



REG-SMS.ORG PUBLIC OFFER

This **Reg-sms.org Public Offer** (hereinafter referred to as the “**Offer**”) is an official offer of the Company to the User to conclude an Agreement for the provision of intermediary and technical services under the following conditions.

The Company and User executes the Agreement for the provision of intermediary and technical services upon User’s acceptance of the Offer. The acceptance of the Offer takes place in the manner specified in the Offer.

By accepting the Offer, the User guarantees that he/she has read the entire text of the Offer and the Agreement for the provision of services concluded in accordance with the Offer.

PREAMBLE

The conclusion of the Agreement as a result of the Offer Acceptance can be made by Users from different countries, taking into account the restrictions established by the Offer.

TERMS AND DEFINITIONS

1.	Offer	This document, as well as all annexes thereto. The Offer is an offer of the Company to the User to conclude an Agreement on the terms specified in the Offer.
2.	Personal Data and Cookie Processing Policy	An integral annex to the Offer regulating the procedure for collecting, storing and processing the User's Personal Data provided by him/her during the Registration, as well as other data. The Personal Data and Cookie Processing Policy is available at the link: https://reg-sms.org/privacy .
3.	Agreement	The Agreement concluded between the Company and the User as a result of the acceptance of the offer by the User. The Agreement is concluded on the terms specified in the Offer.
4.	Offer Acceptance	Performing the actions specified in the Agreement by the User to accept the Offer in full. The acceptance of the offer is complete and unconditional. As a result of the Offer Acceptance, an Agreement for the provision of Services by the Company in favor of the User is considered concluded.
5.	Company	REG-SMS LLP (reg. No OC451983), addressed at 111 FULHAM PALACE ROAD LONDON UNITED KINGDOM W6 8JA, email: info@reg-sms.org .

6.	User	A person who meets all the requirements specified in the Agreement, who has accepted the Offer in order to receive Services from the Company via the Website.
7.	Parties	User and Company.
8.	Website	A website operated by the Company, located at: https://reg-sms.org .
9.	Registration	The functionality of the Website aimed at creating a Personal Account. The Registration procedure represents the process when the User is entering and submitting the Registration Data.
10.	Registration Data	The following data that User provides during Registration: (1) Name, (2) E-mail, (3) Password.
11.	Personal Account or Account	The functionality of the Website, unique for each User, is available after Registration. The Personal Account is used to order a Service to receive the result of the Services rendered.
12.	Web Service	The functionality of the Website that allows the User to get access to and use the Company's Services.
13.	Services	The services provided on the terms of the Offer by the Company in favor of the User as a result of the concluded Agreement.
14.	Tariff	The cost of providing one or more Services of the Company, indicated on the Website next to the phone number. The relevant part of the Website is an integral part of the Agreement. The fee for the servicing Personal Account is an integral part of the Tariff.
15.	Message or SMS	A text message to the Used Number, the reception of which is provided by the Company as a result of the provision of Services under the Agreement.
16.	Receipt SMS	The result of Service rendering by the Company, expressed in providing the User with the opportunity to familiarize himself with the text of the SMS received at the Used Number.
17.	Used Number	The subscriber number placed on the Service, used to provide Services under the Agreement.
18.	Balance	The functionality of the Website aimed at displaying the advance payment received from the User under the Agreement.
19.	Return Operation	Actions of the Company aimed at making a refund to the User of the advance payment made by the User.

1. SUBJECT OF THE OFFER

1.1 This Offer regulates the procedure for concluding the Agreement and providing Services.

2. OFFER AMENDMENT

2.1 The Company has unlimited discretion at any time to amend the text of the Offer, including the Agreement.

2.2 The Company publishes the amended version of the Offer immediately upon amendment. The User undertakes, at his/her own risk, to regularly check for changes in the Offer (no less than once every 14 days), and bears all risks of violation of the amended terms of the Offer and the Agreement.

3. OFFER ACCEPTANCE

3.1 Following actions of User shall constitute the Offer Acceptance:

3.1.1 Putting a check mark during the Registration under the column "*I have read and agree to the terms of the Public Offer Reg-sms.org*".

3.2 Accepting the Offer the User guarantees that:

3.2.1 He/she has reached 18 years old (as well as the age of majority in the country of his residence), and that there are no circumstances preventing the User from fulfilling his obligations under the Offer, the Agreement in full;

3.2.2 The legislation of the User's country of residence allows him/her to conclude an Agreement, order Services and enjoy the outcome of the Service rendering; In the event that the conclusion of an Agreement is prohibited by the local laws of the User, he/she has no right to conclude an Agreement and is obliged to leave the Website immediately;

3.2.3 He/she has completely read the text of the Offer and fully understands its terms and conditions;

3.2.4 The Offer Acceptance has comprehensive and unequivocal nature and no exceptions; Partial Offer Acceptance, Offer Acceptance "on condition" is not allowed;

3.2.5 He/she is aware of his/her right to make proposals for amendment of the Offer and Agreement by sending such proposals to the Company's email address specified in the Offer, and that upon the Offer Acceptance, the User is considered to have exercised such a right, and that in the future the User does not have the opportunity to propose changes to the Offer, the Agreement.

3.3 The User does not have the right to accept the Offer, conclude an Agreement, order Services and enjoy the result of Services rendering where he/she does not comply with all the above guarantees.

3.3.1 In the event that User at the time after the Offer Acceptance loses his/her compliance with one or more of the above guarantees, such User is obliged to immediately stop using the Website, ordering and enjoying the result of Services rendering, and immediately notify the Company. Subsequently, such a User is obliged to act according to the instructions received from the Company, and the Company has the right to delete the Account of such a User and immediately terminate the concluded Agreement.

4 REGISTRATION

4.1 To enjoy the Services, the User must register a Personal Account and create a Personal Account.

4.2 Registration procedure:

4.2.1 Click on main page <https://reg-sms.org> to the button "Sing in" and next on "Sign up";

4.2.2 Enter the Registration Data on the opened form;

4.2.3 Confirm the entered password.

4.2.3.1 By entering the Registration Data, the User guarantees that:

- 4.2.3.1.1 The entered Registration Data will be complete and reliable;
- 4.2.3.1.2 The User is and will be the sole owner and rightful owner of the email address (E-mail); Entering someone else's email address is not allowed;
- 4.2.3.1.3 He/she understands that all actions performed using the entered email address are considered to be committed by himself, and the User bears all risks for compliance with this guarantee; Upon the withdrawal from the possession of the email address, the User undertakes to immediately notify the Company about this;
- 4.2.3.1.4 He/she is aware of the need to observe proper security measures in order to prevent access to third parties' e-mail.

4.2.3.2 After entering the Registration Data, the User is obliged to read the entire text of the Offer and the Policy for Processing Personal Data and Cookies and agree to their terms and conditions by putting a mark in the appropriate checkbox.

4.2.3.3 The last step of registration check your email, it will receive an email with a code to confirm registration on reg-sms.org.

4.2.3.4 After entering the code, registration is considered successful and you get access to your Personal Account.

4.3 The Company has the right to refuse the User Registration in the following cases:

4.3.1 The Company has reason to believe that:

- 4.3.1.1 The Registration Data entered by the User is unreliable;
- 4.3.1.2 The use of the Website is carried out or will be carried out by the User in violation of the guarantees provided (including the guarantee of compliance with legal requirements);
- 4.3.1.3 User, at the discretion of the Company, commits actions that harm or may harm the reputation of the Company.

4.4 The Company has the right to cancel the Registration already made, regardless of the period of such registration. Cancellation of Registration occurs in the same cases as refusal of Registration.

5 AGREEMENT SUBJECT

5.1 In accordance with the Agreement, the User receives the opportunity to order the Company's Services which represent the technical opportunity to familiarise himself/herself with the text of SMS received to the Used Number, for which the User pays the Company a fee.

5.2 Providing Services, the Company acts as an intermediary between the User and the mobile operator.

5.3 The time periods and Tariffs for the provision of Services are posted on the Website.

5.4 The provision of Services is allowed using the API of the Web Service.

6 TERM OF THE AGREEMENT

6.1 The Agreement is concluded from the moment of Offer Acceptance and until the fulfillment by both Parties of their obligations under the Agreement, or delete the Personal Account.

7 TERMS OF SERVICE PROVISION

7.1 The Services are provided on the terms stipulated by the Agreement.

7.1.1 Anything that is not provided under the Agreement, shall be regulated according to the information provided on the Website. Such information is recognized as an

integral part of the Agreement. In case of contradictions, the information on the Website shall prevail.

8 PERSONAL ACCOUNT

8.1 After Registration, a Personal Account becomes available to the User.

8.2 User orders and enjoys the result of the Services by using the functionality of the Personal Account.

8.3 The Company has the right to suspend the User's access to the Personal Account in the following cases:

8.3.1 The Company identifies the signs that gives the grounds to cancel User Registration;

8.3.2 The Company identifies suspicious attempts of entering Authorization Data (potential unauthorized access to the Personal Account);

8.3.3 The Company received a request from the competent authority and (or) a person regarding the User's activities;

8.3.4 In other cases at the discretion of the Company.

8.4 Suspension of the access to the User's Personal Account triggers following events:

8.4.1 The User temporarily loses the ability to access the Personal Account by entering Authorization Data;

8.4.2 The User has the right to submit an appeal to the Company for restoration of access to the Personal Account via email;

8.4.3 The Company requests the User for information based on his/her request for restoration of access to the Personal Account.

8.4.3.1 A Company has full discretion to decide whether such request for information is required. In any case, the User is obliged to act in accordance with the Company's requirements contained in the request.

8.4.4 Where User met all aforementioned Company's requirements, as well as where the Company has no other grounds for suspending access to the Personal Account, the Company restores access of the User to his/her Personal Account.

8.5 The Company has the right to permanently delete the User's Personal Account where:

8.5.1 It is requested by the User via email;

8.5.2 The reasons for the suspension of User access to the Personal Account have not been eliminated within 30 (Thirty) days from the date of sending the request by the Company.

8.6 Deletion of the User's Personal Account results in following:

8.6.1 The User permanently loses the ability to access the Personal Account by entering Authorization Data.

8.6.1.1 While the Company has the right to store information about all actions that were performed by the User using the functionality of the Personal Account, under the terms of the Personal Data and Cookie Processing Policy.

8.6.2 The refund of the funds on the balance of the User is effectuated according to the rules of the relevant section of the Agreement.

9 COMPANY FEES

9.1 In consideration for the Services rendered, the User pays fees to the Company. The amount of the fees is set by the Tariffs.

9.2 The User pays the fees by using the payment methods provided on the Website.

9.3 The deposited funds are displayed in the "Balance" section (or its equivalent) in the User's Personal Account, and are reduced by the sum of relevant Service fee upon the Services

ordering. When the sum of down payment is exhausted or not sufficient, the Website will reject the new orders of the Services.

9.4 Funds are debited from the Balance as follows:

9.4.1 The User selects the Used Number to Receive SMS;

9.4.2 The User's balance is reduced by the cost of the Service;

9.4.3 The User is given the opportunity to receive SMS from the Used Number.

9.5 The Company may decide to provide a personal discount to the User or exempt him from the obligation to pay for the servicing of the Personal Account.

10 SECURITY OF PAYMENTS

10.1 When replenishing the Balance with a bank card, payment processing (including entering the card number) takes place on a secure page of the processing system, which has passed international certification. Payment security is guaranteed by the processing center. This means that confidential User data (card details, registration data, etc.) are not received by the Company, their processing is fully protected and no one, including the Company, can receive the User's bank card data or other data necessary for making a payment.

10.2 When working with card data, the information security standard developed by the international payment systems Visa and MasterCard - Payment Card Industry Data Security Standard (PCI DSS) is applied, which ensures the secure processing of the User's bank card details. The applied data transfer technology guarantees the security of transactions with bank cards by using TLS (Transport Layer Security) protocols, Verified by Visa, Secure Code, MIR Accept and closed banking networks with the highest degree of protection.

11 REFUND PROCEDURE

11.1 To get a refund User shall do the following:

11.1.1 The User sends an application for a refund to the Company's email;

11.1.2 Where the Service has not been provided, or has been provided improperly, the Company offers options for correcting the Service if the reason for the refund operation is non-provision, inactivity of the Service;

11.1.3 The Company determines the refund amount based on the operations of debiting funds from the User's Balance in the Personal Account;

11.1.4 The Company performs the refund operation exclusively according to the User's details that he entered when making the payment.

12 APPLICABLE LAW AND DISPUTE RESOLUTION

12.1 Applicable law to the relations of the Parties under the Agreement: **the law of England and Wales.**

12.2 The claim procedure for resolving disputes under the Agreement is mandatory for the Parties. The term of consideration of the claim is 60 (Sixty) calendar days from the date of receipt of the claim. Interested Party sends a statement of claims that has to be duly executed and signed by an authorized person in writing by registered mail to the address of the Party specified in the Offer (for the Company), or to the email provided during Registration (for the User).

12.3 Where Parties fail to solve the dispute peacefully, each of the Parties can file the dispute to the competent court of England and Wales for resolution.

13 LIABILITY OF THE PARTIES

13.1 Unless otherwise provided by the Offer, the User acknowledges and agrees that the Website for the purpose of providing Services is provided to the User "AS IS" and "AS AVAILABLE", without any guarantees, including regarding commercial value, suitability for use for specific purposes, permanent availability, etc. The Company does not

guarantee the error-free operation of the Website, compliance of its functionality with User expectations, and the absence of defects, viruses or other malicious components.

13.2 The Company is under no circumstances liable for direct, indirect damages or losses of any kind (including, but not limited to, loss of income or profit, as well as the use of data).

13.3 The User undertakes:

13.3.1 To compensate the Company for losses caused by payments collected from the Company by third parties, including administrative fines from control and supervisory authorities received by the Company due to violations by the User of the provisions of the Agreement and legislation.

14 INTELLECTUAL PROPERTY

14.1 The exclusive rights to the Website, any of its contents, belong to the Company or its counterparties, all rights to these objects are protected.

14.2 The User does not have the right to perform any actions with the Website and its contents, except for ordering Services and receiving the result of Services.

15 FINAL PROVISIONS

15.1 In the event that certain provisions of the Offer cannot be applied to the specified extent due to legal restrictions, they are subject to replacement by provisions that are as close as possible in their meaning to the original, and are subject to application in an amended form (including to already established legal relations).

15.2 Invalidation in whole or in part of one or more provisions of the Offer does not entail the invalidity of other provisions of the Offer, or the Offer or the Agreement as a whole.