

SMS Product specific - Terms and Conditions

1. INTRODUCTION

- 1.1. These terms and conditions set out the legal framework for the provision and use of SMS Services provided by the Supplier.

It would be better to refer to the OTP route as a Direct Route.

The wholesale route is used for messages that are not time sensitive but are more of a marketing/notification nature.

On this route, delivery time is not guaranteed as there are multiple hops between us and the network operator. This allows for lower rates per network.

Our direct route is best suited for time sensitive messages, such as one time pins. as it has only one hop to the network operators. This allows for quicker message delivery. As this is an interconnect route however, the rates are always higher than that of the wholesale route.

2. ACCEPTABLE USE

- 2.1. The following actions are not acceptable:

- 2.1.1. No illegal activities: The Customer may not use the services for any activities that the law prohibits, like illegal gambling, illegal competitions, child pornography, or pyramid schemes.
- 2.1.2. No harmful activities: The Customer may not use the services for any activities that could harm someone, like offering fraudulent goods or services.
- 2.1.3. No offensive activities: The Customer may not use the services for any activities that could offend someone, like chain letters or multi-level marketing campaigns.
- 2.1.4. No illegal content: The Customer may not use the services to distribute any content that the law prohibits the distribution of, like pirated software, unlicensed copyrighted content, or other content that infringes other people's intellectual property rights.
- 2.1.5. No harmful content: The Customer may not use the services to distribute any content that could harm someone, like viruses, malware, or other malicious software.

- 2.1.6. No offensive content: The Customer may not use the services to distribute any content that could offend someone, like defamatory, pornography, or other obscene content.
- 2.1.7. No security breaches: The Customer may not use the services to breach any system security.
- 2.1.8. No network abuse: The Customer may not abuse any network connections available to Customer through the Services without permission from the recipient.
- 2.1.9. Enforcement: The Supplier may immediately, in its sole discretion, cancel the Customer's account without prior notice if the Customer's use of the services is contrary to this acceptable use clause.
- 2.1.10. Remedy: The Supplier may remove or change any content that the Customer has uploaded or created that violates this acceptable use clause.

3. ACCEPTABLE SENDING

- 3.1. Electronic messages: The Services allow the Customer to send electronic messages in the form of SMSs.
- 3.2. No spam: The Customer may not use the Services to send spam (unsolicited messages) to any person.
- 3.3. Anti-spam legislation: Any electronic messages that the Customer sends through the services must comply with all applicable laws.
- 3.4. Opt-out: Any electronic messages that the Customer sends through the Services must contain an unsubscribe link that is valid for at least 30 (thirty) calendar days from the date of the electronic message.
- 3.5. Disclosure: Any electronic messages that the Customer sends through the Services must contain any information that the Customer is required to disclose by applicable law, including the End-User's identity, physical address, phone number, or other non-Internet contact information.
- 3.6. Reason: The Customer must inform the recipient of any electronic messages that the Customer sends through the Services the reason why the recipient is receiving the message, in at least the first communication with such recipient, and further meet any requirements that may be prescribed by our Privacy Policy and applicable law.
- 3.7. No third party lists: The Customer may not use the Services to send messages to lists of contact details that the Customer has bought, scraped from the Internet, or otherwise not built by the Customer. Any contact details that the Customer sends electronic messages to through the Services must comply with the requirements of our Privacy Policy.
- 3.8. Enforcement: The Supplier may immediately cancel the Customer's account without prior notice if the Customer sends any electronic messages contrary to this clause.

4. MESSAGE MONITORING

- 4.1. Right to monitor: Although under no obligation to monitor, the Supplier may monitor the Customer's electronic messages and activity on the Customer account and distribute such content within its organisation for the purposes of investigating any violation of these terms or misuse of the Services.
- 4.2. Right to use content: The Supplier may use the content of the Customer's electronic messages to develop tools to help it manage accounts that do not conform to the Supplier's acceptable use clause.
- 4.3. Not private: Electronic messages are not always a private method of communication and the Customer should not use the services to send any confidential information. Server administrators may be able to read the Customer's emails as they move from server to server across the Internet, however, the content of the Customer's emails will not be disclosed contrary to these terms.

5. CUSTOMER DATA

- 5.1. Customer data: The Customer hereby warrants that it is entitled to disclose all Personal Information to the Supplier in terms of this Agreement, in particular the Customer warrants that it has obtained all necessary permissions from the owners of the Personal Information for such disclosure.
- 5.2. Storing Customer data: The Supplier stores the Customer information on its system in accordance with the terms of its Privacy Policy. The Supplier implements reasonable security safeguards and measures to protect the Customer's data that is on its system. The Supplier's Privacy Policy details how the Supplier processes the Customer's personal information and applies to any personal information that Supplier may process as a result of the Services.
- 5.3. Definition of "data" for this clause: For purposes of this clause, "data" will include any of Customer's information that is used and/or stored on the Supplier's system other than personal information (as defined in the Privacy Policy).
- 5.4. Location of Customer data: Customer data may be transferred cross border to enable the Supplier to comply with our obligations under the agreement between us. Reasonable security measures are taken for any transfers of data cross border. You consent to us transferring your data in this way.
- 5.5. Preservation of integrity of Customer data: Both Parties will take reasonable precautions (having regard to the nature of each of their obligations under the agreement), to preserve the integrity of the data and prevent any unauthorised access, corruption or loss of the data.
- 5.6. Return of data: On termination of this Agreement, each Party will return to the other Party all of the other Party's data or information provided for the purpose of the performance of the relevant Service, or otherwise delete such data.

Signature

On behalf of Indian Ocean Telecoms (PTY) LTD

Signed at _____ on the _____ day of _____ 20__

Signature

Full Name

Title

who warrants that he is duly
authorised hereto

On behalf of _____ (Full Company Name)

Signed at _____ on the _____ day of _____ 20__

Signature

Full Name

Title

who warrants that he is duly
authorised hereto