

## SCARPEL TELECOM'S TERMS OF USE

### 1. INTRODUCTION

**SCARPEL LIMITED** is a company that provides text messaging services to legal entities and individuals through the URL #CWEBSITE# (which, together with its sub-domains, content and services, is the "Site"). Our Service allows the creation of text messages, their management and dispatch to individual recipients (MT Messaging), along with the receipt and management of text messages sent from handsets (MO Messaging). We can also help you with our number lookup service, which provides mobile network information about subscribers via HLR.

When you create an account by completing the registration form on #CWEBSITE#, you agree to these Terms of Use. You also confirm that you are at least 18 years of age. If you use our services for business purposes, that business will be bound to the Terms outlined below.

### 2. CREATING AN ACCOUNT

To start using the Services of **SCARPEL LIMITED**, you need to register, choose a username and set a password. When you do this, you must provide us with complete and accurate contact information (please see how we will use your personal data in our Privacy Policy). If any of your information changes during the Term, you should update it in the Account or notify us about it at [info@scarpeltele.com](mailto:info@scarpeltele.com)

We may refuse Service if we find out that the personal information provided while registration is false and/or you do not meet the requirements.

### 3. TERM

The Term begins when you sign up for an Account ("Account") and continues as long as you use the Service. Clicking the button and entering your username means that you've officially "signed" the Terms. If you sign up for **SCARPEL LIMITED** on behalf of a company or other entity, you represent and guaranty that you have the authority to accept these Terms on their behalf.

### 4. CLOSING/SUSPENDING AN ACCOUNT

You may terminate this Agreement at any time by emailing us to [info@scarpeltele.com](mailto:info@scarpeltele.com) or sending a message to the support team in the Account. In this case we will block your Account and refund your balance if is more than 5 EUR/USD, as stated in our Refund Policy.

We may terminate or suspend this Agreement with a prior email notice to you

- if you provide us with false personal information and/or you are under eighteen (18) years old;
- if you fail to pay money that you owe us;
- if we are required to do so by law or if we believe that you are breaking or may break any applicable law or regulations;
- if you don't comply with the Terms;
- for scheduled downtime to allow us making modifications to any service or conducting maintenance;
- if we cannot deliver you the Service due to circumstances beyond our control.

Please note that we will not refund or reimburse you any money remaining on your Account if we terminate the Agreement because of your violation of applicable laws and regulations or your material breach of this Agreement.

## **5. CHANGES IN TERMS**

We may change any of the Terms by posting revised Terms of Use on our Site and/or by sending an email to the last email address you gave us. The new Terms will be effective immediately and apply to any continued or new use of SCARPEL LIMITED Account. We may change the Site, the Service, or any features of the Service at any time.

## **6. ACCOUNT CREDENTIALS**

You're responsible for all the activity on your account, and for keeping your password confidential. If you find out that someone's used your account without your permission, you should report it to [info@scarpeltele.com](mailto:info@scarpeltele.com).

SCARPEL LIMITED also recommends you change your password at least once every three months for security reasons.

## **7. PAYMENT**

We don't charge you a subscription fee. You will pay only for

- the messages you have sent (MT Messaging);
- the acquired short and long codes (if you use MO Messaging);
- the sender ID registration if applicable, according to mobile operators' requirements;
- HLR requests.

### **7.1. MT Messaging/HLR Requests**

We charge for the messages and/or HLR sent from your Account and subaccounts (if there are any) according to the price list available in the Account.

We may change these prices at any time. A notification will be immediately sent to the email specified in the Account contact information.

Please note that one message may consist of several SMS segments that are reassembled into a single long text message by the recipient handset. The price is set for each SMS segment as for a separate message.

We charge for each message sent, whether it is delivered or not, because most delivery failures are for reasons beyond our control. However, we will refund you in cases where the failure has been confirmed to be due to mobile operator's manifest error, as set out in our Refund Policy.

### **7.2. PRE-PAY PAYMENT MODEL**

Unless you have signed a Service Addendum, you will be a pre-pay customer. That means you must top-up your Account balance before using the Service.

You can transfer us money via payment processing systems available in the Account such as PayPal or Skrill. In this case, your Account will be topped up automatically within several minutes. We are not liable for any losses or damages suffered due to the use of these electronic payment systems; you should contact the support team of the electronic payment system if you cannot make a payment or your payment has failed.

You can also request an invoice and make payments to our bank account; in this case we will add the money to your Account balance within several days after we have received the money or proof of payment.

If VAT is applicable it will be added to the invoices at the relevant rate.

Both SCARPEL LIMITED LTD and you bear the costs imposed by their own banks when making and receiving payments under the Agreement.

### **7.3. POST-PAY MODEL**

We may sign a Service Addendum with some of our customers and switch to a post-pay model. In this case we agree on a credit limit set for the account with the customer.

The billing period is one calendar month, unless otherwise stated in the Service Addendum.

We will calculate the amount spent for the billing period by reference to data recorded or logged by us and not by reference to any data recorded or logged by you.

Any our invoice is final and binding on you. If you don't agree with the invoice, you may dispute it within ten (10) calendar days of the invoice date. If you don't do this, we consider the invoice to be correct and you will not be able to claim it afterwards.

If VAT is applicable it will be added to the invoices at the relevant rate.

Both SCARPEL LIMITED and you bear the costs imposed by their own banks when making and receiving payments under the Agreement.

You must pay the invoice within ten (10) calendar days after the day of sending. If you fail to pay us the invoice by the due date, we may charge you a late penalty on the amount overdue for each day it is overdue until it is paid, equal to the lesser of: (i) the maximum legally permissible interest rate, or (ii) an interest rate of five percent (5%).

If you have less than fifty (50) EUR of credit for the billing period, you will pay the debt at the end of the second billing period within the first ten (10) days of the next billing period using a payment method agreed with SCARPEL LIMITED. You will pay any charges that may arise out of use the agreed payment method.

### **7.4. MO Messaging**

If you would like to use MO messaging, you need to rent a long or a short code ("Number") for it. If we allocate you a Number, you do not own that Number and you do not have a right to retain it indefinitely.

You pay for the Number each billing period. This can be one calendar month or can be equal to 28-31 days from the day of acquisition.

We will send you an invoice before the beginning of a billing period, depending on the day of your request.

The invoice must be paid within three (3) calendar days using payment method agreed with SCARPEL LIMITED. The customer will pay any charges that may arise out of use the agreed payment method.

The Number will be available on the first day of the billing period after SCARPEL LIMITED receives money to its account or proof of payment.

### **7.5. Currency**

SCARPEL LIMITED works only in GBP, EUR, RUB or USD. We are not responsible for any currency exchange rate fluctuations or charges.

The currency set for your account while registration cannot be changed afterwards.

### **7.6. No waiver**

If we omit or delay in invoicing any sum, we can issue an invoice at later date and you still must pay it.

## **8. MESSAGING COMPLIANCE RULES**

**Make sure you have the prior consent of subscribers and comply with all applicable laws and regulations while using the Services.**

You undertake that you will not use our Service for any illegal, immoral or improper purpose or in any manner which contravenes applicable laws and codes, the regulatory requirements of the appropriate jurisdiction or mobile operator requirements as they exist and as they change over time.

You may check the types of messages we consider illegal or immoral or potentially illegal or immoral in our Anti-SPAM Policy.

If you violate such laws and regulations, we may immediately suspend the Agreement, either temporarily or permanently. It may also be terminated without prejudice to any damages that you may be entitled to claim.

As SCARPEL LIMITED Service is available across multiple territories and jurisdictions, you must consider where:

(i) you use the Service;

and

(ii) your use of the Service has an impact.

You will under no circumstances send unsolicited traffic from the Account or using the Site. In order to send text messages, you must have the prior paper, electronic or audio consent of each subscriber that must be provided to SCARPEL LIMITED by request.

## 9. DISCLAIMERS AND LIMITATION OF LIABILITY

**You are the only one who is responsible for your text messages content, list of recipients and Account activity. You may contact us if you need more information about applicable regulations at [legal@scarpeltele.com](mailto:legal@scarpeltele.com)**

We don't modify the content of text messages sent or received through our Site or the selection of the phone numbers of the recipients. So, we are not liable for any content transmitted and full responsibility for content will rest on you.

You will also be responsible for answering and defending any complaints that we receive from any relevant regulatory body resulting from your use of any of our Services. We will forward any complaints to you as soon as practical. You must follow the applicable complaint procedures and respond to each complaint within the timeframes specified by the relevant regulatory body and must forward a copy of your response to us immediately. You will be liable for any fines or penalties imposed by any regulatory body on you or us or any of our associated companies, due to your contravention of these Terms.

### 9.1 LOSS OF REVENUE

We will not be liable to you for any direct or indirect loss or damage due to any failure, degradation or interruption of Service in its network or any other network or connection involved in the provision of the Services unless otherwise provided by law or as expressly stated in this Agreement.

Neither SCARPEL LIMITED nor you will be liable to the other party in contract or otherwise for consequential, indirect or special damage, including but not limited to loss of revenue, business, contracts, anticipated savings, profits, data or goodwill.

## 10. SUPPORT

You may contact our support team

- by sending an email to [info@scarpeltele.com](mailto:info@scarpeltele.com);
- by writing a message in the Account;

We will examine your issue within twenty-four (48) hours after the receipt of your message.

## 11. SMS PLATFORM MODIFICATION

We may make adjustments and modifications in our SMS platform (the server, hardware, software and other equipment that SCARPEL LIMITED uses in connection with performance of the Services) at our sole discretion. All such adjustments and modifications are free of charge and are implemented with or without prior notification to you.

## **12. PRIVACY**

We will process your personal information in accordance with our Privacy Policy.

### **12.1. INTERCEPTION AND DISCLOSURE**

We may intercept and disclose any data submitted to our systems in order to protect our property rights, the efficient operation of our systems or to comply with requests from competent authorities or court orders, or to compile, analyze and publish statistical data. You agree that, subject to applicable laws we may intercept, filter, lock, read, delete, disclose, and use data submitted to our systems or Site.

### **12.2. MODERATION**

We scan text messages for trigger words according to our Anti-SPAM Policy, so sometimes your messages may be stored in SCARPEL LIMITED moderation queue or may be rejected immediately even if the content is not illegal and complies with all applicable laws and regulations. If this happens, please contact us at [info@scarpeltele.com](mailto:info@scarpeltele.com) or write to the support team in the Account, so we can make appropriate adjustments for your particular case.

## **13. TEST ACCOUNTS**

We may make an Account available to you for the testing of our Services at our discretion. These Terms will govern your use and access to such test Accounts and test Services. You will ensure that you use the test Account and test Services only for testing and not for a commercial purpose. A “commercial purpose” means you intend to use, sell, license, rent, or otherwise exploit content for commercial use, in any way.

The fees for such test Accounts and test Services will be as determined by us and subject to change at any time. You agree that we can withdraw such test Accounts and test Services at any time (with or without notice to you).

## **14. FORCE MAJEURE**

We won't be held liable for any delays or failures in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, zombie apocalypse, floods, strikes, power blackouts, volcanic activity, unusually severe weather conditions, and the acts of hackers or third-party internet service providers.

## **15. INTELLECTUAL PROPERTY**

SCARPEL LIMITED Services are legally protected in various ways, including copyrights, trademarks, service marks, patents, trade secrets, and other rights and laws. You agree to respect all copyright and other legal notices, information, and restrictions contained in any content accessed through the Site. You also agree not to change, translate, or otherwise create derivative works of the Service.

SCARPEL LIMITED grants you a license to reproduce content from the Services for personal use only. This license covers both own protected content of SCARPEL LIMITED and user-generated content on the Site. (This license is worldwide, non-exclusive, non-sublicensable, and non-transferable.) If you want to use,

reproduce, modify, distribute, or store any of this content for a Commercial Purpose, you need prior written permission from SCARPEL LIMITED or the relevant copyright holder.

## **16. SURVIVABILITY**

Even if this Agreement is terminated, the following sections will continue to apply: INTELLECTUAL PROPERTY, DISCLAIMERS AND LIMITATION OF LIABILITY, MESSAGING COMPLIANCE RULES, SEVERABILITY, ENTIRE AGREEMENT, INTERPRETATION, and DISPUTE RESOLUTION AND GOVERNING LAW.

## **17. SEVERABILITY**

If it turns out that a section of this Agreement isn't enforceable, then that section will be removed or edited as little as necessary, and the rest of the Terms will still be valid.

## **18. INTERPRETATION**

The headers and sidebar text are provided only to make this Agreement easier to read and understand. The fact that we wrote these Terms won't affect the way this Agreement is interpreted.

## **19. ENTIRE AGREEMENT**

These Terms, our Privacy Policy, Acceptable Use Policy, API Guidelines (all of which are incorporated into these Terms by reference), and any Service Addendums make up the entire agreement and supersede all prior agreements, representations, and understandings.

Where there is a conflict between these Terms and a Service Addendum, the Service Addendum will take precedence.

## **20. DISPUTE RESOLUTION AND GOVERNING LAW**

We at SCARPEL LIMITED encourage you to contact us if you're having an issue, before resorting to the courts. In the unfortunate situation where legal action does arise, these Terms will be governed by the laws of Cyprus.

You agree that all disputes between you and SCARPEL LIMITED arising out of or relating to these Terms, or your use or non-use of any of the Services will finally be settled by arbitration in accordance with the Rules of Arbitration of the Cyprus Arbitration Centre. The place of arbitration will be Cyprus.