**NDNC Agreement for Transactional SMS**

**THIS NDNC AGREEMENT** (“**Agreement**”) is entered into on [**\_\_\_/\_\_\_\_/\_\_\_\_\_**] (“**Effective Date**”), by and between:­

**[Horizon Web Services Private Limited]**, a company incorporated under the laws of India and having its registered office at [5-5, Sambantham Road, Balaji Nagar, Fairlands, Salem TN 636016 IN] (hereinafter referred as “**SMSHorizon**”, which expression shall mean and include its successors and permitted assigns) of the **First Part**;

**AND**

[**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**], a company/proprietor/partnership firm incorporated under the laws of India and having its registered office at [**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**] (hereinafter referred as “**Client**”, which expression shall mean and include its successors and permitted assigns) of the **Second Part**.

**Nature of Usage:** The **Client** Subscribed for the transmission of Promotional/Transactional SMS to its registered and valid customers (“Subscribers”), via **SMSHorizon** Platform (“Messaging Application/ SMPP/ XML/ HTTP”)

Per the agreement,

1. **Client** have subscribed for transmission of SMS to valid subscribers only, who had given consent to send messages to them & not to random numbers.
2. **Client** have subscribed for transmission of Informational Messages only and not Promotional messages in any form.
3. **Client** confirms that the sender ID given in **Annexure A** represents their product/service/website/organization and that it does not imitate any popular brand names or financial organizations.

**Authorized Signatory**

1. The message content template that will be sent through the Transactional SMS account is provided in **Annexure B**. Client agrees not to send any other content apart from the mentioned template. For new templates, an approval has to be obtained through email by sending the new template to support@smshorizon.in
2. During the term of the Agreement **Client** shall make a continuous effort to strictly comply with the applicable Telecom Regulatory Authority of India rules and regulations for SMS (“TRAI Regulations”) in force including but not limited to regulations applicable for the National Customer Preference Registry (“NCPR”) & Do Not Disturb (“DND”) commercial communications and for the content of the SMS Messages.

If the client breaks any of the above 5 conditions,

* Client acknowledge and agree that SMSHorizon may either review or disclose the content of such SMS transmitted to legal authorities, as it deems reasonably necessary (or) convert a transactional service account into a promotional account at its sole discretion (or) temporarily/permanently disable the Transactional sms account
* Client undertake to compensate, indemnify, defend, and hold **SMSHorizon** 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 **SMSHorizon** Indemnitee, by reason of any Claim arising out of or relating to the content of the SMS Messages transmitted.

**Handling DND Complaints:**

 Client Understands that incase if any DND/NDNC complaint registers from the SMS relayed through Client’s account, client will have to provide a valid optin proof of the subscriber within 24 hours of the complaint email sent by SMSHorizon. Failing to do so, Client understands that **SMSHorizon** has the right to (a) terminate the Agreement; (b) deactivate the account; (c) levy penalties and (d) take appropriate legal action and claim compensation.

**Authorized Signatory**

Note: As per TRAI regulation, violation of NDNC regulation attracts a fine of 25,000 INR per violation and can be upto 1,00,000 INR on repeated violation.

**ANNEXURE A**

SMSHorizon A/c Username: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sender ID to be Activated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(6 Characters Only, Alphabets Only, Eg: HORIZN)

Sender ID Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Ex: Your product/service/company name. Please mention what your sender ID refers to.)

**ANNEXURE B**

LIST OF TRANSACTIONAL SMS TEMPLATES TO BE APPROVED:

(**Sample Template:** Dear #Variable#, your subscription for our #Variable#, services has been ended, kindly make a payment of Rs. #Variable#, to renew.)

At-least One template is mandatory for activation of the above sender ID.

**Template 1:**

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**Authorized Signatory**

**[ Seal of Director/Proprietor/Partner, along with name & date ]**

*If you would like to send this document as hard copy, please send it to SMSHorizon communication address as below:*

No. 254 Gugha Ashram Road, Saradha College Road, Fairlands, Salem - 636016, Tamilnadu