

## End User License Agreement for biteSMS

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

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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, Paradigm's 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or commitments in relation to, or in any way affecting, the subject matter of this Agreement are merged in and superseded by this Agreement and shall be of no force or effect whatever and no party shall be liable to any other party in respect of those matters.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 5<sup>th</sup> February 2009), a PDF copy of which is available on our website at <http://www.bitesms.com>