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| **ZooControl s.r.o.**  Planá 67, 370 01 České Budějovice  IČ (ID): 05766656  DIČ (VAT no): CZ05766656  Represented by: Ing. Jiří Malecha by Power of Attorney  E-mail: support@gosms.eu  Phone: +420 380 422 242  Account no.: 2300407485/2010 (Fio Banka)  The company has been registered in the Commercial Register kept by the Regional Court in České Budějovice since 1.2.2017, file number C.25800  **(referred to as the Provider)** | [NAME AND SURNAME / COMPANY NAME ][address / based in]IČ (ID): [PLEASE FILL IN] Represented by: [PLEASE FILL IN]  E-mail: [PLEASE FILL IN]  Phone: [PLEASE FILL IN]    **(referred to as the Customer)** |

hereby enter into a

Contract about GoSMS service delivery no. [FILL IN]

which replaces and terminates contract no. [PLEASE FILL IN]

**1. Object of the contract**

1.1. Based on this Contract (hereinafter the “Contract”), the Provider commits to provide the Customer with services within the scope and under the conditions specified in this Contract and in the currently valid General Terms and Conditions for the provision of GoSMS services (hereinafter the “Terms”). “Price List”) and the GoSMS Complaints Procedure (hereinafter referred to as the “Complaints Procedure”), which form an integral part of the Contract, are available on the website www.gosms.eu. The Customer commits to pay the price for the provided services in accordance with this Agreement, the Price List and the Terms and Conditions or the Complaints Procedure Rules, unless otherwise agreed in this Contract (when different conditions of price, payment, etc.) may be agreed.

1.2 The Customer confirms that he/she has become acquainted with the wording of the Terms and Conditions, the Complaints Procedure Rules and/or the Price List effective as of the date of signature of this Agreement.

**2. GoSMS service specification**

2.1. The GoSMS service is used to send bulk information SMS messages. GoSMS makes it possible to send, above all, SMS information (informing customers, citizens, employees and other subjects about any action, event or unexpected situation), SMS notifications (informing customers and other subjects about the status of orders, sending login data, information about delivery status of goods and many others), SMS marketing (promotion of products or services), competitive SMS (engagement of the Customer's clients in interaction with the Customer's brand), etc., whereas the Provider is not responsible for the content and character of the SMS being sent.

2.2. The Provider commits to provide the Customer with services within the scope aligned in this Contract and the Customer commits to pay the price for such services, including any related fees (if the different arrangements stated in this Contract take precedence over the different arrangements specified by the Price List). Whereas Customer states that he is familiar with the content of these provisions, all expressions contained within are understandable to him and their meaning is known to him.

**3. SMS Price List**

The SMS price list is included as an appendix to this GoSMS Service Agreement.

**4. Additional services**

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| 4.1. | **UNIQUE SENDER NAME** | | **ACTIVATION** | **MONTHLY FEE** |
| I want a unique name: | [PLEASE FILL IN] | 13,56 Euro | 13,56 Euro |

|  |  |  |  |
| --- | --- | --- | --- |
| 4.2. | **OPT-OUT SMS** | | **MONTHLY FEE** |
| Activate SMS opt-out: | NO | 7,60 Euro |

Prices are without VAT *(21 %)*

**5. Total price**

|  |  |  |  |
| --- | --- | --- | --- |
|  | | **TOTAL WITHOUT VAT** | **TOTAL WITH VAT** |
| 5.1. | Total monthly fee for all services | 0 Euro | 0 Euro |
| 5.2. | Total service activation fee | 0 Euro | 0 Euro |
| 5.3. | Total monthly payment for SMS sent | by the SMS price list | by the SMS price list |

Prices are without VAT *(21 %)*

**6. Login data - administration**

|  |  |  |
| --- | --- | --- |
| 6.1. | User name:[PLEASE FILL IN] |  |

**7. Invoicing method**

7.1. Choose one of the possible invoicing methods:

x Electronic PDF invoice delivery to e-mail (free)

**8. Other arrangements**

8.1. In case of delayed payment by the Customer, the Provider has the right to demand payment of a contractual penalty of 0.05% of the outstanding amount for each commenced day of delay. Apart of that, Customer is opbliged to pay the default delay interest in the amount stipulated by law.

8.2. The parties further agreed on the following terms and conditions for the provision of the Service (in cases where arrangements in this Agreement take precedence over the arrangement set in the Terms):

**9. Final provisions**

9.1. Legal relations in this Contract, Conditions or Complaints Procedure not stated, but arising from it, are governed by Act No. 89/2012 Coll., The Civil Code, as amended within.

9.2. This Contract may be altered by mutual agreement of the parties, exclusively in written, ascendingly numbered amendments to this Agreement, concluded in paper form.

9.3. The Contract shall enter into force on the date of its signature by both contracting parties and is made in two counterparts with the validity of the original, with each contracting party receiving one copy.

9.4. The Customer expressly states that he has become familiar with the contents of this Agreement and all terms contained therein are understandable to them and their meaning is known to them. The Customer confirms that before concluding the Agreement, he had the opportunity to ask the Provider about the meaning of any term specified in this Agreement, Conditions or Complaints Procedure.

9.5. The contracting parties declare that they have read the Contract, agree with its content and sign it as proof of their consent.

In Planá on [PLEASE FILL THE CALENDAR DATE]

**ZooControl s.r.o., Ing. Jiří Malecha [PLEASE FILL IN]**

by Power of Attorney*(Customer)*

*(Provider)*