



## Terms of Use -“GOODPICK Marketing Private Limited”

The Terms & Conditions specifies the actions permitted by Provider Company to its users of our services, including SMS and other services which may be introduced in future. Company reserve right 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.

### A. Illegal Use

The Services of the Provider 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 authorisation, and material that is obscene, defamatory, constitutes an illegal threat, violates export control laws or anti national. The provider company will not be held LIABLE for use of any Stolen Property by its users.

### B. 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.

### C. System and Network Security

Violation of system or network security are 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 introduced any computer contaminant or computer viruses into system or network.
- Introducing or causing to introduce any pornography material, SMS etc.

## **D. 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.

## **E. Bulk Messaging & Service**

It is a condition of use of Company services that subscriber do not post or transmit any unlawful, threatening, abusive, libelous, 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 than 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 SMSC.

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

Company shall not be bound to contain SMS delivery reports data for any previous days rather than current day. In case of hardware failure or any unexpected technical failures of storage devices, Company shall not be responsible for SMS delivery reports data.

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 SMSC.

User will not send unsolicited SMS (also referred to as 'spamming') to subscribers. All SMS sent by user using Company SMSC 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 be 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 SMSC facility, which may occur due to technical reasons or snags in the system, break down of SMSC 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 endeavors to achieve the best success rate in delivery of the SMS messages so routed through its SMSC

## **F.** **Cost policy**

1. In consideration of Company forwarding the SMS through its SMSC, User shall pay the agreed amount per SMS + taxes sent anywhere within India.
2. Company shall be entitled to charge for all the SMS routed by its SMSC, irrespective of any delay, incomplete message and or non-receipt of the message by the irrespective mobile phone to whom such SMS has been forwarded. Company will notify any change in tariff to User
3. 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.
4. Service Taxes would be as applicable, currently@15.0%.
5. User agrees to pay the bill amount immediately when sent by Company. Such payments shall be in Indian Rupees (INR)
6. The bill generated by Company shall be the conclusive proof of the SMS sent by SMSC of Company and the same shall be honored by user, however in case of any anomaly found by user, he will present its statistics and both parties will resolve the anomaly.
7. 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.
8. No unsolicited/objectionable message should be sent by user
9. Bulk SMS will be sent by user to national customer only.
10. Nature of content and primary applications to be specified by user
11. The Bulk SMS rates are subject to change by Company / telecom Operator/ TRAI or Telecom Ministry.
12. In case of change/revision of IUC for inter operator termination charges; these bulk SMS charge will revised.
13. All commitments by company to user are based on current policy imposed by Company / telecom Operator/ TRAI or Telecom Ministry. In case of any change in the policies, Goodpick Marketing Pvt Ltd (company) would not be pay any type of claim to user / resellers / channel partners.

## **G.** **Refund Policy**

Before starting any relationship with us we advise you to test our services. We do not offer any refund of money at any stage or at any condition once the transaction has done unless Company agreed.

In case, Company agreed to refund money it will take 60 to 90 days but not more than that from the date of request received by Company through e-mail (registered with the Company) or by regular post. All charges like monthly fee (pro-rata basis), sms charges, 10% processing charges will be deducted from the refundable amount.

### **About These terms:**

These terms control the relationship between GOODPICK and you. They do not create any third party beneficiary rights.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

Any disputes arising out of or relating to these terms or the Services must be subjected to Delhi court only. All claims arising out of or relating to these terms or the Services will be litigated exclusively in Delhi Only.

-----X-----