

Terms and Conditions

THIS SERVICE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ VERY CAREFULLY THESE TERMS AND CONDITIONS BEFORE REGISTERING FOR OUR SERVICE. USING OUR SERVICES INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT REGISTER FOR OR PARTICIPATE IN THE PROGRAM.

- This is to notify the users of our company that a few systematic cheating rackets are operating on SMS platform propagating lottery/prize/ unclaimed huge properties etc. This is totally objectionable by the Police Crime Branch as well against TRAI norms. These messages are under spam and comply for stringent and strict action by the respective departments. All the users are advised to adhere with the instructions and not to promote such activities. Violation of this intimation will automatically invite serious legal action and we will not be responsible for the same and shall share the client information to the respective departments.
- You, the User of this service, understand that the service allows for you to be able to send messages to people in your group. You also understand that the intent of this service is to communicate only with people you know and not with whom you do not know and those who would not be interested in receiving messages from you.
- You, the User of this service, confirm that you have read the provisions of the NDNC registry of TRAI and understand that the essence of this registry is to reduce or take away the incidence of SPAM for mobile Users. (For more details on NDNC, visit www.nccptrai.gov.in)
- You, the User of this service, confirm that the mobile phone numbers to whom messages will be sent using this service are authentic & belong to people you have personal, professional or business relationships with. You further confirm that you have not included in the list any number of any person(s) who is not known to you.
- You, the User of this service, confirm that you can provide, on request, an auditable acceptance or permission from all such people whom you intend to send SMS messages to using this service, to receive messages from you via Trend Enterprises (bulksmswale.in).
- You, the User of this service, understand that in light of NDNC and the clauses laid out therein, sending of any unsolicited message could result in penalties being levied.
- You, the User of this service, agree to use this service judiciously and without violating privacy of the people concerned. You also agree to comply with all necessary laws as maybe applicable.
- You, the User of the service, agree to bear all responsibility for the messages sent to your group by using this service. You agree to indemnify Trend Enterprises (bulksmswale.in) against all complaints and claims arising out of violation of the NDNC provisions due to your acts.
- You, the User of the service, agree to follow all laws of the land and respect and abide by all directives, guidelines and circulars issued by TRAI, as maybe applicable, from time to time.
- You, the User of the service, understand the message length of SMS messages, will be measured as follows:

Message length (upto) will be measured as per following chart:-

- 1.160-characters1 Message
- 2.306-characters2 Message
- 3.459-characters3 Message
- 4.612-characters4 Message
- 5.724-characters5 Message

- You, the User of the service, understand and agree that it is your responsibility to consume the service within validity period offered to you, else the service will lapse after the validity period. In any case, maximum validity period of the service cannot exceed 1-year from the date of placing confirmed order against payment, after which the service will lapse.
- You, the User of the service, understand and agree that refund claims will not be entertained under any circumstances by Trend Enterprises (bulksmswale.in).
- You, the User of the service, understand and agree that delivery reports of messages sent through the service are dependent on data provided to Trend Enterprises (bulksmswale.in) by mobile operators, which in turn is shared by Trend Enterprises (bulksmswale.in) with you. If the mobile operator does not provide data on delivery reports to Trend Enterprises (bulksmswale.in), Trend Enterprises (bulksmswale.in) will not be able to pass on the same to you.
- You, the User of the service, agree to pay Trend Enterprises (bulksmswale.in) any amount that maybe payable for using the service, in excess to what you are entitled to as per order placed with Trend Enterprises (bulksmswale.in).
- You, the User of the service, agree and understand that Interconnect charges, if applicable in future or in retrospect on any Indian or supporting overseas network, shall be charged extra and adjusted in the prepaid amount by Trend Enterprises (bulksmswale.in).
- You, the User of the service, understand and agree that response to SMS/advertisements placed through the service cannot be guaranteed or assured by Trend Enterprises (bulksmswale.in).
- You, the user who use BULK SMS for any lottery purpose or for any fraudulent purpose Trend Enterprises (bulksmswale.in) and its other domain/sub domain and related associates (owner, employee) will not be held responsible for any loss of recipients. The sender will be responsible for these losses.
- You, the User of the service, understand and agree that Trend Enterprises (bulksmswale.in) is not responsible for any Non-Delivery of your SMS due to Following Reason (Invalid Number, Absent Subscriber, Memory Capacity Exceeded, Mobile Equipment Error, Network Error, Barring, Invalid Sender ID, NDNC Failed, Unknown Error. Etc). We Promise to provide you best quality sms service with 99.9% uptime guaranteed. Is not responsible and liable for anything for any late delivery for any route due to any reason. If you have any worst delivery issue on any route kindly inform us by email (support@bulksmswale.in) in 5 Working Days.
- You, the User of the service give us permission to send any promotional offers, any updates or any kind of contact material to be delivered on your registered mobile no or email id.

LIMITATION OF LIABILITY

- Whilst we will take all reasonable steps to deliver your messages to recipients as fast as possible, we cannot commit to, or guarantee, a specific delivery time. Such times depend on various network and system-related factors among the various entities involved in the transportation of your messages across the cellular mobile networks.
- Furthermore, delivery reports and the originator are operator dependant features and so it is not possible for us to give 100% guarantees for their availability. We recommend that tests should be conducted beforehand when these features are considered to be of high importance.
- You acknowledge that as we send and receive text-messages via major telecommunications companies and Mobile Network Operators, our influence over the transmission of your messages is within the technical constraints imposed upon us.
- Our responsibility is therefore to ensure that the text-messages you send through the service are processed correctly and delivered to the assigned entity. We are not responsible for the final delivery of the message, as this is out of our control and is the responsibility of the Mobile Network Operator.
- SMS that cannot be delivered within the life span allocated to them, either by us or a Mobile Network Operator will be discarded by the Mobile Network Operator, without any notice. We are not liable for any loss incurred by the failure of a message to be delivered and you acknowledge that damages for financial or other loss resulting from delivery failure cannot be claimed from Team Trend Enterprises (bulksmswale.in) .Furthermore, you agree that message contents are deemed to have zero value.

- You also acknowledge that text-messages are transmitted unencrypted and that eavesdropping of mobile phone communications, including SMS delivery, by third parties is possible. We also recommend that you ensure sensitive and valuable information is communicated by a number of communication methods.
- Furthermore, use of the service and the Internet is at its own risk and that the service is provided 'as is' and 'as available', without any warranties or conditions whatsoever, expressed or implied. We will use all commercially reasonable efforts to make access to the service available through the required access protocols, but make no warranty or guarantee that you will be able to access the service at any particular time or any particular location. Without limiting the generality of the terms set forth, we and our affiliates, agents, content providers, service providers, and licensees. Hereby disclaim all express and implied warranties as to the accuracy, completeness, non-infringement, merchantability or fitness for particular purpose of the service generally, and any content or services contained therein, as well as all express and implied warranties that the operation of the service generally and any content or services contained therein will be uninterrupted or error-free.
- Shall in no event be liable for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of the service generally, and any aspect ancillary thereto; you agree to indemnify us for any third party claims arising from such failures, delays or interruptions in connection with regard to the use of the service.
- Notwithstanding anything to the contrary contained herein, the provisions outlined above are for the benefit of Team Trend Enterprises (bulksmswale.in) and its affiliates, agents, content providers and service providers and each shall have the right to assert and enforce such provisions directly on its own behalf.

TERMINATION

- If at any time you breach the terms & conditions of the service, we may elect to suspend, terminate and/or cancel this agreement and/or recover any damages from you arising from the event(s) giving rise to the suspension, termination or cancellation. We reserve the right to suspend your service at any stage for any reason we may deem necessary to continue to provide any of our services in a way that may be hindered by your status as being our client, your financial status or the content of the messages originating from you.
- Upon any such termination, cancellation and/or suspension, you are still responsible for any obligations then accrued. Payment and other obligations under this agreement are not suspended, stayed, or otherwise affected by a suspension of access to / or use of the service (in whole or in part) where said suspension arises from your failure to comply with, or violation of, the terms of this agreement or of any law or legal obligation. Upon termination and/or cancellation, for any reason, you agree to immediately cease using the service and we shall have no obligation to you after any termination or cancellation of this agreement.
- You, the User of the service, understand and agree that only courts in Jaipur, Rajasthan, India have jurisdiction over any and all matters pertaining to the service.
- Trend Enterprises (bulksmswale.in) reserves the right to terminate your account at any time without notice or liability, if Trend Enterprises (bulksmswale.in) determines that you have violated any of these terms and conditions. Trend Enterprises (bulksmswale.in) reserves the right to modify these policies at any time.
- By signing on the order booking form and / or by making or issuing payment for the service, you agree to all the terms and conditions above.

Any Charges/Taxes levied by TRAI/Govt./Telecom Operators or increase of price by any of one will be applicable on unused SMS credits.

Services will be provided subject to TRAI Rules & Regulation.