

Complaints procedure of ApiSendSMS

Provider

WTI LLC, reg. no.: 2015-000693891, 2232 Dell Range Blvd Ste 245, Cheyenne, WY 82009, Wyoming, USA (hereinafter "WTI LLC") represented by WTI LLC o.z., odstepny zavod, IČ: 09828397, with the registered office at Svetova 523/1, PSČ 180 00, Praha 8 – Liben, Czech Republic, data box: u9d5r2x, registered in Commercial register maintained by the Municipal Court Prague, section A, file 79642

Basic information

This Complaints procedure applies to the Clients of the ApiSendSMS Service. The Complaints procedure details the rights and obligations of the Client as the user of the ApiSendSMS Service, and the rights and obligations of the Provider. By his/her consent with the General Terms and Conditions for the providing of ApiSendSMS Service (hereinafter „T&C“), the Client also accepted and acknowledged this Complaint procedure. This Complaint procedure regulates the mutual relationships between the Client and the Provider concerning the complaints regarding the ApiSendSMS Service, respective the complaints regarding the invoicing of the ApiSendSMS Service, and therefore it is binding for both Parties. The Complaints procedure is valid to the extent and in its wording that is published on the website www.ApiSendSMS.com as effective, while this Complaint procedure is subject to changes made by the same conditions as set in the T&C. If the relationship between the Client and the Provider is not explicitly regulated by these Complaints procedure, the relevant provisions of Act no. No. 89/2012 Coll. (Civil Code) and Act. No. 127/2005 Coll. (Electronic Communications Act) as amended apply. The Client has the right to submit a complaint concerning the ApiSendSMS Service and a complaint concerning the invoicing of the ApiSendSMS Services (see below).

The Provider is liable to the Client (with the restrictions set out below and in Article 9 of the T&C and its other articles) for the provided Service and its invoicing, if: (i) the service was not provided in the quality corresponding to the relevant legal regulations or in the agreed quality, quantity, scope or for the agreed price, (ii) the price was not correctly invoiced for the provided Service. However, if the Service could be used only partially or could not be used at all due to a technical or operational defect on the part of the Provider, the Provider is not obliged to compensate the Client for damage or other loss resulting from the interruption of ApiSendSMS Service. Unless expressly stated otherwise in these Complaints procedure, words with a capital initial letter have the meaning defined in the T&C.

Handling of complaints regarding the ApiSendSMS Service

The provider and the Client agreed, in this Article and with the procedure specified below, the terms regulating the handling of complaints submitted regarding the ApiSendSMS Service provided by the Provider. The Client may submit the complaint regarding the provided ApiSendSMS Service by the Provider without undue delay, however until 2 months from the day of the faulty provision of the Service at the latest, otherwise this right voids.

The Client may submit the complaint with one of the following methods:

- by phone: +420 777 166 238
- by email: Support@ApiSendSMS.com
- by the contact form, which you can find in the user interface

By submitting his/her claim, the Client shall provide:

- Name, surname / Name of the company, reg. no.
- Registration email
- Description of the fault (either by description of the fault, or by notification of its symptoms)

- The beginning of the complaints handling is count from the moment of reporting of the fault, resp. reporting the fault with stating all the data (see above) (from the moment, which occurs at the latest).

The Client will be continuously informed about the course of the complaint (removing of the fault).

Complaints, including the removal of defects, must be settled without undue delay, no later than within 1 month from the date of the complaint, unless the Provider and the Client agree the longer period. If the settlement of the complaint requires discussion with a foreign operator, the complaint must be settled no later than 2 months from the date of the complaint, unless the Provider agrees with the Client the longer period. If the Service could be used only partially, or it could not be used at all for a technical or operational defect on the part of the Provider, the Provider is obliged to ensure the removal of the defect and reduce the price or, in agreement with the Client, to provide the Service in an alternative manner. The Provider is not obliged to compensate the Client for damage or other loss that arises as the result of interruption of the ApiSendSMS Service or defective provision of the ApiSendSMS Service.

Procedure for claiming the invoicing of the ApiSendSMS Services

The Client has the right to claim in writing from the Provider the incorrect invoicing of the price for the provided ApiSendSMS Service. The Client may submit the complaint regarding the invoicing for the provided ApiSendSMS Service without undue delay, however until 2 months from the day of the delivering of the invoice for the Service at the latest, otherwise this right voids. If, due to the nature of Service, the invoice for the price is not delivered, the Client is entitled to submit a complaint within 2 months from the date of provision of the Service. Submitting a complaint does not have a suspensive effect on the obligation to pay the invoiced price.

The complaint must be settled without undue delay, no later than within 1 month from the date of the complaint, unless the Provider agrees with the Client the longer period. If the settlement of the complaint requires discussion with a foreign operator, the complaint must be settled no later than 2 months from the date of the complaint, unless the Provider agrees with the Client the longer period.

Unless otherwise agreed with the Client, if the Provider finds out on the basis of a complaint that the overprice has been charged to the Client, it is obliged to return the overpayment within 1 month of the complaint, by reducing the amount in the next invoice, and if such a procedure is not possible (e.g., in the event of termination of the Contract, in the event that the next invoice would be delivered later than 1 month after the complaint, in the event that the amount of overpayment would exceed the amount of the next invoice, etc.) by sending the amount to the Client's account or the Client's last known address. After fulfilling these obligations and after satisfying these rights, the Client is not obliged to pay to the Clients any compensation for damage or other loss that arises as the result of the interruption of services.

Common provisions

If the Client does not agree with the resolution of the complaint, he may, within one month from the settlement of the complaint, raise objections to the settlement of the complaint with the competent authority. Arrangements for limiting the Provider's liability for damage (for cases where the Provider is liable for the damage caused) are set out in the T&C. The Client who has concluded the Contract as a consumer may, in accordance with Act No. 634/1992 Coll., on consumer protection, also resolve disputes arising from the Contract out of court. The disputes arising from this Contract, unless they are

settled amicably, cannot be, except of the abovementioned provision, resolved out of court or by the administrative proceedings. The Complaint procedure you can find on www.ApiSendSMS.com.

This Complaint procedure is effective on 1. 1. 2022.