



Global Sms Terms Of Use

Global Sms service (hereinafter: "the Service") is a user-managed worldwide Sms delivery service provided by Global SMS Ltd. ("the Company"). Registration to the Service agrees with the terms set out in these Terms and Conditions. The Services Acceptance Policy is intended to ensure proper use of the services, and to ensure proper use of the Internet and in general.

Please read these Terms of Use carefully. The Terms of Use may have changed since your last visit to the Website or the App. The use of glbSms.com website (hereinafter: the "Website") or the app.glbSms.com and the Android and iPhone applications (hereinafter: "the App") attest to the consent of the user or the customer (hereinafter: "the User") to these terms. If you do not accept these Terms of Use, do not use the Website or the App.

Here are the terms of use for accessing the Website and using the App. By checking the "I accept the Terms of use of Global Sms" policy on the registration page on the Website or App, by logging into your account in the App or by accessing the services through the API, you accept the following terms of use.

All services provided by the Global Sms Website and App are intended solely for use that complies with the laws of United States. It is strictly forbidden to distribute Sms and store any information or data in violation of the laws of the USA. (But not limited to such cases), the above statement refers to copyrighted material that does not belong to the user and which has not been authorized to use it, to information defined by law and legal systems as threatening and to information defined as confidential by the state or commercial confidentiality. The User releases the Company and the Service Operators from any liability relating to claims relating to information maintained or distributed through the Website and App.

The service is provided subject to the terms of use, as amended by the Company from time to time, and any directives, rules or operating policies that the Company may prescribe and publish from time to time (hereinafter: the "Agreement"), including the Company's Privacy Policy ("Policy") Otherwise, any reference to the agreement shall also include the policy. By posting updated versions of the Agreement on the Website or providing any other notice, the Company may change the terms of the Agreement and may terminate or change all or some of the other aspects of the service at its sole discretion. Except as otherwise provided in the Agreement, such changes shall take effect upon the publication of the amended Agreement on the Website or App. The service shall be available only to a person who is qualified to create legally binding contracts under any law. Without derogating from the above, the service is not intended for use to anyone under the age of 16. If you do not meet these terms, you may not use the service. You must fill out the registration form on the registration page of the website or app in order to use the service. In the registration form you must provide correct, accurate, up to date and complete information about yourself.



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Anti Spam

The user undertakes not to send unauthorized Sms and to act in accordance with the Spam Laws. The user undertakes not to use mobile phone numbers collected through harvesting or any data collection software and to only send Sms messages to recipients they are allowed to. The user undertakes not to use mobile phone numbers purchased from a third party. The user undertakes to identify clearly as the Sms sender. The user undertakes to immediately delete from his/her Guests lists any Sms recipient who requested to do so in any way. For the sake of doubt, the App does not include the option of unsubscribing automatically and the user must take care of this independently. The user undertakes to ensure that every Sms that he/she is sending does not include recipients who requested to be removed from any future Sms messages.

By using the app you will only send Sms messages to recipients you are allowed to. Your use of the app will be in accordance with the restrictions on content and activities as specified in this agreement.

Do not send spam related content such as selling online drugs, posting job offers from home, loans, pornography and online gambling. The user is aware of damages that may be caused if complaints are received directly or through a third party (such as ISPs or cellular operators) regarding the distribution of Sms to recipients who did not request to receive them explicitly or requested to unsubscribe. The user acknowledges and agrees that the performance of any of these actions will result in a unilateral interruption of activity with the company and the app, and that no refund will be made for payments paid but not used due to breach of one of the provisions of this agreement.

The app may add to the Sms messages information regarding the identity of the user, the database, the recipient's rights and technical details.

Adult content

Adult related content materials and / or links to websites containing such content is strictly prohibited. The above is also related to illegal activity related to pornography, whether directly or indirectly.

Responsibility and rights

The user shall be responsible for complying with any law related to performing the app service. It is hereby clarified that the company is not responsible for providing and will not provide the user with legal or other advice, using the app in the right manner is solely the responsibility of the user, and all that is said in a telephone conversation with a representative on behalf of the company does not constitute legal advice and will not be considered as such even if stated otherwise.

All rights, including copyrights and / or intellectual property rights (including patents, trademarks and trade secrets), in relation to content sent in the message, including Sms text and / or content appearing on landing pages, or web pages accessed by links contained in the Sms messages ("Content") are wholly owned by the user and their use in the app should not be in a violation of Any right, including copyright, or any other proprietary right of any third party.

The user is and will be responsible for obtaining all the approvals and / or rights and / or consents and / or licenses required from the suppliers and / or the content producers and / or any other third party and hereby expressly exempts the company from an examination of the source of the contents and / or their reliability and / or examination of the approvals required for the use of the contents in the app in any way. The user as stated, is in the sole responsibility of the content and distribution list, and all examinations for them will be will made by him/her.

Lack of rights in the Global Sms website, app and software. The user acknowledges that he does not own a proprietary right on Global Sms website and app. The user undertakes not to perform, directly or indirectly, reverse engineering, decompile, or otherwise attempt to discover the source code, object code, or basic structure, ideas or algorithms of, or which are in the system or any documentation, software, or and not to remove any messages or proprietary labels from the system or website, modify, translate or create derivative works based on the system, or copy, distribute, pledge, assign or otherwise transfer rights of the on Global Sms website and app.

You may not display, copy, reproduce or distribute the Software, any part thereof, any documentation provided in connection with the website or app, or any content, including but not limited to newsletters distributed to you by the Company in relation to the website or app. Violation of these obligations by you may result in termination of this Agreement and indemnification and compensation under any law.

Qualification

The user declares and warrants that he has the right to register as a user of the Global Sms app and to perform all of the actions stated in it and all without the need for authorization, approval or consent of any third party, and also that there is no legal, contractual or other restriction on the user to register and operate the app.

Copyright and intellectual property rights

The contents of the website and app are the intellectual property of the company only.

Content

The user declares and warrants that all contents will not infringe any patent, copyright, trade secret, trade mark, other proprietary right of any third party or any right that has been submitted for registration by a third party worldwide.

The user declares and warrants that solely he/she is responsible for the content. The company and its service operators and cellular operators shall have no responsibility regarding with the content. Without derogating from the provisions of this Agreement, the User warrants that the contents of this agreement shall not include one or more of the following:

1. Any material that infringes and / or is likely to infringe and / or violate and / or may infringe the proprietary rights of others, including copyrights or trademarks;
2. Any pornographic or sexually explicit material;
3. Any material relating to minors that identifies them, their personal details or addresses and ways of communicating with them;
4. Any computer program, computer code or application containing a virus, including hostile software known as Trojan horse, Worms, Vandals, Malicious Applications, etc.
5. Passwords, usernames, and other details that allow the use of computer programs, digital files, websites or services that require registration or payment;
6. Illegal material, or material that encourages, supports, assists, provides instructions to perform or directs the commission of an act constituting a criminal offense under the laws of USA;
7. Any material that constitutes defamation of a person, or infringes upon his privacy or his good name;
8. Any material that infringes any commercial use, contract, secrecy or trust of any third party;
9. Any material whose publication or delivery is prohibited under the provisions of any law;

10. Material of a nature, content, hostile, threatening, obscene, racist, offensive to public sensibilities, which may constitute grounds for civil action or otherwise violate USA law;
11. Any material that offends and / or may harm the reputation and / or good name of any of the cellular operators or their policies;
12. Any material that might mislead a consumer.
13. Any link or reference to material whose publication is prohibited under this Section 4.
14. Content related to any substance prohibited by law.

Misuse of services

The app should be used only for sending Sms messages and for lawful purposes. Any attempt to misuse the app or its resources is strictly prohibited. The user undertakes not to distribute abusive or insulting messages. Any case of misuse or an attempt of misuse may cause for a suspension of the user account, partly or permanently, without prior notice and in accordance with the company's sole discretion.

Sms providers

It was brought to the attention of the user that some of the services provided in the app is conditional to agreements between the Company and the service operators to the various Sms providers. In addition, the user is aware that the Sms providers may from time to time suspend, terminate, limit or block the provision of the services temporarily or permanently, or change the terms of their agreement with the company in a manner that will require adjustment or modification of the terms of this agreement.

The user knows that the Sms providers may disconnect and / or terminate and / or suspend and / or restrict services including the services essential for the performance of the app, to end users or to all end users or to a particular type of end users, The Sms providers, whether at the request of the end user or in times of emergency, and shall have no claim against the company and / or against the Sms providers.

The user is aware of the limitations of the cellular coverage and the nature of the cellular connection, the interference, the interruptions and the interruptions of the calls that are within the normal framework for cellular communications, and the fact that in some areas of the world the coverage of cellular communications may not be complete or continuous and will have no claim against the company and / In relation to this.

You are aware that not all Sms messages sent through the app will be received by the recipients for various reasons. No refunds of any kind will be given for messages that have not reached their destination for any reason.

The user shall not have any claim against the company and / or against the Sms providers as a result of circumstances of force majeure, including acts of third parties beyond the reasonable control of the company and operators and / or Sms providers, or as a result of a change in law, regulations, rules or the instructions applicable to the company and the operators of the service and / or the Sms providers.

The user will have no claim against the company and / or the Sms providers as a result of porting numbers and / or replacing prefixes of existing numbers with new prefixes.

This agreement does not derogate from the provisions of the agreements between the end users and the Sms providers, including, without limitation, all the limitation for the sending Sms messages.

Using the app

Use of the app is subject to this Agreement and its terms and the official Service Fee. If no agreement is signed, in case of deviations the user will be charged according to the official price list without the need for prior notice.

The use of the app and any reliance on the app by the user, including any action taken by the user due to such use or reliance, is solely the responsibility of the user. The Company does not warrant that the app and services will be free of errors or bugs of any kind, including unsubscription requests from the recipients that were not received by the app for any reason, messages received by the recipient more than once, Sms incoming messages that did not arrive and does not give any commitments as to what results can be obtained from using the app. The app and its services are provided "As Is" and the company will not be liable for any matter, express or implied cause by any failure of the app or service.

The sole and exclusive remedy given to the user for any failure of the app or services as aforesaid shall be the use of reasonable efforts by the company in order to adjust or fix the app.

The company does not undertake to maintain and keep any user data including pictures, files, recipient lists, Sms messages, message templates, activity statistics, reports, incoming messages, landing pages, forms and any other details created or recorded by the app.

The right to use the app is given to the user only. The user undertakes not to transfer the account to a third party.

The user is responsible for securing their account, passwords, and files. The company shall accept the instructions of any person who claims to be authorized to make changes to the user's account as long as such person displays the user's username and password online, by e-mail or by telephone, or through a third-party service through which the user has access to the system, if at all. The company has no knowledge of the organizational structure of the user whether he is registered as an entity or his personal connections if he is a private individual. The company shall not be responsible for the actions of any person who misuses or steals the user's recipient lists or other data and assets by using his/her username and password.

The company and the user agree that this agreement fully and exclusively reflects the mutual understanding of the parties and supersedes all prior written and oral agreements, communications, and other understandings relating to the subject matter of this agreement. The company shall be entitled to modify this agreement from time to time as published on the website or in the app. The company shall not be required to give notice of any changes to this agreement. The user must enter the website from time to time on his/her own and be updated with the changes made in the agreement. Delay or omission by company to exercise any right or remedy pursuant to this agreement or existing under the law or the laws of honesty shall not be considered as a waiver of such right or remedy.

First Time Payments

Please note, for your security and ours, several of your first time payments may take up to 24 hours to process as it will be checked by our finance department. International bank transfers can take up to a few working days to be processed.



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Cancellation and refunds

The company reserves the right to cancel its services to the user at any time due to non-fulfillment of any of the provisions of this Agreement. In such a case, no full or partial refund will be made to the user and the user shall bear any special expense incurred by the company as a result of a breach of this agreement.

User Data

The company may advertise Global Sms website, app and services to all users of the app and / or to the guests of the users of the app in any media.

Sms message characters limit

One non-Unicode Sms message is limited to 160 characters.

You can concatenate 2 consecutive messages for 306 characters and so on.

One Unicode Sms Message is limited to 70 characters.

You can concatenate 2 consecutive messages for 134 characters and so on.

Messages will be concatenated and displayed as one message on most smartphone devices.

Updates from the company

The user confirms that he/she have agreed to receive promotional information and updates from the company to the email or mobile phone number with which they have registered to the app.

Data scanning and / or data harvesting

It is strictly forbidden to perform a data scan or harvesting to the Global Sms website and / or app.

Disclaimer

The company, its employees and all those acting on their behalf shall bear no responsibility for any damage caused as a result of the services provided by the app. This includes availability of the service, availability of the app, loss of data, malfunctions or failures in the app or from incorrect operation or misreading of any of its employees as well as delay, non-delivery or delivery to incorrect number of Sms messages.

Without derogating from the foregoing, the user undertakes -

That his/her employees, agents and any person or body connected with them or those acting on their behalf or who will engage in the performance of the service or in any matter connected therefrom, if any, shall take upon themselves directly the full obligations that are the subject of this agreement.

The user shall compensate and indemnify the company, its employees, managers or anyone acting on their behalf, and / or the Sms providers, as the case may be, for any loss, damage, loss, expense or liability caused to any of them and arising from the user's breach of these Terms of Use including its statements, and / or the provisions of any law, regulation, license, permit, approval or other valid undertaking, by act or omission, or due to any infringement of intellectual property right, including patent, trademark, copyright, business secret, which will be provided to the user by content providers, all together with legal expenses and legal fees, upon receipt of a request. In addition, the user acknowledges and agrees that the company has the right to demand compensation for any damages caused to it for any unlawful use of the app for unlawful purposes and / or in a manner inconsistent with

the terms of this Agreement and that such damages may include damages for any damages type, including direct, indirect, special, incidental, consequential damages or damages for reliability.

The validity of the warranty and indemnity clauses is not conditional on time (subject to the general statute of limitations), and its provisions will continue to apply and bind the user even after termination of the user's usage of the app.