

Public offer

The Company offers the User to conclude an Agreement for the provision of intermediary and technical services (hereinafter referred to as the “**Agreement**”) on the terms of this public offer (hereinafter referred to as the “**Offer**”). The User can choose to enter into the Agreement:

- (1) As User receiving SMS (the Company provides services to the User); and(or)
- (2) As SIM provider (User provides services to the Company).

Based on the elected option, the User gets access to the corresponding functionality of the site <https://smsbower.app> (hereinafter referred to as the “**Site**”). The User exercises the rights and fulfills the obligations stipulated herein using the functionality of the Site.

1. Preamble

For the avoidance of doubt, the Parties have agreed as follows:

- 1.1. By continuing to use the Site, the User confirms that he is not in a state of delusion (material or insignificant) regarding the characteristics and functionality of the Site, the terms of the Agreement and his own actions.
- 1.2. The User understands according to the Agreement the Site that can be used for the purposes specified herein and is provided “as is”, including, without limitation, any documentation, improvements and updates. This means that the Company may at any time stop operating the Site and terminate the Agreement.
- 1.3. The Company also does not warrant that the Site is error-free, will meet the User's requirements, or that it will function properly when used in conjunction with any other software or hardware.
- 1.4. All risks associated with the quality of work and performance of the Site are borne by the User.
- 1.5. The Company strives to provide constant access to the Site. However, the Company has the right to suspend access to the Site in case of failures in operation or in connection with the service, systemic violations on the Internet (including on the server), in case of force majeure or other circumstances.

The Company enters into legal relations with the User subject to the above provisions, which should be deemed as essential provisions of the contract.

2. Terms and Definitions

2.1. “**User**” means a person who uses the Site and has concluded the Agreement by accepting the Offer. The Users must meet the following conditions:

- (1) have no legal restrictions for the conclusion of the Agreement;
- (2) act on their own behalf and in their own interests;

- (3) reach majority age (for individuals);
- (4) have sufficient authorisations to conclude the Agreement in the name of a legal entity (for legal entities).

2.2. “**Site**” means the Company's website on the Internet, access to which is provided at: <https://smsbower.app>. All information specified on the Site is recognized as an integral part of the Offer. Access to the Site is provided under the terms of the License.

2.3. “**License**” means the following conditions under which Users are granted rights to use the Site:

- (1) *Type of license*: simple (non-exclusive) license.
- (2) *Territory of use*: the whole world (except for countries that prohibit the use of the Site).
- (3) *License term*: throughout the entire period of access to the Personal Account.
- (4) *License fee*: to receive SMS - corresponds to the cost of SMS Receiving.
- (5) *Permitted type of use*: reproduction of graphic and(or) textual information on the screen of the User's device in order to access the functionality of the Site.
- (6) *Permitted manner of use*: The Site is allowed to be used only on the principle of “one User - one Personal Account”. Users are prohibited to allow use of their Personal Account to third parties.
- (7) *Sublicensing*: Users are not entitled to issue sublicenses to use the Site.

2.5. “**Registration**” means the functionality of the Site, aimed at creating Personal Accounts. The Registration procedure consists in entering Registration data by the User. **Successful Registration means acceptance (consent) of the Offer, and execution of the Agreement between the Company and User.** During the Registration process, the User specifies the following information about himself:

- (1) E-mail (E-mail);
- (2) Password (Password);
- (3) Contact (one of the contacts on Telegram / WhatsApp / WeChat).

2.6. “**Authorization Data**” means a unique login-password pair, which is assigned to the User upon completion of the Registration process and required later to enter the Personal Account.

2.7. “**Personal Account**” means the unique for each User functionality of the Site available for him(her) after Registration. The Personal Account is used to order the services and receive the result of the services rendered.

2.8. “**Balance**” means the functionality of the Site which reflects the status of mutual settlements between the User and the Company. The Balance includes the following information:

- (1) Advance payment received from the User for the Company services of SMS Receiving; and
- (2) Accrued User remuneration for the services of the SIM Provision rendered to the Company.

2.9. **“Tariff”** means information on the cost[*] of the following services*:

- (1) SMS Receiving (the Company provides services to the Company), and (or)
- (2) SIM provider (User provides services to the Company).

[] The Tariff is dynamic and may be changed by the Company at any time. The current Tariff is indicated on the Site. The Tariff is an integral part of the Agreement.*

Rendering Services by the Company

- 2.10. **“Message”** or **“SMS”** means a text message to the Used Number, the receipt of which is ensured by the Company as a result of the service rendering to the User under the Agreement.
- 2.11. **“SMS Receiving”** means the result of rendering the services by the Company, expressed in enabling User to read the SMS text received on the Used Number.
- 2.12. **“Used Number”** means the subscriber number posted on the Site, used for the purposes of the service rendering under this Agreement by the Company.
- 2.13. **“Refund Operation”** means the Company’s actions aimed at returning to the User the advance payment for the services for SMS Receiving.

Rendering Services by the User

- 2.14. **“SIM Card”** or **“SIM”** means subscriber identification electronic module used in mobile communications. The SIM has a corresponding SIM phone number.
- 2.15. **“SIM Provision”** means the provision of the SIM Provision services by the User to the Company to enable it to provide other Users (end consumers) with the possibility of using the number. The User (SIM provider) is considered to give all relevant authorisations to the Company to enter into subsequent agreements with third parties for the use of the number contained in the SIM.

3. Term and Termination

- 3.1. The Agreement is concluded on the terms of the Offer from the moment of Registration of the User, and remains effective until the Parties fully fulfill their obligations.

- 3.2. If the User violates the terms of the Agreement, the Company has the right to unilaterally extrajudicially withdraw from the Agreement by totally suspending his(her) access to the Personal Account with no warnings or notices.

4. Amendment of the Agreement and Offer

- 4.1. The Company has the right to unilaterally amend the Offer and the Agreement by publishing the amended version of the Offer on the Site.
- 4.2. The Company undertakes to publish a new version of the Offer on the Site no later than the date the offer is amended.
- 4.3. The User undertakes to independently, with reasonable frequency, but no later than one **(1)** time in two **(2)** weeks, check the Offer for amendments.
- 4.4. The use by the User of the Site to receive or provide services after amendment of the Offer should be deemed as acceptance of the amendments by the User.

5. Offer Acceptance

- 5.1. The acceptance of this Offer is made by the User by going through the Registration procedure, as a result of which User gets access to the Personal Account.
- 5.2. To complete the Registration procedure, the User must follow the link: <https://smsbower.app/registration>.
- 5.3. Before entering the Registration data, the User should read the entire text of the terms of this Offer and the Confidentiality and Cookies Policy.
- 5.4. If the User agrees with the terms of the Offer and the Confidentiality and Cookies Policy, he(she) enters the Registration data and confirms the password using the functionality of the Site.
- 5.5. By entering Registration data, the User warrants the following:[*]
 1. The Registration data entered is complete and correct;
 2. The User is and will be the sole and rightful owner of the email address (Email); entering someone else's email address is not allowed;
 3. The User understands that all actions performed through his(her) Personal Account are considered to be performed by him(her);
 4. The User is aware of the need to take appropriate security measures in order to prevent third parties from accessing email.

[] In the event that at the time of Registration the User complied with all the above guarantees, but during the execution of the Agreement the User ceased to comply with one or more of the above guarantees, he(she) should immediately stop using the Site, provide services and notify the Company about the matter. Subsequently, such User is obliged to act in accordance with the instructions of the Company, and the Company has*

the right to delete the Personal Account of such User and immediately terminate the Agreement.

- 5.6. Then User confirms his(her) acceptance of the terms of this Offer and the Confidentiality and Cookies Policy by placing a [V] sign in the checkbox during Registration on the Website.
- 5.7. The last step of the Registration is confirmation of the completion of the Registration procedure by clicking on the link sent by the Company to the email address. Please do not reply to the sent email - it will be sent automatically.
- 5.8. After following the link, the Registration is considered successful and the User is assigned a Personal Account. The User gains access to the Personal Account by entering the Authorization Data.
- 5.9. The Company has the right to reject Registration application[*] if the Company has reason to believe any of the following:

- (1) The Registration data provided by the User are unreliable;
- (2) The Site is or will be used by the User in violation of the warranties provided (including the guarantee of compliance with legal requirements);
- (3) The User, at the discretion of the Company, takes actions that harm or may harm the Company reputation.

** 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 the rejection of Registration application.*

6. Personal Account Use

- 6.1. After Registration, the User has access to the Personal Account. The User orders and receives the services through his(her) Personal Account.
- 6.2. The Company has the right to suspend the User's access to the Personal Account in any of the following cases:
 - (1) The Company has identified grounds for cancelling the User's Registration;
 - (2) The Company detected suspicious attempts to enter Authorization Data (unauthorized access to the Personal Account);
 - (3) The Company received a request from the competent authority and(or) person regarding the activities of the User;
 - (4) On other grounds at the discretion of the Company.
- 6.3. When access to the User's Personal Account is suspended, the following consequences occur:

- (1) The User temporarily loses the ability to access the Personal Account by entering the Authorization Data.
 - (2) For questions about restoring access to the Personal Account, the User has the right to write an appeal to the Company by email.
 - (3) Based on the request of the User, the Company informs him(her) of the information to be provided.
 - (4) A request for information may be sent by the Company on its own initiative. In any case, the User is obliged to act in accordance with the instructions of the Company contained in the request to restore access to the Personal Account.
- 6.4. If User performs all required actions according to the Company instructions and Company has no other grounds for suspension of User's access to the Personal Account, the Company restores User's access to the Personal Account.
- 6.5. The Company has the right to permanently delete the User's Personal Account in the following cases:
- (1) At the request of the User by email;
 - (2) If the grounds for suspension of the User's access to the Personal Account remain for more than thirty (30) days from the date the Company sent the request.
- 6.6. When deleting the User's Personal Account, the following consequences occur:
- (1) The User permanently loses the ability to access the Personal Account;
 - (2) The Company has the right to store information about all actions that were performed by the User using the functionality of the Personal Account, under the terms of the Personal Data and Cookie Processing Policy.
- 6.7. In the event that within three (3) months from the date the User made a down payment, the User has not purchased the services of the Company, the Company has the right to charge a monthly fee for maintaining the Personal Account.
- 6.8. The Refund Operation for the funds reflected on the Balance is performed according to the rules of the relevant section of the Agreement.

7. Restricted Use

- 7.1. The User is restricted to use the Site in any of the following ways:
- (1) To use the Site in violation of the terms of the Agreement;

- (2) To distribute, sell, translate, modify, reverse engineer, or reverse compile or decompile, disassemble or create derivative works from the Site;
- (3) To attempt to gain unauthorized access to other computer systems or networks to which the Site is connected;
- (4) To intervene and take actions that will lead to interference or disruption of the Site, the servers on which they are hosted;
- (5) To use any framing technologies using the materials of the Site;
- (6) To use any meta tags, pay-per-click advertising model, any "hidden text", deeplinks, referring to the Site;
- (7) To circumvent any encryption or other security measures;
- (8) To use technologies "data mining" (data mining), "scraping" (scraping) or similar tools for collecting and extracting data from the Site;
- (9) To sell, rent, transfer, distribute, use as a service or otherwise transfer to third parties access to the Site, which is provided to the User;
- (10) To make any changes to the object code of the Site, and its components;
- (11) To carry out other actions that may adversely affect the correct operation of the Site, as well as the reputation and good name of the Company, its managers, employees, customers, contractors.
- (12) To take actions with respect to the Site that violate the laws, international norms, including the norms of copyright law and the use of software.

7.2. The User undertakes not to take actions that may cause material, technical damage or damage to the reputation of the Company, its counterparties, as well as the Site (including the public provision of inaccurate or deliberately false information about the Site).

7.3. The User undertakes not to disclose the messages of the Company addressed to the User in connection with the use of the Site. The User is personally responsible for compliance with this paragraph.

8. Security of Payments

8.1. When replenishing the Balance with a bank card, the 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 the User's confidential 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 details or other payment data.

8.2. All operations with card details are performed according to the information security standard developed by the international payment systems Visa and MasterCard ("**Payment Card Industry Data Security Standard**" or

“**PCI DSS**”). It ensures the safe processing of the bank card details. The applied data transfer technology guarantees the security of transactions with bank cards through the use of TLS (Transport Layer Security), Verified by Visa, Secure Code, MIR Accept protocols and closed banking networks according to the highest protection standards.

9. Refund Policy

9.1. If the User's Balance is positive, the User has the right to demand the refund of advance payment without explaining reasons. The User should remember that commission quoted by payment services for execution of transactions in such a case is nonrefundable.

9.2. The Refund Operation is carried out by the Company as follows:

- (1) The User files an application for the Refund Operation to the Company through email;
- (2) The Company reviews the application within five (5) working days;
- (3) There are two possible outcomes of the review by the company:
 - (a) If the services were not rendered, the Company refunds the money;
 - (b) If the services were poorly rendered, the Company offers options for correcting the services.

9.3. The Company determines the amount of the refund based on the information about debiting operations provided in the Personal Account.

9.4. The Company performs the Refund Operation only according to the payment details used for initial top-up of the Balance.

10. Rendering the Services by the Company

10.1. Company renders Users the services by enabling them to get acquainted with the text of SMS received on the Used Number, for which the User pays the Company a fee.

10.2. When providing services, the Company acts as an intermediary between the User and the mobile operator.

10.3. The term and Tariffs for the provision of services are posted on the Site.

10.4. The services can be used through the use of the Site API.

10.5. SMS Receiving services includes the following steps: **(1)** User selects the Used Number to receive SMS; **(2)** User's balance is reduced by the cost of the service; **(3)** User is given the opportunity to read SMS from the Used Number.

10.6. The Company may decide to provide a personal discount to the User or completely release the User from the obligation to pay for the maintenance of the Personal Account.

11. Rendering the Services by the User

- 11.1. Users get the opportunity to provide services in favor of the Company by providing a SIM, for the subsequent arranging by the Company to end users of the technical ability to familiarize themselves with the text of the SMS received on the Used Number, for which the Company pays the User a reward.
- 11.2. When providing services, the User acts as the owner of the SIM and uses his own equipment.
- 11.3. Terms of service rendering and Tariffs (remuneration) are available on the Site.
- 11.4. The provision of services is allowed using the Site API.
- 11.5. The reward is credited to the User's Balance. To receive a reward, you must create a request for withdrawal of funds. It is necessary to choose one of the payment instruments provided by the partners of the Company to receive remuneration and click on the "Create withdrawal request" button.
- 11.6. The receipt of reward is available in fiat currency, cryptocurrency tokens, as indicated in the payment instruments. The Company is not a payment service provider, and the use of payment instruments is regulated by payment partners - counterparties of the Company, which provide the possibility of using payment instruments. The use of all payment instruments is carried out by the User at his(her) own peril and risk, and is governed by the documentation of payment partners.
- 11.7. The User has the right to use only the payment instrument, the use of which is allowed by the personal legislation of the User's country and the legislation of the country in which the payment instrument is used. **For violation of this obligation, the User is personally liable.**
- 11.8. The counterparties of the Company who enable withdrawal of remuneration by providing the payment instrument may charge their commission. The amount of such a commission is indicated in the withdrawal window. The commission is assigned to the User.
- 11.9. The term for receiving the reward is no more than forty-eight (48) hours from the date of sending the withdrawal request.
- 11.10. When providing services, the User guarantees the legality of the origin of the SIM. The legitimacy of the origin of the SIM is presumed unless the Company has reason to believe otherwise. However, the SIM Provision is permitted only for those SIMs whose origin fully complies with the requirements of the law. The User must have concluded agreements with SIM providers (or have other evidence of the legality of the SIMs used), and must be ready to provide them at the first request of the Company. **Violation of this warranty is expressly prohibited.**
- 11.11. User guarantees that all equipment used for the SIM Provision belongs to the User on a legal basis.

12. Acceptance of Rendered Services

- 12.1. Neither party of this Agreement is obliged to prepare specific act or other document to confirm acceptance of the services rendered by the Company or the User by the User requested by the ordering party. Instead,

the services is considered accepted by the ordering party in accordance with the following rules:

- (1) The Company's service of SMS Receiving is considered fully rendered and accepted by the ordering party at the moment the SMS message text is displayed in the User's Personal Account;
- (2) The User's services of SIM Provision are considered fully rendered and accepted by the Company at the time the SMS Receiving to the subscriber's telephone number corresponding to the SIM from one of the online services provided by the Site.

13. Information Security

- 13.1. The User is responsible for the safety of the Authorization Data. All actions performed using the User's Authorization Data are considered to be performed by the User him(her)self. In case of unauthorized access to the Personal Account or distribution of Authorization Data, the User is obliged to immediately notify the Company in writing.
- 13.2. The User agrees that upon receipt of a request from government agencies, the Company has the right to disclose data on the use of the Site by the User.

14. Governing Law and Dispute Resolution

- 14.1. The claim procedure for resolving disputes under the Agreement is mandatory for the Parties. The term for consideration of a claim is 60 (sixty) calendar days from the date of receipt of the claim. The proper procedure for sending a claim is the sending of a claim 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).
- 14.2. If the Parties fail to reach a pre-trial agreement on the settlement of the dispute, the dispute shall be referred for resolution to the competent court.

15. Parties Responsibilities

- 15.1. The User undertakes to reimburse the Company for losses caused by payments collected from the Company by third parties, including administrative fines from the control and supervisory authorities received by the Company due to violations by the User of the provisions of the Agreement and the law.
- 15.2. To the maximum extent permitted by applicable law, the User agrees that the Company, its affiliates, agents, officers, directors, employees shall not be liable for any claim, loss or damage, including consequential or special damages, lost profits or otherwise arising while using the Site.
- 15.3. The Company does not bear any obligations and liability in connection with the quality of the User's access to the Internet and the quality of the

Internet connection, as well as in connection with the presence / absence of the equipment for the User to provide SIM and the quality of such equipment.

- 15.4. The Company is not responsible for failures or other problems in the operation of telephone networks or services, computer systems, servers or providers, computer or telephone equipment, software, as well as for failures in the operation of email or scripts (programs).
- 15.5. The User acknowledges that when using the Site, he sends information via communication channels for which the Company is not responsible, and the Company is not responsible for the safety of information transmitted via such electronic communication channels of the public network.
- 15.6. The Company is not responsible for any delays, failures, incorrect or untimely delivery, deletion or loss of any user data or other information transmitted by the User to the Company, including using the available functionality of the Site. By performing these actions, the User guarantees that he has backup copies of all sent information.
- 15.7. The Company does not bear any liability to the User for losses, forced interruptions in business activity, loss of user and other data, for expenses (real, indirect, indirect), incidental losses, lost profits, lost income caused by the use and / or associated with the use of the Site , including for the purpose of receiving SMS or providing SIM.
- 15.8. The Company does not bear any responsibility to the User for losses caused by possible errors and typographical errors on the Site. However, the Company undertakes to take reasonable measures to prevent and correct such errors and typographical errors.
- 15.9. The total amount of the Company's liability when the User uses the Site, including the amount of penalties (penalties, penalties) and / or recoverable losses, for any claim or claim due to the execution of the Agreement, is limited to the amount of remuneration actually received by the Company from the User (during the provision of services), or in the amount due remuneration of the User (when receiving services).
- 15.10. The Company is not responsible for dishonest actions of third parties in relation to the Site, including, but not limited to, dishonest actions to gain access to the Site servers, introduce viruses, other malicious programs, and commit other dishonest actions against the Company and third parties. At the same time, the Company undertakes to take a responsible approach to protection algorithms and take reasonable measures to prevent such situations.

16. Intellectual Property

- 16.1. The exclusive rights to the Site, any of its contents belong to the Company or its counterparties, all rights to these objects are reserved.
- 16.2. The User is not entitled to perform any actions with the Site and its contents, except for ordering the services and obtaining the result of the services.

17. Final Provisions

- 17.1. In the event that certain provisions of the Offer cannot be applied to the specified extent due to legislative restrictions, they are to be replaced by provisions that are as close as possible in their meaning to the original ones, and are subject to application in a modified form (including to already established legal relations).
- 17.2. Recognition as invalid 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.