

Public offer for the provision of intermediary and technical services

This public offer for the provision of intermediary and technical services for short-term and long-term lease of virtual numbers (hereinafter referred to as the "Agreement") is an official offer (public offer) of Dimar FZC LLC (Hereinafter referred to as the "Contractor") for any individual or legal entity (hereinafter referred to as the "Customer") who accepts this offer on the conditions indicated below.

1. Terms and definitions

1.1. For the purposes of this Agreement, the following terms and definitions are used in the following meaning:

1.2. "Acceptance" - full and unconditional acceptance by the Customer of the terms of this Agreement, made by registering on the website <https://sms-activate.org/> or prepaying the services provided.

1.3. "Site", "Service" - a site on the Internet, located at the domain name <https://sms-activate.org/>, providing the technical ability to provide the Customer with the Services provided for in this Agreement.

1.4. "Tariff" - a set of price conditions on which the Contractor offers to use one or more services presented on the Site.

1.5. "API-service" is a set of ready-made technical solutions provided by the Contractor for use in external software products of the Customer.

1.6. "E-mail contact box" - a set of characters that identifies the Customer and serves to receive and send e-mail.

1.7. "Electronic virtual account" - an account in the personal account of the Customer, which allows you to track the amount of funds transferred to the account of the Contractor for services under the Agreement.

1.8. "Message, SMS" - a text message to the Virtual number, the reception of which is provided by the Contractor.

1.9. "Personal Account" - a user interface that allows you to receive and manage the Services provided under this Agreement.

1.10. "Virtual number" - a subscriber number in the possession of the Service, used for the provision of Services under this Agreement.

1.11. "SMS Reception" is a service under this Agreement that gives the Customer the technical opportunity to familiarize himself with the text of Messages received by the Virtual Number.

2. Subject of the Agreement.

2.1. The subject of this Agreement is the provision of a remunerated technical opportunity for familiarization with SMS sent to the Virtual Number (hereinafter referred to as the Services). Services are provided to legal entities, individual entrepreneurs, individuals who have accepted this agreement. The Customer undertakes to pay for the Services in the amount and on the conditions stipulated by this Agreement.

2.2. The cost, the term for the provision of the Services and the registration form are posted on the Site.

2.3. The moment of complete and unconditional acceptance by the Customer of the Contractor's proposal to conclude an offer agreement (acceptance of the offer) is the fact of registration on the website <https://sms-activate.org/> or prepayment by the Customer for the Contractor's services.

2.4. The customer has the right to use the services under this Agreement in any country, if it does not contradict the legislation of that country. If the customer plans to use this Service in a territory where the use of the services of the Service is not provided for by law or is prohibited, the Customer does not have the right to conclude this Agreement and to use the services of the Service.

2.5. By accepting the terms of this Agreement, the Customer confirms that the use of the services

The service in the territory of the Customer's residence is permitted by law.

3. General conditions for the provision of services.

3.1. Services are provided in accordance with the conditions provided for by this Agreement, as well as in accordance with the conditions posted on the website <https://sms-activate.org/>.

3.2. In the event that the Conditions for the provision of services posted on the Site contradict the conditions for the provision of services provided for by this Agreement and (or) annexes thereto, the conditions posted on the Site shall prevail.

3.3. When executing this agreement, it is allowed to provide services using the API service.

3.4. The Contractor provides Services to the Customer only if the following conditions are met:

3.4.1. The Customer has registered on the Site in the proper manner;

3.4.2. The Contractor confirmed the possibility of providing the service by sending a message to the e-mail box specified during registration.

3.5. The Contractor has the right to refuse the Customer to register on the website without explaining the reasons.

3.6. Services are provided to the Customer in the amount corresponding to the one chosen by the Customer

The rate and type of service.

4. Procedure for payment and cost of services.

4.1. The Customer pays for the Contractor's services on a prepayment basis of 100% by making electronic payments to an Electronic Virtual Account.

4.2. The funds are displayed in the Customer's Electronic Virtual Account.

4.3. The cost of services under the Agreement is determined in accordance with the Tariffs and information posted on the website. The cost can be changed and depends on:

4.3.1. The volume of services purchased;

4.3.2. Individual customer discount;

4.3.3. Tariff;

4.3.4. Other conditions, if this is clearly indicated on the Site, in the text of this Agreement;

4.3.5. Funds are debited from the Electronic Virtual Account for the SMS Reception service immediately after the Service has been provided.

5. Rights and obligations of the parties.

5.1.1. The customer undertakes:

5.1.2. Not to use the Services provided by the Contractor for illegal purposes, as well as not to take actions that harm the Contractor and (or) third parties.

5.1.3. Properly pay for the services of the Contractor in accordance with the terms of this Agreement.

5.1.4. Reimburse the Contractor for losses caused by payments collected from the Contractor by third parties, including administrative fines from the control and supervisory authorities received by the Contractor due to violations by the Customer of the provisions of this Agreement and the legislation of the United Arab Emirates, subject to the provision of documents to the Customer confirming the infliction of the said damage.

5.1.5. The customer is warned that the site <https://sms-activate.org/> is not responsible for visiting and using external resources, links to which may be contained on the site.

5.1.6. The user bears personal responsibility for the possible consequences of using the SMS Reception service, including for damage to a computer and / or other device, as well as to third parties, including physical and / or moral damage to health, loss of performance, dismissal, expulsion from educational institutions, loss of material and / or intellectual values.

5.2. The customer has the right:

5.2.1. Request from the Contractor information about the list of Services, Tariffs, crediting of payments, the state of the Electronic virtual account and other data as part of the provision of Services under this Agreement.

5.2.2. The Contractor undertakes:

5.2.3. Provide the Customer with Services in accordance with the Agreement.

5.2.4. Provide the Customer with information about the list of Services, Tariffs, crediting of payments, the status of the Electronic virtual account.

5.3. The Contractor has the right:

5.3.1. Unilaterally amend this Agreement without notifying the Customer.

5.3.2. Change unilaterally the established Tariffs without notifying the Customer.

5.3.3. If the Customer continues to use the Services, this is recognized by his consent to the terms of the new Agreement and the Tariffs.

5.3.4. Block the Personal Account of the Customer violating any of the paragraphs of this Of the contract.

5.3.5. The Contractor has the right to involve third parties (specialists, consultants) to provide Services under this agreement without notifying the Customer.

5.3.6. The Contractor has the right to add the Customer's e-mail box specified during registration to his mailing list.

5.3.7. Unless otherwise specified in this Agreement, the Contractor is not liable to the Customer and other persons for: indirect losses, loss of profits, loss of profits, regardless of the way they were caused.

5.3.8. The Contractor is not responsible for software errors of users and / or third parties involved by them in case of incorrect use of the API service.

6. Validity period, procedure for concluding and terminating the contract.

6.1.1. This Agreement enters into force from the moment the Customer accepts the offer and is valid until the Parties fulfill their obligations in full.

6.1.2. If one party fails to fulfill its obligations under the agreement as a result of force majeure circumstances (force majeure), the term of the parties' obligations under the agreement is extended for the duration of the force majeure. The parties are exempt from liability for losses incurred by the other party as a result of force majeure. If the impossibility of full or partial fulfillment of the obligations of one of the parties due to force majeure does not stop before the start of the event, either party has the right to terminate this agreement.

7. Confidentiality and Personal Data.

7.1. The site may use cookies to store both your personal and general information. "Cookies" are small text files that can be used by a site to recognize repeat visitors, make it easier for a site visitor to access and use, and track visitor hits by a site and collect general information to improve content. By using the Site, you agree to the Site's use of cookies.

7.2. <https://sms-activate.org/> collects data about its visitors using services such as: Google Analytics and Yandex Metrica. User data is not transferred or disclosed under any circumstances to third parties, and can be provided to government authorities upon request.

8. Procedure for resolving disputes.

8.1.1. All disputes and disagreements, if any, arise during the execution of this Of the Agreement, the Parties will try to resolve it through negotiations.

8.1.2. Parties make claims using the ticket system

8.1.3. The e-mail box specified by the Customer during registration is considered to be a contact one.

8.1.4. The deadline for responding to a claim is thirty b calendar days.

9. Other conditions.

9.1.1. Any notification requested or provided by one of the Parties to the other Party under this Agreement must be sent to the ticket system provided for in clause 8.1.2. Of the contract.

9.1.2. If any provision of this Agreement is recognized by the competent authority as invalid in whole or in part, this should not affect the operation of other provisions of this Agreement.

9.1.3. Payment under this Agreement means acceptance of all the conditions (points) listed above.

Refund policy

1. Funds can be returned on the basis of the Customer's application, except for the cases provided for by the Agreement and documents posted on the Site.

2. Funds can be returned, including in the case of:

- loss of the Customer's access to the Personal Account due to the actions of third parties.

3. The Contractor has established the following procedure for the return of funds:

- The customer must send an email to info@sms-activate.org. For the Contractor, a scanned copy of the application for a refund, which must contain the following information:

- date of payment;
- the amount of payment not used to pay for services;
- data of the card or electronic wallet from which the payment was made.

The application must be accompanied by a copy of the payment document (check), as well as screenshots of the pages confirming the facts specified in clause 2 of the Refund Policy.

4. The application must be signed by the Customer or his authorized representative by power of attorney and sent from the e-mail address that was indicated during registration.

If the application is signed by the representative of the Customer, a copy of the power of attorney must be attached to the application.

5. The contractor considers the application within 10 (ten) days from the date of its receipt.

6. If the application meets all the requirements, the Contractor sends to his bank (payment system) an order to transfer funds to the card or electronic wallet from which the payment was made.

The timing of the refund depends on the bank of the Contractor and the Customer, the Contractor cannot be held liable for violation of the terms of refund due to the violation by banks (payment systems) of the terms for transferring funds.

7. The Contractor has the right to refuse a refund if it is impossible to reliably establish the personal data of the Customer who sent the application, as well as the reliability of the reasons for the refund (clause 2 of the Agreement).

At the same time, the Contractor informs the Customer about the need to provide the relevant data and the subsequent process of considering an application for a refund.

In this case, the Customer has the right to re-send the corrected application.