

TERMS AND CONDITIONS OF MOBIRICH

1. APPLICABILITY

1.1. These are the TERMS AND CONDITIONS of Mobirich

1.2. "Mobirich", "Mobirich Software" and "Mobirich.io" are trade names solely belong to:

SMS TECH WORLDWIDE CORPORATION

NEW HORIZON BUILDING, GROUND FLOOR, 3 MILES PHILIP S.W. GOLDSON HIGHWAY,
BELIZE CITY, BELIZE

contact email: contact@mobirich.io

1.3. These TERMS AND CONDITIONS (or Terms) are applicable to all legal acts by or on behalf of Mobirich. These terms are also applicable on all present and future services which Mobirich offers and all additions and amendments thereto.

1.4. By signing up to Mobirich, by using Mobirich, User acknowledges its acceptance of the applicability of these Terms and any current and future legal relationship between User and Mobirich.

2. PURPOSE OF MOBIRICH.

2.1. Mobirich is an Application, which allows User to collect rewards for receiving and sending SMS.

2.2. The content and specifications of the Mobirich are determined by what is stated the application of Mobirich. Where reasonably possible Mobirich will notify User in advance and in writing (by email or via the Website) of material changes to Mobirich.

2.3. Mobirich will use its reasonable efforts to safeguard the timely availability and quality of the Application. Mobirich however does not warrant the timely, continuous, error---free availability and quality of the Application.

2.4. A part of services is in fact provided by the relevant third party providers of fixed and mobile telecommunication services. Mobirich will use its reasonable efforts to optimize the provision of services by these third parties, but does not accept any responsibility or liability for shortcomings in operation of the Application caused by these third parties. In particular Mobirich cannot accept responsibility for the timely and correct handling of sent electronic messages.

2.5. Mobirich is entitled to suspend activity of the Application temporarily when this is necessary to implement a change to the Application or to conduct preventive or corrective maintenance activities. Mobirich will inform User in advance and in writing (by SMS or via the Application or on <https://mobirich.io/website>) where reasonably possible in case of activities planned by Mobirich and of activities planned by third party providers of which Mobirich is aware, which have a foreseeable material impact on the Application.

3. OBLIGATIONS OF USER

3.1. User must provide Mobirich at the start of and during the use of the Application on request and on its own initiative with all information and all data relevant to enable regular work of the Application. User vouches for the completeness and correctness of all supplied information.

3.2. Mobirich has no obligation to check completeness and correctness of the information provided by User. If Mobirich provides any advice on this, then this is done voluntarily and with the explicit exclusion of any liability for such advice.

4. REWARDS

4.1. Mobirich does not buy anything, and User does not sell anything.

4.2. Active User may obtain rewards in Mobirich for giving Mobirich permission to send and receive SMS through User's phone number.

4.3. Credited Rewards are visible in the Application. Rewards shall be paid if amount is 10 EUR (ten euro) or more.

4.4. Rewards for received and sent SMS in current month shall be paid automatically in next month between 5th and 10th calendar day.

4.5. Rewards shall be paid in EUR to mobile phone balance or to debit/credit bank card of a User.

5. USAGE LIMITATIONS FOR THE APPLICATION

5.1. User will not use the Application in a manner which in any way hinders regular work and functionality of the Application of Mobirich and/or networks and systems used to deliver the services used by Mobirich or its third party suppliers. User shall immediately follow any directions of Mobirich intended to prevent or stop such hinder and Mobirich is entitled to temporarily suspend access to the Application to prevent such hinder if action of User to prevent it is delayed or if such action of User cannot reasonably be waited on.

5.2. User shall not violate: any applicable laws and regulations, the guidelines of the Estonian Authorities, the usage limitations or these TERMS AND CONDITIONS. User is only entitled to use the Application.

5.3. It is not allowed to use the Application by circumventing security measures imposed for the Application.

6. TERM AND TERMINATION

6.1. User may use Mobirich for an unlimited period of time and have possibility to terminate it in anytime.

6.2. Mobirich is entitled to terminate access to the Application out of court, in part or in whole, and without limiting Mobirich's other rights.

7. LIMITATION OF LIABILITY

7.1. The liability of Mobirich according to these Terms are applicable, on any legal ground, shall be limited as set out in this clause.

7.2. Mobirich can only be in default with respect to an obligation after being put on formal notice by means of a letter sent by registered mail and after having been granted a reasonable period of time to cure the issue. In case of an attributable shortcoming of Mobirich, liability for Mobirich can only arise if and in so far as Mobirich, after being put on formal notice allowing a reasonable cure period, has not cured the shortcoming by repairing.

7.3. Mobirich is not liable for forms of damage like the lost profits, loss or damage to data, missed savings, claims of third parties, government charges, failed transactions and damage due to business interruptions.

7.4. User shall indemnify and hold Mobirich harmless from all claims of third parties which are in any way connected with the use by User of the Application and, and shall compensate to Mobirich all related costs including the costs for legal assistance.

7.5. User shall report to Mobirich all damage it suffers or will foreseeably suffer which is attributable to Mobirich as soon as possible and at the latest 30 days after the end of the month in which User is or should have been aware thereof and such report shall be in writing and supplemented with proper motivation, failing which the right to claim these damages is considered lapsed.

8. PRIVACY AND CONFIDENTIALITY

8.1. Both parties are obliged to keep confidential all confidential information which they get access to in . Information is considered confidential this is so indicated by the other party or if this follows from the nature of the information.

8.2. Mobirich and User both commit to strictly comply with applicable privacy legislation.

8.3. Mobirich shall treat the personal and other data which User enters on the Website, in the Application or in any other way supplies to Mobirich in the context of using the Application as strictly confidential and protect it against misuse and unauthorized access.

8.4. Mobirich shall use personal data which it receives from User only for the purpose of the Application, observing the following usage limitations.

8.5. User is responsible to ensure that when using the Application only personal data is entered or processed if and in so far as User is legally allowed to do this and has obtained the relevant permissions for this from the relevant persons.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. All intellectual property rights related to all systems, documents and other works to which User gets access to in the Application, are the exclusive property of Mobirich and its licensors. User is only granted a temporary, personal, non-exclusive and non-transferable right to use the Application with respect to these works.

10. APPLICABLE LAW

10.1. These general terms and all legal relations between Mobirich and User shall be governed by the laws of Estonia.

10.2. Any dispute between Mobirich and User shall exclusively be submitted to the courts of Tallinn, Estonia.

11. MISCELLANEOUS

11.1. Mobirich is at all times entitled to change or supplement these Terms. The changes will become effective after User has been informed of the change in writing via email or publication on the Website or Push notification or in the Application. Where reasonably possible each change will be announced to User.

11.2. Mobirich is entitled to transfer its rights and obligations under each agreement to which these Terms are applicable to a third party which is taking over the relevant part of the business of Mobirich, by giving written notice of such transfer to User.