

SMS ORDER FORM

1. FILL IN THE FORM WITH YOUR DETAILS

COMPLETE THIS SECTION ONLY IF YOU ARE A NEW CUSTOMER

NAME AND SURNAME

CHOOSE AN USER ID

COMPANY NAME

CHOOSE A PASSWORD

VAT NUMBER

TELEPHONE

ADDRESS

MOBILE

CITY

FAX

PROVINCE/STATE

SKYPE

POSTAL CODE & COUNTRY

MSN

EMAIL

PAYMENT AMOUNT

COMPLETE THIS SECTION IF YOU ARE AN ACTIVE CUSTOMER

USER ID

PAYMENT AMOUNT

2. CHOOSE AN SMS PACKAGE

HIGH QUALITY SMS WITH DYNAMIC SENDER

PACKAGE COST	UNIT PRICE	SMS NUMBER
<input type="checkbox"/> €25	€0,082	304
<input type="checkbox"/> €50	€0,075	666
<input type="checkbox"/> €100	€0,068	1.470
<input type="checkbox"/> €250	€0,061	4.098
<input type="checkbox"/> €500	€0,055	9.090
<input type="checkbox"/> €1.000	€0,049	20.408
<input type="checkbox"/> €2.500	€0,044	56.818
<input type="checkbox"/> €5.000	€0,040	125.000

MEDIUM QUALITY SMS WITHOUT DYNAMIC SENDER

PACKAGE COST	UNIT PRICE	SMS NUMBER
<input type="checkbox"/> €25	€0,065	384
<input type="checkbox"/> €50	€0,059	847
<input type="checkbox"/> €100	€0,056	1.785
<input type="checkbox"/> €250	€0,051	4.901
<input type="checkbox"/> €500	€0,045	11.111
<input type="checkbox"/> €1.000	€0,041	24.390
<input type="checkbox"/> €2.500	€0,036	69.444
<input type="checkbox"/> €5.000	€0,034	147.058

3. CHOOSE YOUR METHOD OF PAYMENT

BANK TRANSFER

Account name **Agile Telecom Srl**
 Bank name **Banca Popolare dell'Emilia Romagna**
 Branch **Agenzia 3 Carpi, MO - Italy**
 Bank address **Via Vasco da Gama, 6 - 41012 Carpi (MO) - Italy**

BIC code **BPMOIT22XXX**
 IBAN code **IT15X0538723303000001142414**
 Account N. **1142414** (for transfers in euro currency)
 Account N. **8014** (for transfers in usd currency)

CREDIT CARD (Please add 2,8%)

CARDHOLDER

Mastercard

Visa

AmEx

Diners

NUMBER

EXPIRY

SIGNATURE

PAYPAL (Please add 4%)

PLEASE SEND PAYMENTS TO **support@agiletelecom.com**

SENT FROM

@

4. SEND YOUR ORDER BY FAX OR EMAIL

Please send this order together with the relevant payment to Agile Telecom by fax to +39 02 9544 1100. Alternatively you can scan and send them by email to sales@agiletelecom.com



TERMS OF SERVICE FOR THE USE OF THE SMS GATEWAY AND NO SPAM POLICY

1. The SMS service that sends messages to mobile phones is maintained by Agile Telecom Srl ("AGILE"). The utilisation of the SMS service is subject to the following Terms of Service.
2. Any illegal use of the SMS service is strictly prohibited. Messages containing any sexual, racist or discriminatory content and any such usage of them maybe considered as harassment to an individual or an organisation.
3. You are responsible for the privacy and storage of the username and password.
4. You agree that all activities which can be identified as having been written by anyone from your username account are legally binding to You. You accept responsibility for your message content, in accordance with generally applicable laws. AGILE does not assume any liability for the content of messages sent. AGILE will be exempt from any claim that may arise from third parties as a result of message content. As an AGILE customer you are to be held responsible. AGILE reserves the right to exclude you from using this service, refunding you any remaining amount in your account. All purchases must be considered as final.
5. You acknowledge that AGILE delivers SMS messages via major telecommunications companies and mobile network providers and can therefore only influence the delivery transmission of SMS messages within the technical constraints imposed by the above mentioned providers. SMS messages submitted via the Internet will be transferred to mobile network providers, provided that the recipient's phone is switched on and doesn't have a full memory and is located in an area covered by it's subscribed mobile network provider. You acknowledge that, depending on the recipient's mobile provider service, it may not be possible in some circumstances to transmit the SMS message to the recipient successfully.
6. While AGILE makes every effort to deliver messages promptly AGILE accepts no liability for transmission delays or message failures.
7. AGILE debits transmitted SMS messages according to its transmission logs.
8. Sometimes the SMS price doesn't include interconnection fees charged by certain countries and carriers. Please check our website for current interconnection fees.
9. The SMS account balance is non-refundable and does not bear interest. All the SMS must be used in a period of 14 months from the date of the purchase.
10. In accordance with the legal requirements, usage data is recorded for the necessary purposes of maintaining the messaging service.
11. You use this service entirely at your own risk.
12. You process (e.g. collect, store, alter, use or make available) personal data relating to any mobile end user, only on the basis of an explicit consent from the mobile end user.
13. You guarantee every mobile end user the right to object to your processing of personal data relating to the mobile end user and processed for the purposes of direct marketing.
14. You undertake to comply with the provisions laid down in the Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 as those provisions are implemented in national laws applicable to your business.
15. You shall not send SMS traffic to randomly generated or pre-chosen numbers (spamming) for the purpose of conducting direct-marketing. In particular you shall not send mobile end users SMS's inviting them to call back charged at premium rates or send an SMS charged at premium rates.
16. You guarantee that the content of any SMS always respects and does not in any way conflict with fundamental human rights recognized in any national legislation applicable to our business and in the European Convention for the Protection of Human Rights and Fundamental Freedoms (e.g. right to privacy, prohibition of discrimination on any ground such as sex, race, colour, language, religion, political or other opinion, national or social origin).
17. You guarantee that you will delete the records of any mobile number relating to any mobile end user upon their personal request from your database. The mobile end user has the right to submit such a request to you at any time.
18. In addition to the above you undertake to comply with the provisions laid down in the Directive 97/66/EC of the European Parliament and of the Council of 15 December 1997 as those provisions are implemented in national laws applicable to your business.
19. You will provide AGILE upon request with written proof of your compliance according to this Agreement.
20. You acknowledge the right for AGILE to suspend or limit your access to SMSDriver's services should you be in breach of this agreement. You shall indemnify and reimburse AGILE all liabilities, costs, losses and damages, in case of any claim brought against AGILE from any third party due to breach of contract.

PRIVACY POLICY

In accordance with Italian Law 675/1996 (Privacy Act), AGILE declares that:

- a) AGILE collects personal information of our visitors/customers with the purpose of registering them and activating an informative and statistical service on their behalf. Such data will be electronically treated according to the existing laws.
- b) Such data may not be communicated to third parties.
- c) The user benefits from the rights set out in accordance with Italian Law 675/1996 (Privacy Act).
- d) The data is collected by and is the responsibility of AGILE, Via Aldo Moro 20, 41012 Carpi (MO), Italy.

SIGNATURE

Sign and send just with the first order.

NAME

DATE

SIGNATURE