

## Terms & Conditions:

The general terms and conditions shall apply to each and all our services in addition to any specific terms and conditions except to the extent, if any, expressly excluded in the specific terms and conditions.

1. BAK2u will not be responsible for any interruption, disruption to or deterioration in the quality, reliability or accuracy of the anti-theft software service or any technical issue that may arise from or in relation to any device or hardware that customer may use with the PhoneBAK software to the device.
2. BAK2u does not warrant that the anti-theft software will be uninterrupted and/or error free.
3. All softwares provided to customers by BAK2u are covered under and subject to the terms of warranty from the relevant PDA, mobilephone manufacturers. BAK2u is not responsible for any defects of the softwares due to manufacturer's or customer's fault and if applicable, any hardware which customers may have installed.
4. Customers shall ensure that the softwares purchased is compatible with their PDA phones/laptop/mobilephone system. Customers shall ensure that their devices are not SIM locked as it may prevent any SMS from being sent out. BAK2u will not be responsible should the device fail to work on the customer's PDA phones/laptop system.
5. BAK2u shall not be liable for any costs, loss or damage (whether direct or indirect), or for loss of revenue, loss of profits or any consequential loss whatsoever as a result of your using of the softwares.
6. SMS services to send out the SMS alerts are subject to network availability, device capability and other conditions. SMS service speed might vary depending on coverage, location and devices used network traffic.
7. You shall indemnify us against all claims that anyone threatens or makes against us relating to your use of our services or due to your breach, negligence or omission.

We may, at any time, amend or delete any of our terms and conditions, suspend or change any of our services. We will give you notice (which may include advertisement, statements, letters, by posting on our website or such other forms as we deem appropriate) of such changes.

Such notice shall state when the changes will take effect and if you continue to use the service after such date, you will be deemed to have accepted the changes.