

End User License Agreement for biteSMS

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You may download and use the biteSMS software ("Software") on an iPhone device only for your own use. You must read the Agreement and press the "**Agree**" button and in doing so, you agree to be bound by all of the terms of this Agreement.

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Indemnification

You shall defend, indemnify and hold harmless Delicious Inc and their respective directors, officers, agents, employees and volunteers from and against any and all claims, suits, losses, damages, costs, fees and expenses arising out of or in connection with this Agreement. You shall pay all costs incurred by Delicious Inc in enforcing this provision, including reasonable attorneys' fees and court costs. You agree that under no circumstances will Delicious Inc indemnify you or any other person.

User Submissions

You agree that any material, information or other communication relating to the Software, including all data, images, sounds, text, and other things embodied therein, that you transmit to Delicious Inc will be considered non-confidential ("Communications"). Delicious Inc will have no confidentiality obligations with respect to the Communications. You agree that Delicious Inc and its designees will be free to copy, modify, create derivative works, publicly display, disclose, distribute, license and sublicense through multiple tiers of distribution and incorporate and otherwise use the Communications, including derivative works thereto, for any and all

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Term of the Agreement

This Agreement will commence on the date that you download and install the Software.

Delicious Inc may terminate this Agreement and your right to use the Software immediately should you materially breach any of its provisions or take any action in derogation of Delicious Inc's rights to the Software, including, but not limited to disclosing, modifying, decompiling, translating, disassembling or reverse engineering the Software.

Upon any termination of this Agreement, you agree to immediately stop using the Software and uninstall it from your iPhone device.

General Provisions

If any of the terms, or portions thereof, of this Agreement are invalid or unenforceable under any applicable statute or rule of law, the court will reform the contract to include an enforceable term as close to the intent of the original term as possible; all other terms will remain unchanged. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of any further or future right under this Agreement. This Agreement will inure to the benefit of, and is freely assignable to, Delicious Inc' successors and assignees of rights in the Software.

Governing Law and Jurisdiction

This document is governed by and is to be construed in accordance with the laws in force in New South Wales, Australia.

Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of New South Wales, Australia and any courts that have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

Entire Agreement

This Agreement embodies the entire understanding and agreement between the parties as to the subject matter of this Agreement.

All previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement and shall be of no force or effect whatever and no party shall be liable to any other party in respect of those matters.

No oral explanation or information provided by either party to the other shall affect the meaning or interpretation of this Agreement, or constitute any collateral agreement, warranty or understanding between the parties.

You are advised to **print out a copy of this Agreement** (dated 23rd May 2011), a PDF copy of which is available on our website at <http://www.bitesms.com>