THIS AGREEMENT IS DATED: 2005

PARTIES:
(1) **Wapfly Limited**, incorporated and registered in United Kingdom with company number 4855678, having its registered office at 111 Piccadilly, Manchester, M1 2HY ("the Service Provider"); and
(2) ("the Client")

BACKGROUND:
(A) The Service Provider is willing to provide the Services to the Client on the terms and conditions contained in this Agreement and the Client wishes to resell the Services to its end user customers, such resale to be on terms and conditions entered into between the Client and its end user customers.

OPERATIVE PROVISIONS:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following expressions shall have the following meanings unless the context otherwise requires:
"**Account Information**" - information in the form of statistic reports detailing orders placed by the Client or Customers for the Services;
"**Associated Company**" - the Service Provider's ultimate holding company or any subsidiary thereof ("holding company" and "subsidiary" having the meanings as defined by Section 736 of the Companies Act 1985 as amended by the Companies Act 1989);
"**Commencement Date**" - [the date of this Agreement];
"**Customer**" - an End User or prospective End User who is a customer or prospective customer of the Client;
"**End User**" - a person (usually the owner of the mobile phone) who is the ultimate user of the Services;
"**ICSTIS**" - the Independent Committee for the Supervision of Standards of Telephone Information Services or any other competent successor body or authority;
"**ICSTIS Code**" - any code of practice issued by ICSTIS and in force from time to time in relation to the operation of any of the Services;
"**IVR**" - an interactive voice response system, ie an automated telephony service, used to process orders for Services;
"**Minimum Period**" - the period of 12 months commencing on the Commencement Date;
"**Monthly Charges**" - the monthly charges referred to in clause 7.4, as specified in Schedule 5;
"**Ofcom**" - the Office of Communications or any other competent successor body or authority;
"**PRS**" - premium rate service telephone numbers;
"**PSMS**" - a mobile-terminating premium rate SMS message sent either by the Service Provider to a Customer as a result of an order for Services or sent by a Customer to the Service Provider;
"**Sale**" - an order for any of the Services which has been placed by the Client or a Customer pursuant to this Agreement and for which the Service Provider has received payment in full from its supplier;
"**SMS**" - the short messaging service facility made available by the Service Provider or its suppliers;
"**Services**" - the services to be provided by the Service Provider under this Agreement, as listed in Schedule 1, and any additional services that the parties may agree shall be added to Schedule 1 for inclusion within the scope of this Agreement from time to time;
"**Service Levels**" - in respect of each Service (where applicable), the respective service levels set out in Schedule 2;
"**Set Up Charge**" - the set up charge referred to in clause 7.3, as specified in Schedule 5;
"**Territory**" - those countries listed in Schedule 4, as may be revised from time to time by agreement between the parties; and
"**WAP**" - wireless application protocol.

1.2 References to clauses and schedules are to clauses of, and schedules to, this Agreement, and the schedules are incorporated into and form part of this Agreement.
1.3 The clause and schedule headings are included for convenience only and do not affect the interpretation and construction of this Agreement.
1.4 References to all or any part of any statute or statutory instrument include any statutory amendment, modification or re-enactment in force from time to time and references to any statute include any statutory instrument or regulations made under it.

2 Appointment

2.1 Subject to the terms of this Agreement, the Service Provider grants to the Client the non-exclusive right to promote, market and sell the Services to Customers.
2.2 The Client shall not be entitled to sell or enter into any negotiations or contracts for the sale of the Services on behalf of the Service Provider, or pledge the credit of the Service Provider, or make any contracts or commitments on behalf of, or bind, the Service Provider in any way.

3 Commencement and Duration

3.1 This Agreement shall commence on the Commencement Date and shall run for a minimum of 12 months. The contract is provided on an exclusive basis under which time the client will not contract with any other service provider offering mobile content services.
3.2 Subject to clause 11, this Agreement shall continue in force for the Minimum Period and thereafter shall continue until terminated by either party giving to the other not less than one month's written notice to that effect, such notice to expire on or after the end of the Minimum Period.

4 Provision of the Services

4.1 The Service Provider shall use all reasonable endeavours to make available each of the Services from the date when an order relating to such Service is first accepted (which shall not occur prior to the Commencement Date) until that Service is terminated in accordance with the terms of this Agreement. The Service Provider shall provide the Services directly to Customers, via SMS, PSMS, WAP, IVR or PRS as appropriate.
4.2 The Supplier reserves the right to decline to accept any order for Services placed by any Customer.
4.3 Each Service will be provided in accordance with the terms of this Agreement, and the Service Provider will use all reasonable endeavours to provide each Service in accordance with the Service Levels. The Client acknowledges and agrees that the provision of Services may depend on factors beyond the Service Provider's control including, but not limited to, factors affecting the operation of telecommunications networks used in delivering the Services.
4.4 The Service Provider warrants that the Services will be performed with reasonable skill and care and in material accordance with their descriptions in Schedule 1. The Service Provider does not warrant that the Services will be fault free or free of interruptions.
4.5 The Service Provider may change the conditions or service levels relating to a Service in order to reflect contractual changes imposed upon the Service Provider by its suppliers (including, without limitation, BT, SMS platform providers and mobile phone networks) or any decision, request by or change in the regulatory regime by the relevant regulatory authorities by giving at least 30 days written notice to the Client before the change takes effect.
4.6 The Service Provider may change the relevant tariffs and any other relevant charges for the Services by giving the Client at least 30 days' notice in writing of any changes. The Service Provider may give such notice by email, in which case the notice shall be deemed to have been received at the time of transmission unless the sender receives notification that the email was undeliverable.
4.7 The Service Provider shall not, unless otherwise agreed in writing, be obliged to give Customers any priority over any other customer of the Service Provider with regard to the supply or delivery of the Services by the Service Provider.
4.8 The Service Provider shall be entitled to:
(a) change the technical specification of the Services (provided that such changes do not materially affect the performance of the Services) where necessary for operational reasons, statutory or regulatory requirements;
(b) give the Client instructions
(c) make alterations to any Service. Such alterations may result in disruption to the service although the supplier will use reasonable endeavours to minimize any disruption to the Client, Customers and End Users, and where practicable, the Supplier will give the Client as much notice as possible.
4.9 The Service Provider shall appoint a dedicated Account Manager and Sales Support executive to handle the Client's account.
4.10 The Service Provider shall make Account Information available to the Client on line.
4.11 The Service Provider shall provide the Client with a copy of any relevant codes of practice issued by the Service Provider's suppliers, which the Client is required to comply with under clause 5.7(b).

5 Client's Obligations

5.1 The Client will use the Services in accordance with the provisions of this Agreement and all other reasonable instructions as may be notified by the Service Provider from time to time.
5.2 The Client shall not alter, adapt or modify the Services in any way without the prior written consent of the Supplier.
5.3 The Client shall not use the Services or allow any End User to use the Services:
(a) in a way that is in any way unlawful or fraudulent or that to the knowledge of the Client has any unlawful or fraudulent purpose or effect; or
(b) in connection with the carrying out of fraud or criminal offence against any telecommunications operator; or
(c) to publish, post, distribute, disseminate, send, knowingly receive, upload, download, use or re-use material which is abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, privacy or any other rights; or
(d) in a way that in the Service Provider's reasonable opinion could materially affect the quality of any service provided by the Service Provider; or
(e) to abuse or otherwise violate or infringe the rights (including rights of privacy and publicity) of others; or
(f) to send and receive data in such a way or in such amount so as to adversely affect the network (or any part of it) which underpins any Service or to adversely affect other customers of the Supplier or any End Users.
5.4 The Client shall ensure that the telephone number of the Service Provider's customer helpline for use by End Users in respect of the Services is clearly displayed on the Client's website and on any other relevant advertising material.
5.5 The Client shall:
(a) use its best endeavours to promote, market and sell the Services;
(b) comply with all reasonable instructions of the Service Provider in relation to the promotion, marketing and sale of the Services;
(c) only promote and sell the Services within the Territory;
(d) in its marketing materials comply with all reasonable directions and guidelines in relation to the Services issued by the Service Provider from time to time;
(e) submit to the Service Provider for approval all proposals for publicity for the Services; and
(f) be solely liable for, and for the consequences of, any false, misleading, inaccurate, infringing or other material contained or referred to by the Client in its promotion, marketing and sale of the Services save to the extent that any material contains statements expressly warranted in writing by the Service Provider to be true and accurate.
5.6 The Client shall:
(a) only agree to provide the Services to Customers at the tariffs as notified to it by the Service Provider from time to time; and
(b) clearly display the relevant tariffs in any advertising material and on the Client's website; and
(c) only agree to provide the Services on terms and conditions notified by the Service Provider or (if none) approved by the Service Provider in writing from time to time.
5.7 The Client warrants that it is the registered owner of the domain name of any website which it uses to advertise or promote the Services or it has written and binding authority from the registered owner to use any such website for this purpose.
5.8 The Client shall:
(a) comply with all relevant laws (including the laws of any jurisdiction in the Territory) relating to the promotion, marketing and sale of the Services and the advertisement for sale of the Services (including, without limitation, all applicable laws relating to the operation of websites, all data protection laws and distance selling regulations);
(b) behave ethically and comply with the ICSTIS Code, Ofcom regulations, any relevant codes of conduct issued by competent bodies in any relevant jurisdiction, any codes of practice issued by any of the networks that supply the Service Provider and the terms of any licence applicable to the Client;
(c) reasonably assist the Service Provider to comply with all requirements and conditions at any time imposed on the Service Provider by law in the UK which are applicable to the provision of the Services; and
(d) obtain all necessary permissions and consents from third parties necessary for the provision of the Services.
5.9 The Client shall not hold itself out, or permit any person to hold it out, as being authorised to bind the Service Provider in any way and shall not make any statements or representations or do any act which might reasonably create the impression that it is so authorised.
5.10 The Client shall promptly notify the Service Provider of any change in control of the Client or any changes in the Client's organisation or method of doing business, which might affect the performance of the Client under this Agreement.

6 Provision of Information and Data Protection

6.1 Each party agrees to promptly supply the other upon request with all information and assistance, which may reasonably be required to enable the other to perform its obligations under this Agreement.
6.2 The Service Provider shall make available to the Client a password to enable the Client to access information to which it is entitled under this Agreement and (where appropriate) to change any of the Client's details that have been provided to the Service Provider.
6.3 The Client shall be responsible for keeping its password confidential and shall be solely liable for any breaches of security arising as a result of such password being used by any unauthorised person.
6.4 Where the discharge of the Service Provider's obligations under this Agreement involves the processing of personal data, the Client appoints the Service Provider as the Client's data processor to process the personal data on behalf of the Client for the purposes of this Agreement.
6.5 In providing the Services, the Service Provider shall employ all appropriate technical and organisational measures against unauthorised or unlawful processing of personal data.

7 Financial and Payment Provisions

7.1 The Supplier shall make out payments to the Client in accordance with the provisions of Schedule 5.
7.2 All out payments due to the Client shall be calculated by reference to data recorded or logged by the Service Provider's network provider and not by reference to the Account Information or any data recorded or logged by the Client. The Client acknowledges that the Account Information is for information only and for operational reasons it may not always be accurate.
7.3 In consideration of the provision by the Service Provider to the Client of equipment and software programming to facilitate the launch and sale by the Client of the Services, the Client shall pay to the Service Provider the Set Up Charge in accordance with Schedule 5.

7.4 In consideration of the right to use the Services, the Client shall pay to the Service Provider the Monthly Charges in accordance with Schedule 5.
7.5 The Service Provider shall have the right at any time to revise Schedule 5 upon giving the Client not less than 30 days' written notice. The Service Provider may give such notice by email, in which case the notice shall be deemed to have been received at the time of transmission unless the sender receives notification that the email was undeliverable.
7.6 All charges and out payments in Schedule 5 are exclusive of VAT. All retail rates stated in Schedule 5 are inclusive of VAT.
7.7 The Service Provider shall be entitled but not obliged at any time or times to set off any liability of the Client (howsoever arising and whether any such liability is present or future, liquidated or unliquidated) to the Service Provider against any liability of the Supplier to make payments to the Client, and may for such purpose convert or exchange any currency. Any exercise by the Service Provider of its rights under this clause shall be without prejudice to any other rights or remedies available to the Service Provider under this Agreement or otherwise.

8 Intellectual Property

8.1 Title to and the copyright and all other intellectual property rights (including, without limitation, patents, database rights, moral rights, design rights, domain names, know-how, unregistered designs) and confidential information in the Services shall remain the property of the Service Provider or its suppliers.
8.2 Nothing in this Agreement shall give the Client any rights in respect of any trade names or trade marks used by the Service Provider in relation to the Services or the goodwill associated with them, and the Client acknowledges that it shall not acquire any rights in respect of any trade names or trade marks and that all such rights and goodwill are, and shall remain, vested in the Supplier.
8.3 The Client shall not use the Service Provider s name or any trademarks or service marks without the prior written consent of the Service Provider. If such consent is given, the Client shall submit to the Service Provider for prior written approval copies of all marketing and advertising materials incorporating the Service Provider's name, its trademarks or service marks that the Client proposes to use in its marketing and advertising activities prior to the use of such material.

9 Indemnity by the Client

9.1 Without prejudice to any other remedy available to the Service Provider, the Client will indemnify, defend and hold harmless the Service Provider from and against all claims, demands, actions, proceedings and all damages, losses, fines, penalties, costs and expenses (including, without limitation, legal and other professional advisers' fees) which are made against or incurred or suffered by the Supplier arising out of:
(a) any breach by the Client of this Agreement; or
(b) any misuse of the Services by a Customer; or
(c) any claim by a Customer or End User.
9.2 As a condition of the indemnity in clause 9.1 above, the Service Provider must:
(a) notify the Client promptly in writing of any such claims or legal proceedings upon becoming aware of the same;
(b) make no admission relating to such claims or legal proceedings without the agreement of the Client, which shall not be unreasonably withheld or delayed; and
(c) actively consult with the Client regarding the conduct of any action and have due regard to the Client's representations, and not agree any settlement of such claims or legal proceedings nor make any payment on account of them without the agreement of the Client, which shall not be unreasonably withheld or delayed.

10 Suspension of Services

The Service Provider may (without prejudice to its other rights) suspend the provision of the Services in whole or in part (including ceasing to provide the Services to a specified End User) and for such period as the Service Provider in its sole discretion sees fit, with immediate effect and without liability to the Client:-
(a) to comply with an order, instruction or request of a competent legal or regulatory authority, including Ofcom or ICSTIS;
(b) if the Client does not pay any sum due and owing to the Supplier;
(c) if the Service Provider has reason to believe a Service is being used in a manner which would or might be inconsistent with the provisions of this Agreement;
(d) if the Client is in breach of any of the material terms of this Agreement;
(e) if at any time the volume of PSMS delivered to any facility made available by the Service Provider or its suppliers pursuant to this Agreement is such that it causes congestion; or
(f) for operational reasons or in case of emergency.

11 Termination

11.1 Either party may terminate this Agreement forthwith upon written notice to the other party if:
(a) the other party commits a material breach of its obligations under this Agreement and, in the case of a breach capable of remedy, such breach is not remedied within fourteen days of that other party being specifically required to do so; or
(b) the other party is repeatedly in breach of this Agreement; or
(c) the other party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of its creditors or goes into voluntary or compulsory liquidation (other than for the purpose of amalgamation or reconstruction) or a receiver or administrator or administrative receiver is appointed over its assets; or
(d) anything analogous to any of the events referred to in clause (c) under the law of any jurisdiction occurs in relation to the other party; or
(e) the other party ceases or threatens to cease to carry on all or any substantial part of its business.
11.2 The Service Provider shall have the right forthwith to terminate this Agreement by notice in writing to the Client if:
(a) the Service Provider ceases to be authorised to provide the Services; or
(b) any licence which is required for the Client to resell the Services expires or is revoked or any application for such a licence is rejected; or
(c) in the Service Provider's opinion termination is necessary to avoid any breach of any licence held by the Service Provider in connection with the provision of the Services; or
(d) the Service Provider has reason to believe that the Client is guilty of any conduct which in the Service Provider's reasonable opinion is prejudicial to the Service Provider's interests.

12 Effect of Termination

12.1 Any termination of this Agreement however caused shall be without prejudice to any rights or liabilities of the parties, which have accrued on or before the date of termination, and to the continuation in force of all provisions of this Agreement which expressly or implicitly survive its termination.
12.2 Upon the termination of this Agreement for any reason:
(a) each party shall forthwith return at its cost the originals and any copies of all documents and materials provided to it by the other party and certify in writing to the other party that it has complied with the terms of this clause;
(b) the Client shall cease to promote, market, advertise, sell or solicit Customers for the Services;
(c) the Client shall have no claim against the Service Provider for compensation for loss of agency rights, loss of goodwill or any similar loss (except unpaid out payments due as at the date of termination);
(d) all fees and charges accrued and payable to the Service Provider (but unpaid) pursuant to this Agreement shall forthwith become due and payable;
(e) all out payments accrued (but unpaid) pursuant to this Agreement shall be payable on the usual payment terms as set out in Schedule 5; and
(f) if requested by the Service Provider, the Client shall deliver up to the Service Provider a list of all websites/adverts using the Services.

13 Liability and Exclusion of Warranties

13.1 In entering into this Agreement, each party acknowledges that it does not do so on the basis of, and does not rely on any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
13.2 Nothing in this Agreement excludes or restricts the liability of either party for death or personal injury resulting from its own negligence.
13.3 Subject to clauses 13.4, if due to the Supplier's negligence or breach of contract, a failure or interruption in the Services results in Customers legitimately making a claim against the Client, the Service Provider agrees to reimburse the Client an amount equivalent to the sum paid by the Client to its end-user customers in respect of the period during which the failure or interruption subsists.
13.4 Subject to condition 13.2:
(a) the Service Provider's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited in aggregate to £5,000; and
(b) the Service Provider shall have no liability in contract, tort or otherwise (including liability for negligence or breach of statutory duty) to the Client for any indirect, consequential or special losses or expenses, including but not limited to any loss of revenue, profits, business or contracts.
13.5 All amounts due to be paid by the Client under this Agreement shall be paid in full without any deduction or withholding other than as required by law and the Client shall not be entitled to assert any credit, set-off or counterclaim against the Service Provider in order to justify withholding payment of any such amount in whole or in part.

14 Waiver

14.1 Failure by either party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right on any later occasion.

15 Assignment and Sub-Contracting

15.1 Neither party shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other, (such consent not to be unreasonably withheld or delayed) except that the Service Provider shall have the right to assign or transfer any of its rights and obligations to an Associated Company upon written notification to the Client.
15.2 The Client may not appoint any third party partner, dealer, distributor or agent to promote, market and sell the Services without the prior written consent of the Service Provider, such consent not to be unreasonably withheld. It shall be a condition of such consent that the Client shall ensure that any agreements with third party partners, dealers, distributors or agents include terms and conditions to ensure that such third party partners, dealers, distributors or agents adhere to and comply with relevant terms and conditions of this Agreement.
15.3 The Service Provider shall be entitled to sub-contract any obligations it may have under this Agreement.

16 Severability

16.1 If any part of this Agreement is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

17 Entire Agreement

17.1 This Agreement represents the entire agreement and understanding of the parties in relation to its subject matter and supersedes all prior understandings and representations, whether written or oral, and this Agreement may only be modified if such modification is in writing and signed by authorised representatives of both parties.

18 Partnership

18.1 Nothing in this Agreement shall create or be deemed to create a partnership or joint venture between the parties and neither party shall be responsible for the acts or omissions of the employees or representatives of the other party.

19 Confidentiality

Each party shall keep confidential any information about the content of this Agreement and the respective business affairs of the other party (including, without limitation, technical information relating to the Services and the methods by which they are provided, business models, the list of products and services available from the other party, the names and details of suppliers and customers of the other party, commission payments payable under this Agreement) which may come within its knowledge as a result of this Agreement, and shall not use or disclose any such information except for the purposes of this Agreement, except that a party may disclose such information to its legal and professional advisers, and the restrictions in this clause shall not apply to:
(a) any disclosures required to be made by either party by law;
(b) any information which comes into the public domain, other than as a result (direct or indirect) of the act or omission of the party concerned; or
(c) any information which a party can show was already in its possession prior to disclosure by the other.

20 Third Party Rights

20.1 Nothing in this Agreement is expressly or impliedly intended to confer on any third party any right to enforce any of its provisions pursuant to the Contracts (Rights of Third Parties) Act 1999.

21 Governing Law and Jurisdiction

21.1 This Agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts save that the Service Provider may bring proceedings or seek remedies against the Client before the courts or any competent authority of any country and the Client irrevocably agrees to submit to the jurisdiction of any court or any competent authority in which the Service Provider brings proceedings against the Client under or in connection with this Agreement.

22 Force Majeure

22.1 Neither party shall be liable to the other for any loss or damage which may be suffered by the other party due to any cause beyond the first party's reasonable control such as lightning, exceptionally inclement weather, failure or shortage of power supplies, fire, explosion, industrial disputes, acts or omissions of local or central government or other competent authorities, difficulty, delay or failure in production or supply by third parties, or acts or omissions of network operators.

23 Notices

23.1 Any notice which may be given by either party shall be deemed to have been given if delivered personally or sent by first class pre-paid post (or airmail in the case of an address for service in another jurisdiction), facsimile transmission to an address notified by the other party in writing as an address to which notices may be sent. Any such notice shall be deemed to have been received:
(a) if delivered personally, at the time of delivery;
(b) in the case of first class pre-paid post, 48 hours from the date of posting;
(c) in the case of registered airmail, five days from the date of posting; and
(d) in the case of fax, at the time of transmission.
This Agreement is entered into on the date stated at the beginning of it.

Schedule 1
Services
Single order mobile content service – Allows your customers to purchase items of mobile content as they wish. Payment for this service can be via SMS, IVR or Bt Click and Buy.
Online Stats – Access will be granted to allow the client to view, in real time, statistical reporting of services and usage.
Schedule 2
Service Levels
Please refer to Standard Service Level Agreement
Schedule 3
Service Specific Conditions
Wapfly will integrate in to the clients billing system allowing statistical information to be collated on the clients servers.
Customer Service will be provided within office hours. Out of office hours we have an automated service for the resending of orders.
Schedule 4
Territory
United Kingdom
United States of America
Australia
Ireland
Medium / Long Term -
Canada, Spain, Germany, Holland, France, Italy, Sweden, Belgium, Finland, Switzerland, Austria.
Schedule 5
Charges and Out Payments
1 Out Payments
1.1 For each service the Service Provider will make an out payment to the Client at the rates applicable to the relevant tariffs chosen by the Client, or (if there is no such applicable rate or the parties agree that a different rate shall apply) at rates agreed in writing between the Service Provider and the Client.
1.2 The Service Provider agrees to review the rates payable at 3 monthly intervals. The Service Provider's margin will also be reviewed based on volume of content sold and future endeavours that the client may assist in developing.
2 Frequency of Out Payments
2.1 All out payments will be made by BACS, cheque or via Pay Pal unless otherwise agreed in writing. The Client may select its preferred payment method by logging into the account management section of Wapfly.
2.2 The Client must provide the Service Provider with details of the Client's bank account where appropriate so that out payments can be made. The Client must inform the Service Provider as soon as reasonably possible of any change in its preferred payment method or bank account details.
2.3 The Service Provider will issue by email a statement to the Client within 20 days after the end of each month setting out a calculation of the total amount of out payments which the Service Provider considers to be due to the Client in respect of all Sales in all Territories during that month.
2.4 There shall be no obligation on the Service Provider to make payment in respect of any order that is withdrawn or for which the Service Provider does not for any reason receive payment from the Customer (via the Customer's network provider or the Service Provider's supplier). Table A below sets out the payment terms under which the Service Provider receives payment from suppliers in each Territory.
2.5 The statement shall specify the amount of out payments in Sterling. Payments shall be made in Sterling, euros or US Dollars (as chosen by the Client), unless otherwise agreed in writing. Where the Client chooses to receive payment in euros or in US Dollars, or where the Service Provider agrees to make payment in another currency, the payments due to the Client shall be calculated using the currency conversion rate specified by Lloyds TSB Bank Daily Exchange Rate Service.
2.6 Subject to paragraph 2.8 below, upon receipt of the monthly statement, the Client shall submit its invoice in respect of all Sales to which the statement relates, and the Service Provider shall pay the amount of out payments due to the Client within 30 days of receipt of the Client's invoice. If the Client is VAT-registered, it must clearly state its VAT number on the invoice. Payment of any VAT element of the out payment will only be made against a valid VAT invoice. Invoices may be submitted by fax, post or email, to the following addresses (or such alternative addresses as may be notified by the Service Provider from time to time):
Fax Number: 0845 014 5001
Postal Address: Wapfly Limited, Bank Chambers, Faulkner Street, Manchester, M1 4EH.
Email: accounts.payable@wapfly.com.
2.7 Table A (as referred to in paragraph 2.4 above).

	PSMS	IVR	BT Click & Buy
UK	35 days	35 days	30 days
Australia	35 days	35 days	30 days
USA	60-90 days	N/A	30 days
Ireland	45 days	45 days	30 days

2.8 If the total amount of out payments due to the Client at the end of any month is less that £50, then the Service Provider reserves the right to delay payment of such out payments until the total amount of out payments due is £50 or more. Alternatively, the Service Provider will release payment of the out payment upon payment by the Client of the prevailing BACS charge.
2.9 If an out payment is made in respect of an order which is subsequently withdrawn or in respect of which the Service Provider does not receive payment from the Customer (via the Supplier's network provider), then the Service Provider will have the right to set off the amount of such out payment against any future out payments due to the Client or to reclaim the amount of such out payment by any other means.
Set Up Charge
£0 due and payable within thirty days of the date of the Supplier's invoice.
Monthly Charges
£0 per month, due and payable within thirty days of the date of the Service Provider's invoice.

Out Payments
All out payments are based on a per message or per minute rate.

UK	**PSMS**	**IVR**	**BT Click & Buy**
Java Games	£0.37	£0.40	N/A
True Tones	£0.55	£0.67	N/A
Wallpaper	£0.72	£0.87	N/A
Monos, Polys, Logos & Screensavers	£0.72	£0.87	N/A

Australia	**PSMS**	**IVR**	**BT Click & Buy**
Java Games	£0.30	£0.40	N/A
True Tones	£0.45	£0.40	N/A
Wallpaper	£0.45	£0.40	N/A
Monos, Polys, Logos & Screensavers	£0.50	£0.40	N/A

USA	**PSMS**	**IVR**	**BT Click & Buy**
Java Games	N/A	N/A	N/A
True Tones	£0.28	N/A	N/A
Wallpaper	£0.28	N/A	N/A
Monos, Polys, Logos & Screensavers	£0.28	N/A	N/A

Ireland	**PSMS**	**IVR**	**BT Click & Buy**
Java Games	£0.30	£0.40	N/A
True Tones	£0.40	£0.40	N/A
Wallpaper	£0.40	£0.40	N/A
Monos, Polys, Logos & Screensavers	£0.45	£0.40	N/A

Signed for and on behalf of Wapfly Ltd.

By:

Position: . . . . . .

Signed for and on behalf of client.

By:

Position: . . . . . .