Pak Software House & Developers (Private) Limited

NTN: 7554774-3 Ref No: _____

Terms and Conditions

ETHICS

Unethical messaging is forbidden by SMS 4 PARENTS / SMS 4 Connect / Outreach / Virtual School / verify me or any other portal provided by PAK SOFTWARE. Unethical messaging includes (but is not restricted to) communications which: are pornographic, or which include sexually explicit content; include offensive text or images; incite hatred, whether based on race, religion, gender, sexuality or otherwise; demonstrate gratuitous violence or promote, encourage or facilitate violence; promote, encourage or facilitate terrorism or other activities contrary to any nation's security; discriminate against any specific social group or otherwise exploit vulnerable sections of society; promote, facilitate or encourage illegal activity; are misleading, defamatory, or that contain illegal, or otherwise actionable content; infringe individual privacy; put the welfare of children / client at risk; or bring SMS 4 PARENTS / SMS 4 Connect / Outreach / Virtual School / verify me or any school /organization into disrepute.

All account actions are logged and deemed to be the responsibility of the account holder. It is your responsibility to ensure that your login details remain secure and that your account is not used by any other person.

CHANGES & AMENDMENTS (COST, TAXES)

PAK SOFTWARE reserves the right to amend the prices and rates quoted on its website without any prior notice. However, once payment has been made for a service future price changes will not affect that service.

SERVICES

Delivery of messages is largely dependent on the effective functioning of network operators, cellular networks, network coverage and the SMS recipient's mobile handset. However, PAK SOFTWARE shall make all reasonable endeavors to ensure uninterrupted and continued use of the service.

The Services shall be provided in accordance with PAK SOFTWARE s standard terms. It is further agreed that under no circumstances shall PAK SOFTWARE will be liable in any respect and for whatever cause (including but not limited to a breakdown or congestion in Telecom's network) for any delay or deficiency in Services. The Company acknowledges that PAK SOFTWARE does not warrant that the messages sent through the use of Services shall be transmitted within any specified time period.

Date: _____

Phone
+92-310-2229997

Email
info@paksoftware.pk
sales@paksoftware.pk
support@paksoftware.pk

Address
No. 850, St. 09, Phase. 4C/2,
Ghauri Town, Islamabad

NTN: 7554774-3 Ref No: _____

USAGE & PURPOSE

Unsolicited / spam messages are prohibited. Neither operator nor PAK SOFTWARE will be responsible for the consequences of unsolicited / spam messages. Client will be solely responsible for damages or losses occurred due to unsolicited or spam SMS.

The Company shall utilize the Services only in relation to its genuine employees, associates and customers, and shall not use the Services to send unsolicited advertisements or spam messages. In addition, the Company shall also maintain records proving prior consent and approval either in written or soft of all intended recipients. The Company shall also fully indemnify and hold PAK SOFTWARE harmless in respect of any claims by third parties in this regard.

Company shall provide full indemnity to PAK SOFTWARE against any law suit or any form of claims from third parties resulting from the usage of the Service by the Company. It is the legal obligation of the Company to ensure. Content of the messages are not blasphemous, racist, explicit or unacceptable in any manner as per the laws of Pakistan, and any other applicable laws. Prior approval from the recipients of the messages has been received by the Company. Company will take necessary measures to remove any MSISDN from recipient list in case the end user complains about spamming etc. PAK SOFTWARE will provide such MSISDNs if reported directly to PAK SOFTWARE;

PAYMENT

Payment must be made by crossed bearer cheque in the name of PAK SOFTWARE.

PRIVACY

We promise that a user's phonebook, message contents and telephone numbers in the address book belong exclusively to that user and will not be disclosed to any third party without the user's written permission. The user is responsible for protecting his or her login ID and password; PAK SOFTWARE accept no responsibility for misuse of account details or the account.

REFUNDS

Any amount paid for any service is non-refundable.

Date: _____

MASKING RULES

Masking may be activated after approval under terms and conditions. SMS Masking may have a maximum of 11 characters, with no spaces or special characters allowed.

USER STATUS

It is the client's responsibility to ensure inactivation or deletion of client executive status as soon as it is no longer required; PAK SOFTWARE takes no responsibility for client executive status or use.

TERMINATION OF ACCOUNT

PAK SOFTWARE reserves the right of TERMINATION of services on violation of the Terms and Conditions. Terms and Conditions. Both Parties have right to terminate the agreement by serving 30 days' notice period.

Without prejudice to any of its other rights under this Agreement, PAK SOFTWARE may immediately suspend this Agreement upon written notice if:

- Company's activities affect PAK SOFTWARE's reputation or interest;
- Non-compliance to PTA's applicable code of conduct by the Company;
- Company fails to comply with any of its obligations under this Agreement and standard agreement;

The Company shall fully indemnify and defend PAK SOFTWARE, its president, officers, directors, employees, representatives, agents and affiliates against any demand, suit, action or proceeding based on or arising out of a claim brought by a third party; (a) alleging any misuse or unauthorized use of copyrights

and other proprietary rights in relation with the content of the messages; or (b) alleging infringement in any manner of any copyrights and proprietary rights of a third party by the Company in connection with the Services; or (c) caused by Company's acts or omission in connection with this Agreement;

Date: _____

(d) any legal or regulatory compliance issue resulted due to Company's usage of Services. Terms and conditions are subject to change without prior notice and the latest copy will be available on request.

PAK SOFTWARE is not responsible for any commitments made any other portal / services or software etc. provided by PAK SOFTWARE.

TERM OF SERVICE

_____ agrees to purchase and use SMS from only PAK SOFTWARE for next _____ year/s for corporate SMS broadcast / sending or execution. No other vendor / supplier or company / entity or person will be used by_____ for SMS services except PAK SOFTWARE in the agreed period of time (stated above).

We authorize PAK SOFTWARE to register masking _____ as per regulations with any telecom operator.

We have read, understood and accept the terms and conditions

Organization Name

Name Signature Date

Date: _____