customer is responsible for ensuring compliance with relevant legislation. Refer to [Section 14. Customer Responsibilities and Message Recovery](#).

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

5.13 Notifyre Fax Send charges are calculated as follows:

5.13.1 Each successfully sent fax page is charged at the advertised or agreed rate. Charges may vary. Refer to sections below for additional charges where optional settings or features are enabled. See Fax Send Status Codes for chargeable statuses.

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

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

5.13.4 Charges may vary depending on The Customer's Fax Settings or where optional settings or features are enabled.

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

5.14 Notifyre Fax Receive Service – In accordance with these Terms and Conditions, if a Notifyre Receive Fax service is purchased, Notifyre will provide the Services to The Customer by enabling The Customer to receive fax messages into its designated email address(es) via the Notifyre online account, the App, or API, using the virtual fax number assigned by Notifyre or ported to Notifyre.

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

5.14.2 Notifyre Fax Receive is a monthly subscription-based service. Additional charges apply to incoming fax pages received over the allocated monthly quota. See [Notifyre Fax Plan pricing](#) for details. For additional details on payments, refer to [Section 12. Financial Terms](#).

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

5.14.4 The Notifyre Fax Receive service includes the following number options:

5.14.4.1 You may choose from a pool of readily available fax numbers.

5.14.4.2 You may be able to Port In existing fax numbers from other service providers to a Notifyre Receive Fax service, also known as portability. Portability is subject to carrier types, geographic location, and number restrictions. Refer to Section 11. Number Portability below for terms.

5.14.5 Porting away of a fax number from Notifyre is subject to the type of number hosted on Notifyre and carrier to carrier compatibility. If requested, numbers may be ported away at the termination of service, however, a Porting Fee may apply.

5.15 SMS and MMS Services:

5.15.1 SMS and/or MMS messages submitted to Notifyre for delivery will undergo a validation process. Messages meeting validation requirements will then be sent to the SMS carriers for delivery to The Customer's specified destination number.

5.16 Notifyre SMS Broadcasting - In accordance with these Terms and Conditions, Notifyre will provide the SMS broadcasting service by enabling The Customer to send SMS messages to multiple recipients simultaneously. SMS will be processed and attempted to be delivered to the designated numbers. The Customer is responsible for ensuring compliance with relevant legislation. Refer to [Section 14. Customer Responsibilities and Message Recovery](#).

5.17 Notifyre SMS and MMS Send charges are calculated as follows:

5.17.1 All SMS or MMS messages sent via Notifyre are charged per attempted send of each SMS or MMS message part. See [SMS Send Status codes](#).

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

5.17.3 For MMS, one (1) message can contain a maximum of one (1) file and up to 1000 characters per MMS.

5.17.4 Notifyre Virtual SMS Numbers include unlimited inbound replies. Our Acceptable Use of Service Policy applies.

5.17.5 Notifyre Virtual SMS/MMS Numbers incur a per incoming MMS message part receive cost. See [MMS Pricing](#).

5.17.6 When using SMS personalization & SMS template features, SMS/MMS message part costs may increase depending on the total characters contained in the SMS message and the variation of content/characters merged.

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

5.18 Notifyre Virtual SMS/MMS Number Services - In accordance with these Terms and Conditions, if the Notifyre Virtual SMS/MMS Number service is purchased, Notifyre will provide the Services to The Customer by providing a dedicated virtual SMS/MMS number for the purpose of receiving SMS or MMS messages to the virtual mobile number and additionally allowing The Customer to use this mobile number as its SMS Sender Identification for any SMS/MMS messages sent.

5.18.1 SMS messages received to the Virtual SMS Number service will be processed and forwarded to Customer's designated email address and may be available to access within their Notifyre Online account, App, or API.

5.18.2 MMS messages received to the Virtual SMS Number service will be processed and made available to access within their Notifyre online account, App, or API. Incoming message notifications will also be optionally sent to The Customer's designated email address.

5.18.3 The Customer understands that there is no ability to limit, block or otherwise control MMS messages being received and therefore, the subsequent cost as per above.

5.18.4 The Customer understands that message-sending limits may apply to either The Customer account or at a carrier/ MNO level, Notifyre accepts no liability (including consequential or special damages) for any damages caused by these limits.

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

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

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

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

5.20.3 A free trial may be made available for The Customer to legitimately trial Notifyre Services. Notifyre reserves the right to cancel a free trial with or without reason. See our [Acceptable Use of Service Policy](#).

5.20.4 In the event a Notifyre trial account is created, Notifyre may issue a fax number available. If The Customer activates a paid Fax Receive Plan, they have the option to choose their preferred fax number, order a new number, or potentially port in a number.

5.21 From time to time, Notifyre may offer beta program offering software or services released for beta testing. By accessing the beta program, The Customer agrees to the following [Beta Terms and Conditions](#), in addition to these standard Terms and Conditions.

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

6. 10DLC Registration

6.1 To support The Customer in compliance with A2P 10 Digit Long Code (10DLC) text messaging in the U.S., Notifyre provides The Customer with access to a 10DLC registration process that complies with the requirements of The Campaign Registry (TCR).

6.2 The Customer is required to submit their Brand and Campaigns for approval via the Notifyre online account or other methods made available.

6.3 Notifyre will not accept any liability for the outcome of the TCR's review or use of the 10-digit long number.

6.4 Additional charges apply to use the 10DLC registration facility. See Notifyre [SMS pricing](#) for 10DLC Registration charges fees.

6.5A 10DLC Brand Registration fee applies per Brand registration application. Brand registration is required before submitting a Campaign application.

6.6 10DLC Campaign Fee and Registration fees apply per Campaign registration application.

6.7 A 10DLC Campaign Application Fee applies and is a once-off charge per Campaign Use Case application.

6.8 A The 10DLC Campaign Fee is a monthly charge applied per Campaign. Initially, it is billed for the pro rata portion of the current month, plus a minimum of three months in advance. After this initial payment, the fee recurs on a monthly basis.

6.9 Associated 10DLC registration fees are non-refundable. Refer to [Section 13. Refund Policy](#).

6.10 In addition to the required 10DLC Brand and Campaign Registration fees, The Customer must have an active 10DLC Number Plan and the number linked to the approved Campaign to use SMS/MMS sending or receiving services. See [SMS pricing](#) for details.

6.11 Additional registration-related fees, vetting fees, carrier fees, message fees and non-compliance fees may apply. These fees are non-refundable. Refer to [Section 13. Refund Policy](#).

6.12 Any application resubmission will incur additional costs for the Brand and/or Application fees

6.13 The Customer is responsible for complying with TCR regulations. Any costs incurred due to TCR violations or penalties will be passed onto The Customer. TCR fees and penalty amounts are subject to change at any time.

6.14 Depending on The Customer industry and/or Campaign Use Case, third-party verification or vetting may be required. Additional fees will apply and may be required to be paid directly to a third party. See [Campaign Use Cases](#) and pricing for more details.

6.15 If you have a specific use case, or if you falsify your use cases, you may be fined by upstream carriers. Notifyre reserves the right to pass on any upstream carrier non-compliance fees and/or carrier non-compliant traffic fees.

7. Service Delivery Time

7.1 Once The Customer registers a Notifyre account and the account has been verified; and where relevant, the payment is successfully processed; Notifyre will provision the relevant service/s within our standard service provisioning time frames. Contact Support for estimated provisioning times.

7.2 Notifyre SMS and Fax Send Services – Send services will be available when sufficient funds are available in The Customer’s Notifyre Wallet.

7.3 Notifyre SMS and Fax Schedule Service – The Customer may submit a SMS or fax for sending with the ability to ‘Schedule’ the sending at a nominate time. Notifyre will attempt to process the messages where sufficient Wallet Funds are available.

7.4 Notifyre Fax Receive Services – The Customer may choose an available Notifyre fax number under a fax plan. Once payment is successful, Notifyre will process the number order and make the number available to use. The order times may vary, depending on the location and type of number.

7.5 Notifyre Fax Receive Service with Number Porting – porting times, pricing and eligibility will vary depending on the type of fax number, quantity of fax numbers and the carrier-to-carrier eligibility. Refer to [Section 11. Number Portability](#) for delivery times and additional details.

8. Support Services

8.1 Notifyre will provide Support Services during usual business hours between 9:00am and 5:00pm MST/MDT on U.S Business Days.

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

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

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

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

9. Ownership of Fax Numbers

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

9.2 If The Customer requests to Port Away a number associated to a Receive Plan, limitations may apply where porting is restricted based on geographic area, carrier requirements, or other restrictions. Refer to [Section 11. Number Portability](#). Port Away pricing may apply.

9.3 Upon cancellation of a Notifyre Receive service, all numbers, except those which are requested and available to be ported away will remain the property of Notifyre or ownership may be released to a Carrier.

9.4 In the event that The Customer requests to cancel their Notifyre Receive service associated with a ported-in number and does not wish to port away the fax or SMS number, Notifyre may keep this number for future release to other customers, subject to Section 9.5 below.

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

9.6 If The Customer requires a cancelled number to be reinstated, such number may be reinstated only if it is still available. A reinstatement fee per number per reinstatement applies, please contact us via support@notifyre.com for pricing.

10. Fax Receive Service Quota

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

10.2 The allocated number of included fax pages is per Receive Fax Plan subscription.

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

10.4 Where The Customer receives more fax pages than included in their Receive Fax Plan during their subscription period, any excess of received fax pages is charged at the applicable 'Excess' per received fax page rate. See [fax pricing](#) for details. Refer to [Section 12. Financial Terms](#).

11. Number Portability

11.1 On completion of a SMS or fax number Porting Order, The Customer is agreeing to all Notifyre Terms and Conditions, and this will constitute a binding order by The Customer to request the service/s detailed in the porting order (the "Service/s").

11.2 The Customer acknowledges that they are authorized to make this request for the porting order of the specified SMS or fax number/s. Notifyre will not be held liable for any damages arising from false or fraudulent representation of number ownership.

11.3 Port In Service

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

11.3.2 Porting In of a number to Notifyre is subject to The Customer's existing number carrier and configuration, the acceptance of Notifyre's Terms and Conditions and completed Porting Order.

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

11.3.4 The Customer understands that to port number/s to Notifyre, it must have an active and paid Notifyre Receive Plan and where applicable, porting fees paid in full.

11.3.5 The Customer understands that the service/line with their existing carrier or provider will be terminated upon successful porting of the number/s to Notifyre. The Customer understands it is also their responsibility to maintain any other

services on the account with the existing provider. It is The Customer's responsibility to check any charges with their existing carrier upon completion of the porting process.

11.3.6 The Customer understands that number/s should not be ported if they have additional services connected to the number, including but not limited to Internet, call forwarding etc.

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

11.3.8 The Customer verifies that the information provided in the Porting Order to the extent it relates to The Customer and its' number details are true and correct.

11.3.9 The Customer accepts liability for an incorrect number being provided for porting. In the event it is identified that an illegal port-in has occurred an emergency port away must occur. The Customer is liable any applicable Port Away Emergency Return fees or other fees per number. Refer to Section 11.4.

11.3.10 The Customer understands that they must provide an associated physical address for all numbers. PO Box addresses cannot be accepted for the purpose of porting.

11.3.11 The Customer understands that a number Port Order may be rejected by your or our carrier, for reasons outside of Notifyre's control. It is The Customer's responsibility to ensure the correct 'Billing Telephone Number (BTN)' and 'Account Number' from their existing carrier is correct. It is The Customer's responsibility to also request or conduct any necessary pre-porting number validation as needed.

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

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

11.4 Port Charges

11.4.1 Porting fees and charges may apply to Port In, Porting Rejection, Porting Withdrawal, or Port-Out request.

11.4.2 Notifyre may charge a porting cancellation fee if a submitted porting request is cancelled. The fee charged depends on the time of the cancellation. Contact support@notifyre.com for pricing.

11.4.3 The Customer understands that their existing telecommunications carrier may have charges for porting out their number and/or contract terms for the numbers, and it is The Customer's responsibility to determine this prior to entering

into this agreement with Notifyre. Notifyre accepts no responsibility for any fees and charges by The Customers' existing carrier.

11.5 Porting Service Delivery Time

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

'Simple Ports' may take 7-10 business days to be finalized

'Non-Simple Ports' may take 15-20 business days to be finalized.

Bulk number porting may vary depending on the quantity of numbers, carriers and requirements.

11.5.2 The time frames may vary based on carrier to carrier and/or based on The Customer's number type, configuration, or its associated numbers. Additional delays may occur when porting orders are requested during or across national holidays. Porting dates and times are not guaranteed. Notifyre will make its best effort to accommodate the porting date and time requests.

11.5.3 Porting requests can be processed on Business Days and during standard business hours. Due to carrier availability some national holidays

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

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

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

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

11.6 Porting Away Service

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

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

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

12. Financial Terms

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

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

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

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

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

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

Monthly Billing (Credit Card Only): Notifyre Plans are paid in advance using the nominated credit card on The Customer's account. Payments are processed on a monthly anniversary date based on the original date of purchase. Every number service added thereafter will have a pro-rata charge for the remainder of the first billing period, then be billed on an anniversary months basis on the same billing date as the first plan added.

12.7 Received fax page 'Excess' usage over the included subscription period quota will be charged against the balance in The Customer's Wallet.

12.8 Received MMS messages will be charged against the balance in The Customer's Wallet. It is The Customer's responsibility to ensure funds are

available. Failure to do so may result in messages being withheld or undeliverable to your account.

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

12.9 If a Notifyre SMS or fax number service is cancelled by any means through request by The Customer's, failure to make payment, or otherwise, Notifyre does not guarantee that the same number will be available for reactivation, nor does it guarantee it will continue collecting any messages sent to the cancelled service number. Refer to Section 9. Ownership of Numbers.

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

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

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

13. Refund Policy

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

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

13.3 The included 'Receive Pages' under Notifyre Receive Fax Plans have no cash value. As per [Section 10.3](#) any unused monthly receive page quota does not accrue or carry forward across the subscription billing period. The Customer will not be entitled to any cash refund in the event any unused fax receive pages remain in your account upon termination cancellation of the plan or closure of your account.

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

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

13.6 The Customer is not entitled to any refund for TCR-related 10DLC charges.

14. Customer Responsibilities and Message Recovery

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

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

- a) abusive, harassing, or obscene;
- b) unsolicited;
- c) illegal;
- d) harmful code; or
- e) defamatory or offensive.

14.3 The Customer is responsible for ensuring that all messages are compliant with relevant legislation applicable to the message types and/or location or country of the recipient. The Customer is to exempt Notifyre from third party claims for compensation for damages should the sending of a fax or SMS message be unauthorized. See our [Acceptable Use of Service Policy](#).

14.4 If the Customer is sending 'marketing or advertising faxes' within the United States they must ensure they are compliant with the [Telephone Consumer Protection Act](#) ("TCPA"), Fax Advertising Policy and the Junk Fax Prevention Act ("JFPA"). If sending faxes internationally, the Customer must ensure they comply with governing legislation in the destination country they are sending to.

14.5 The Customer is responsible for adhering to the rules and regulations under the TCPA and JFPA. The Customer must ensure it discloses all required information, including but not limited to, a mechanism to opt out of receiving further messages.

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

14.7 The Customer is responsible for removing any 'opt out' or 'unsubscribed' contacts from their Contact Lists prior to sending. Features may be made available to assist with unsubscribe management, however, The Customer is

responsible for ensuring all data, contact lists and/or numbers are checked prior to any message sending. The Customer is responsible for maintaining lists that are compliant with the relevant legislation.

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

- a) unlawfully;
- b) in contravention of relevant laws, rules, or regulations; or
- d) which breaches in any way, as per Section 13 above.

14.9 The Customer agrees that it is responsible for activating and/or implementing the appropriate security measures and settings for the secure sending or receiving of messages via Notifyre. Notifyre makes available a range of features to enhance account and message transmission security. Notifyre recommends The Customer review these features and activate as required. Notifyre accepts no liability for any such risks that may arise from using features such as 'Auto Delete' on message content.

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

14.9.2 The Customer agrees that when using the Notifyre Broadcasting services, The Customer is solely responsible for testing and checking all details prior to sending.

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

14.9.4 Customer contact lists: Notifyre may contain features that allow customers to manage contact data. The Customer accepts liability and accepts that it has the rights and authorization to distribute to and use contact data.

14.9.5 Notifyre will display SMS and fax message content history within The Customer's secure online account for the period outlined in the Notifyre Service Specifications. After such time, this data may no longer be available or retrievable. Refer to [Section 18. for Data and Privacy](#).

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

14.9.7 If The Customer requires the recovery of information, including but not limited to reports, message data or delivery confirmations already made

available to The Customer, if the information is recoverable, fees and charges will apply. Contact Notifyre for relevant quotes.

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

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

14.9.10 Notifyre accepts no responsibility for fraudulent access to The Customer's Notifyre account. You are responsible for monitoring and managing access to your Notifyre account. We make available additional security features such as two-factor authentication, and recommend such features be activated on The Customer's account.

14.10 Notifyre's 911 address and any number requirements for 911 emergency calling is not enabled. Customer acknowledges and agrees that all of Notifyre's calling services are Internet based and that the 911 calling capabilities, associated with that of calling services are different from those offered by traditional providers of local telephone services.

14.11 Notifyre VOIP calling services are not intended or designed to be able to call in case of an emergency. Where it is identified that an emergency number has been dialled, any penalty incurred will be the responsibility of The Customer.

15. Exclusion; Limitations of Liability; Governing Law; Jurisdiction

15.1 The Customer agrees to defend, indemnify, and hold harmless Notifyre, its members, managers, officers, employees, representatives, and agents, from and against any action, claim, loss, damage, cost, expense (including reasonable legal fees), or other liability arising out of or otherwise in connection with:

(a) the provision or misuse of the Service, including but not limited to, any unauthorized sending of fax or SMS messages; or

(b) a breach of any representations or warranties by Customer in these Terms and Conditions, or

(c) any infringement of intellectual property or other rights of any third parties, or

(d) any violation of any laws or regulations- including but not limited to any violation of any laws or regulations prohibiting transmission of unsolicited fax advertisements.

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

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

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

15.5 Notifyre's entire and cumulative liability to customer, or any other party, for any loss or damages resulting from any claims, demands, or actions arising out of or relating to these Terms and Conditions shall not exceed an amount equal to \$1,000.00. Without limiting and notwithstanding the foregoing, in no event shall Notifyre be liable to customer for any loss of business or anticipatory profits or any indirect, special, incidental, general, exemplary or consequential damages, including lost profits, even if foreseeable or if Notifyre has been advised of the possibility of such loss, damage, or expense. Without limiting the foregoing, customer acknowledges and agrees that Notifyre does not and cannot control the flow of data to or from any phone line or any portion of the internet. Such flow depends in large part on the performance of telecommunication or internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt customer's or other third parties' connections to a phone line or the internet, or portions of the internet. Although Notifyre will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Notifyre cannot guarantee that such events will not occur. Accordingly, Notifyre disclaims any and all liability resulting from or related to such events.

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

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

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

16. Third Party Integrations

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

16.2 Notifyre makes no representation and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such

Third-Party Product, integration, or any contract entered into and any transactions completed by The Customer with any such third party.

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

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

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

17. Online Account, App and Software Use

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

17.2 As per [Section 15.4](#), The Customer understands that it is using the Online Account, App or available software is provided on as 'as is' basis. The Customer is responsible for assessing its suitability for use in line with its business, industry, and legal requirements.

17.3 The App, when used on a mobile device, will require access to photos or files to attach fax files for sending. Notifyre will only access photos and files for the specific purpose of attaching and sending fax messages submitted by The Customer.

17.4 Updates will be automatically published from time to time to enhance and improve Customer's access to Services. At its discretion, Notifyre will endeavour to communicate all major updates to the Online Account, App or software.

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

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

17.7 The Customer must ensure its own security measures are implemented to secure access and/or use of the Online Account, App and associated SMS or fax service available to access via any methods offered by Notifyre.

17.8 The Customer will be responsible for all funds used via the App. See service [Pricing](#) for message charge calculations.

18. Confidentiality, Data and Privacy

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

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

- a) was in possession of Notifyre prior to disclosure hereunder as proven by the written records of Notifyre;
- b) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained;
- c) was disclosed by a third party without breach of any obligation of confidentiality owed to The Customer; or
- d) was independently developed by personnel of Notifyre.

18.3 is otherwise required to disclose to a regulatory authority as required by law.

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

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

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

18.7 Notifyre will store all information required for message processing for at least the period reasonably necessary to fulfill the purposes outlined in these Terms and Conditions unless a longer retention period is required by law.

18.8 Notifyre will store SMS and fax message content for the specified period as per Notifyre Service Specifications or unless otherwise selected by The Customer. The Customer acknowledges that after such time, this data may not be available or retrievable. Notifyre accepts no liability or responsibility whatsoever for any failure or malfunction of content retention, whether or not such failure prevents

you from utilizing the feature, including but not limited to the storage or deletion of any faxes. Refer to [Section 14. for Customer Responsibilities and Message Recovery](#).

18.9 To use our services you will be asked to create an account with Notifyre. When creating an account you are responsible for ensuring that the details are accurate, complete and are kept up to date as required. Requirements may include entering a mobile number.

18.10 By creating an account with Notifyre or Sub User account, The Customer expressly consents to receive information from Notifyre via phone call, SMS/text message and/or email, even if The Customer is listed on any internal state or federal Do-Not-Call Registry list. This is required for the purpose of account validation and to communicate important service information. In which case you may be unable to opt out of said communication.

18.10.1 Communication you may receive include but is not limited to;

2FA alerts, maintenance or system alerts, O-Auth (Open Authorization) or OTP (One Time Password/code) or messages regarding security-related communications.

18.10.2 The Customer may opt-out of receiving additional communications at any time. Opt out records will be kept to meet any legislative requirements.

18.11 Notifyre is committed to complying with international and regional data privacy regulations. This includes, but is not limited to GDPR, CCPA, CPRA and HIPAA Privacy laws. Notifyre maintains the appropriate administrative, technical and physical security measures to help safeguard against malicious use, alteration and unauthorized disclosure of personal data. Our Notifyre employees undergo annual security and privacy training to ensure employees remain up to date on the importance of data and privacy. For further information on how we comply with privacy laws please reach out to our team.

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

You may obtain a copy of our current Terms and Conditions by downloading a copy here or by contacting us.

19. Legal Notices

19.1 California Consumer Notice: If applicable, under California Civil Code Section 1789.3, California customers are entitled to the following consumer rights notice:

Services are provided by Notifyre LLC, 299 S. Main St Suite 1300 PMB 93444, Salt Lake City, UT 84111, USA.

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

If The Customer has a question or complaint regarding the Service, please contact us at support@notifyre.com. You may also contact Notifyre in writing by

post to Notifyre LLC, 299 S. Main St Suite 1300 PMB 93444, Salt Lake City, UT 84111, USA.

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

20. Contact Us

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