

TERMS OF USE

This is a legally valid agreement that lays out the terms and conditions for the use of all services which comes under **www.cellsms.co.in** Service agreed by you. The usage of the service is limited under all the terms & conditions herewith published. This agreement shall be governed by the rules and regulations of the authorities of the government of India. Please read this agreement carefully. All notices under this agreement will be considered as written and have been duly signed once the same is electronically confirmed.

SERVICE USAGE POLICY

You agree to abide by all applicable local, national and international laws and regulations. You are solely responsible for all acts or omissions that occur under your account, including the content of the messages transmitted through the service. The SMS service that sends/receives messages to/from mobile phones is maintained by TEAM **www.cellsms.co.in**. The utilization of the SMS service is subject to the following Terms of Service.

1. Any illegal use of the SMS service is strictly prohibited.
2. Messages containing sexual, racist or discriminatory content or any such usage of them may be considered as harassment and you are to be held responsible for this. TEAM **www.cellsms.co.in** does not assume any liability for the content of messages sent.
3. TEAM **www.cellsms.co.in** will be exempt from any claim that may arise from third parties as a result of message content.
4. You guarantee that the content of any SMS always respects and does not in any way conflict with fundamental human rights or will follow the norms of Intellectual Property Right laws. (E.g. right to privacy, prohibition of discrimination on any ground such as sex, race, color, language, religion, political or other opinion, national or social origin).
5. You accept that the service is provided for professional use only and you agree not to use it to:
 - Promote alcohol, music, dancing, dating, gambling or deception.
 - Send unsolicited messages (i.e. mobile spam) and to therefore ensure that your messages are only sent to individuals that have given you their permission.
 - Harvest, or otherwise collect information about others, without their consent.
 - Mislead others as to the identity of the sender of your messages, by creating a false identity, impersonating the identity of someone/something else or by providing contact details that do not belong to you.
 - Transmit, associate or publish any unlawful, racist, harassing, libelous, abusive, threatening, demeaning, lewd, immoral, harmful, vulgar, obscene or otherwise objectionable material of any kind. As a general guideline, if your content is not suitable for ages 13+, it most likely goes against our Usage Policy.
 - Transmit any material that may infringe upon the intellectual property rights of third parties including trademarks, copyrights or other rights of publicity.
 - Transmit any material that contains viruses, Trojan horses, worm, time bombs, cancel-bots or any other harmful/deleterious programs.
 - Interfere with, or disrupt, networks connected to the service or violate the regulations, policies or procedures of such networks.

- Attempt to gain unauthorized access to the service, other accounts, computer systems or networks connected to the service, through password mining or any other means.
 - Interfere with others use and enjoyment of the service.
 - Engage in any other activity that Team **www.cellsms.co.in** believes could subject it to criminal liability or civil penalty/judgment.
6. You acknowledge that TEAM **www.cellsms.co.in** delivers SMS messages via major telecom operators and can therefore only influence the delivery transmission of SMS messages within the technical constraints imposed. SMS messages submitted via Internet will be transferred to mobile network providers, provided that the recipient's phone is switched on and doesn't have a full memory and is located in an area covered by its subscribed mobile network provider. You acknowledge that, depending on the recipient's mobile provider service, it may not be possible to transmit the SMS message to the recipient successfully.
 7. You are responsible for the privacy and storage of the user-name and password. You agree that all activities made through your account are legally bonded to you.
 8. TEAM **www.cellsms.co.in** neither claims nor guarantees the availability or performance of this service and accepts no liability for transmission delays or message failures. While TEAM **www.cellsms.co.in** makes every effort to deliver messages promptly.
 9. TEAM **www.cellsms.co.in** doesn't refund the credits for undeliverable SMS messages to you because we cannot guarantee delivery of the SMS messages to recipients due to possible errors. TEAM **www.cellsms.co.in** debits transmitted SMS messages according to its transmission logs. These logs are deemed correct and valid even if the customer has objected to the correctness of the accounting records, except if investigation by TEAM **www.cellsms.co.in** has produced evidence of a technical problem or error.
 10. TEAM **www.cellsms.co.in** reserves the right to exclude you from using this service, refunding you any remaining amount in your account. All purchases must be considered as final, in compliance with our no refund policy.
 11. The SMS account balance is non-refundable and does not bear interest. All the SMS must be used in the validity period from the date of the purchase and no carry forward of the credits will be made unless otherwise defined in a separate contract.
 12. You under take the whole responsibilities regarding the messages sending through **www.cellsms.co.in** services from your account, which are transmitted as per your request.
 13. You shall indemnify and reimburse TEAM **www.cellsms.co.in** all liabilities, costs, losses and damages, in case of any claim brought against TEAM **www.cellsms.co.in** from any third party due to breach of contract.

LIMITATION OF LIABILITY

Whilst we will take all reasonable steps to deliver your messages to recipients as fast as possible, we cannot commit to, or guarantee, a specific delivery time. Such times depend on various network and system-related factors among the various entities involved in the transportation of your messages across the cellular mobile networks.

Furthermore, delivery reports and the originator are operator dependant features and so it is not possible for us to give 100% guarantees for their availability. We recommend that tests should be conducted beforehand when these features are considered to be of high importance.

You acknowledge that as we send and receive text-messages via major telecommunications companies and Mobile Network Operators, our influence over the transmission of your messages is within the technical constraints imposed upon us.

Our responsibility is therefore to ensure that the text-messages you send through the service are processed correctly and delivered to the assigned entity. We are not responsible for the final delivery of the message, as this is out of our control and is the responsibility of the Mobile Network Operator.

SMS that cannot be delivered within the life span allocated to them, either by us or a Mobile Network Operator will be discarded by the Mobile Network Operator, without any notice. We are not liable for any loss incurred by the failure of a message to be delivered and you acknowledge that damages for financial or other loss resulting from delivery failure cannot be claimed from Team **www.cellsms.co.in** .Furthermore, you agree that message contents are deemed to have zero value.

You also acknowledge that text-messages are transmitted unencrypted and that eavesdropping of mobile phone communications, including SMS delivery, by third parties is possible. We also recommend that you ensure sensitive and valuable information is communicated by a number of communication methods.

Furthermore, use of the service and the Internet is at its own risk and that the service is provided 'as is' and 'as available', without any warranties or conditions whatsoever, expressed or implied. We will use all commercially reasonable efforts to make access to the service available through the required access protocols, but make no warranty or guarantee that you will be able to access the service at any particular time or any particular location. Without limiting the generality of the terms set forth, we and our affiliates, agents, content providers, service providers, and licensees

Hereby disclaim all express and implied warranties as to the accuracy, completeness, non-infringement, merchantability or fitness for particular purpose of the service generally, and any content or services contained therein, as well as all express and implied warranties that the operation of the service generally and any contentor services contained therein will be uninterrupted or error-free.

Shall in no event be liable for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of the service generally, and any aspect ancillary thereto; you agree to indemnify us for any third party claims arising from such failures, delays or interruptions in connection with regard to the use of the service.

Notwithstanding anything to the contrary contained herein, the provisions outlined above are for the benefit of Team **www.cellsms.co.in** and its affiliates, agents, content providers and service

providers and each shall have the right to assert and enforce such provisions directly on its own behalf.

MODIFICATION OF TERMS

We frequently update, modify and otherwise continually seek to improve the service and such changes often dictate that we simultaneously modify the terms and conditions of use. As such, we have the right to modify the terms of this agreement and to change or discontinue any aspect or feature of our service, in either case, as it deems reasonably necessary. If you do not agree with any such changes, your use of the service may be cancelled in accordance with the procedures for cancellation set forth in this agreement. You acknowledge your responsibility to review this agreement from time to time and to be aware of any such changes and, should you request, we will be happy to keep you informed if/when such changes take place.

Furthermore, you accept that should there be a contradiction between other specific terms & conditions and these general terms & conditions, the other specific terms & conditions shall apply.

TERMINATION

If at any time you breach the terms & conditions of the service, we may elect to suspend, terminate and/or cancel this agreement and/or recover any damages from you arising from the event(s) giving rise to the suspension, termination or cancellation. We reserve the right to suspend your service at any stage for any reason we may deem necessary to continue to provide any of our services in a way that may be hindered by your status as being our client, your financial status or the content of the messages originating from you.

Upon any such termination, cancellation and/or suspension, you are still responsible for any obligations then accrued. Payment and other obligations under this agreement are not suspended, stayed, or otherwise affected by a suspension of access to / or use of the service (in whole or in part) where said suspension arises from your failure to comply with, or violation of, the terms of this agreement or of any law or legal obligation. Upon termination and/or cancellation, for any reason, you agree to immediately cease using the service and we shall have no obligation to you after any termination or cancellation of this agreement.

You are also free to terminate or cancel this agreement at any time, and for any reason. For such a termination or cancellation to be effective however, you must inform us in writing through email, you will still be under the responsibilities of this agreement for the duration that you used the service and you will cease to have access to the use of any credits that may exist in your account

**Our terms and conditions are subject to change according to TRAI rules and regulations
For More Information please visit:**

<http://ndncregistry.gov.in> or <http://www.nccptrai.gov.in/nccpregristry/>