

Bulk SMS Policy

The Terms & Conditions specifies the actions permitted by Company to its users of our services, including SMS and other services which may be introduced in future. Company reserves rights to modify the policy at any time. All subscribers of Our Services, directly or indirectly are required to engage in acceptable use only as per this policy as modified from time to time.

Illegal use

Company may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, and violates export control laws or anti national.

Subscriber conduct

Subscriber shall use Company services for lawful purposes only. Subscriber shall not post or transmit using Company services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give right to civil liability or otherwise violate any law, or which, without the Company express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a Subscriber that in the Company discretion restricts or inhibits any other Subscriber from using or enjoying Company services will not be permitted. Subscriber shall not use Company services to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the Company services.

Subscriber shall not upload, post or otherwise make available using Company services any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with subscriber. Subscriber shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission.

System and Network Security

Violation of system or network security is prohibited, and may result in criminal and Civil Liability. The Company will investigate incidents involving such violations and may involve/will cooperate with law enforcement agencies if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:-

Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network.

Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network

Interference with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks.

Forgery of any identification or obscuring of hostnames, usernames, IP addresses, or any message header information in any data.

Harassing or threatening transmissions

Probing for means of gaining unauthorized access to computers or networks

Introducing or causing to be introducing any computer contaminant or computer viruses into system or network.

Introducing or causing to introduce any pornography material, SMS etc.

Indemnification

Subscribers agree to defend, indemnify and hold harmless the Company, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorney's fees, arising out of the use of Company Services by subscriber or anybody else than the Subscriber, if any.

SMS

It is a condition of use of Company services that subscriber do not post or transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, national or international law; post or transmit any information, software or any other material which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder; post or transmit any information, software or other material, which contains a virus or other harmful component; post, transmit or in any way exploit any information, software or other material for commercial purposes, or which contains advertising. User cannot use any sender Id to send SMS other than his own name, company or firm's name owned or managed by him/her. Using sender Id other then owned by him will cause the termination of account and all credits will be set to zero. A formal complaint will also be lodged (FIR) with the law & order agency.

Sending unsolicited SMS messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited.

Company has no control on the contents of the SMS sent and Company shall not be held responsible/liable directly or indirectly neither for the content of the SMS sent nor for any delay in delivery or non-delivery or for any errors routed by Company through its Bulk SMS.

Company shall not be responsible in any manner due to errors caused on account of internet delays, disconnection, time outs, routing problems etc.

User shall use the facilities provided by Company for delivery of MT SMS that terminates within India only. User also acknowledges that it will not use the capability of sending international SMS through Company Bulk SMS.

User will not send unsolicited SMS (also referred to as 'spamming') to subscribers. All SMS sent by user using Company Bulk SMS must conform to IT Act 2000 and other relevant laws of India. Any violation will be the sole responsibility of user.

User has complete control of the Sender-ID (Alphanumeric or Numeric) of the MT SMS sent through Company SMS and will not misuse this facility. In case it is found that user is misusing this facility by sending a message on someone's name without his/her approval, it shall be treated as a breach of this agreement and the connection will be disconnected forthwith. It shall be sole responsibility of user and Company will in no way responsible for any such message and the subsequent fallout.

Company shall strive to deliver SMS immediately upon receipt from the user. However Company Shall not be responsible for any delay, non receipt of SMS or any other interruption in providing Bulk SMS facility, which may occur due to technical reasons or snags in the system, break down of Bulk SMS or any other equipment, server breakdown, maintenance shut down, breakdown of communication services and such interruption are beyond the control of Company. However, Company acknowledges that it will put in its best endeavours to achieve the best success rate in delivery of the SMS messages so routed through its Bulk SMS.

Cost policy

In consideration of Company forwarding the SMS through its Bulk SMS services, User shall pay the agreed amount per SMS + taxes sent anywhere within India.

Company shall be entitled to charge for all the SMS routed by its Bulk SMS, irrespective of any delay, incomplete message and or non-receipt of the message by the irrespective mobile phone to which such SMS has been forwarded, however, Company bills the SMS only on delivery as per Bulk SMS reports & CDR's. Company will notify any change in tariff to User Company shall raise bills at the time of buying the credits by user. The number of MT SMS submitted by user shall be counted for settlement.

Company shall not be responsible in any manner whatsoever to user or any other third party for delayed, incomplete and non-delivery of SMS due to technical reasons.

- No unsolicited/objectionable message should be sent by user
- Bulk SMS will be sent by user to national customer only.
- Timing decided for sending these SMSs is 9am to 9 pm except time critical messages which should be delivered without delay.
- Nature of content and primary applications to be specified by user

The Bulk SMS rates are subject to change.

In case of change/revision of IUC for inter operator termination charges; these Bulk SMS charge will be revised. User will have to pay the differential amount in order to send non-consumed SMS.

We strictly follow rules and regulation mandated by TRAI, so we request all of our users to strictly follow the rules & regulation of TRAI.

Website : www.nccptrai.gov.in

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