

13Text Ltd Privacy Statement:

By using 13Text services, you agree to the Privacy Policy, as well as the Terms and Conditions. The Privacy Policy, as well as the Terms and Conditions, relates to the collection and the use of any personal information that you may supply to us.

We reserve the right, at our discretion, to modify or remove portions of this Privacy Policy, as well as portions of the Terms and Conditions at any time. We recognise the importance of protecting the privacy of information you may provide us. We may amend this Privacy Policy, as well as the Terms and Conditions as and when our business requires it or the law changes. Any changes to this Privacy Policy will be updated on our Web site, so please visit periodically to ensure that you have our most current privacy statement.

Personal Information

Information about our potential clients and or customers is only collected when it is knowingly and voluntarily submitted. For example, your email address is used as a means to communicate important or relevant information on the services provided by 13Text or to answer any requests for information or queries. We will not pass on any information you have given to us, to any third parties unless you have specifically requested us to do so. It is our intention that this policy will protect your personal information from being dealt with in any way that is inconsistent with applicable privacy laws in Australia.

For certain services, such as our advertising programs, we also may request credit card or other payment account information which we maintain in encrypted form on secure servers.

Disclosure

13Text will not sell, trade or disclose to any third party, any private information resulting from the enquiry or registration to 13Text. Except in special situations where we have reason to believe that doing so is necessary to identify, contact or bring legal action against anyone damaging, injuring, or interfering (intentionally or unintentionally) with our rights, property or anyone else who could be harmed by such activities. Also, we may disclose personal information when we believe in good faith that the law requires disclosure. When 13Text engages the use of any other agent, contractors or third parties to perform services on its behalf, 13Text will endeavour to ensure that the company protects your private information in a manner consistent with this policy.

Security

13Text will endeavour to ensure the security, privacy and integrity of any personal information that is submitted to us. Unfortunately, no data transmission over the Internet

can be guaranteed to be totally secure. However, 13Text will endeavour to take all reasonable steps possible to protect any personal information that you may transmit to us. 13Text will not be held responsible for events arising from unauthorised access to your personal information.

Access to Information

13Text will endeavour to take all reasonable steps to keep secure any information that you send us, and to keep this information accurate and up to date. If, at any time, you discover information being held about you is incorrect, you may contact us to have that information corrected. In addition, all employees, contractors or third parties who provide any type of service related to the information held by 13Text, are obliged to respect the confidentiality of the information held by us.

User Communications

When you send email or other communication to us, we may retain those communications in order to process your inquiries, respond to your requests and improve our services.

Links to other Web Sites

Any links that 13Text provides to other Web sites, outside of our Web site (including any third party Web sites) are not under our control, and we cannot accept responsibility for the conduct of the companies linked to our Web sites. Before disclosing any of your personal information on those other Web sites, we advise you to examine the terms and conditions of using that Web site and it's associated privacy and policy statements.

Keywords

All keywords will only be allocated by 13Text to an applicant/company when the applicant/company agrees to and accepts the 13Text Terms & Conditions. By accepting the Terms and Conditions, the applicant/company is deemed to be advising 13Text of their legal right to the use of the keyword. 13Text has the right, at its discretion, to withdraw the use of any keyword with or without notice and without any form of recourse to 13Text.

Liabilities

(a) 13Text's services are delivered over Telecommunications carrier networks, and We are therefore not able to guarantee that there will be no interruptions to service. All services are delivered as best efforts.

(b) Performance of the services are dependant on factors outside of our control, including traffic on and technical difficulties with the internet, telephone networks, SMS and email systems where they apply to your service. In no event will either party be liable to the

other for any consequential special or incidental damages and including without limitation, damages resulting from loss of profits whether based on breach of contract, tort (including negligence), product liability or otherwise. This limitation will apply even if we have been advised of the possibility of such damages. We shall not be obliged to put in place any substitute or alternative service should there be a failure of or delay in providing the service.

Further Privacy Information

For more information about privacy issues in Australia and protecting your privacy, please visit the Australian Federal Privacy Commissioner's web site at <http://www.privacy.gov.au/>