

GENERAL TERMS AND CONDITIONS

for using the services of the SMSmanager.cz and SMSmanager.com portals

These General Terms and Conditions (hereinafter referred to as the "GTC") are issued by Interactive Marketing, s.r.o., Company ID No. 24814075, with its registered office at Komunardů 1091/36, 170 00 Prague 7 (hereinafter referred to as the "Provider"). They establish the binding rules for the use of the Provider's online services (hereinafter referred to as the "Services") by all registered users (hereinafter referred to as the "User").

I. General Provisions

1. The Provider operates the web portals smsmanager.cz and smsmanager.com and provides interfaces and APIs for sending and receiving SMS messages through them.
2. By registering an Account, the User confirms that they have read these GTC, agree with them, and enter into a contract for the provision of Services (hereinafter referred to as the "Account").
3. The GTC form an integral part of all contracts concluded between the Provider and the User (in particular, the Service Provision Agreement, SLA appendices, Processing Agreement).
4. In the event of a conflict, a specific contractual document shall take precedence over the provisions of the GTC.
5. In relation to the nature of the Services provided, the User acts as their sender and personal data controller within the meaning of the GDPR. The Provider only ensures the technical transmission and does not enter into legal relationships between the User and the message recipients.

II. Definitions

Portal – the Provider's web and API platform.

Credit – a prepaid monetary value held in the User's Account.

Price List – a current overview of the unit prices of the Services.

SLA – a Service Level Agreement concluded individually between the parties.

Subscription – Services marked in the Price List as "subscription" (or Services whose price is marked as "per period") are Services provided for a fixed price for a predetermined period of time.

III. Registration and Account Management

1. Proper registration and the provision of current and truthful data are a prerequisite for the activation of the Services. The User is obliged to keep the data up to date; the User shall bear any damage caused by failure to comply with this obligation.
2. The Provider is entitled to refuse registration or cancel it if: a) the User provides false information; b) it reasonably believes that the Services will be used for activities contrary to these GTC (e.g., spamming). 3.3 In the event of account cancellation for the reasons described in paragraph 3.2 or as a result of a breach of the GTC, the User's right to a refund of the prepaid credit value expires.
3. Each User may receive a one-time promotional credit; there is no legal entitlement to the promotional credit, and the Provider may withdraw it at any time.

IV. Ordering Services, Credit, and Subscription

1. The User uses the Services either from prepaid Credit or based on a Service Provision Agreement in the form of invoices issued for the services provided.
2. An order is considered paid on the date the amount is credited to the Provider's account.
3. Credit is valid without limitation, but if no Credit is used or added to within 12 months, the Account is considered inactive. An inactive account fee of CZK 25 excluding VAT per month is charged; in such a case, the credit may fall into a negative balance.
4. An account with a negative balance for more than 1 month may be canceled by the Provider without the User's entitlement to compensation.
5. Credit can be refunded at the User's request for a handling fee of CZK 200 excluding VAT; the fee is deducted from the refunded Credit.
6. The User pays the price for the entire prepaid period in advance and a one-time activation fee, if specified. Activation is carried out only after receipt of payment; the activation fee is non-refundable.
7. Subscriptions can only be ordered for the entire prepaid period (e.g., month, year). Early termination by the User does not entitle them to a refund of a proportional part of the price, even in the event of non-use of the Services.

8. The subscription is automatically renewed for the same period unless the User deactivates it in the Portal or sends a written notice of termination at least 5 working days before the end of the current period. Renewal creates an obligation to pay the price for the following period.
9. The User may request an upgrade of the tariff (higher volume) at any time, which will take effect immediately after paying the price difference. A downgrade is effective from the next subscription period.
10. If the User cancels the subscription before the expiry of the minimum period, the Provider retains the right to payment of the price for the entire period; the Provider may terminate the subscription with the same notice period as the User or immediately in the event of a breach of the GTC.

V. Payment Terms

1. The prices of the Services are governed by the current Price List. The Provider reserves the right to unilaterally change the Price List – if an external supplier (mobile operator) increases the price, the change is effective immediately; in other cases, no earlier than 5 working days after publication.
2. If the charged prices differ from the published Price List, the Price List is considered out of date or the values stated in it are incorrect. In the event of different prices being quoted, the actual price charged for the services takes precedence. The User is obliged to check the price of the Services when or before using them (verify the charged price in the Portal or API, etc.).
3. The due date of invoices is 14 days; a delay of more than 7 days entitles the Provider to suspend the Services.

VI. User's Obligations

1. The User is solely responsible for the content of the SMS and undertakes not to send:
 - 1) unsolicited commercial communications (spam),
 - 2) content promoting the endangerment of the intellectual, emotional, or moral development of children,
 - 3) content promoting illegal activities, audiotext services, pornography, or violence.
2. The User archives verifiable consents of the recipients and submits them to the Provider upon request.

3. Bulk campaigns of over 200,000 SMS must be reported at least 3 working days in advance; otherwise, the Provider does not guarantee delivery on the requested date.
4. The User is responsible for complying with time restrictions for sending (weekdays 08:00-20:00) and for using the correct number format. Messages to invalid number formats may be charged in the standard manner.
5. The User agrees to pay all fines or claims of third parties incurred by the Provider due to the User's breach of obligations, including accessories (e.g., including legal representation costs in the matter).
6. The User acknowledges that the fact that the technical sending of messages is carried out by the Provider does not relieve the User of any of the legal obligations that apply to them, in particular according to:
 - 1) Act No. 127/2005 Coll. (Electronic Communications),
 - 2) Act No. 480/2004 Coll. (Certain Information Society Services),
 - 3) GDPR and Act No. 110/2019 Coll. (Processing of Personal Data),
 - 4) other related legal regulations and operator codes.
2. The User remains solely responsible for the content, legality, and permissibility of all messages and for the legal conditions of personal data processing.
3. The User bears direct responsibility for all fines, damages, court costs, and other sanctions imposed by a regulatory authority, court, or operator as a result of a breach of these obligations.

VII. Rights and Obligations of the Provider

1. The Provider may temporarily restrict or interrupt the Services for technical, operational, security reasons, or in the event of force majeure. In such a case, the provision of the Services may be reasonably delayed.
2. The Provider is entitled to refuse or suspend performance if the User violates legal regulations, operator conditions, the GTC, or is in default of payment.
3. The Provider undertakes to remedy defects as soon as possible; without an individual SLA, it is not responsible for continuous functionality.

4. The Provider is entitled to unilaterally amend the GTC; the new version will be published at least 5 working days before its effective date. The User has the right to disagree and terminate the GTC with a 5-day notice period.
5. The Provider is entitled to unilaterally and without prior notice modify the technical type of services provided in order to maintain the services provided in the event that the service could otherwise be unavailable or its quality impaired (due to short-term or long-term unavailability of specific telecommunications service providers, capacity limitations of the number of messages sent, etc.) if the nature of the end service is maintained at a similar quality.

VIII. Liability

1. The Provider is liable only for direct damage caused by a demonstrable defect in the Service, up to a maximum of 100% of the credit consumed in the last 30 days.
2. The Provider is not liable for lost profits, reputational damage, or indirect damages.
3. The User agrees that compensation for damage can only be claimed in the form of a discount on future services.
4. If the Provider pays any amount to a third party due to the User's breach of obligations under Article VI, paragraph 6, the Provider has the right of recourse against the User for the full amount paid, increased by incurred costs (typically legal representation).

IX. Complaints

1. Complaints are submitted by e-mail to cc@smsmanager.cz within 14 days of the event; they must include telephone numbers, date, and time.
2. The Provider will process the complaint within 30 days.
3. Reasonable compensation is provided in the form of credit.

X. Changes to the GTC and Price List

1. The Provider may unilaterally change the GTC and Price List to the extent necessary for legal, technical, security, or commercial reasons.
2. The User will be informed of the change via the Portal and by e-mail.
3. By continuing to use the Services after the effective date of the change, the User expresses consent to the new version.

XI. Dispute Resolution

1. The parties will attempt to resolve any dispute amicably.
2. If an amicable settlement cannot be reached, the court with jurisdiction according to the Provider's registered office shall have jurisdiction to resolve the dispute.
3. The option of out-of-court dispute resolution through the Czech Trade Inspection Authority (ČOI) remains for consumers.

XII. Final Provisions

1. The contracting parties exclude the application of Section 1740(3), Section 558(2), Section 1765(2), and Section 1729(2) of the Civil Code.
2. If any provision of the GTC becomes invalid, this does not affect the validity of the remaining provisions; the parties shall replace it with a provision that is closest in meaning.
3. These GTC come into effect on May 1, 2025, and replace previous versions.