

General Terms and Conditions

SMS system Via Mobile, s.r.o.



PERSONAL DATA PROTECTION - GDPR

Company VIA MOBILE, s.r.o., Mateja Bela 7, 81106 Bratislava, Company ID: 44 633 521, VAT ID: SK 2022765074 (hereinafter referred to as Via Mobile) handles the protection and security of personal data of its employees, business partners and customers responsibly. Via Mobile has implemented measures to meet the requirements of the European General Data Protection Regulation (EU/EEA countries) (hereinafter referred to as GDPR), local laws and regulations to the extent required. The general rights of the data subjects are further specified in Articles 15 to 21 of the GDPR. We make every effort and take measures in terms of safety to ensure that potential personal data is properly handled. In case of any questions and reports concerning GDPR modifications, please contact us at info@viamobile.sk.

Terms of Use of the SMS service



SMS system Via Mobile - infoSMS

1. Introductory Provisions

1.1) The purpose of these terms and conditions of use of the service (hereinafter referred to as “terms and conditions”) is to regulate the mutual rights and obligations of the Provider and the Partner in connection with the provision of services.

1.2) The company Via Mobile, s.r.o., with its registered office at Mateja Bela 7, 81106 Bratislava, Company ID: 44,633,521 (hereinafter referred to as the “Provider”) operates SMS services that enable registered Partners (hereinafter referred to as the “Partner”) under the conditions set out in these or in special conditions in the contract access to the Provider’s services (hereinafter referred to as the “SMS system”). The Partner is a user - a natural or legal person who orders a service provided by the Provider.

1.3) In the event that the Partner uses the SMS system and has not concluded a contract with the Provider, the relationship is governed by these terms and conditions. The mutual agreement is equivalent to these conditions.

1.4) These terms and conditions may also fulfill the essence of the Provider’s proposal for concluding a contract in accordance with Section 43a of Act No. 40/1964 Coll. of the Civil Code as amended (hereinafter referred to as the “Civil Code”). By accepting the conditions for the provision of services, by their written confirmation, the Partner will accept the Provider’s proposal, which will lead to the closing of a contract for the provision of services in accordance with these conditions (hereinafter the “contract”). The Partner is obliged to provide relevant and up-to-date information about him/herself or the company he/she represents and to keep them up to date. Otherwise, he/she is liable for the damage he/she causes by violating this obligation. Registration using the data of foreign natural or legal persons is prohibited. The Provider reserves the right to immediately cancel such registration immediately, free of charge, as well as the entire portfolio of services associated with it. The Provider shall not be liable for damages caused by such registration to the affected natural or legal person or to third parties.

Partner: (please fill in your details)

Name: (please fill in your details)

Address: Company ID: (please fill in your details)

Tax number: (please fill in your details)

VAT ID: (please fill in your data if you are a VAT payer)

Contact email/phone number: (please fill in your details)

2.) Terms of Service



2.1) For the provision of services, the Partner is obliged to pay the Provider the price specified in the Provider's price list, or in the price offer addressed to a specific Partner, which is an indivisible appendix to these conditions. All prices are set in Euro without VAT. The company Via Mobile is a VAT payer.

2.2) Each calendar month, the Partner shall pay the Provider the price according to the agreed price offer for each infoSMS sent from the system, in aggregate for the previous calendar month.

2.3) Statistics will be assessed according to the "counter" of the Provider, which is an integral part of the infoSMS solution.

2.4) The Provider shall issue an invoice each month following the month of performance, for the amount calculated according to the statistics.

2.5) In the event of any discrepancies concerning the amount invoiced by the Provider in comparison with the Partner's internal statements, the Partner is entitled to file a written objection against the invoice, within 3 days of its delivery. In opposition proceedings, the Contracting Parties will take as a base data in the accounts of individual Partners registered in the Partner's system. The application of a written objection has no suspensive effect on the due date of the invoice. The Provider undertakes to provide an explanation or to take steps to explain the discrepancies between the amount invoiced and the amount resulting from the Partner's internal statistics.

2.6) The applicable VAT rate will be charged for issued invoices with a maturity of 14 days.

3) Rights and Obligations of the Contracting Parties

3.1) Obligations of the Provider:

a) The Provider will provide the Partner with the necessary technical connection or other tools for the implementation of SMS sending. The individual specification of the implementation of the infoSMS sending is the subject of an agreement between the Contracting Parties.

b) The Provider will ensure the sending of infoSMS to the telephone numbers of the Partner's clients, who express an interest in such a service, as long as the client in question is available.

c) The Provider does not assume any responsibility for the non-delivery of the infoSMS sent to the selected MSISDN caused by another party, e.g. mobile operator or other provider.

d) The Provider does not assume any responsibility for the content of the infoSMS.

e) The Provider does not assume any responsibility for whether the Partner has consent to address its Partners and clients.

f) The Provider has the right to request the Partner to pay an advance before the start of the service or during its duration. The amount of the advance payment will correspond to the amount of the Partner's average consumption at the Provider per calendar month for the use of services or its respective percentage.



3.2 Obligations of the Partner:

- a) The connection for sending infoSMS can be used only for sending SMS's to telephone numbers of clients from which the Partner has consent to be addressed via SMS and for a specific purpose in accordance with the GDPR;
- b) The Partner will use the connection for sending infoSMS only for sending SMS's in connection with activities under this contract/GTC;
- c) The Partner undertakes that the content of the infoSMS will not contain any offensive, immoral and sexual formulations and will be in accordance with the law of the Slovak Republic as well as good morals and service rules in accordance with applicable laws in the country of SMS's delivery;
- d) The Partner undertakes to indemnify the Provider in full in the event of any claims of third parties against the Provider, for the violation of their rights arising in connection with the provision of services under this contract.
- e) The Partner will pay the invoice issued by the Provider in time.
- f) If the invoice is not paid by due date, the Provider is entitled to immediately limit the operation of the provided service within 3 days after the previous written request delivered to the email specified by the Partner in the contact details or in the contract.

4) Other Terms and Conditions

- 4.1) The information stored in the system managed by the Provider is the property of the Provider. All rights of the Provider are reserved.
- 4.2) The Provider reserves the right to cancel or completely block the Partner's access to the SMS system and the provision of services if there is a breach of any part of the GTC or the contract by the Partner. In such a case, the Partner is not entitled to claim damages or refunds for services.
- 4.3) All data that are the subject of cooperation between the Provider and the Partner according to these GTC or contracts are subject to telecommunication secrecy. The Provider stores data in accordance with the GDPR and according to the rules defined in Act No. 351/2011 on electronic communications.
- 4.4) In the event of a breach of the GTC or the contract by the Partner, where the Operator or another authorized third party derives any financial or other penalties against the Provider, these will subsequently be applied to the Partner in full.
- 4.5) If these GTC fulfill the essence of the contractual relationship, the contract can be terminated by either of the Contracting Parties without giving a reason with a notice period of 2 months. The notice period begins on the first day of the calendar month following the delivery of the notice.
- 4.6) The Terms and Conditions of Use will fulfill the essence of the contractual relationship only if the field with the Partner's data is duly and truthfully filled in.



4.7) Pursuant to Act No. 428/2002 Coll. On the protection of personal data, as amended, the written consent of the Partner is required for the registration of other personal data. Data from stored SMS and the resulting statistical information are not considered as personal data.

4.8) The Provider undertakes that the data obtained will not be made available to third parties in any way. Exceptions are data the Partner will keep freely accessible according to special rules specified in Act No. 351/2011 on Electronic Communications.

4.9) The Provider is not liable for loss of profit, use of data and other intangible assets, or for all indirect damages resulting from improper use or inability to use the service due to unauthorized access, even if the Provider has been notified of the possibility of such damages. Likewise, the Provider is not liable for damages caused by the failure of the Internet and Internet services, nor does it guarantee their trouble-free operation.

In Bratislava, 1 January 2020, Via Mobile, s.r.o.

