



ITNT SMS Terms & Conditions

The following are the terms and conditions for use of the ITNT SMS service (hereinafter referred to as the "service") by the User.

By registering on the ITNT SMS web site, and/or by accessing any part of the ITNT SMS service the User agrees that he/she/it automatically becomes a party to this service agreement and agrees to be bound by all the terms and conditions contained in this service agreement.

Should the User not agree to all the terms and conditions contained in this service agreement, or cannot comply with such terms and conditions, the User should not complete the registration process and should not make use of the ITNT SMS services.

The User agrees that all terms and conditions as set out in this document [and as varied, amended, or changed as provided for in this document] shall be binding and that should there be a contradiction between product-specific terms and conditions, and the terms and conditions as set out in this document, the product-specific terms and conditions shall apply.

The User understands that the ITNT SMS product and service is owned and run by UpTown Trading 373cc t/a ITNT MOBILE, registration number 2004/105121/23. All references herein to ITNT SMS as an entity/company/organisation shall mean "ITNT MOBILE".

WASPA Code of Conduct

WASPA Code of Conduct means the Code of Conduct of the Wireless Application Service Provider Association at www.waspa.org.za.

The User shall only use the ITNT SMS Services for lawful purposes and warrants that he/she/it shall strictly adhere to the WASPA Code of Conduct.

ITNT SMS shall not be held liable by the User if some or all services are suspended by the cellular network operator(s) or WASPA or any other regulatory body, or if any agreement with the SP is cancelled due to any illegal activity or activity contravening the laws of South Africa and/or the WASPA rules and guidelines by the User. The onus to keep informed of and review the content of the WASPA Code of Conduct remains on the User.

ITNT SMS shall have the right to retain any funds payable to the User in the case of pending WASPA or networks fines, or unresolved WASPA complaints directed to the User due to misconduct in the market.

The User shall take full responsibility for any formal responses to any regulating body and ITNT SMS shall be kept fully informed of the progress of any such proceedings.

The User shall at all times be responsible for payment, upon demand, of any fines or penalties imposed by any regulating or other authority.



ITNT SMS reserves the right to summarily suspend the services of a User that does not comply with the WASPA Code of Conduct or breach of any terms and conditions in this document without notice. ITNT SMS shall not be liable for any damages suffered by the User as a result of such suspension.

1. The ITNT SMS Service

1.1 The service consists of a browser interface, an online SMS messaging application, SMS gateway access, data transmission, data access, data storage, a SMS short-code system, and any other means made available from time to time to facilitate the sending and or receiving of SMS messages. The User is responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the service, and for paying all access charges (e.g., ISP, telecommunications, sms credits) incurred while using the service.

1.2 ITNT SMS does not warrant or guarantee a continuously available service or any specific feature(s) of the service and the User shall have no claim against ITNT SMS of whatsoever nature arising from the non-availability of the service or any feature of the service from time to time.

1.3 Messages shall be deemed to have been sent to the relevant recipient when ITNT SMS has delivered/sent the messages to the immediate destination as provided for by ITNT SMS software, including SMTP servers, Mobile telephone networks, or any other intermediary server or API that is deemed to be the point of dispatch of the message. ITNT SMS has no obligation to and does not warrant or guarantee that SMS messages sent by ITNT SMS as provided for by ITNT SMS software will be delivered to cell phones by Mobile telephone networks.

1.4 ITNT SMS gives no warranty regarding its network coverage. Although ITNT SMS focuses on providing extensive coverage, mobile networks may choose from time to time to not be part of ITNT SMS or its service providers' networks. This may result in messages not being delivered. The User shall have no claim against ITNT SMS of whatsoever nature arising from the non-delivery of messages in these circumstances.

1.5 ITNT SMS reserves the right to change or terminate the service and/or alter the terms and conditions of this agreement at any time without notice and with immediate effect. All fees paid to ITNT SMS when such termination occurs are addressed in the sections below.

2. Use of the ITNT SMS Client Application

Subject to the terms and conditions of this service agreement and South African Law, ITNT SMS grants the User an individual, personal, non-sub licensable, non-exclusive and non-transferable license ("the License") to use its software and/or application service, in object code form only, and only in accordance with the applicable end user documentation, if any, and only in conjunction with the ITNT SMS service agreement.

The User will not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to establish the source code or underlying ideas or algorithms of the software; modify, translate, or create derivative works based on the software/ application; or copy (except for archival



purposes), rent, lease, distribute, assign, or otherwise transfer rights to the software/application; use the software/application for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels with regard to ITNT SMS products and/or services.

As between the parties, the User acknowledges that ITNT SMS, and its licensors retain ownership of all propriety applications, software, intellectual property "IP" (Intellectual Property) and any portions or copies thereof, and all rights therein. Upon termination of this service agreement for any reason, this License will terminate and the User shall destroy and cease to use all software and applications. The software is provided and applications are offered, "as is" and subject to the warranty disclaimers and limitations of liability found in this service agreement and subject to testing by the User prior to entering into this agreement.

3. User Account, Password, and Security

To open an account for usage of the service, the User must complete the registration process by providing ITNT SMS with current, complete and accurate information as prompted by the registration form on the ITNT SMS web site. Inaccurate details will result in suspension. The User will choose an account name and a password. The User's password must be of sufficient strength to be permitted and the user can change the password by going to the "My Profile" section on the ITNT SMS web site.

The User may only register one Main Account for his/her use. If additional accounts are required by the User, the User must register each recipient to create additional accounts by going to the "Registration" section of the client zone on the ITNT SMS web site.

Any attempt by the User to register more than one Main Account, without having received permission from ITNT SMS, will result in the immediate suspension of the Users account.

The User is entirely responsible for maintaining confidentiality with regard to its password and account information. Furthermore, the User is entirely responsible for any and all activities that occur under its account. The User indemnifies ITNT SMS against any claim of whatsoever nature brought by any third party arising from the services offered.

The User agrees to notify ITNT SMS immediately of any unauthorized use of its account or any other breach of security.

4. Users Privacy

4.1 It is ITNT SMS's policy to respect the privacy of the User. ITNT SMS will not disclose any personal information about the User or the User's ITNT SMS account, including its contents, without the User's prior permission unless ITNT SMS has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of ITNT SMS; (3) enforce this service agreement or protect ITNT SMS 's business or reputation, including without limitation upon termination, cancellation or suspension of this agreement by ITNT SMS; (4) respond to requests for identification in connection with any claim of copyright or trademark



infringement by the User or a claim by a third party that the User is using the service in connection with an infringing, illegal or improper activity; or (5) act to protect the interests of the User or others.

For more information on ITNT SMS's Privacy Policy [click here](#).

4.2 The User agrees that ITNT SMS may access its account, including its contents, as stated above in order to respond to service or technical issues.

4.3 The User hereby grants ITNT SMS the right to send the User communication via e-mail or SMS of any updates, upgrades, notices, or other information that ITNT SMS deems important for the User to know, relating to the service.

5. Messages and other Limitations

ITNT SMS assumes no responsibility for the deletion or failure to store information. ITNT SMS has set no fixed upper limit on the number of messages the User may send through the service apart from how many SMS credits are left in the User's account; however, ITNT SMS reserves the right, at its sole discretion, to determine whether or not the User's conduct is consistent with the letter and spirit of this agreement and may terminate the service if the User's conduct is found to be inconsistent with the agreement. ITNT SMS may, in the future, without prior notification, limit the amount of message storage space available to each User.

Although ITNT SMS prides itself on speedy delivery of messages, messages may be delivered late due to queuing or network traffic. This will still result in the message being seen as "sent"

6. User Conduct

6.1 The User agrees to abide by all applicable local, national and international laws and regulations and is solely responsible for all acts or omissions that occur under its account or password, including the content of any transmissions through the service. By way of example, and not as a limitation, the User agrees not to:

6.1.1 Use the service in connection with chain letters, junk SMS messages, spamming or any unsolicited messages (commercial or otherwise);

6.1.2 Harvest or otherwise collect information about others, including email addresses, without their consent;

6.1.3 Create a false identity or forged mobile phone address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;

6.1.4 Transmit through the service, associate with the service or publishing with the service wrongful, malicious, unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature;



6.1.5 Transmit any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity;

6.1.6 Libel, defame or slander any person, or infringe upon any person's privacy rights;

6.1.7 Transmit any material that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;

6.1.8 Interfere with or disrupt networks connected to the service or violate the regulations, policies or procedures of such networks;

6.1.9 Attempt to gain unauthorised access to the service, other accounts, computer systems or networks connected to the service, through password mining or any other means;

6.1.10 Interfere with another User's use and enjoyment of the service or another entity's use and enjoyment of similar services; or

6.1.11 Engage in any other activity that ITNT SMS believes could subject it to criminal liability or civil penalty or judgment.

7. Payment, Fees and the Users Right to Cancel

7.1 In consideration for the use of ITNT SMS's services, the User shall pay to ITNT SMS a transaction or subscription fee (as appropriate) for messages delivered or partially delivered using any available delivery method, at the applicable rate then in effect. ITNT SMS may from time to time offer limited time "Free Trial" or similar promotions during which no transaction fees or reduced transaction fees shall apply. Such promotions are intended for Users to test the capabilities of the service and/or for casual, personal use only. During such promotions, all provisions of this agreement shall remain in full force and effect.

7.2 All fees are payable in advance. Failure to purchase credits in advance will result in suspension of the services. Advance payment refers to payment that is made within a reasonable time so as to allow ITNT SMS to add the SMS credits to the User's account.

7.3 Payment. Transaction fees are due and payable when the User places an order for SMS credits from within the "Client Zone" at the ITNT SMS web site. Payment shall be deemed to have been made as soon as the fee is cleared and available in ITNT SMS's bank account.

7.4 Credit Card Payment. If the User has elected to pay for SMS credits by credit card, and ITNT SMS does not receive payment from the credit card issuer, the User agrees to pay all amounts due, immediately upon demand by ITNT SMS. All amounts are pre-paid and the User agrees to payment and the Terms and Conditions of such payment when such payment is made. ITNT SMS reserves the right to come to other payment arrangements on a case-by-case basis. Agreements with the credit card issuer governs use of the User's credit card, and the User must refer to that agreement to ascertain its rights and liabilities as a cardholder.

7.5 Termination or Cancellation by the User. The User is free to terminate or cancel this agreement at any time, and for any reason; provided, however, for such termination or cancellation to be effective the User must carry out such termination in accordance with the policies and procedures established by ITNT SMS. Any questions concerning the appropriate method by which to cancel this agreement, should be addressed to info at info@itnt.co.za.

7.6 The User acknowledges that ITNT SMS is dependent on various telecommunication networks and institutions for the delivery of its messages and that ITNT SMS may adjust its prices as and when necessary, should these telecommunication networks and institutions adjust their pricing. ITNT SMS undertakes to notify the User of such adjustments in writing via e-mail, prior to implementing such adjustments. Should there be a cost increase after the User has purchased message credits from ITNT SMS, ITNT SMS reserves the right to adjust the Users' remaining credit balance accordingly.

7.7 The User shall be entitled to request a refund of monies paid to ITNT SMS within 7 days of making their purchase from ITNT SMS, provided that the amount requested for refund is an amount equivalent to the number of message credits left in the User's account, i.e. all messages sent will be subtracted from the User's account. Further to that the User will receive back the amount which fits in with the corresponding volume-option - i.e. on the cost-scale equivalent to the amount of message credits used. There is a 10% administration charge on all refunds.

8. Credit-based billing principles for messages sent to International destinations.

ITNT SMS is able to charge variable amounts of credits per message sent through its system. These variable amounts are published on ITNT SMS's coverage pages from time to time, and ITNT SMS charges the published rate when a message is sent through the system. The User understands that the number of credits to a specific destination network may change due to factors beyond the control of ITNT SMS, and that ITNT SMS may adjust these rates whenever it deems it necessary to do so.

9. Modification of Terms; Termination, Cancellation, and Suspension

9.1 Modification of Terms. ITNT SMS frequently updates, modifies, and otherwise continually seeks to improve the ITNT SMS services and products. Such changes often dictate that we simultaneously modify our Terms and Conditions of Use. As such, ITNT SMS shall have the right to modify the terms of this agreement and to change or discontinue any aspect or feature of the ITNT SMS service, in either case, as it deems reasonably necessary. Such changes shall be effective immediately upon posting on its website of such addition, change, or deletion. Any use by the User of the service after any such change has been posted shall constitute the acceptance of any such changes. If the User does not agree with any such changes, the service may be cancelled in accordance with the procedures for cancellation set forth in this agreement. The User acknowledges its responsibility to review this agreement from time to time and to be aware of any such changes.

9.2 Termination, Cancellation and/or Suspension by ITNT SMS; Disclosure of Information. This agreement and the license granted here under may be terminated, cancelled and/or suspended by ITNT SMS at any time if, in ITNT SMS's sole discretion, the User breaches these Terms of service. Such



termination, cancellation and/or suspension by ITNT SMS shall be effective immediately upon notification by ITNT SMS to the User in any reasonable manner, including but not limited to, notification by e-mail or SMS. Upon, during, and/or after any such breach, ITNT SMS may elect to suspend, terminate and/or cancel this agreement and/or recover any and all damages from the User arising from or relating to the event(s) giving rise to the suspension, termination or cancellation. ITNT SMS reserves the right to suspend the User's service at any stage for any reason it may deem necessary, including but not limited to the, financial status of the User or the content of the messages originating from the User

9.3 In the event that ITNT SMS receives complaints from recipients or third parties with respect to the use of the service, ITNT SMS additionally reserves the right, in its sole discretion, to disclose any and all User information to the complainant, applicable authorities or any other party involved in the complaint.

9.4 Termination or Cancellation by the User; Obligations Upon Termination and/or Cancellation. Upon any termination, cancellation and/or suspension of this service agreement, the User is responsible for any obligations then accrued including, but not limited to, payment of any costs or charges that may arise in connection with such termination, cancellation and/or suspension, and payment of all outstanding transaction fees for use prior to said termination, cancellation and/or suspension occurs. Payment and other obligations under this service agreement are not suspended, stayed, or otherwise affected by a suspension of access to / or use of ITNT SMS (in whole or in part) where said suspension arises from the User's failure to comply with, or violation of, the terms of this service agreement or of any law or legal obligation. Upon termination and/or cancellation, for any reason, the User agrees to immediately cease using ITNT SMS and remove all ITNT SMS software and applications on any computer, database, server (local or remote) in Users possession or under its control.

9.5 Upon termination of this service agreement, ITNT SMS shall have no financial or other obligation to the User of whatsoever nature, except as arises from point 9.6 below.

9.6 Financial obligations of ITNT SMS upon Termination and/or Cancellation by ITNT SMS; Should the termination of services result in a situation where the User still has credits (or messages that are pre-paid), the User shall only be entitled to request a refund of monies pre-paid to ITNT SMS within the last 7 days prior to the cancellation or termination of the agreement, provided that the amount requested for refund is an amount equivalent to the number of message credits left in the User's account and such refund, if any, shall be subject to the provisions of paragraph 7.7 and also the deduction of any expenses that may be incurred by ITNT SMS to facilitate the refund, including but not limited to payment commissions, transfer duties, legal costs, third-party involvement, provided the User requests any such refund due, in writing, within seven days of notification of termination and/or cancellation. There is a minimum administration charge of 10% on all refunds.

10. No Warranties Or Liabilities

10.1 Generally. The User expressly acknowledges and agrees that the use of the service and the internet generally is at its own risk and that the service is provided "as is" and "as available" without



any warranties or conditions whatsoever, express or implied. ITNT SMS will use commercially reasonable efforts to make access to ITNT SMS available to the User through the required access protocols, but makes no warranty or guarantee that the User will be able to access ITNT SMS at any particular time or any particular location.

10.2 Additional Limitations. Without limiting the generality of the terms set forth in Section 10.1, and the other provisions of this agreement relating to warranties, ITNT SMS and its affiliates, agents, content providers, service providers, and licensors:

10.2.1 Hereby disclaim all express and implied warranties as to the accuracy, completeness, non-infringement, merchantability or fitness for particular purpose of ITNT SMS generally, and any content or services contained therein, as well as all express and implied warranties that the operation of ITNT SMS generally and any content or services contained therein will be uninterrupted or error-free;

10.2.2 Shall in no event be liable to the User or anyone else for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of the service generally, and any aspect ancillary thereto; (the User agrees to indemnify ITNT SMS pursuant to point 12 hereof for any and all third party claims arising from such failures, delays or interruptions in connection with regard to use of the service);

10.2.3 Without in any way limiting the foregoing, ITNT SMS shall in no event have (in the aggregate) any liability whatsoever in connection with this agreement in excess of an amount equal to two times the lowest monthly transaction fee applicable to such account and /or claim in effect for the monthly period immediately preceding the date of the first claim made by the User and/or the User alleging liability.

10.2.4 High risk activities. the ITNT SMS service is not fault-tolerant and is not designed, manufactured or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, including but not limited to use in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of ITNT SMS could lead directly to death, personal injury, or severe physical or environmental damage ("high risk activities"). in addition to the other disclaimers and limitations contained within this agreement, ITNT SMS and its affiliates, agents, content providers, service providers and licensors specifically disclaim any express or implied warranty of fitness for high risk activities including emergency notification services.

10.2.5 Some jurisdictions do not allow the exclusion or limitation of warranties or incidental or consequential damages, so the above limitations or exclusions may not apply. in such jurisdictions, ITNT SMS's liability (and the liability of its affiliates, agents, content providers and service providers) shall be limited to the greatest extent permitted by applicable law.

11. Third Party Beneficiaries



Notwithstanding anything to the contrary contained herein, the provisions for "No Warranties and Liabilities" set forth in Section 10 herein are for the benefit of ITNT SMS and its affiliates, agents, content providers and service providers and each shall have the right to assert and enforce such provisions directly on its own behalf.

12. Indemnification

The User hereby indemnifies, holds harmless, and defends ITNT SMS and its affiliates, agents, content providers and service providers, against any and all claims, liabilities, damages, costs and expenses (including, but not limited to, consequential damages, incidental damages, special damages, attorneys' fees and disbursements) arising from or relating to (i) the use of the service in any manner which violates the terms of this service agreement or otherwise violates any law, rule, or regulation and (ii) any claims made by third parties arising from the use of the service, including without limitation any and regulation all third party claims arising from or related to any failure, delay or interruption to the service. The User agrees to cooperate as fully as reasonably required in the defence of any claim. ITNT SMS reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User. This indemnity shall be in addition to and not be affected by other indemnities given by the User elsewhere in this agreement.

13. Miscellaneous

The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this service agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this service agreement will otherwise remain in full force and effect and enforceable. In this agreement, any reference to the singular includes the plural and vice versa, any reference to natural persons includes legal persons and vice versa and any reference to a gender includes the other genders. This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa. No agency, partnership, joint venture, or employment is created as a result of this service agreement and the User does not have any authority of any kind to bind ITNT SMS in any respect whatsoever. In any action or proceeding to enforce rights under this service agreement, the prevailing party will be entitled to recover costs and attorneys' fees on an attorney and own client scale. All notices under this service agreement will be in writing and will be deemed to have been duly given, when posted on this website, when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail or SMS; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. These terms and conditions constitute the whole agreement between ITNT SMS and the User and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.

Questions and comments

We're always happy to answer your questions and listen to your comments -- if you have any questions about our privacy policy or its implementation, please feel free to [contact us](#).

You acknowledge that acceptance of this agreement is a condition to your use of our services and you agree to be bound by all of its terms and conditions.

SMS Pricing

- 1 SMS credit = 1 SMS message *
- There are no hidden costs.
- There is no contract to sign.
- There are no monthly subscription fees.
- Credits do not expire.
- No charge to retrieve message logs.

10% discount for non-profits and charities (for purchases up to 4999 credits). Once you have registered just contact us for details on how to apply.

* 1 SMS credit = 1 SMS message to SA Networks. The length of a standard SMS is [160 characters](#). ITNT SMS supports **long messages** up to **918** characters long, which is equivalent to six [concatenated](#) standard SMS's. Each message part is billed the cost of one message.

Charge for replies apply - if replies are forwarded to your cell number, standard outgoing costs will apply.

Pricing Structure

The cost per SMS credit depends on the quantity of SMS credits you purchase. The table below lists all the price breaks based on quantity.

Quantity	Unit Cost*
1 to 499	R0.30
500 to 999	R0.30
1,000 to 2,499	R0.30
2,500 to 4,999	R0.30
5,000 to 9,999	R0.30
10,000 to 24,999	R0.29
25,000 to 49,999	R0.28
50,000 +	R0.27



* The above pricing is in South African Rand excluding 14% VAT. To calculate the exact cost of the number of credits you want to buy, just login to the [client zone here](#) then click on "Buy Credits" and enter the quantity you wish to purchase.

Purchasing Credits

To buy credits please login to the [client zone here](#) then click on the **Buy Credits** button. If you don't yet have an account you can [go here to register](#).

Payment Options

There are a number of easy ways to pay for SMS credits - by Credit Card, Debit Card, Instant EFT, normal EFT or direct bank deposit.

Credit/Debit Card & Instant EFT: This is by far the easiest and quickest way to top up your credits and can be done any time. This process is completely secure and automated, which means you receive your credits within seconds of a successful transaction.

Direct Deposit or Electronic Funds Transfer: When you login to the client zone and go to "Buy Credits", on step three you will be emailed a proforma tax invoice which will have all our banking details. You can then deposit directly into one of our bank accounts or do an EFT (Electronic Funds Transfer).

Login [here](#) to top up your SMS credit balance.

If you have any questions about how our pricing works please don't hesitate to give us a call on **086 123 4868** or simply [contact us here](#).