

Instructions on the right to withdraw from the Contract and the template form for withdrawal from the Contract

Withdrawal from the Contract by the consumer, if the Contract was concluded by means of distant communication or outside the usual business premises of ApiSendSMS

In connection with the concluding of the Contract for the provision of the electronic communication services (hereinafter „Contract“) between the WTI LLC, reg. no.: 2015-000693891, 2232 Dell Range Blvd Ste 245, Cheyenne, WY 82009, Wyoming, USA represented by WTI LLC o.z., odstěpný zavod, Reg. n.: 09828397, with registered address Svetova 523/1, ZIP 180 00, Praha 8 - Liben, Czech Republic, data box: u9d5r2x, registered in commercial register maintained by the Municipal Court of Prague, section A, file 79642 (hereinafter "WTI LLC" or „ApiSendSMS“) and the Client (hereinafter „Client“), the Client is given with these Instructions on the right to withdrawal from the Contract.

Client has the right to withdrawal from the Contract according to these Instructions, only if he is the consumer a if the Contract with ApiSendSMS was concluded using the means of distant communication or outside the usual business premises of ApiSendSMS. The right of the Client concerning the termination of this Contract due to other reasons according to the legal provisions remains unaffected. The term “customer” means every person who, outside of the scope of his/her business activity or his/her self-employment, concludes the contract with the ApiSendSMS, or is carrying out the negotiations concerning this contract.

Below, ApiSendSMS also provides the Client with a sample withdrawal form that the Client may use in the event of withdrawal from the Contract, but is not obliged to do so. It is valid from 1. 1. 2022.

1. Instructions on the right to withdraw from the Contract

- 1.1 You have the right to withdraw from this Contract within 14 days without giving a reason.
- 1.2 You have the right to withdraw from this Contract without giving a reason within 14 days from the day following the day of concluding the Contract. If the subject of the concluded Contract is the obligation of ApiSendSMS to deliver the goods to you, or several types of goods or several parts of the goods, then you even have the right to withdraw from the Contract without giving a reason within 14 days from the day following the day you or your designated third party (other than the carrier) takes over the last delivery of goods.
- 1.3 If ApiSendSMS provides you with information, in electronic or paper form, pursuant to Section 63 (1) of the Electronic Communications Act and on the Amendment of Certain Related Acts No. 127/2005 Coll. later than at the conclusion of the Contract (or in the event that the subject of the concluded Contract is the obligation of ApiSendSMS to deliver the goods, or several types of goods or several parts of the goods, later than the day when you or a third party other than the carrier takes over the last delivery of goods), the period of 14 days for withdrawal from the Contract starts on the day following the day of submission of this information.
- 1.4 1.4 For the purposes of exercising the right to withdrawal from the Contract, you must inform ApiSendSMS of your withdrawal from this Contract at the address WTI LLC o.z., Complaints department ApiSendSMS WTI LLC o.z., Svetova 523/1 180 00 Prague 8, or via email: info@ApiSendSMS.com, the contact form in the user interface, as an unilateral legal act (e.g., with the letter sent by mail or via email, or at the best to the data box with the ID u9d5r2x). You can use the attached template form, but you are not obliged to do this.
- 1.5 In order to comply with the deadline for withdrawal from this Contract, it is sufficient to send the withdrawal from the Contract before the expiration of the relevant period.

2. The effects of withdrawal from this Contract

- 2.1 2.1 If you withdraw from this Contract for the delivery of the goods, we will return to you without undue delay, no later than 14 days from the date of receipt of your notice of withdrawal from the Contract, all payments we received from you, including delivery costs (excluding additional costs arising from the delivery method chosen by you, which differs from the cheapest standard delivery method offered by us). Unless you expressly stated otherwise, we refund you with the same payment method you used for the initial transaction. In no case will you incur additional costs. We will refund your payment only upon receipt of the returned goods, or if you prove that you sent the goods back, whichever comes first.
- 2.2 You shall return the goods without undue delay and within 14 days from the day when the withdrawal from this Contract occurred, or you shall hand it over at the address WTI LLC o.z., Complaints department ApiSendSMS, Svetova 523/1, 180 00 Prague 8. The deadline is considered to have been met if you send the goods back to us before the expiration of 14 days. You shall bear the direct costs associated with returning the goods. The nature of the ApiSendSMS property, which you are obliged to return upon withdrawal from the Contract, does not prevent this property from being returned by regular mail. You are only responsible for the reduction in the value of the goods as a result of handling the goods in a manner other than that which is necessary to become familiar with the nature and characteristics of the goods, including their functionality.
- 2.3 You may not withdraw from the Contract for the provision of Services, if their performance was commenced with your consent before the expiration of the period of 14 days from the conclusion of the Contract, registration or acceptance of the performance.
- 2.4 You may not withdrawal from the Contract even in other cases stipulated by law, i.e. namely if it concerns the Contract for the delivering of goods adapted to your wishes or for you.

2.5 The Client shall expedite the process of withdrawal from the Contract by delivering the received performance to the above address WTI LLC o.z., Complaints department ApiSendSMS Svetova 523/1, 180 00 Prague 8, together with the issued invoice (if it was delivered from ApiSendSMS to the Client) and stating the number of the bank account or any other method designated for refunding the Client.

Template form for the withdrawal from the Contract

(fill-in this form and return it, only if you want to withdraw from the Contract)

(*) Cross out the unapplicable items or fill-in the details

Notification of the withdrawal from the Contract

To: (WTI LLC o.z., Complaints department ApiSendSMS, Svetova 523/1, ZIP 180 00, Prague 8 or email: info@ApiSendSMS.com or the databox with ID: u9d5r2x)

Hereby, I/we notice (*), my/our (*) withdrawal from the Purchasing contract for this goods (*) / the Contract for the provision of services(*):

Order date (*) / delivery date (*):

Name of the customer(s):

Address(es) of customer(s):

Date:

Signature:

With his/her signature, the Client is confirming that he/she took over these Instructions on the right to withdraw from the Contract and the template form for withdrawal from the Contract, on the day of:

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Signature: