Date:

**To**

**M/s Smartway Solutions Private Limited**

Subject: - **Transactional Resource Request and Sender ID validation**

We hereby agree and undertake that we shall be solely responsible for the SMS sent from the following Account – “**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”**

Using the Sender ID's \_\_\_\_\_\_\_\_\_\_\_\_\_\_ “6 Digit Sender Id”

And further declare that it will not contain any content and/or any material that:

1. is infringing, libelous, defamatory, obscene, pornographic, abusive, harmful, threatening, harassing, tortuous, offensive, hateful, or racially, ethnically or otherwise objectionable, misleading or violates any law or right of any third party;
2. is any unsolicited or unauthorized advertising, promotional materials, "junk mail," **"spam,"** "chain letters," "pyramid schemes" or any other form of solicitation.
3. That I am also fully aware of & well conversant with the implications for the violations of the UCC Regulations including the penal and financial related actions against the violation of the UCC Regulations. For avoidance of doubt, I understand that the penalty schedule for breach of the UCC regulation is as follows:

|  |  |
| --- | --- |
| **Complaint** | **Penalty** 25,000 To 250,000 **(in INR)** |

In addition to the above, we assure and assert that we will not send “Unsolicited Commercial Content” messages to consumers that have registered with the NCPR database maintained centrally by TRAI and we will be solely responsible and liable for any claim and/or allegation and/ or

Complaint from third parties or authorities relating to such content and/ or material. We hereby declare that we will not use the services rendered by **Smartway Solutions Private Limited** for any purpose that is unlawful or prohibited by any terms, conditions, notices and/ or by law.

We understand that **Smartway Solutions Private Limited** would send out messages which match the templates provided by us in Annexure A. If we send any messages which do not match the template, **Smartway Solutions Private Limited** would treat it as non-transactional message and apply all the rules governing the same as defined by TRAI from time to time.

We acknowledge that **Smartway Solutions Private Limited** may or may not pre-screen content, but that **Smartway Solutions Private Limited** and/or its designees reserves the right (but not the obligation) to pre-screen, refuse or remove any content from the SMS at any time, for any reason (including, but not limited to, upon receipt of any claim, and/ or allegation and/ or complaint from third parties or authorities relating to such content or if **Smartway Solutions Private Limited** is concerned that User may have breached the immediately preceding clauses).

We undertake that in the event of any consumer complaints and/ or third party complaints, the burden of proof that these messages sent to the consumers and/ or third party by using these Sender Ids and/or channels, does not fall in the category of an unsolicited commercial communication which is governed by TRAI UCC guidelines and/ or any other regulation prohibiting such messages in any proceedings before a court of law, the operator, TRAI, TDSAT or any other presiding legal entity, is our sole responsibility and **Smartway Solutions Private Limited** shall not be liable against any such claims and/ or complaints and/ or compensation awarded against Smartway Solutions Private Limited. Further, we undertake to hold harmless and at all times fully indemnify and defend and hold Smartway Solutions Private Limited, its employees and agents, harmless, from and against any and all costs, claim and/ or demand, losses, damages and/ or liabilities, including costs and attorneys' fees, made by any third party due to or arising out of our use of the services rendered by Smartway Solutions Private Limited and the violation of the agreement executed with **Smartway Solutions Private Limited**.

We shall be solely responsible and liable for payment of any penalties or expenses that are awarded against **Smartway Solutions Private Limited** and/ or us by any court of law, the operator, TRAI, TDSAT or any legal entity for breach of any provisions laid down in this letter.

In addition, we shall be solely responsible for any expenses that are incurred by **Smartway Solutions Private Limited** or operator in relation to any penalty or proceeding brought against us..

On receipt of the consecutive complaint in relation to the same default, **Smartway Solutions Private Limited** reserves the right to enable NDNC checking for future messages sent through Smartway Solutions Private Limited platform or disable the account.

Signature:

Date:

Authorized Signatory Name:

Designation:

Company Name: