

# 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 everyone with different permissions. Several accounts can be created automatically. A personal user account is required to be able to use our services, this can be managed by the Customer in our user portal. 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 is to guarantee you to have the smartest services for your business. For more information about how our services work visit, [www.ip1sms.com](http://www.ip1sms.com)

### Main Services

#### **SMS Gateway, RESTful API**

Integration of SMS services into existing software such as customer records, booking systems, eCommerce systems, create your own services, etc.

With two factor authentication, you can protect your own system from spam accounts and malicious robot log-ins. Together with two factor authentication from ip.1, you also receive access to our global blacklist for spam numbers.

- ✓ 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 at the same time, which makes it easier to handle larger mailings.
- ✓ Authentication 2FA. With our smart API it is easy to connect two factor authentication to any system.

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

#### **SMS Gateway, RESTful API, Survey and NKI**

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

- ✓ 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 the surveys that have been 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. For more information to developers visit, [www.ip1sms.com/developer/](http://www.ip1sms.com/developer/)

### **Batch SMS**

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

- ✓ Has the ability to send large volumes of text messages to many recipients at the same time.
- ✓ It's easy to import massive files with contact information and create labels for contacts.
- ✓ There is support for sending long text messages, up to 1600 characters, foreign characters UTF-16, and emojis.
- ✓ Scheduling is a very practical feature.
- ✓ See balance and get the 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 [L] automatically in the SMS text, imported directly from the address book.

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

### **Web SMS**

Web-based communication tools for fast dispatching and receiving of 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, 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, imported directly from the address book.
- ✓ Receive incoming SMS and receive reply 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 specified group.

Sent SMS is deducted from the balance, see item 6 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 customer records in real time via SMS and e-mail.

- ✓ It is fast and simple 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 the *Keyword*, then the current survey is automatically sent to that mobile number.
- ✓ A survey can contain an unlimited number of questions.
- ✓ Time management of SMS and e-mail messages and reminders are sent only to non-respondents.
- ✓ Follow the full flow from the number of sent, opened and canceled surveys, as well as answered surveys.
- ✓ 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-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, 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, imported 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.

### **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 commitment period 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 device. 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 commitment period 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.

### **Attach files in Web SMS**

Web based communication tool that allows you to attach files when sending SMS.

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

The cost of attached files is deducted from the balance, see item 6 in Fees and Payment terms.

### **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. For other functions in the application, contact the supplier.

- ✓ 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 through the creation of an account. This confirms that the Customer has read, understood, and accepted the Service Agreement, the Privacy Policy Agreement, and the Personnel Agreement, which are available on the iP.1 website <https://www.ip1sms.com/gdpr>

## **4. Contact**

The Customer is bound to enter the correct information about their company and the organization number when registering as a user of our services in the web shop. The Customer designates a contact person when ordering in the web shop. This 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 otherwise notified iP.1 in writing.

## 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 or to use the message to conduct illegal activity, commit fraud, etc. 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 and their users are responsible for the information that is spread using the Service. 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 their balance in the web shop 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 web shop. The customer can also turn on or off automatic refill of the balance. The balance is non-refundable. iP.1 offers an SMS subscription that is billed retrospectively with an additional monthly fee. The commitment period is 3 months. If the Customer has not cancelled the Service at least one month in advance of the commitment periods end, the Service is automatically extended 3 months at a time. Cancellation must be in writing.

Other Services have a commitment period 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. The commitment period begins when the Customer places an order in the web shop or activates the service. Cancellation must be in writing.

The customer pays iP.1 via payment system, according to the current price list in the web shop 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 compensation for collection costs as well as an annual interest rate of 24% from the due date. 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 control of iP.1. iP.1 has the option to change the price for Services prior to a new contract period. Prices are announced via the web shop 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. If the Customer has not used the Service within 12 months, the Service is terminated. This does not relieve the Customer from payment obligation. Remaining "balance" credits pass into iP.1 ownership.

An individual SMS consists of 140 bytes which is a of max 160 characters in GSM-7 or 70 characters in UTF-16. With more than 160 characters in the same message, individual text messages are combined with a maximum of 152 characters in each SMS in GSM-7, and each SMS is charged. Some special characters are counted as more characters in SMS, such as Japanese characters, see GSM 03.38 for more details.

SMS can be sent with normal priority 1 or with high priority 2, with high priority the charge is increased with SEK 0.10 and €0.01 respectively per SMS based on currency selection. Priority 2 takes precedence in iP.1s

software. The attached files service increases the charge by SEK 0.10 or €0.01 per file based on currency selection.

If SMS is sent to countries outside of Sweden, you are charged different unit prices for SMS per country, see price list on the website or in the Webshop.

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

## **7. Service level**

iP.1 strives 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 things 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>, this 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, cyber attack, 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 done 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 iP.1'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 home page to place orders and register users at <https://shop.ip1sms.com> .

*Adress for visits:*

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

*Postal adress:*

iP.1 Networks AB  
Box 133

S-541 23 Skövde  
Sweden

+4610-160 60 60  
info@ip1.se  
www.ip1sms.com  
Org nr: 556671-1536