



Bulk SMS Policy Disclosures

Following is a summary of policies related to policies which apply to all customers of Voifone Bulk SMS. Please take a few minutes to review these policies BEFORE sending your first campaign. All new customers are required to sign below to acknowledge receipt and understanding of these policies.

1. **Refund Policy.** All sales are final. No refunds are provided after payment. In the event of error on the part of Voifone Carrier, LLC, credits may be issued. Your signature below indicates you read, understand and agree to the online refund policy at plus Terms of Service at this URL: <https://sms.voifone.com/legal/>
2. **Cost of Delivering Funds.** Regardless of the payment method, if there is a cost associated with receiving Customer's payment, that cost will be deducted from the payment before funds are applied to the account. The net amount we receive is the amount credited to the customer's account. Example: If PayPal is used to add funds to Customer's account, PayPal charges the Company 2.9% if the customer is in the USA and 4.5% if the customer is outside the USA (subject to change without notice). Therefore, when paying \$100 from the USA through PayPal, the customer's account is credited with \$97.10.
3. **Local & International Compliance, Indemnification.** The Customer is responsible to know and comply with all laws and regulations which apply to the deliver of unsolicited bulk SMS in the country and local area of the recipient. Use of Voifone SMS indicates the Customer's agreement to indemnify and hold harmless the Company from any and all use of Bulk SMS done in violation of any domestic or International laws and/or regulations. This includes but is not limited to content of Customer's messages, Opt-In and Permission-based rules, allowable links embedded in Customer's message, etc.
4. **Delivery Percentage with Non-Direct Routes.** Customer acknowledges, understands and agrees the type of SMS delivery purchased constitutes a non-direct route of sending each message to the receiving mobile carrier. This means that Voifone does not have a direct contract with ANY the more than 1,000 mobile carriers worldwide to which messages can be delivered through Voifone's switch together with any underlying, independent and non-mobile-carrier switching system. The bulk SMS service Voifone and its underlying carrier(s) provide relies on an agreement between all domestic and International carriers to receive SMS from non-domestic carriers (i.e. outside their home country) and deliver such messages in exchange for a fee paid by the sending carrier (i.e. Voifone and/or its underlying carrier(s)). All such messages are received and delivered on a non-priority basis. This means that, unlike on-net delivery of SMS (delivery within the sender & recipient's carrier, domestic carrier-to-carrier delivery (SMS delivered between fully licensed and regulated carriers within the same country, or direct-route SMS delivery (SMS delivered under a direct contract between Voifone and the carrier to which SMS is delivered)), there are numerous conditions under which SMS may NOT be delivered. These reasons include but are not limited to (a) recipient's phone is off, (b) recipient out of coverage area or has a signal too weak at the moment of attempted delivery to accept the message, (c) recipient is on a call at the time, (d) there is congestion on the Internet route on the way to the mobile carrier, (e) one or more servers in the "hops" in the Internet-based route to the recipient's mobile carrier is down, and more. All of the foregoing and more can cause a message sent through the Voifone or ANY bulk SMS system to FAIL and not be delivered. Thus, the Customer acknowledges and understands that very few if any bulk campaigns delivered will show a 100% delivery rate.
5. **Charges May Apply to Some Messages NOT Delivered.** When Voifone sends messages through its network of underlying carriers and/or domestic mobile carriers on the way to the destination, each switching system and carrier charges a fee. Many but not all carriers charge a fee which is passed on "upstream" through all other carrier/switching systems. Voifone charges its fee on ALL messages on which it must pay a fee, regardless of whether or not the message was delivered. Therefore, when Voifone is charged, the Customer is charged. When Voifone is not charged, the customer is not charged. The Customer understand and agrees that there WILL be instances in which SMS is sent, not delivered, yet customer is still assessed the agreed-upon rate because Voifone was charged its underlying rate by the underlying carrier.
6. **Random Sender ID.** 100% of messages delivered arrive with a random phone number. Customer understands and agrees that it is Customer's responsibility to craft all messages delivered in a manner in which the recipient will know who sent the message. Customer is not permitted to hide or spoof (pretend to be another sender) its identity to the recipient.
7. **Compliant Content.** The content of each message sent through Voifone must comply with Voifone's acceptable use policy. Under such policy, the Customer is not permitted to send content which includes profanity, terrorist threats, threats of violence, intimidation of any kind, messages which involve gambling, prostitution, human trafficking or pornography-related subject matter, racist comments or any other objectionable or offensive language. Links must comply with the same such standards.
8. **Campaign Timing.** Customer understands that campaigns are not delivered "instantly". The larger the campaign, the longer time is required for delivery. Whether the Customer schedules a campaign for "immediate" delivery or delivery at a scheduled time in the future, the time from which the campaign begins, and the last message is sent is variable and subject to conditions such as the server load compared to other customers and the recipient's carrier load, Internet bandwidth and other conditions outside the control of Voifone.
9. **Consequence of Breach.** In the event of breach of the foregoing policies or any clause of the Company's [Terms of Service](#) as articulated on its website is grounds for immediate cessation of a campaign and cancellation of the Customer's account, without notice. In the event of account cancellation for breach of contract, Voifone is entitled to keep all unused funds in Customer's account.

IN WITNESS WHEREOF, the Customer hereby agrees as of the date next to Customer's signature below.
