

Hello text

SMS SERVICES

Kumar Illam – First Floor, #27, Paramathi Road, Namakkal 637001, Tamilnadu, India
+91 98437 98438 | mail@hellotext.in | www.sms.hellotext.in

Instructions - DND Undertaking Agreement:

Please download and print the agreement form on your company letter head. Attach the following documents with signature and company seal along with the agreement form and send it to our postal address.

1. Your Company PAN CARD (In Case of Partnership)
2. Your PAN CARD (In Case of Proprietorship)
3. Company Address Proof (Mobile Bill, Electricity Bill)
4. Latest Bank Statement Copy of the Organization
5. Company Registration or GST or Service Tax Registration Certificate
6. Passport Size Photograph(s) of the Proprietor/Partners

Postal Address:

Hello Text – SMS Services,
Kumar Illam – First Floor,
#27, Paramathi Road,
Namakkal 637001,
Tamilnadu, India.

UNDERTAKING & AGREEMENT

This Undertaking to the SMS Services Agreement dated **#date month year#** by and between **Hello Text** (www.sms.hellotext.in) with its registered office at #27, Paramathi Road, Namakkal 637001, Tamilnadu, India and **#Customer Company Name#** having its registered office at **#Customer's Office Address#**

Both the parties has agreed to the **ANNEXURE A** attachment.

#Customer Company Name#

HELLO TEXT (www.sms.hellotext.in)

Signature:

Signature:

Name:

Designation:

Date: **#date month year#**

Hello Text Username: **#xxxxxxx#**

Name: Jayakumar Vellaiyan

Designation: Proprietor

Date: **#date month year#**

ANNEXURE A

Date: #date month year#

To

Hello Text – SMS Services, website: www.sms.hellotext.in

Subject: Undertaking for SMS to registered Subscribers (as per TRAI Regulations)

Dear Sir,

This is in reference to the SMS Services Agreement between **Hello Text** (www.sms.hellotext.in) and **#Customer Company Name#** dated **#date month year#** for transmission of SMS promotional/Transactional messages sent through Hello Text's Messaging Platform ("Messaging Application/SMPP/XML/HTTP") to our registered and valid customers ("Subscribers/Users").

We hereby undertake that,

- As per the Agreement, we have subscribed to transmission of SMS Messages to Subscribers via Hello Text (www.sms.hellotext.in) Messaging Application/SMPP/XML/HTTP.
- During the term of the Agreement we shall make a continuous effort to strictly comply with the applicable Telecom Regulatory Authority of India rules and regulations ("TRAI Regulations") in force including but not limited to regulations applicable for the National Customer Preference Registry ("NCPR") commercial communications and for the content of the SMS Messages.
- During the term of the Agreement we shall make sure no promotional content is transmitted from our SMS account to anyone at any situation. We understand that any SMS with promotional content is not allowed and is against TRAI rules even if its meant to our own customers & other through the transactional SMS account.
- We shall strictly comply with TRAI Regulations applicable to the SMS Messages as stated in the below points.
 - (a) Any virus and malicious code that might disrupt, disable, harm, erase memory of, or otherwise impede operations, or functions of any software, hardware, wireless device, computer or any network
 - (b) Any vulgar, obscene content, adverse, offensive / derogatory reference to (i) corporations or brands; (ii) any personality, living or dead; (iii) communities, living or extinct; (iv) to any city, building, geographical feature etc., that can be singularly / uniquely identified in the world; (v) gender and (vi) physical / racial attributes.
 - (c) Any content, which is lascivious or appeals to the prurient interest or the effect whereof, is such as to tend to deprave or corrupt any person.
 - (d) Any content, the presentation, dissemination or disclosure whereof, infringes any intellectual property right or confidentiality obligation.
 - (e) Any content which Hello Text, acting in its sole discretion, declares to be opposed to standards of morality or decency, or to be opposed to public policy or any adverse, offensive / derogatory reference to any Hello Text or any other companies, organizations, religious associations, political parties, governments (state and central), anyone's private life, any other commercial and non-commercial entities.

**#Authorized Signatory
Stamp of the Organization/ Company#**

- We have subscribed to transmission of Transactional SMS Messages in the following allowed categories as per TRAI regulations via Hello Text (www.sms.hellotext.in) Messaging Application

S. No	TRANSACTION MESSAGE TYPE
1	Information pertaining to the account of its customer sent to the customer by a licensee or Bank or financial institution or insurance company or credit card company or depositories registered with Securities and Exchange Board of India or Direct to Home Operators
2	Information given by Airlines or Indian Railways or its authorized agencies to its passengers regarding travel schedules, ticket booking and reservation
3	Information from a registered educational institution to its students or their parents or guardians
4	Any message transmitted by or on the directions of the Central Government or State Government, TRAI or any agency authorized by TRAI, or on the directions of bodies established under the Constitution

- For activation of a Transactional message account, Hello Text (www.sms.hellotext.in) reserves the right to request a deposit against the allocation of the service account.
- We undertake to compensate, indemnify, defend, and hold Hello Text, its officers, directors, agents, and employees (each, an “Indemnitee” and collectively, the “Indemnitees”) harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively “Claims”), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Hello Text Indemnities, by reason of any Claim arising out of or relating to the content of the SMS Messages. NCPR Violations, breach of TRAI Regulations by Customer, breach of Confidential Information and/or third party intellectual property by Customer, any act, error or omission, or misconduct of Customer, its officers, directors, agents, employees, customers and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) violation of any law or regulation; or (c) breaches of any representations made in this undertaking or Agreement.
- We acknowledge and agree that Hello Text may either review or disclose the content of such SMS Messages transmitted as it deems reasonably necessary or convert a transactional service account into a promotional account at its sole discretion.
- We understand that incase if any complaint register from our account or user ID or sender ID, we will have to revert with all the details and valid proof within 24 hours from time complaint has been raised. In case we fail to produce valid proof or don't respond then it will be treated as a valid complaint and fortify the penalty charges.

We understand that for any deviation on the above points Hello Text (www.sms.hellotext.in) has the all the rights to (a) terminate the Agreement; (b) deactivate our account; (c) levy penalties and (d) take appropriate legal action and claim compensation. Any deviation or violations from the above points by us will attract a fine **as per prevailing TRAI/NCPR regulations.**

Thanks & Regards,

#Authorized Signatory
Stamp of the Organization/ Company#