

DIGISMS

SHORT CODE SMS MESSAGING

1 SERVICE OVERVIEW

1.1 Overview

DigiSMS enables customers to use a dedicated 3- or 4-digit Short Code number to send and receive Short Code SMS messages to and from any mobile phone in New Zealand. DigiSMS is a consumption-based and scalable service, which means you only pay for what you use. The easy-to-use web portal allows your teams to interact with your customers, and allows customers to communicate with your organisation via text message.

With a 98% open rate, DigiSMS is a powerful tool to get your message across quickly and in real time, enabling improved employee and customer engagement. Whether it's business continuity planning, alerts or meeting reminders, you can be confident that 90% of your messages are read within 90 seconds.

1.2 Key Benefits:

- **Global Solution:** Messages can be sent to contacts all around the world.
- **Flexible Short Codes:** Multiple Short Code options are available, depending on your needs.
- **Trackable Links:** Shortened, trackable URL links can be included in messages.
- **Pay for What You Use:** Consumption-based pricing, so you only pay for the messages you send.
- **Easy-to-Use Portal:** An easy-to-use web portal for two-way messaging with your customers and staff.

1.3 Access Methods

The service can be used through any or all of the following methods:

Method	Capabilities
Web Interface	• personalised bulk messaging • Automation • Creating groups and contacts • Marketing • Reporting
Email to SMS	• 2-way conversations • bulk sending • Managing SMS directly from your email client
API Integration	• Workflow messaging • Managed and reported in app • Sending messages from contact databases

1.4 Common Use Cases

Popular use cases include:

- Business continuity and emergency alerts

- Appointments
- Billing and payments
- Business communications and notifications
- Competitions
- Customer and marketing campaigns
- Staff rostering

2 PRICING

2.1 Service Charges

DigiSMS uses a consumption-based pricing model made up of a monthly Short Code service fee, a per-message charge and one-off set-up fees.

- All costs will be provided in the proposal agreement or Statement of Work (SOW).

DigiSMS Services	Monthly
Dedicated Short Code Service Fee	Monthly charge per agreement
SMS Messages	Per message charge per agreement
Set-Up Fees	Total
Platform set-up	One-off charge per agreement
Dedicated Short Code set-up	One-off charge per agreement

2.2 Pricing Terms

- You will be charged for your use of DigiSMS at the applicable rates in accordance with your agreement. Charges will be billed to your Digital Island account.
- Digital Island cannot guarantee the delivery of any messages you send using DigiSMS, and you may be charged for any messages sent regardless of whether they are delivered.
- Digital Island may change the charges for DigiSMS on 7 days' notice to reasonably take into account changes in foreign exchange rates and/or changes in the charges that Digital Island is required to pay to third-party service providers.
- All prices are quoted exclusive of GST.

Detailed pricing information, including any potential additional costs for customisations or integrations, will be provided in individual agreements.

3 SUPPORT

3.1 Support Hours and Contact

Digital Island support is available during business hours, Monday to Friday, 8am to 6pm. Faults and requests can be logged by:

- **Phone:** 0800 999 010 (press 2 for Technical Support)
- **Email:** support@digitalisland.co.nz (this automatically creates a support case and emails you the reference number)

- Online: www.digitalisland.co.nz/contact-us/
- Customer Portal: <https://my.digitalisland.co.nz/>

4 TECHNICAL CONSIDERATIONS

4.1 Allocation of Short Codes

A Short Code is allocated to you for your use only. It may not be assigned or transferred. Short Codes are allocated at Digital Island's complete discretion.

To apply for a Short Code, you must complete a Request for Service Form each time you require the allocation of a new Short Code, and ensure that all information provided is complete, accurate and up to date.

Digital Island may approve or reject any Request for Service Form or require further information from the Customer. Once a Short Code is approved and assigned, only the party listed on the form can use the Short Code.

Digital Island may at any time review and withdraw a previously approved Request for Service Form, or immediately block the associated Short Code and related Content, if the information in the Request for Service Form is found to be incorrect or if the Short Code is not being used for the purposes and in the manner described in the Request for Service Form.

For the avoidance of doubt, approval of a Request for Service Form and/or the provisioning of a Short Code by Digital Island shall not be considered an endorsement or approval of the Content of any Message, or a confirmation that the Content and/or any Message complies with relevant industry standards, policies and codes, applicable laws or any other obligation in the Agreement and this Service Schedule.

4.2 Blocking of Short Codes and Content

If at any time Digital Island or any Carrier reasonably believes that your use of the Service, or the Content, does not comply with this Service Schedule, Digital Island may, without limiting any of its other remedies under the Agreement or this Service Schedule:

- require you to take all necessary action to ensure that the Content is no longer made available to End Users; or
- immediately block all or any of the Short Codes allocated to the Customer.

4.3 Access, Passwords and Security

Digital Island may, in its sole discretion, allow you to designate more than one person to use your DigiSMS account and, if so, you may provide and assign access numbers and passwords for each DigiSMS user.

- You are responsible for the confidentiality and use of your access number(s), password(s) and account number.
- You agree and acknowledge that DigiSMS messages may be transmitted unencrypted and that access by unauthorised third parties is possible. Digital Island is not responsible in any way for any such unauthorised access.
- If you choose to disable IP authentication, you accept any risk that this creates and acknowledge that Digital Island is not responsible in any way for any such risk.

4.4 Privacy and Personal Information

Digital Island may share any information we hold about you with our third-party service providers for the purpose of providing DigiSMS.

Details of the privacy policy for this solution can be found in the [DigiSMS platform privacy policy](#).

4.5 Material

DigiSMS will allow you to access material that originates from you or third parties. Digital Island may monitor material made available by you or any third party and remove any material that we consider inappropriate or in breach of any

law or third-party right. We take no responsibility for any material accessible using DigiSMS that does not originate directly from us.

Digital Island is not responsible for:

- ensuring that the information you access or make available through DigiSMS will be private or secure, or free from viruses or other harmful things;
- any transactions you enter into through use of DigiSMS, any dealings between you and any advertisers or other third parties using DigiSMS, or your participation in any promotions;
- any inaccuracies in any material you obtain from DigiSMS, or any loss or damage arising from your use of such material;
- any delay or failure in the receipt of information you select for transmission to any equipment; or
- the deletion of, or failure to store, any data transmitted by you.

4.6 Changes to the Service

Digital Island reserves the right to make changes to the DigiSMS service at any time, and will notify you within a reasonable timeframe. We will notify you of changes by email to the email address you have given us. Notice will be deemed received one day after it is sent.

5 RESPONSIBILITIES

5.1 Customer Responsibilities

Whilst the scope of the DigiSMS service is to provide the services described above, you retain responsibility for:

- providing details of authorised users and maintaining that information;
- supplying true and correct information when logging fault calls; and
- ensuring your recipients have consented to receive communications via SMS.

In addition, you, and every person using your DigiSMS account, will:

- use DigiSMS in a responsible manner and in accordance with our instructions;
- not allow any other party to use DigiSMS or our telecommunications network to receive or transmit material which violates any law or regulation, which is obscene, threatening, menacing, offensive, defamatory, in breach of confidence, in breach of any third-party right (including copyright), or otherwise unlawful;
- not allow others to perform any activity such as cracking or hacking (to circumvent the authentication or security of any host, network, web server or account) or denial of service attacks, or introduce anything (including any virus) that may harm our, or any third party's, equipment or software;
- not use DigiSMS to spam, mail bomb, send chain messages or abusive, discriminatory, defamatory, obscene or malicious messages, publish any offensive or unlawful material, harvest information about others or create a false identity;
- ensure the service is not re-sold to anyone else;
- identify yourself to the recipient as the sender of any DigiSMS message you send;
- only send promotional messages from a Free-to-End-User (FTEU) Short Code, so recipients can opt out free of charge;
- ensure promotional messages describe the method for recipients to opt out of receiving such messages;
- ensure Standard Short Code messages state any costs the recipient will incur by replying to the message;
- keep each username and password assigned to your account secure, and not let them become public knowledge or be stored anywhere on a computer in plain text;
- monitor the use of DigiSMS by any person accessing DigiSMS using any password assigned to them by you, and any other use of DigiSMS by your employees and any other persons under your control;
- provide all equipment necessary to connect to the internet and our network; and
- comply with all applicable laws and our instructions from time to time (as set out in this document or otherwise advised to you).

You acknowledge that you are responsible for ensuring that no unauthorised access to DigiSMS is obtained through your account, and that you are liable for all activities conducted through your account, whether authorised or not.

5.2 Digital Island Responsibilities

Digital Island will:

- Provide the DigiSMS service as described in this Service Schedule.
- Fix faults in DigiSMS, except where faults occur because DigiSMS is used incorrectly or because of an event beyond our reasonable control.
- Keep customers informed of fault and service restoration by providing updates as they become available.
- Notify customers of changes to the service or its charges by email, as set out in this Service Schedule.

6 TERMS & CONDITIONS

Product Specific Terms:

Liability

Digital Island excludes any liability of any kind (including loss of profits or revenue, loss of use, lost business or missed opportunities, wasted expenditure or savings you might have had) arising from:

- the supply of, or failure, interruption or delay in the supply of, DigiSMS;
- the fitness of DigiSMS for any particular purpose;
- the incorrect, inaccurate or delayed transmission of any information or data; or
- your use of DigiSMS.

Digital Island will not be liable for any loss of data or information resulting from delays, non-deliveries, missed deliveries or service interruptions caused by events beyond our control, or by your errors or omissions.

Digital Island excludes any representation or warranty that DigiSMS will be uninterrupted or error-free, that defects will be corrected, or that DigiSMS (or the server that makes it available) is free of viruses or other harmful components.

All other conditions or warranties which may be implied into these terms are expressly excluded to the extent permitted by law. Digital Island will not in any circumstances be liable for direct, indirect, special, punitive, economic or consequential loss, to the extent permitted by law, arising out of or in any way connected with the use or performance of DigiSMS.

Digital Island's total liability to you (if any) arising out of or in connection with the supply of DigiSMS is limited, in respect of any one or more events, to \$100.

Digital Island General Terms:

- You can find our General Terms on our website: www.digitalisland.co.nz/about-us/terms-conditions-home