

# iP.1 Service Agreement

## 1. Introduction

Thank you for choosing iP.1.

This Service Agreement applies between iP.1 Networks AB, based in Sweden, VAT reg. No: SE556671-1536, hereinafter referred to as "iP.1" and the customer, hereinafter referred to as "Customer" for iP.1 Services, hereinafter referred to as "Service(s)".

## 2. Services

iP.1 offers the following services to companies and organizations. Same account information or API key can be used for all services. Accounts are easily grouped per user, per department, or one for all with different permissions. Several accounts can be created automatically.

Continuous development and updates of the main services are included for you as an iP.1 customer, so you always have the latest updated version. This in order for you to have the smartest services for your business.

### Main Services

#### **e-SMS**

Add-ons in MS Outlook 2007 and later versions for sending SMS from contact lists and groups.

- ✓ Use your existing contacts and groups, as well as common global groups in Outlook.
- ✓ There is support for sending long text messages up to 1600 characters and foreign characters UTF-16 and emojis.
- ✓ Follow the status of all sent SMS and store default texts in templates for quick reuse.
- ✓ Stop features will help you to automatically opt out users who do not want SMS.
- ✓ Send personal SMS with templates that insert the first name [F] and last name [L] automatically in the SMS text directly from the address book.
- ✓ Receive incoming SMS and receive SMS response via virtual recipient number forwarded to e-mail (additional service).
- ✓ Automation of installation to multiple clients.

Sent SMS is deducted from the balance, see item 6 in Fees and payment terms.

#### **Web SMS**

Web-based communication tools for fast dispatching and receiving SMS.

- ✓ It is easy to import contact information and create groups from external files, as well as store default texts in templates for quick reuse.
- ✓ There is support for sending long SMS up to 1600 characters and foreign characters UTF-16 as well as emojis.
- ✓ Email copy and scheduling are very convenient services.
- ✓ View balance, get status of all sent SMS and order statistics in real time.
- ✓ Stop Features to help you to automatically opt out users who do not want SMS.
- ✓ Send personal SMS with templates that insert the first name [F] and last name [L] automatically in the SMS text directly from the address book.
- ✓ Receive incoming SMS and receive SMS via virtual recipient number (additional service).

- ✓ Collect customers' mobile numbers and names automatically. Send SMS to the virtual number (additional service) and type Save FirstName LastName Group, then it is automatically stored in the Address Book in the named group.

Sent SMS is deducted from the balance, see item 6 in Fees and payment terms.

### **Analysis SMS**

Web-based communication tool for conducting customer surveys, market research, staff surveys and voting, as well as the ability to create e-forms to update real-time customer records via SMS and e-mail. It's quick to create surveys using completed questionnaire templates that are displayed in real time in a mobile window.

- ✓ Choose from many different question types, mandatory answers and anonymous answers.
- ✓ Smoothly gather data with a contact form to update, for example, the customer register.
- ✓ Get real-time SMS messages if any respondent has given a low rating on a question.
- ✓ Create your own keywords linked to surveys, so your customers can request a survey. Anyone who wants the survey sends an SMS to the virtual number (additional service) and writes Keyword, then the current survey is automatically sent to the mobile.
- ✓ A survey can contain an unlimited number of questions.
- ✓ Time management of SMS and e-mail messages and reminders is sent only to non-respondents.
- ✓ Follow the full flow from the number of sent, opened and canceled surveys, as well as answered.
- ✓ Clear real-time web-based performance reports in easy-to-share graphs.
- ✓ Export of all data to pdf and excel.
- ✓ Analysis-SMS can be combined with Web-SMS's different features such as address book and virtual number.
- ✓ The subscription for Analysis SMS also includes Email Copy

Analysis SMS has a commitment period of 1 year and is invoiced in advance. Sent Surveys and SMS are deducted from the balance, see item 6 Fees and Payment Terms.

### **E-forms**

Web-based communication tool for attaching files when sending text messages.

- ✓ The files are stored in our cloud service as a link.
- ✓ Follow statistics on sent and opened files and links.

Sent and SMS deducted from the balance, see item 6 Fees and payment Terms.

### **Batch SMS**

Web-based communication tools for implementing large-format SMS messages.

- ✓ Has the ability to send SMS to about 50,000 recipients at the same time.
- ✓ It's easy to import massive files with contact information and create groups from external files.
- ✓ There is support for sending long text messages up to 1600 characters and foreign characters UTF-16 and emojis.
- ✓ Scheduling is a very practical feature.
- ✓ See balance, get status of all sent SMS real-time.
- ✓ Stop features will help you to automatically opt out users who do not want SMS.

- ✓ Send personal SMS with templates that insert the first name [F] and last name [E] automatically in the SMS text directly from the address book.

Sent SMS is deducted from the balance, see item 6 Fees and payment terms.

### **Assessment SMS**

Web-based tool for real-time leadership surveys via SMS. Based on several years of study and experience in business.

- ✓ Measures what type of leader you are and identifies strengths and weaknesses in leadership according to eight skills profiles.
- ✓ Direct feedback on weaknesses and strengths.

Sent Leadership Surveys and SMS are deducted from the balance, see Item 6 Fees and Payment Terms.

### **Authentication 2FA**

Two-factor authentication lets you protect your own system against junk accounts and malicious robot logins.

- ✓ Ensures that the user who is logging in has entered the correct data by verifying the user's mobile phone number with an SMS code.
- ✓ Our smart API makes it easy to connect two-factor authentication to any system.

Sent SMS is deducted from the balance, see item 6 Fees and payment terms.

### **RESTful API: SMS Gateway**

Integration of SMS services into existing software such as customer registry, booking system, e-commerce system, SMS authentication, or creating custom services.

- ✓ We offer API, regardless of programming language, designed to make it easy.
- ✓ There are sample codes the customer can use to get started quickly.
- ✓ Send SMS to multiple recipients in one and the same call, making it very easy to handle larger mailings.
- ✓ Authentication 2FA.

Sent SMS is deducted from the balance, see item 6 Fees and payment terms.

### **RESTful API: survey and NKI**

Integration of surveys into existing software such as support systems, booking systems, e-commerce systems, CRM systems, etc. or creating custom services.

- ✓ We offer API, regardless of programming language, designed to make it easy.
- ✓ There are sample codes the customer can use to get started quickly.
- ✓ Support for NKI **Nöjd Kund** Index, Satisfied Customer Index, with reports in Analysis SMS.
- ✓ NKI results with permissions on three levels, local level, district level and national level.
- ✓ Get real-time SMS message if any respondent has given a low rating on a question.
- ✓ Follow the full flow from the number of sent, opened and canceled surveys, as well as answered.
- ✓ Clear real-time web-based performance reports in easy-to-share graphs.

RESTful API, survey and NKI have a one-year commitment period and are invoiced in advance. Sent Surveys, NKIs and SMS are deducted from the balance, see item 6 Fees and payment terms.

## **Additional services**

### **Virtual number**

A virtual number enables the feature to receive incoming SMS and receive SMS response. There are eleven-digit numbers and five-digit numbers with alias.

Virtual numbers have a term of 1 year and are invoiced in advance, see item 6 Fees and payment terms.

### **Optional sender**

Select optional sender if you want to enter an optional text or mobile number as a sender.

Optional sender can be combined with virtual numbers in three different ways.

- ✓ Select a text as sender. The text may be up to 11 characters and contain only the characters A-z. You can not reply to SMS that has text senders.
- ✓ Choose your own mobile number as sender. All answers will then go to your own mobile. You may not enter another person's mobile number without permission.
- ✓ Choose your virtual number as a sender. All answers then go directly to the application.

Optional senders are a one-time fee, see item 6 Fees and payment terms

### **E-mail copy**

The recipient of an SMS also receives an E-mail copy with the same content.

E-mail copy has a term of 1 year and is invoiced in advance, see item 6 Fees and payment terms. Included when buying Analysis-SMS and RESTful API: survey and NKI.

### **Application Integrations at iP.1's Partners**

Ability to send and receive SMS directly in the application. API key is provided by iP.1 for integration.

- ✓ Evry, BeSched
- ✓ Lundalogik, Lime
- ✓ Flexapplikation, HRM
- ✓ Gardeco, Business System
- ✓ STR, Astra web
- ✓ Skibar system
- ✓ WinEasy
- ✓ IOL Tool
- ✓ WashCloud
- ✓ Rebnis, Jupiter

More integrations are added continuously.

Sent SMS is deducted from the balance, see item 6 Fees and payment terms.

## **3. Agreement**

This Service Agreement is approved by the Customer by ordering our Services at the iP.1 webshop and enters into force when the Customer has received an account and password from iP.1. This confirms that the Customer has read, understood, and accepted the Service Agreement, the Privacy Policy Agreement and the Personnel Agreement, which is available on the iP.1 website <https://www.ip1sms.com/gdpr>

## **4. Contact**

The Customer designates a contact person when ordering in the webshop. Contact person shall be the authorized representative of the Customer. The Customer is responsible for who is authorized to use the service. If a contact person is moved or changed, iP.1 must be notified by email within 14 days. iP.1 is able to use the Customer as a reference if the Customer has not notified otherwise in writing to iP.1.

## 5. Use of Service

It is forbidden to forge a message by entering a mobile number as a sender without the consent of the person or company. The Customer and its users are fully responsible for information in the messages transmitted through the Service.

The Customer must comply with applicable laws, government regulations and the general ethics that apply to messages.

The customer must comply with the Code of Conduct rules applied by the industry organization, MORGAN [www.morganforum.com](http://www.morganforum.com).

The customer may not pirate the software or single features and offer them in their own trademarks (so-called brand counterfeiting).

If the Customer uses the Service in violation of the Service Agreement, the Customer shall reimburse iP.1 for the resulting damage. The Customer shall hold iP.1 harmless for third party claims against iP.1 due to the Customer's use of the Service. iP.1 is entitled to terminate the Service with immediate effect in case of abuse. Remaining "balance" credits pass into iP.1 ownership.

## 6. Fees and Payment Terms

The customer fills up with the balance in the webshop and then the money is deducted from the balance when the Customer sends SMS and Surveys, just like a prepaid card. When the balance begins to expire, the Customer may add more balance in the webshop. The customer can also turn on or off automatic refill of the balance. iP.1 also has the option of billing sent SMS later.

Some Services may have a term of 1 year. Unless the Customer or iP.1 has terminated the Service at least 3 months before the end of the initial term, the Service will automatically be extended for one year at a time. Termination must be made in writing. There is no refund of the balance.

The customer pays iP.1 via payment system, according to the current price list in the webshop unless otherwise agreed. All prices are exclusive of VAT in Swedish kronor SEK for "Swedish accounts", or Euro € for "International accounts". When paying by invoice, the Customer shall pay the fee within 20 days as shown in the iP.1 invoice. iP.1 can bill an individual account, or a single invoice for all accounts. If the payment is delayed, iP.1 is entitled to a delay fee of 450 SEK, and a collection fee when applicable. The Customer shall promptly notify iP.1 in writing if an invoice is deemed to be incorrect. Failure to do so within 14 days of the invoice date, the Customer's right to make such an objection expires.

iP.1 is entitled to raise SMS rates immediately if the increase is due to changed or new legislation, tax, telecom operators, currency change or other circumstances beyond the iP.1 control. iP.1 has the option to change the price for Services prior to a new contract period. Prices are announced via the webshop and e-mail.

If the Customer, despite a reminder, has not paid the fee within the specified time or is in insolvency, reconstruction or bankruptcy, iP.1 is entitled to terminate the Service with immediate effect. Remaining "balance" credits pass into iP.1 ownership. If the Customer has not used the ordered Service within 12 months, or the Service has not been used for 12 months, the Service is terminated. This does not relieve the Customer from payment obligation.

An individual SMS consists of max 160 characters. With more than 160 characters in the same message, individual text messages are combined with a maximum of 152 characters in each SMS, and each SMS is charged. Some special characters are counted as more characters in SMS, such as Japanese characters.

With a "Swedish account", SMS can be sent with normal priority 1 or high priority 2. SMS sent with High Priority SMS 2 is charged an additional 0.10 SEK per SMS. Priority 2 has precedence in iP.1's software. Sent SMS outside Sweden has only one priority. If SMS is sent to countries outside Sweden via "Swedish account", they will be charged an extra 1.00 SEK per SMS.

"International account" have different prices in € (euro) per country and SMS, see price list in the webshop, <https://shop.ip1sms.com/#!/products>. If the customer sends many SMS and surveys outside Sweden, select "International Account".

When buying a balance, two (2) AnalysSMS questionnaires are included free of charge to try!

## **7. Service level**

iP.1 undertakes to provide the Service professionally with a goal of 99.95% (or higher) availability per year. If malfunction occurs, iP.1 will promptly correct the error. The Customer shall inform iP.1 as soon as possible of any errors that the Customer becomes aware of in the use of the Service. Error reporting can be done 24 hours a day by email. iP.1 is not liable for errors in the Service caused by Customer's changes or interventions in the Service, or by viruses or any other incidental attack or otherwise outside of iP.1's reasonable control. Any time when the Service is down, caused by iP.1 or other operator, is not usually compensated.

iP.1 is under no circumstances obliged to compensate the Client for any financial or other damages due to any loss of revenue, business, expected savings, profits, damages, costs or other claims. The Customer agrees that iP.1 uses operators or third parties to process personal information to help iP.1 to deliver SMS on behalf of the Customer.

iP.1 undertakes to acknowledge the status of sent SMS to operators. iP.1 announces any interference and technical information via SMS and e-mail to the Customer's specified mobile phone number or e-mail.

iP.1 continuously performs preventive maintenance actions.

iP.1 offers support for how the Services can be used by email, website and phone support Monday-Friday, 08: 00-17: 00 with lunch 12: 00-13: 00.

Log in to Web SMS for statistics of sent and received SMS: <https://app.ip1sms.com>. Applies to all Services.

## **8. Limitation of Liability**

iP.1 is not responsible for any damage caused to the Customer if iP.1 has been prevented from fulfilling its obligations due to law enforcement, government action, war event, strike, blockade, boycott, lockout or other similar action beyond iP.1's reasonable control. If iP.1 is prevented from performing its obligations due to circumstances mentioned above, iP.1 is entitled to postpone performance until the interference has passed. If the performance of the obligation is delayed by more than 3 months due to any of the above circumstances, the Customer is entitled to, in writing, cancel the Agreement.

## **9. Changes**

The service agreement may be amended by notification via the website or e-mail. iP.1 may change and improve the Services and install new releases and versions. If a change is a material disadvantage for the Customer, the Customer has the right to terminate the agreement from the date the changes take effect. Termination must be made in writing and no later than 1 month after the Customer has received information about the change.

## 10. Disputes and applicable law

This agreement shall be governed by Swedish law. Any disputes and disagreements, alleged breach of the Service Agreement or claims arising or termination in connection with this Service Agreement, shall first be resolved by the Parties through mutual consultation. Disputes arising from this agreement shall be finally reviewed by a public court with Skaraborg District Court, Skaraborgs Tingsrätt, in Skövde, as the first instance.

## 11. Transfer and migration

The Customer does not own the right, without the written consent of iP.1, to transfer its rights and obligations under the Agreement. However, iP.1 reserves the right, without the Customer's consent, to transfer the Service Agreement to another company within the same group.

## 12. Secrecy

Customer may not disclose to third parties any documents or otherwise disclose information about iP.1's activities that may be considered as a business or professional secret or incidentally related to iP1's internal circumstances, to a degree other than that required for the service implementation. The confidentiality obligation does not apply to publicly known information.

### **Welcome as a customer! We at iP.1 look forward to working with you!**

Visit the webshop for orders and registering users at <https://shop.ip1sms.com>.

*Adress for visits:*

iP.1 Networks AB  
Gothia Science Park  
Kaplansgatan 16B, Växthuset  
541 23 Skövde  
Sweden

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