

WTI LLC

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WY 82009, Wyoming, USA
Reg. no.: 2015-000693891

Represented by:

WTI LLC o.z., odstepny zavod

Address: Svetova 523/1
City, ZIP code: Praha 8, 180 00
State: Czech Republic

Reg. no.: 09828397
VAT no.: CZ685424004
Represented by: Jana Medricka

E-mail: **info@ApiSendSMS.com**
Tel.: **+420 777 166 238**

Bank: UniCredit bank
Account no.: 1401633006 / 2700
IBAN: **CZ2227000000001401633006**
BIC/SWIFT: **BACXCZPP** (resp. BACXCZPPXXX)
The company is registered in the Commercial Register maintained by the Municipal Court of Prague, section A, file 79642

The Provider is not the payer of VAT.

If the Provider becomes the VAT payer, all Clients will be of this fact informed by email/telephone and the adapted Contract including this information will be available to download in the user interface, "User settings" and in the Documents section

(hereinafter the Provider)

[NAME AND SURNAME or NAME OF THE COMPANY]

Address: [address / street] [number / evid. No.]
City, ZIP: [address / city] [address / ZIP]
County: [address / county]
State: [address / state]

Reg. no.: [PLEASE, FILL-IN]
VAT no.: [PLEASE, FILL-IN]
Represented by: [PLEASE, FILL-IN]
Legal subject: [PLEASE, FILL-IN]

Date of birth (if the Client is the individual): [PLEASE, FILL-IN]

Tel.: [PLEASE, FILL-IN]
Email: [PLEASE, FILL-IN]

Variable symbol – Account ID: **Account ID within the system**

User (login) name: [PLEASE, FILL-IN]

VAT payer: [YES/NO]

If the Client becomes the VAT payer, he/she shall inform the Provider about this fact using the Contact form in the User account or via email

(hereinafter the Client)

conclude

The Contract for the provision of the ApiSendSMS Service no. [PLEASE, FILL-IN]

that supersedes and terminates the contract no č.: [PLEASE, FILL-IN, if it is an amendment of the previous contract]

1. Subject matter

1.1. Based on this Contract (hereinafter "Contract"), the Provider undertakes to provide to the Client services to the extent and under the conditions specified in this Contract and in the currently valid General Terms and Conditions for Provision of ApiSendSMS Services (hereinafter "T&C"), Pricelist

for the services and ApiSendSMS (hereinafter "Pricelist") and the ApiSendSMS Complaints procedure (hereinafter "Complaints procedure"), which form the integral part of this Contract and you can find them on www.ApiSendSMS.com. The Client undertakes to pay the price stipulated in this Contract, the Pricelist, the Tariff and the T&C or the Complaints procedure, if it is not, within this Contract, agreed otherwise (within this Contract, it could be agreed namely different price, payments and other conditions).

- 1.2 The Client confirms that he/she became familiar with the texts of the T&C, Complaints procedure or the Pricelist and Tariffs with the effect to the day of signing of this Contract.

2. Specifications regarding the ApiSendSMS Service

2.1 2.1 The ApiSendSMS service is used for mass sending of information SMS via the Client's tariff by direct sending from the ApiSendSMS web interface or via the API interface connected to the Client from its IT system, invoicing of online calls, messages, communication and more from the phone to the ApiSendSMS web environment, contact management and more. Using the ApiSendSMS you can send namely the information SMS (information for customers, citizens, employees and other subjects regarding any action, event or unexpected situation), notification SMS (information for clients and other subjects regarding the statuses of their orders, sending of the login data, information regarding the status of the delivery and many others), gaming SMS (engagement of Client's customers in the interaction with the Client's brand), planned SMS, birthday SMS, marketing campaigns, abbreviated links in SMS. The Service Provider is not responsible for the content and nature of the SMS. **It is the sole responsibility of the Client to ensure and be able to prove its authorization to use the telephone numbers of specific persons (contacts) as personal data.** ApiSendSMS also serves for recording statements including all SMS and voice calls received and sent from the telephone device. ApiSendSMS serves as the web-based address book of contacts including the groups and the Blacklist. ApiSendSMS allows for the import of contacts from your phone. ApiSendSMS allows you to have several send queues and send priorities for different actions, current reports on the status of sent SMS in different queues. ApiSendSMS provides the option of sending via the Reserve queue of your own / backup gateway ApiGate designated for sending SMS in case of malfunction of your phone or tariff.

2.2 2.2 The Provider undertakes to provide the Client with services to the extent defined by this Contract and the Client undertakes to pay the price stipulated here for these services, including any related fees (while the deviating arrangements described in this Contract precede the deviating arrangements included in the Pricelist), whereas the Client expressly states that he/she has read and understood the content of these provisions and their meaning is known to him/her.

3. Tariff for the use of the application and the user account ApiSendSMS

Each user receives a tariff for his/her profile. It represents a monthly tariff plan, which includes limits such as maximum number of end devices, maximum number of queues, limits of sending via the application, limits of access to online and offline records on the device and other connections to other Client's IT systems via API or webhooks, or other limits.

The basic tariffs include START, BUSINESS, CORPORATE and INDIVIDUAL.

The current prices and limits applied in the individual tariffs you can always find on the webpages in the Pricelist section.

4. The Pricelist for messages and SMS – in the case of sending via backup gateway ApiGate

The current prices of individual messages sent via the backup gateway ApiGate to individual countries of the world are always listed on the website in the Pricelist section, or in more detail in the User account in the Prices section.

It is possible to send the messages from the backup gateway Apigate to this countries:

Aland, Azores, Belgium, Bulgaria, Ceuta, Czech Republic, China, Russia, Ukraine, Vietnam, Croatia, Denmark, Estonia, Finland, France, French Guiana, Gibraltar, Guadeloupe, Ireland, Iceland, Italy, Canary Islands, Cyprus (Greek Liechtenstein, Lithuania, Latvia, Luxembourg, Hungary, Madeira, Malta, Martinique, Mayotte, Melilla, Germany, Netherlands, Norway, Poland, Portugal, Austria, Reunion, Romania, Greece, Slovakia, Slovenia, Saint Martin, Spain, Sweden, Vatican, UK, Albania, Algeria, Andorra, Australia, Belarus, Bosnia and Herzegovina, Montenegro, Faroe Islands, Hong Kong, Israel, Japan, South Africa, Canada, Kosovo, Libya, Mexico, Moldova, Monaco, Mongolia, Palestine, San Marino, North Macedonia, Singapore, United Arab Emirates, Serbia, Switzerland, Tunisia, Turkey, USA, Angola, Argentina, Armenia, Azerbaijan, Brazil, Chile, Egypt, Philippines, Georgia, India, Indonesia, Iran, South Korea, Jordan, Kazakhstan, Cuba, Kuwait, Kyrgyzstan, Lebanon, Malaysia, Morocco, Nigeria, New Zealand, Pakistan, Peru, Saudi Arabia, Syria, Tajikistan, Taiwan, Thailand, Turkmenistan, Uzbekistan, Venezuela, Afghanistan, American Samoa, US Virgin Islands, Anguilla, Antarctica, Antigua and Barbuda, Aruba, Ascension, Bahamas, Bahrain, Bangladesh, Barbados, Belize, Benin, Bermuda, Bhutan, Bolivia, Botswana, British Virgin Islands, Brunei, Burkina Faso, Burundi, Chad, Cook Islands, Curacao, Democratic Republic of the Congo, Dominica, Dominican Republic, Djibouti, Ecuador, Eritrea, Ethiopia, Falkland Islands, Fiji, French Polynesia, Gabon, Gambia, Ghana, Grenada, Greenland, Guam, Guatemala, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Iraq, Jamaica, Yemen, South Sudan, Cayman Islands, Cambodia, Cameroon, Cape Verde, Qatar, Kenya, Kiribati, North Korea, Comoros, Costa Rica, Laos, Lesotho, Liberia, Macao, Madagascar, Malawi, Maldives, Mali, Marshall Islands, Mauritius, Mauritania, Micronesia, Montserrat, Mozambique, Myanmar, Namibia, Nauru, Nepal, Niger, Nicaragua, Niue, New Caledonia, Oman, Palau, Panama, Papua New Guinea, Paraguay, Ivory Coast, Puerto Rico, Republic of the Congo, Equatorial Guinea, Rwanda, Solomon Islands, El Salvador, Samoa, Senegal, Northern Mariana Islands, Seychelles, Sierra Leone, Somalia, Sri Lanka, Central African Republic, Sudan, Suriname, Saint Lucia, Saint Helena, Saint Kitts and Nevis, Saint Peter and Miquelon, Sao Tome and Principe, Saint Vincent and the Grenadines, Swaziland, Tanzania, Togo, Tokelau, Tonga, Trinidad and Tobago, Turks and Caicos Islands, Tuvalu, Uganda, Uruguay, Vanuatu, East Timor, Wallis and Futuna, Zambia, Zimbabwe and other countries according to the current Pricelist.

5. The Pricelist for the provision of Services

Our services also include the possibility of IT support, setting up or programming of interconnection components into your systems, the prices for abovementioned items are calculated individually or according to the Pricelist for each started hour.

Unless stated otherwise, all prices in the Pricelist and all categories, in the Prices section or in other documents are always listed without the relevant VAT.

6. Login data – web self-service

The user login name to the system is stated in the Contract header, or the Client himself stated it during registration, if he did not change this name. The password was created during registration, if you do not remember the password, please use the "Forgotten password" section on the login page.

7. The method of invoicing

7.1 The methods of invoicing:

- Automatic: Electronic invoicing and the call for the payment sent via email in the PDF format (free of charge)
- Paper invoice sent by mail (99,- CZK without VAT for each sent document)

7.2 The possibility of regular invoicing for the previous month is allowed only for governmental institutions and authorities (so-called Postpaid) and is charged with the one-time activation fee of 990,- CZK (without VAT).

8. Miscellaneous

8.1 In the event of a delay in the payment of the price on the part of Client, the Provider has the right to demand payment of a contractual penalty in the amount of 0.1% of the amount due, for each day of delay, and further also the payment of the payment of default interest in the amount provided for by law.

8.2 8.2 The Parties have further agreed on the following conditions for the provision of the Service (whereas the deviating provisions set out in this Contract prevails over the different arrangements set out in the T&C), or in the Addendum.

8.3 The contracting parties have further agreed on a minimum period of use of the service of 6 months.

9. Concluding arrangements

9.1 Legal relations not regulated in this Contract, the T&C or the Complaints procedure, but arising from it, are governed by Act No. 89/2012 Coll., The Civil Code, as amended.

9.2 This Contract may be amended by mutual agreement of the Parties, with the possibility of written form and with the ascending numbered amendments to this Contract concluded in paper form, or contracts replacing the original contract.

9.3 The Contract shall enter into force on the date of its signature by both Parties and shall be made in two copies, each with the validity of the original, while each Party receives one copy. In the case of concluding the Contract by means of distant electronic communication, by registering the Client in the ApiSendSMS system and agreeing to all T&C, the Contract shall enter into force on the day of the given registration.

9.4 The Client expressly states that he has read the content of this Contract and that all provisions and their meaning stated herein are understandable to him/her. The Client confirms that prior to concluding this Contract, he had the opportunity to ask the Provider about the meaning of any term specified in the Contract, T&C or Complaints procedure.

9.5 The Parties state that they have read the Contract, agree with its content and on the witness of their consent they sign this Contract.

In Prague on [PLEASE, FILL-IN]

WTI LLC, o.z.
(Provider)

In Prague on [PLEASE, FILL-IN]

[PLEASE, FILL-IN]
(Client)