

Terms of Service

These Terms of Service ("Agreement") constitute a legal agreement between you ("User" or "you") and Setuup, a software development company ("Setuup," "we," or "us") regarding your use of the HLU SMS Broadcasting Service ("Service"). By accessing or using the Service, you agree to be bound by the terms and conditions of this Agreement. If you do not agree with these terms, you must not use the Service.

1. Intellectual Property

- 1.1 Ownership: Setuup retains all rights, title, and interest in and to the Service, including all intellectual property rights. This Agreement does not grant you any ownership rights or licenses to the Service, except for the limited right to use the Service in accordance with these terms.
- 1.2 Feedback: If you provide Setuup with any suggestions, feedback, or other ideas relating to the Service, you grant Setuup a perpetual, irrevocable, royalty-free, worldwide, sublicensable, and transferable license to use, reproduce, modify, distribute, and exploit such feedback without any obligation or compensation to you.

2. Account Usage and Registration

- 2.1 User Registration: To access and use the Service, you must register for an account. You agree to provide accurate and complete information during the registration process. You may only register using your own phone number or contact information or the phone number or contact information registered in the name of the company you represent.
- 2.2 Sender ID Usage: You may not use or name a sender ID that you are not affiliated with. You may not use the name of an organization, person, or entity that you are not authorized to represent, employed by, or legally bound to.

3. Acceptable Use

- 3.1 Prohibited Activities: The Service must not be utilized for any illicit or nefarious purposes. You agree that the messages broadcasted through the Service will not contain any vulgar, racist, unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, or otherwise objectionable content of any kind. You further agree not to transmit or broadcast any information that would constitute or encourage conduct that would violate national or international laws.
- 3.2 Compliance with Laws: You are solely responsible for ensuring that your use of the Service complies with all applicable laws and regulations. You agree not to use the Service in any way that would violate the laws of the Republic of Liberia or any other relevant jurisdiction.

4. Termination

- 4.1 Termination by Setuup: Setuup reserves the right to terminate or suspend your access to the Service, without notice, if we reasonably believe that you have violated any provision of this Agreement or if your use of the Service poses a risk to Setuup or any third party.
- 4.2 Account Blocking: In the event of a violation of these terms, conditions, and clauses, Setuup may, at its discretion, block or terminate your account without notice.

5. Modification of Terms

5.1 Changes to the Agreement: Setuup may modify this Agreement at any time by posting the revised terms on the Setuup website or through the Service itself. Your continued use of the Service after the effective date of the modified Agreement constitutes your acceptance of the modified terms.

6. Governing Law and Jurisdiction

6.1 Applicable Law: These terms, conditions, and clauses shall be governed by the laws of the Republic of Liberia, without regard to its conflict of laws principles.

6.2 Dispute Resolution: Any disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in the Republic of Liberia.

7. General Provisions

7.1 Entire Agreement: This Agreement constitutes the entire agreement between you and Setuup concerning the subject matter herein and supersedes all prior or contemporaneous agreements, understandings, and representations.

7.2 Severability: If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired.

7.3 Waiver: The failure of Setuup to enforce any right or provision of this Agreement shall not be deemed a waiver of such right or provision unless acknowledged and agreed to in writing by Setuup.

7.4 Assignment: You may not assign or transfer any rights or obligations under this Agreement without the prior written consent of Setuup. Setuup may freely assign or transfer its rights and obligations under this Agreement.

7.5 Relationship of the Parties: Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, employment, or any other form of legal relationship between you and Setuup.

7.6 Survival: Sections 2, 3, 4, 5, 6, and 7 of this Agreement shall survive any termination or expiration of this Agreement.

Please note that these terms, conditions, and clauses are subject to change without notice. It is your responsibility to review this Agreement periodically for any updates or modifications. Your continued use of the Service after any changes signifies your acceptance of the revised Agreement.

If you have any questions or concerns regarding this Agreement, please contact us at 0777-027-027

By using the HLU SMS Broadcasting Service, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions set forth in this Agreement.

Date of Last Revision: 1st, May 2023