

Last Modified Date: November 12, 2022

**Please read these terms and conditions carefully.**

**By signing up for services or clicking ACCEPT to sign up for any of DARSMS. You expressly consent to receive both non-marketing and marketing services messages from DARSMS and potentially from other third-party service providers engaged to send you services messages on DARSMS's behalf, including services messages made with an autodialer at the wireless mobile telephone number(s) that you provide us.**

**You may opt-out of these communications at any time, and your consent to receive services messages is not required to purchase any goods or services.** This privacy supplement gives some general information around the processing conducted for DARSMS bulksms service, to provide further context to our main privacy policy

**By signing up for services or by clicking ACCEPT you also agree to accept and be bound by these SMS Terms and Conditions, the Website Terms and Conditions, our Privacy Policy and any other applicable terms and agreements related to your use of DARSMS's services and to the processing of your information as set forth in those policies.**

#### **Program Description**

DARSMS and its third party service providers may use an automatic telephone dialling system ("autodialer") to deliver telemarketing services messages to you. Services messages sent by DARSMS are intended to provide you with information about DARSMS's goods and services (e.g., DARSMS-sponsored events, special offers, promotions and other information or messages DARSMS believes may be of interest to you).

#### **Message Frequency**

The number of DARSMS services messages that you receive will vary depending on how many of DARSMS's services messaging programs for which you sign up to receive messages. DARSMS may generally have multiple separate services messaging programs.

#### **Cost**

Message and data rates may apply to each services message sent or received in connection with the services messages sent to you by DARSMS, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. DARSMS does not impose a separate fee for sending services messages.

#### **Your Mobile Telephone Number**

You represent that you are the account holder for the mobile telephone number(s) that you provide. You are responsible for notifying DARSMS immediately if you change your mobile telephone number. You may notify DARSMS of a number change by submitting an email to [admin@darsms.co.tz](mailto:admin@darsms.co.tz)

By providing us your mobile telephone number and accepting these Terms and Conditions you agree to indemnify DARSMS in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify DARSMS if you change your telephone number, including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

### **How we use your personal information**

To provide you with your service We use your information for service provision and to fulfil any purchases you have made: • to help us identify you and any accounts you hold with us; • to provide you access to the service • billing and customer care; • to notify you of any changes to the services that may affect you; and • identity verification.

### **Access or Delivery to Mobile Network is Not Guaranteed**

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of DARSMS's control, and DARSMS is not responsible or liable for issues arising from them.

### **Technical Support and Assistance**

To request more information, services HELP to the five-digit short code for the services messaging program about which you have questions (i.e., the five-digit number from which its services messages are being sent). You may also receive help by submitting an email to [admin@darsms.co.tz](mailto:admin@darsms.co.tz)

### **Confidentiality.**

Each party warrants that it will treat in confidence all confidential information which it acquires as a result of the operation of this Agreement and to afford it the same protection afforded to its own Confidential Information.

Neither part will reveal any confidential information to any third party (including public statements) without the written consent of the disclosing party, except where such information is already in the public domain, has been legally acquired by the third party, or where disclosure of the confidential information is ordered by a court or other competent authority.

KANISALINK Solutions Limited may **disclose** the client's Confidential information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to;

- i. Comply with regulatory requirements
- ii. Legal process;
- iii. Enforce the terms of this Agreement;
- iv. Respond to claims that the clients use of the DARSMS Service violates the rights of third-parties;
- v. Protect the rights, property, or personal safety of DARSMS, its subscribers and the public. Where such information is required for any of the purposes above, the client shall provide such assistance as may be reasonably required by DARSMS to ensure compliance.

### **Eligibility**

DARSMS reserves the right to require you to prove that you are at least 18 years of age.

### **Changes to Terms and Conditions**

DARSMS may revise, modify, or amend these Terms and Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to DARSMS's Website. You agree to review these Terms and Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive DARSMS services messages will indicate your acceptance of those changes.

### Termination of Services Messaging

DARSMS may suspend or terminate your receipt of DARSMS's services messages if DARSMS believes you are in breach of these Terms and Conditions. Your receipt of DARSMS services messages is also subject to termination in the event that your mobile telephone service terminates or lapses. DARSMS reserves the right to modify or discontinue, temporarily or permanently, all or any part of DARSMS services messages, within a 30 days' notice.

### Communications and Consent to Electronic Notices

You may communicate with DARSMS via postal mail, phone, and our website. DARSMS may issue notices via these various channels, including by sending e-mail to an address you provide. You agree that such notices shall have legal effect.

By signing up for services or clicking **ACCEPT** and accepting these Terms and Conditions, you agree that notices sent by e-mail satisfy any requirement that notices be provided in writing. You may have the right to withdraw your consent to receive certain electronic communications, and, when required by law, DARSMS will provide you with paper copies upon request. You may withdraw your consent and make such a request to receive certain communications in writing by email at [admin@darsms.co.tz](mailto:admin@darsms.co.tz)

By signing up for services or clicking **ACCEPT** and accepting these SMS Terms and Conditions, you confirm that you are able to receive, access, and retain the notices that DARSMS may send. You may update your contact information through the "**contact us**" form linked here.

### General Terms

Our Legal Terms shall be treated as though it were executed and performed in Tanzania and shall be governed by and construed in accordance with the laws of United Republic of Tanzania without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website, must be instituted within one (1) year after the cause of action arose or be forever waived and barred. Should any part of our Legal Terms be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that any Content in our Website conflicts or is inconsistent with our Legal Terms, our Legal Terms shall take precedence. Our failure to enforce any provision of our Legal Terms shall not be deemed a waiver of such provision nor of the right to enforce such provision. The rights of **DARSMS** under our Legal Terms shall survive the termination of our Legal Terms.

### How to lodge a complaint?

If you want to contact us about any of your rights or if complain about how we use your information, contact our Customer Services team by calling **+255748287027** or email us at [support@darsms.co.tz](mailto:support@darsms.co.tz)

### Contact Us

If you have questions regarding these Terms and Conditions, please reach out to us through the "contact us" form linked here. You may also contact us by emailing us at [admin@darsms.co.tz](mailto:admin@darsms.co.tz)