Premium SMS – Dedicated and Standard Rate Short Code

Information and Contract

What is a dedicated short code?

A dedicated premium number is a number whereby SMS messages sent to that the dedicated number (5 digit short code) trigger a billing event and a premium amount (band price) is deducted from the senders cellphone account.

A dedicated shortcode is **not** shared amongst clients (we offer a shared service that is keyword based for shared short codes)

Incoming messages can be viewed over a web console and/or posted as an http post directly into your database.

What is a Standard Rate Short code

A Standard Rate short code is a 5 digit number that is charged at the standard price of an sms on the senders cellphone contract or prepaid agreement.

What is a Short Code

A short code is 5 digit number that can receive sms messages. The short code price is the cost of each sms.

Response Message

LogicSMS will send a response message, in response to each premium sms received. The response message is not charged and we dont ask for upfront payments for response messages.

- Response messages can be turned off on request.
- Response messages can be easily changed at anytime.

Pricing

Monthly Rental	Prepaid	Cancellation	Select one
R600.00 (ex vat)	Month on month	1 month notice	
R500.00 (ex vat)	Every 4 Months (R2000.00 ex vat)	1 month notice	
R450.00 (ex vat)	Every 12 Months (R5400.00 ex vat)	1 month notice	

* Monthly rental is prepaid in advance. R500 or R450 monthly rental is prepaid every 4 or 12 months respectively in advance for each month. 1 Full Calendar Month cancellation notice required. Rental options can be changed at the end of the selected period.

Please initial in the box

Profit Share or Payout
Payouts must be claimed via email every month or when a payout is required. Payouts are not automatic. Terms and Conditions apply.

The following table shows the value per sms that you can qualify to receive (i.e. what you may get paid). Standard rate short code requires a positive credit balance to send the response message.

Band	Vodacom Ex VAT	MTN Ex VAT	CellC Ex VAT	Telkom Mobile Ex VAT
Std Rate*	R 0.00	R 0.12	R 0.00	R 0.00
R 1.00	R 0.05	R 0.04	R 0.05	R 0.05
R 1.50	R 0.39	R 0.25	R 0.15	R 0.27
R 2.00	R 0.60	R 0.47	R 0.22	R 0.50
R 3.00	R 1.10	R 0.94	R 0.44	R 0.99
R 5.00	R 2.52	R 2.07	R 0.85	R 2.16
R 7.50	R 3.73	R 3.28	R 1.42	R 3.10
R 10.00	R 5.49	R 4.28	R 1.94	R 4.47
R 15.00	R 9.12	R 7.44	R 3.08	R 7.72
R 20.00	R 11.18	R 9.11	R 3.92	R 9.49
R 25.00	R13.99	R 11.38	R 5.06	R 11.25
R 30.00	R16.07	R 13.75	R 6.20	R 14.30

*SMS Cost as per senders contract/prepaid agreement. 1 credit for each response message. Positive balance required. 15c (incl. Vat) is paid for mtn only, which is offset towards your response messages.

VAT inclusive amounts will only be paid out to a valid VAT registered company with a VAT number and Tax Invoice. Payouts can be claimed after 90 days have elapsed after a calendar month of usage i.e. in April 2013, Jan 2012 will be paid out etc. Terms and conditions apply.

How do I claim a payout?
Payouts can be viewed online per month. The Payout Statement will show the status of all previous and/or current payouts.

To claim, please login to your account and request a payout online and send us the invoices required. We will then process and send back any adjustments, if required. We may contact you requesting information.

When are payouts paid?
There is an initial 90-99 day wait period and thereafter a payout can be paid every month.

Please initial in the box

Early Payouts
If you would like to receive a payout earlier, we can payout 60-69 days. 10% of the payout will be deducted for an earlier payout.

Payout Deductions
Any payout that has a total of less than R300.00 (three hundred rand), LogicSMS will deduct R20 banking fee.

To avoid the banking fee, LogicSMS will request the payout to be carried over from month to month until the total payout is larger than R300.00

Contact Details
LogicSMS can be contacted at:
011 287 2214 or 010 900 4000 or support@logicsms.co.za

Office hours: Monday to Friday 8:30am to 5:00pm

Website address: https://www.logicsms.co.za

Terms and Conditions
Terms and Conditions apply. Terms and Conditions are available and up-to-date online at https://www.logicsms.co.za Click on the Terms and Conditions link on the home page. This contract forms and addendum to the published terms and conditions.

WASPA
LogicSMS is a member of WASPA subscribes to their terms & conditions and code of conduct.

The WASPA terms & conditions, code of conduct and advertising rules form part of the LogicSMS terms and conditions.

For more details visit: https://www.waspa.co.za

Please initial in the box

Contract

1. Terms and conditions

The client

1.1 must ensure that amounts charged per SMS are shown clear in all print and electronic media Please be aware that it is your responsibility to advertise to your potential clients that messages sent to this number will incur a cost per sms at the short code BAND rate, should you not advertise this clearly, the Networks may refuse to pay this amount. We will then be unable to pay this to you. Any WASPA fine and/or judgment will be the clients responsibility.

1.2 Must take prompt action to LogicSMS requests including but not limited to Stopping of campaigns.

1.3 Pay all costs related to the shortcodes and SMS messages on a prepaid basis. All charges are shown below:

    1.3.1   Dedicated Shortcode – no setup fee.
    1.3.2   Rental of R600.00 ex VAT per month, payable in advance every month.
    1.3.3   Rental of R500.00 ex VAT per month, payable in advance every 4 months.
    1.3.4   Rental of R450.00 ex VAT per month, payable in advance every 12 months.

1.4 Send at least 500 messages per network per month on a dedicated shortcode to receive a payment. (Less than 500 are carried over to next payment cycle). Currently not enforced. If the networks enforce this rule, the rule will be enforced without notice.

1.5 Must request payouts online. If an invoice is required, the invoice must include LogicSMS's vat number and your banking details must appear clearly. Our help desk must be contacted before invoicing us, so that we can confirm the payout amount.

1.6 Must not misuse the shortcode such as misrepresenting the cost charged, will result in the service being suspended and any fines received will be passed on.

2. Payouts

2.1   Vat will only be included on payouts if the customer has a valid VAT number and that it appears on the invoice supplied.

2.2   Payouts can be claimed after 90 days have elapsed after a calendar month of usage.

2.3   Payouts can be claimed earlier. We can payout after 60 days have elapsed after a calendar month of usage. 10% of the value of the payout will be forfeited.

2.4   Banking Fee of R20 (twenty rand) will be deducted from payout, if the total payout amount is less than R300 (three hundred rand).

2.5   Payouts can be accumulated from month to month. Payouts do expire, please review the terms and conditions online at https://www.logicsms.co.za/terms.html for full expiry details.

2.6   Payouts are subject to change with 1 month written notice.

2.7   Payouts will be canceled if the network reports that more revenue share is earned from a discounted sim card where the cost of the airtime is less than the revenue share.

2.8   Discounts include handset subsidies.

2.9   Payouts are based on message stats that are available in the Premium SMS – Inbox for a particular month.

2.10   Payouts are not applicableto Standard Rate Shortcodes. MTN will payout 15c (incl. Vat) for each premium sms.

2.11   We will endeavour to payout between 90 and 99 days or 60 – 69 days. Sometimes we may require more time due to documentation or Cellular Network and/or WASPA communications/requests, please make provision for extra time in your 3rd party contracts.

2.12   We may request that a payout is carried over to the next month so enable the value of the payout to be larger than our minimum payout amount.

Please initial in the box

2.13   Payouts may expire. Please review the online Terms and Conditions at https://www.logicsms.co.za for expiry periods. Help desk will calculate the expiries when the claim is requested.

2.14   LogicSMS is not responsible for or bound to 3rd party contracts that the LogicSMS customer enters into.

3. CANCELLATION

3.1 1 month written notice of cancellation must be given by either party to cancel this agreement. Payouts will be forfeited if an immediate cancellation is required.

3.2 Should any of the networks discontinue premium services with logicSMS, this agreement is null and void.

4. BREACH

4.1 An event of breach will occur should:

4.1.1 either Party breach any of the material terms or conditions of this Agreement and fail to remedy that breach within a period of 14 days of being called upon in writing to do so; or

4.1.2 either Party be placed in liquidation, whether provisionally or finally, or under judicial management.

4.1.3 Payment for the monthly rental not received timeously.

4.2 Upon the occurrence of an event of breach the Party not in breach will be entitled, in addition to any other rights which it may have in law, to cancel this Agreement on written notice to the Party in breach and to claim from the Party in breach such damages as the other Party may suffer.

4.3 the WASPA Code of Conduct and/or advertising rules and/or LogicSMS Terms and Conditions are not adhered to and/or any LogicSMS Monitoring or Warning letter sent to you in writing and not rectified within 3 working days.

5. GENERAL CONDITIONS

5.1 Neither Party may bind the other in any way.

5.2 Neither Party may assign or cede any benefit, obligation or interest it may have in the contact to any other person without the prior written consent of the other Party.

5.3 This Agreement constitutes the whole agreement between the Parties relating to the subject matter thereof and save as otherwise provided, no amendment, alteration, addition or variation hereof will be of any force and effect unless reduced to writing and signed by both parties. In the event of any conflict between these terms and the terms of the Annexures hereto, these terms will prevail over the terms of the Annexures to the extent of such conflict.

5.4 This agreement does not cancel the published LogicSMS Terms and Conditions online and forms a part of the entire service offering terms and conditions.

5.4 Neither Party is regarded as having waived, or is precluded in any way from exercising any right under or arising out of this Agreement by reason of such Party having at any time granted any extension of time for, or having shown any indulgency to, the other Party with reference to any performance of any obligation under this Agreement, or having failed to enforce, or delayed in enforcing any right of action against the other Party.

5.5 In the event of any clause of this Agreement or any part thereof being found to be invalid for any reason whatsoever, such clause or part thereof will be severable from the remainder of this Agreement and will not affect the validity of such remainder.

5.6   Neither Party grants the other the right to use its trademarks, trade names, logos or other such designations in any promotion or publication without prior written consent.

5.7 Once signed, any reproduction of this Agreement or part thereof made by reliable means (for example, photocopy, facsimile or electronic copy) is considered an original.

5.8   In the event of any WASPA complaints and/or judgments, the client will be responsible for fines and/or legal representation rendered.

5.9   In the event of any WASPA complaint a fee of R1000.00 (one thousand rand), in addition to any fines, will be payable to LogicSMS Messaging Solutions PTY Ltd. In the event a payout is accumulated the fee will be deducted from the payout.

5.10   Should any fraudulent and/or suspicious activity or suspicious traffic take place, logicSMS reserves the right to hold back payment indefinitely.

Please initial in the box

5.11   Should a technical error or faulty communications between the logicSMS server and each network occur, which result in the Premium SMS – Inbox containing more messages than the official report of each network, the official report takes preference.

5.12   Payouts and/or payouts table figures are subject to change with 30 days written notice.

5.13   LogicSMS Terms and conditions apply.

5.14   WASPA Code of Conduct and Terms and Conditions apply.

6. SUPPORT

6.1 All queries regarding your dedicated short code, technical and payouts and account must be sent to the following address: support@logicsms.co.za during office hours for a response within a reasonable time.

7. INVOICING / RENTAL

7.1 The rental for the dedicated short code is paid in advance.

7.2 Invoices will be automatically generated and will be available from the first working day of each month.

7.3 Invoices and statements can be downloaded and/or viewed online on your account under the Invoices link after you have logged in.

7.4 Invoices are payable immediately.

7.5 Reminder procedures will commence on/after the 10th of each month.

7.6 If you require additional time, please contact us in writing via email or fax.

8. GOVERNING LAW

Should there be a dispute in regard to the interpretation of the terms of this Agreement or the standards to be achieved in respect of the project as a whole or in relation to a part thereof, the parties shall agree on the selection of an Arbitrator who shall have the appropriate qualifications to tend to such dispute and:

8.1 Both parties shall draw up their contentions in respect of the dispute and shall forward same to the Arbitrator within 7 days of the Arbitrator's selection by the parties.

8.2 The Arbitrator may call upon the representatives of the parties either singly or together to elicit further information to assist the Arbitrator in making his / her decision.

8.3 The Arbitrator's decision shall be final.

8.4 Such arbitration proceedings shall not be subject to the Arbitrations Act 1965.

8.5 The party least favoured by the Arbitrator's decision shall be liable for the entire costs of the arbitration proceedings.

Please complete in the box provided:
Reason for dedicated short code application and nature of business and use of short code.

Please initial in the box

Check List

> ➢ Review terms and conditions and agree (WASPA and LogicSMS websites and above) (http://www.logicsms.co.za)
> ➢ Review WASPA code of conduct and agree (https://www.waspa.co.za)
> ➢ Completed the order form.
> ➢ Signed all pages including the order form.
> ➢ Attached or emailed a clear copy of a certified ID/Passport
> ➢ Created a LogicSMS username (https://www.logicsms.co.za), click on signup
> ➢ Received an order acceptance and confirmation from logicSMS

Order Form

I, the undersigned agree, to the terms and conditions above as well as the terms and conditions published on the logicsms website, including the WASPA code of conduct on the WASPA website (http://www.waspa.co.za).

I would like to order the following dedicated short codes:

Band	Quantity	LogicSMS Username	Notes

Company and Billing Details (If applicable-complete in full)

Company Name	
VAT Number	
Registration Number	
Registered Address	
Postal Address	
Email Address	
Cellphone number	
LandLine Tel	

Signatures and Acceptance:

Accepted for and on behalf of **LOGICSMS Messaging Solutions PTY Ltd**	Accepted for and on behalf of
and duly authorised	and duly authorised
Signature:	Signature:
Name:	Name:
Designation:	Designation:
Date:	Date:
Place:	Place:
	ID/Passport Number:
	I accept personal responsibility for this agreement and accounts payable - Please initial the box

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