

# TIGER SMS PUBLIC OFFER

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Current version: <https://tiger-sms.com/offer>



This **Tiger SMS Public Offer** (the «Offer») is an official offer of the Company to the User to conclude an Agreement for the provision of intermediary and technical services under the following conditions.

The Company and User executes the Agreement for the provision of intermediary and technical services upon User's acceptance of the Offer. The acceptance of the Offer takes place in the manner specified in the Offer.

By accepting the Offer, the User guarantees that he/she has read the entire text of the Offer and the Agreement for the provision of services concluded in accordance with the Offer.

## PREAMBLE

The conclusion of the Agreement as a result of the Offer Acceptance can be made by Users from different countries, taking into account the restrictions established by the Offer.

## TERMS AND DEFINITIONS

**Offer** An offer of the Company to the User to conclude an Agreement on the terms specified in this document, as well as all annexes thereto.

**Personal Data and Cookies Policy** An integral annex to the Offer regulating the procedure for collecting, storing and processing the User's Personal Data provided by him/her during the Registration, as well as other data. The Personal Data and Cookies Policy is available at the link: <https://tiger-sms.com/privacy>.

**Agreement** A service agreement comprising of the terms and conditions foreseen by the Offer that is concluded between the Company and the User as a result of the Offer Acceptance by the User.

**Offer Acceptance** A result of User's performing the actions specified in the Offer entailing full and unconditional acceptance by the User of the terms and conditions foreseen by the Offer and User's entering to the Agreement with the Company according to the terms and conditions foreseen by the Offer.

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email: [info@tiger-sms.com](mailto:info@tiger-sms.com).

**User** A person who meets all the requirements specified in the Agreement, who has accepted the Offer in order to receive Services from the Company via the Website.

<b>Parties</b>	User and Company.
<b>Website</b>	A website operated by the Company, located at: <a href="https://tiger-sms.com">https://tiger-sms.com</a> .
<b>Registration</b>	The functionality of the Website aimed at creating a Personal Account. The Registration procedure represents the process when the User is entering and submitting the Registration Data.
<b>Registration Data</b>	The following data that User provides during Registration: (1) login, (2) Email, (3) password.
<b>Authorization Data</b>	A unique login-password pair that is assigned to the User upon completion of Registration. Authorization Data is required to log in to the User's Personal Account.
<b>Personal Account or Account</b>	The functionality of the Website, unique for each User, is available after Registration. The Personal Account is used to order a Service to receive the result of the Services rendered.
<b>Web Service</b>	The functionality of the Website that allows the User to get access to and use the Company's Services.
<b>Services</b>	The services provided on the terms of the Offer by the Company in favor of the User as a result of the concluded Agreement.
<b>Tariff</b>	The price of providing one or more Services of the Company, indicated on the Website. The information regarding the Services provided on the Website is an integral part of the Agreement. The fee for the operating Personal Account is an integral part of the Tariff.
<b>Message or SMS</b>	A text message to the Used Number, the reception of which is provided by the Company as a result of the provision of Services under the Agreement.
<b>Receipt SMS</b>	A result of Service rendering by the Company, expressed in providing the User with the opportunity to familiarize himself with the text of the SMS received at the Used Number.
<b>Used Number</b>	The subscriber number placed on the Service, used to provide Services under the Agreement.
<b>Balance</b>	The functionality of the Website aimed at displaying the advance payment received from the User under the Agreement.
<b>Return Operation</b>	Actions of the Company aimed at making a refund to the User of the advance payment received from the User.

## 1. SUBJECT OF THE OFFER

1.1. This Offer regulates the procedure for concluding the Agreement and providing Services.

## 2. OFFER AMENDMENT

- 2.1. The Company has unlimited discretion at any time to amend the text of the Offer, including the Agreement.
- 2.2. The Company publishes the amended version of the Offer immediately upon amendment. The User undertakes, at his/her own risk, to regularly check for changes in

the Offer (no less than once every 14 days) and bears all risks of violation of the amended terms of the Offer and the Agreement.

### **3. OFFER ACCEPTANCE**

3.1. Following actions of User shall constitute the Offer Acceptance:

- Putting a check mark  during the Registration next to the field “I agree with Public Offer”.

3.2. Accepting the Offer the User guarantees that:

- He/she has reached 18 years old (as well as the age of majority in the country of his residence), and that there are no circumstances preventing the User from fulfilling his/her obligations under the Offer, the Agreement in full;
- The legislation of the User's country of residence allows him/her to enter an Agreement, order Services and enjoy the outcome of the Service rendering; In the event that the conclusion of an Agreement is prohibited by the local laws of the User, the User has no right to conclude an Agreement and is obliged to leave the Website immediately;
- He/she has completely read the text of the Offer and fully understands its terms and conditions;
- He/she understands and accepts that the Offer Acceptance has comprehensive and unequivocal nature and no exceptions where partial Offer acceptance, Offer acceptance “on condition” is not allowed;
- He/she is aware of his/her right to make proposals for amendment of the Offer and Agreement by sending such proposals to the Company's email address specified in the Offer, and that upon the Offer Acceptance, the User is considered to have exercised such a right, and that in the future the User does not have the opportunity to propose changes to the Offer, the Agreement.

3.3. The User does not have the right to accept the Offer, conclude an Agreement, order Services and enjoy the result of Services rendering where he/she does not comply with all the above guarantees.

3.4. In the event that User at the time after the Offer Acceptance loses his/her compliance with one or more of the above guarantees, such User is obliged to immediately stop using the Website, ordering and enjoying the result of Services rendering, and shall immediately notify the Company. Subsequently, such a User is obliged to act according to the instructions received from the Company, and the Company has the right to delete the Account of such a User and immediately terminate the Agreement with such User.

### **4. REGISTRATION**

4.1. To enjoy the Services, the User must register (create) a Personal Account.

4.2. Before to proceed to the registration of a his/her Personal Account, the User shall read entire text of the present Offer and Personal Data and Cookies Policy.

4.3. To register (create) a Personal Account the User should complete following steps:

- To click “Register” on the top of the initial page of the Website;
- To enter the Registration Data on the opened page;
- To confirm the entered password;

- To confirm that the User have read and agreed with the present Offer and Personal Data and Cookies Policy;
- To click "Register";
- To verify the email address according to the instructions provided in the email that User will receive from the Company. Once User successfully verified his/her email address, the Registration is considered successfully concluded and a Personal Account – successfully created. The User gets access to the Personal Account by entering Authorization Data.

4.4. By entering the Registration Data, the User guarantees that:

- The Registration Data provided during Registration is complete and reliable;
- He/she is and will be the sole and rightful owner of the email address (Email)provided during Registration, as it is prohibited by the Company to use email addresses of third persons for the Registration;
- He/she understands that all actions performed using the entered email address are considered to be committed by himself/herself, and he/she bears all risks for compliance with this guarantee; should the User lose his/her email address, the User undertakes to immediately notify the Company about this;
- He/she is aware of the need to observe proper security measures in order to prevent access to third parties' e-mail.

4.5. The Company has the right to refuse the User Registration where it has reasons to believe that one of the following conditions are present:

- The Registration Data entered by the User is unreliable;
- The use of the Website is carried out or will be carried out by the User in violation of the guarantees provided (including the guarantee of compliance with the legal requirements of User's jurisdiction);
- User, at the discretion of the Company, commits actions that harm or may harm the reputation of the Company.

4.6. The Company has the right to cancel the Registration already made, regardless of the period of such registration. Cancellation of Registration occurs in the same cases as refusal of Registration.

## 5. AGREEMENT SUBJECT

- 5.1. In accordance with the Agreement, the User receives the opportunity to order the Company's Services which represent the technical opportunity to familiarize himself/herself with the text of SMS received to the Used Number, for which the User pays the Company a Service fee according to the Tariff provided on the Website.
- 5.2. Providing Services, the Company acts as an intermediary between the User and the mobile operator.
- 5.3. The time periods and Tariffs for the provision of Services are posted on the Website.
- 5.4. The provision of Services is allowed using the API of the Web Service.

## 6. TERM OF THE AGREEMENT

- 6.1. The Agreement is concluded from the moment of Offer Acceptance and until the fulfillment by both Parties of their obligations under the Agreement or deletion of the Personal Account.

## **7. TERMS OF SERVICE PROVISION**

- 7.1. The Services are provided on the terms stipulated by the Agreement.
- 7.2. Anything that is not provided under the Agreement, shall be regulated according to the information provided on the Website. Such information is recognized as an integral part of the Agreement. In case of any contradictions, the information on the Website shall prevail.

## **8. PERSONAL ACCOUNT**

- 8.1. After Registration, a Personal Account becomes available to the User.
- 8.2. User orders and enjoys the result of the Services by using the functionality of the Personal Account.
- 8.3. The Company has the right to suspend the User's access to the Personal Account in the following cases:
  - The Company identifies the grounds to cancel User Registration;
  - The Company identifies suspicious attempts of entering Authorization Data (potential unauthorized access to the Personal Account);
  - The Company received a request from the competent authority and(or) a person regarding the User's activities;
  - In other cases, at the discretion of the Company.
- 8.4. Suspension of User's access to the Personal Account results in User's inability to access his/her Personal Account by entering Authorization Data.
- 8.5. The procedure of restoration of User's access to his/her Personal Account includes following steps:
  - The User has the right to submit an appeal to the Company for restoration of access to the Personal Account via email;
  - The Company will request the User to provide certain information, at full discretion of the Company; the User is obliged to act in accordance with the Company's requirements contained in the request;
  - Where User met all Company's requirements, as well as where the Company has no other grounds for suspension of User's access to the Personal Account, the Company restores User's access to his/her Personal Account.
- 8.6. The Company has the right to permanently delete the User's Personal Account where:
  - It is requested to do so by the User via email;
  - The reasons for the suspension of User access to the Personal Account have not been eliminated within 30 (Thirty) days from the date of sending the request by the Company.
- 8.7. Deletion of the User's Personal Account results in following:
  - The User permanently loses the ability to access the Personal Account by entering Authorization Data;
  - The refund of the funds on the balance of the User is effectuated according to the rules of the relevant section of the Agreement.
- 8.8. The Company has the right to store information about all activities of the User performed through use of the functionality of the Personal Account, under the terms of the Personal Data and Cookies Policy.

## **9. COMPANY FEES**

- 9.1. In consideration for the Services rendered, the User pays fees to the Company. The amount of the fees is set by the Tariffs (provided on the Website).
- 9.2. The User pays the fees by using the payment methods provided on the Website.
- 9.3. The deposited funds are displayed in the Personal Account of the User and are reduced by the sum of relevant Service fee upon the Services ordering. When the sum of down payment is exhausted or not sufficient, the Website will reject the new orders of the Services.
- 9.4. Funds are debited from the Balance once the User selects the Used Number to Receive SMS as provided on the Website.
- 9.5. Once the fees for the Services are successfully redeemed from the Balance, the User is given the opportunity to receive SMS from the Used Number.
- 9.6. The fee for the servicing of the Personal Account shall be charged from the 3 (Third) month after the Registration and is equal to 50 (Fifty) rubles (RUB) per month. If there is a positive Balance, the Company has the right to reduce the User's Balance on a monthly basis by redeeming the Company's remuneration for servicing the Personal Account unilaterally.
- 9.7. The Company may decide to provide a personal discount to the User or exempt him/her from the obligation to pay for the servicing of the Personal Account.

## **10. SECURITY OF PAYMENTS**

- 10.1. When replenishing the Balance with a bank card, payment processing (including entering the card number) takes place on a secure page of the processing system, which has passed international certification. Payment security is guaranteed by the processing center. This means that confidential User data (card details, registration data, etc.) are not received by the Company, their processing is fully protected and no one, including the Company, can receive the User's bank card data or other data necessary for making a payment.
- 10.2. When working with card data, the information security standard developed by the international payment systems Visa and MasterCard - Payment Card Industry Data Security Standard (PCI DSS) is applied, which ensures the secure processing of the User's bank card details. The applied data transfer technology guarantees the security of transactions with bank cards by using TLS (Transport Layer Security) protocols, Verified by Visa, Secure Code, MIR Accept and closed banking networks with the highest degree of protection.

## **11. REFUND PROCEDURE**

- 11.1. To get a refund the User shall do the following:
  - The User sends an application for a refund to the Company's email;
  - Where the Service has not been provided, or has been provided improperly, the Company offers options for correcting the Service if the reason for the refund operation is non-provision, inactivity of the Service;
  - The Company determines the refund amount based on the operations of debiting funds from the User's Balance in the Personal Account;

- The Company performs the refund operation exclusively according to the User's details that he entered when making the payment.

## **12. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 12.1. Applicable law to the relations of the Parties under the Agreement: the law of the Republic of Lithuania.
- 12.2. The claim procedure for resolving disputes under the Agreement is mandatory for the Parties. The term of consideration of the claim is 60 (Sixty) calendar days from the date of receipt of the claim. Interested Party sends a statement of claims that has to be duly executed and signed by an authorized person in writing by registered mail to the address of the Party specified in the Offer (for the Company), or to the email provided during Registration (for the User).
- 12.3. Where Parties fail to solve the dispute peacefully, each of the Parties can file the dispute to the competent court of the Republic of Lithuania for resolution.

## **13. LIABILITY OF THE PARTIES**

- 13.1. Unless otherwise provided by the Offer, the User acknowledges and agrees that the Website for the purpose of providing Services is provided to the User "AS IS" and "AS AVAILABLE", without any guarantees, including regarding commercial value, suitability for use for specific purposes, permanent availability, etc. The Company does not guarantee the error-free operation of the Website, compliance of its functionality with User expectations, and the absence of defects, viruses or other malicious components.
- 13.2. The Company is under no circumstances liable for direct, indirect damages or losses of any kind (including, but not limited to, loss of income or profit, as well as the use of data).
- 13.3. The User undertakes to compensate the Company for losses caused by payments collected from the Company by third parties, including administrative fines from control and supervisory authorities received by the Company due to violations by the User of the provisions of the Agreement and legislation.

## **14. INTELLECTUAL PROPERTY**

- 14.1. The exclusive rights to the Website, any of its contents, belong to the Company or its counterparties, all rights to these objects are protected.
- 14.2. The User does not have the right to perform any actions with the Website and its contents, except for ordering Services and receiving the result of Services.

## **15. FINAL PROVISIONS**

- 15.1. In the event that certain provisions of the Offer cannot be applied to the specified extent due to legal restrictions, they are subject to replacement by provisions that are as close as possible in their meaning to the original and are subject to application in an amended form (including to already established legal relations).
- 15.2. Invalidation in whole or in part of one or more provisions of the Offer does not entail the invalidity of other provisions of the Offer, or the Offer or the Agreement as a whole.