



# **SMS MTANDAO BULK MESSAGING PLATFORM TERMS AND CONDITIONS**

## SMS MTANDAO BULK MESSAGING PLATFORM TERMS AND CONDITIONS

This is a contract entered into by **DataVision International LTD** (hereinafter referred to as “the Service Provider”) and **The Client**

The Client hereby engages the Service Provider to provide services described herein as “SMS Notification System (SMS Mtandao)” The Service Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under “Payment for Services Rendered.”

### 1.0 IMPLEMENTATION APPROACH & ROLES

The description below indicates key responsibilities by both parties.

#### 1.1 Service Provider’s Responsibilities

- 1.1.1 The SMS Mtandao Application is a cloud service, where the Client will access through a given web link. The Clients is to use the application “as a service”.
- 1.1.3 The to and fro relay of SMS will be through the Service Provider’s Mobile gateway;
- 1.1.4 The client will be able to use SMS Mtandao and access training materials through the online links found on our platform;
- 1.1.5 If connecting to a 3<sup>rd</sup> Party system the technical team will provide the API Document and the token for the client to implement the integration process on their side

#### 1.2 Client’s Responsibilities

- 1.2.1 In order to enable the setting-up of the account, the Client shall provide the Service Provider with User Name and contact person to be trained on how to use the system.
- 1.2.2 It is the Client’s responsibility to suggest/provide the Sender ID. The registered sender ID shall be unique (at system level) with a limit of only 11 characters. Once the Sender ID has been requested by a client and approved by DataVision (normally within 7 working days), the Client will not be able to change it, and any change of the same must be communicated to the Service Provider.

NB: In the 5 working days period while waiting for registration of a Sender ID, Client will use INFO as a default Sender ID and include a signature in the message content.

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## 2.0 Pricing

2.0.1 The initial set up amount is TShs 1,000,000 which is divided as shown below

Item	Amount (TZS)
Price per message (VAT Inc.) to all operators (Vodacom, Tigo, Airtel, Halopesa, Zantel, TTCL)	30

2.0.2 The Client can also opt for a post-pad approach by contacting with the SMS Mtandao Business Team

## 3.0 CONTENT OF THE MESSAGE

3.0.1 The client shall be responsible for the composition, meaning and interpretation of the content of the message sent from own account.

3.0.2 It will be the responsibility of Client to key-in, edit and delete the details relating to the contacts.

3.0.3 The Client shall be able to use the Database without seeing the contacts numbers but only seeing the general reports in that particular batch. The contacts will be provided upon client's request

## 4.0 DURATION

4.0.1 Unless stated otherwise, these terms and conditions remains valid during the usage of SMS Mtandao platform, where the starting date is the date as per this agreement.

## 5.0 CONFIDENTIALITY

5.0.1 The Client and Service Provider do both agree to discuss the assignment listed above with only one another and any other agreed upon parties, listed as a Client's Contact Person.

5.0.2 Confidentiality applies to what is considered to be protected by this Agreement/Contact, and continues even after the contract expires. It is therefore our due responsibility to observe confidentiality of anything listed in the contract or that will be exposed to Service Provider in the course of doing this assignment

## 6.0 RIGHTS

The Service Provider is the sole owner of the SMS Notification Application henceforth the Client will only reserve service and pay for it. This will be in

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such a way that the Service Provider only sells Software as a Service (SaaS). However the Client has the right to keep his/her Contacts and own the service.

## **7.0 RELATIONSHIP**

These Terms and Conditions do not imply any other relationship between Client and Service Provider. Any further work requested by Client and/or suggested by Service Provider must be governed under a separate agreement.

## **8.0 APPLICABLE LAWS**

The present Agreement shall be governed by and construed in accordance with the Laws of The United Republic of Tanzania, and the parties agree to submit all other disputes to arbitration in accordance to Arbitration Laws of Tanzania.

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