TERMS AND CONDITIONS

Welcome to CHOTHUESIM!

These terms and conditions outline the rules and regulations for the use of (Contractor) Website, located at chothuesim.us. By accessing this website, we assume you accept these terms and conditions. Do not continue to use CHOTHUESIM if you do not agree to take all of the terms and conditions stated on this page.

Please in a full and careful manner read the **Terms and Conditions** and the **Personal Policy** (available by the address:https://chothuesim.us/docs2/privacy.pdf) before getting access to chothuesim.us, including any content and services provided by chothuesim.us. In the **Terms and Conditions** are laid down legally binding terms regulating your access and use of the services.

By getting registered on chothuesim.us for the use the services in any way, you confirm that you have read and understood the **Terms and Conditions** and declare and guarantee that you are a capable natural person over the age of 18. You also confirm that you have read and understood the **Personal Policy**.

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The following terminology applies to these Terms and Conditions: "Customer", "You" and "Your" refers to you, the person log on this website and compliant to the Contractor's terms and conditions. "Contractor", "Ourselves", "We", "Our" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Contractor's stated services. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

CONTENT

1. **DEFINITIONS**

API request-a set of ready-made technical solutions provided by the Contractor for use in external software products of users.

API keys-a unique line consisting of randomly generated numbers and letters, which is transmitted upon each API request, used for authorized login and access to the Website, to receive and manage services provided.

Administrator (Contractor)-having full ownership rights of the Website software and the Database of the Website.

Login via Google-authentication on the Website with the help of Google via the OAuth 2.0 authorization protocol.

Order (Activation)-a separate application on the provision a service Receipt SMS under this the Terms and Conditions, placed by the Customer by performing certain actions on the Website and/or through API requests.

Activation History-a list of all implemented and realized Orders of the Customer in the Personal Account.

Customer-the Website user, a natural person acquiring services of the Contractor.

Contact Email box (contact details)-a set of symbols identifying the Customer and serving to receive and send Email.

Login-the name of the account required for authorized login to the Website. Within the framework of this Website-the Customer's Contact Email box.

Personal Account, profile-a personalized workspace of the Customer on the Website.

Non-implementation of the Order-obtain and use of the number on a particular Order not in a comprehensive manner.

Cancellation of the Order-termination of the use of the number. Until the moment of Order Implementation, the Order can be canceled by the Customer at any time during the period of providing the number by clicking on the "Cancel" button.

Reporting period-the time period from 00:00:00 (UTC+7:00) on the 1st (first) day of each calendar month to 23:59:59 (UTC+7:00) on the last day of the same calendar month.

Operator/Provider-a legal entity or natural person supplying Used numbers to the Contractor's database under separate contracts.

Password-a conditional word or an arbitrary set of characters intended to confirm the identity of the Customer and his authority on the Website.

Implementation of the Order-debiting from the Electronic virtual account on the Website the cost of services for a particular Order of the Customer and provision by the Contractor service Receipt SMS

Website-the Website on the Internet located at the domain name providing the technical capability of providing the services to Customer.

Receipt SMS-a service under this the Terms and Conditions that provides the Customer with the technical ability to review the text of Messages received on the Used Number.

Service-a website or application.

Message, SMS-a text message to the Used Number, the reception of which is ensured by the Contractor.

Electronic Virtual balance-the balance on the Customer's Personal Profile allowing tracking the amount of funds transferred to the Contractor's balance for services.

Used Number-the subscriber number placed on the Website, used to provide services.

2. **REGISTRATION**

By getting registered on chothuesim.us for the use the services in any way, you confirm that you have read and understood the Terms and Conditions and declare and guarantee that you are a capable natural person over the age of 18.

Registration is carried out by informing the Website of Customer data (Login, Password, API keys, Login via Google OAuth 2.0).

3. **GENERAL TERMS ON THE SERVICE PROVISION**

Customers have the right to use our services if it does not contradict with the legislation of their country. If the Customer plans to use given services in such a territory where the use of the Website's services is not stipulated by legislation or it is prohibited, the Customer has no right to use the Website's services.

The Customer confirms that the use of the Website's services in the territory of user residence is permitted by legislation.

We regret to inform potential users that our services are not available for residents of the United States and Russia. By agreeing to these terms and conditions, users acknowledge that they are not citizens or permanent residents of the United States, Russia and that they will not attempt to access our services from within the United States and Russia. Any attempt to register or use our services from the United States and Russia will be considered a breach of our terms and may result in the termination of the user's account without prior notice. We reserve the right to verify the location of our users and to take necessary actions to enforce this policy. We appreciate your understanding and cooperation in this matter.

The terms for the Customer to receive the Contractor's services are payment for services in accordance with Section 6, and the Customer's compliance with the general rules of the Website established in the documents presented in the Website interface:

- The Rules of the Website are available by the common address https://chothuesim.us/rules;
- The Website Instruction is available by the common address https://chothuesim.us/manual;
- The Refund Policy is available by the common address https://chothuesim.us/docs2/refund.pdf;
- Information on payment security measures is available by the common address https://chothuesim.us/docs2/security.pdf.

The Contractor's obligations on services provision are counter to the Customer's obligations to comply with the general rules of the Website and to pay for the services. Upon non-fulfillment of these obligations by Customer, the Contractor can suspend or refuse to provide services in the relevant part on the basis of the entitlements stipulated in this Terms and Conditions, by the Rules of the Website and /or the civil legislation.

The Contractor provides services upon the possibility to provide them, which is determined, inter alia, by the Customer's compliance with the Rules of the Website. Non-compliance with the general rules of the Website may lead to the impossibility to implement the obligations by the Contractor on provision of the relevant services.

Due to the nature of the services offered by the Contractor to meet the individual needs of the Customer and other proposals under this Terms and Conditions, the Contractor does not assume

the obligation to provide services to each person who applies to him and may refuse to provide services to the Customer. For example, in cases when the provision of services does not comply with the rules of the Website, its subject matter, categories, etc.

The terms for the provision of services, including their content, scope and terms are determined in accordance with this Terms and conditions and the rules of the Website.

The services provided on the Website may be changed, be complemented by, updated, in connection with which their use is proposed in the "as is" mode, that is, in the form and scope in which they are provided by the Contractor at the moment the Customer applies for services on the Website.

The Contractor has the right to send you notifications related, including messages on changes of the terms on services provision and other information messages via the Contact Email box, based on the contact data available in your profile.

You are obliged to comply with the requirements of the current legislation, the provisions of this Terms and Conditions and all other rules of the Website upon using the services.

The Parties acknowledge actions performed using the Login, Password, API key or Login via Google by the Customer as actions performed by the Customer and having the force of a simple electronic signature.

4. **INFORMATION SERVICES**

The Contractor provides the Customer with the opportunity the opportunity to place an Order on the provision a service Receipt SMS, for which the Customer pays the Contractor a fee, namely:

- A service providing the technical opportunity to familiarize SMS received at the Used Number through the functionality of the Personal Account;
- A service providing access to the API for automated Ordering and receipt of service results.

The Order by the Customer is the performance of the following actions by the Customer:

- authorized login to the Website;
- Order direction by selecting criteria on the Website: country, Service and Operator and clicking on the "Buy" button on the Website page and/or by selecting criteria on the Website: country, Service and Operator through the API requests;
- direction number, SMS by the Contractor to the Customer, the use of phone number, SMS by the Customer and the display of phone number, SMS in the Order window and/or the display of phone number, SMS through the API request.

The order is considered to be agreed by the Contractor in the case of the actual provision of the services specified in it. The Order is considered implemented (realized), and the services provided after performing all the actions specified.

The Customer may, at his discretion, make a Cancellation or Non-implementation of the Order. Consequences of Cancellation of the Order: the funds for the canceled Order are returned in full to the Customer's Electronic Virtual Balance within 15 minutes after clicking on the "Cancel" button.

Consequences of Non-implementation of the Order: funds for the non-implemented Order are returned in full to the Customer's Electronic Virtual Balance within 15 minutes.

If the Customer has not used the number, SMS on the implemented Order, refund for this Order is not performed by the Contractor.

The Company does not guarantee SMS delivery, control its content, timeliness, or availability of the Used Number, as these factors depend on the mobile operator and third-party services.

In providing Services, the Company acts as an intermediary between the Customer and the Operator.

The Operator provides the Company with Used Numbers for the subsequent provision of services for the Customer.

To provide numbers, the Operator must complete and submit to the Company a feedback form posted on the Website (under the name “Become a Partner” or similar), containing complete and reliable information about the Operator.

The Operator guarantees that the Used Numbers were obtained legally and that their provision to the Company does not violate the rights of third parties.

The Operator guarantees that the Used Numbers have not been used for illegal activities, including but not limited to fraud, money laundering, spam, or other violations of the law, and that it holds all necessary permits and licenses to provide the Used Numbers to the Company.

The Operator undertakes to indemnify the Company for all losses, including but not limited to legal costs, fines, compensations, or other payments incurred by the Company as a result of claims, lawsuits, or demands from third parties, including government authorities, arising from the Operator’s violation of the guaranteesor other obligations of the Operator.

5. **SCOPE OF THE SERVICES**

The scope of provided services is determined by the quantity of Implemented Orders by the Customer.

6. **COST OF THE SERVICES AND PAYMENT PROCEDURE**

The cost of the Contractor's services is displayed on the Website interface in coins.

The Company is not a tax agent and thus shall not provide Customer’s financial information to any third parties.

The amount of the cost of the Contractor's services for each Order of the Customer is determined depending on the criteria selected by the Customer (country, Service, Operator).

Payment for the Contractor's services is carried out by replenishing the Electronic virtual balance in the Customer's Personal Account. At the moment of replenishment of the Electronic virtual balance, the Contractor's services are considered paid for the amount of replenishment of the Customer's Electronic virtual balance (advance payment). The Customer uses the services of the Contractor as the balance amount is consumed on the Electronic virtual balance in the Customer's Personal Account. The balance consumption occurs by Orders Implementation on the Website at the prices valid at the moment of the Order Implementation.

The Contractor has the right to provide a discount for a particular Order, taking into account the applicable marketing policy of the Contractor.

Replenishment of the balance on the Electronic virtual balance can be carried out in foreign currency. The received payment in a foreign currency is credited and accounted on an Electronic Virtual Balance in coins.

Each of the Parties, on his own, pays bank fees and other expenses in connection with the transfer/receipt of the payments charged by the bank servicing it. The Bank expenses charged by third parties for the interbank transfer of funds are assigned to the Customer.

The Customer is obliged to inform the Contractor in writing whether there are any obligations imposed on the Contractor in the Customer's residence country in connection and whether it is necessary to withhold, transfer or otherwise pay any taxes, fees and other similar payments (hereinafter referred to as "Taxes") in the Customer's residence country from the amounts payable to the Contractor. The Parties have agreed that any remuneration does not include the specified Taxes. In the case of necessity to withhold, transfer or otherwise pay any taxes in the Customer's residence country, the Contractor's remuneration should be increased by the amount of such Taxes. The Parties agree to provide each other with the necessary information or documentation in order to have the opportunity to submit an application under an agreement (convention, amendment, instructions, protocol) the Customer's residence country in order to reduce or eliminate any retention or deductions required by law from any amounts payable.

7. **REPORT ON THE PROVIDED SERVICES**

The Contractor provides the Customer with information about all provided services on the Order History in the Customer's Personal Account. The services are considered provided in accordance with Section 4.

The Customer is obliged to get familiarized in his Personal Account with information on all the provided services in the form of data on all issued and implemented Orders for each Reporting period.

If the Contractor does not receive a written reasoned objection from the Customer regarding the provided services within 5 (Five) calendar days from the end of the Reporting Period, the services for the Reporting period specified in the Customer's Personal Account are considered to be provided by the Contractor in a proper manner and accepted by the Customer in full without any comments.

If the Customer expresses his disagreement with the report on the provided services within the period 5 (Five) calendar days, he should send the Contractor a written reasoned objection in free form on the Website.

The Contractor considers the submitted objections within 15 (Fifteen) working days after receiving it, after that the Parties conduct report coordination on the provided services for a certain Reporting period by exchanging messages by Email until reaching agreement between Parties.

The Parties unconditionally agree that the data on the provided services is indicated in the report on the provided services based on the data on the Contractor's Website.

8. **RIGHTS AND OBLIGATIONS OF THE PARTIES**

The Contractor (Administrator) has the right to:

- determine the rules of the Website independently;
- make amendments to any normative documents of the Website;

- perform technical configuration and support of the Website independently;
- unilaterally terminate or suspend Terms and Conditions in the following cases:

1. in case there is a reliable, verified information about the Customer's fraudulent operations and/or his participation in fraudulent or illegal activities in connection;
2. provision by the Customer of a unreliable information related to the obligations.

    - interact with Customers on all/any questions regarding the use of the Website;
    - receive payment for the provided services, according to Section 6;
    - for violating the Terms and Conditions by the Customer and also upon receiving information from the third parties on the violation of the Terms and Conditions by the Customer, the Contractor has the right to suspend, restrict or terminate the Customer's access to all or any of the sections of the website at any time for any reason or without explaining the reasons, with or without a prior notice, without being responsible for any harm that may be caused to the Customer by such an action. The Contractor reserves the right to delete the profile of any Customer and/or suspend, restrict or terminate the access of any Customer to any of the Website sections if the Contractor finds out that, in his opinion, the Customer poses a threat to the Website and/or other Customers. The Contractor is not responsible for the temporary blocking or deletion of information, or the deletion of the personal page (termination of registration) of any Customer carried out in accordance with the rules of the Website.
    - add the Email address of any Customer specified during registration to your mailing list.

The Contractor (Administrator) is obliged to:

-. provide the technical capability of operation on the Website to the Customer;

- The Contractor is not obliged to be responsible for software errors of Customers and /or third parties attracted by them in case of incorrect use of the API service.

The Customer has the right to:

- receive all the services in accordance with the Terms and Conditions.

The Customer is obliged to:

- respect the rights and obligations stipulated in this Terms and Conditions;
- pay for the services of the Contractor in the manner and under the Terms and Conditions;
- not to use the services provided by the Contractor for illegal purposes, as well as not to commit actions harmful to the Contractor and (or) third parties;
- in a extrajudicial manner compensate the Contractor for the losses caused by payments collected from the Contractor by third parties, including administrative fines received by the side of control and supervisory bodies received by the Contractor for violations of the provisions of this Terms and Conditions, on condition of providing the Customer with documents confirming the occurrence of the specified damage to the Contractor.

9. **CONFIDENTIALITY**

The Parties are obliged not to disclose information on the terms, as well as other information received by the Parties in the course of fulfilling their obligations, with the exception of cases when the Party is obliged to provide such information in accordance with the legislation.

It is not a violation of confidentiality to provide confidential information at the lawful request of law enforcement and other authorized state bodies and officials in cases and in accordance with the procedure stipulated by the legislation.

The obtaining and processing of the Customer's personal data is carried out in accordance with the Personal Policy of the Website.

10. **MISCELLANEOUS**

The Contractor has the right to amend and/or complement the Terms and Conditions to the extent permitted by the legislation, as well as to recall the Terms and Conditions at any time. The date of amendment of the Terms and Conditions is the date of publication on the Website of the new version of the Terms and Conditions. You should get familiarized with the current version of the Terms and Conditions posted on the Website.

The provision of services under this Terms and Conditions after the entry into force of amendments in the Terms and Conditions means that the Parties have agreed to make appropriate amendments and/or additions to this Terms and Conditions. Such amendments do not apply to the services ordered and paid for by the Customer before the amendments in the Terms and Conditions come into force.

The Contractor has the right not to provide services in accordance with the procedure stipulated by the legislation, including the case of a single violation of the legislation by the Customer, the terms or the rules of the Website, notifying the Customer about it by Email Contact address.

The Contractor has the right not to provide services at the initiative of the Customer. If the Customer has not used the profile on the Website within 1 year from the date of the last authorized login to the Website, Personal Account/profile is considered terminated on the Customer's initiative after the expiration of the specified period.

This Terms and Conditions represents all the terms agreed between the Parties with connection to its subject matter and replaces all previous agreements, assurances and any kind of agreements between the Parties with respect to its subject matter, unless otherwise expressly agreed by the Parties.