****

**TERMS AND CONDITIONS**

**Last Updated:** 12/12/2024

These Terms and Conditions (“Terms”) constitute a legally binding agreement between you (“User,” “you,” or “your”) and **Ankarex** (“we,” “us,” or “our”), governing your access to and use of our services, including but not limited to our Professional Test Tool for A2P SMS Service Providers, Manual Route Testing, Bulk SMS Sending, HLR & MNP, and related APIs (“Services”).

By registering for, logging into, accessing, or using our Services in any manner, you expressly acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, do not access or use our Services.

**1. SERVICES PROVIDED**

**Scope of Services:**
Ankarex offers:

* **Professional Test Tool for A2P SMS Service Providers**
* **Manual Route Testing**
* **Bulk SMS Sending**
* **HLR & MNP** Lookups and Verification
* **API Integration** for seamless platform interoperability

Ankarex acts solely as a neutral conduit enabling the transmission, testing, verification, and delivery of SMS and related telecommunications data between you and third-party service providers.

**2. LEGAL JURISDICTION AND GOVERNING LAW**

These Terms, and all matters arising out of or related to them, shall be governed by and construed in accordance with the laws of **Seychelles**, without regard to its conflict-of-law principles. All legal actions or proceedings arising from these Terms shall be brought exclusively in the courts of Seychelles. You irrevocably consent to the personal and subject matter jurisdiction of these courts and waive any jurisdictional, venue, or inconvenient forum objections.

**3. USER REPRESENTATIONS AND RESPONSIBILITIES**

**Sole Responsibility for Content:**
You assume full and sole responsibility for any and all content, data, messages, information, or materials that you create, transmit, or cause to be transmitted via the Services. Ankarex does not create, endorse, verify, or take responsibility for such content. You shall ensure that all content you send is lawful, truthful, non-infringing, non-fraudulent, and compliant with all applicable laws and regulations.

**Compliance with Laws and Regulations:**
You represent and warrant that you will comply with all applicable local, national, and international laws, regulations, and industry standards related to telecommunications, data protection, consumer protection, and privacy. You will not use the Services for any fraudulent, deceptive, threatening, defamatory, obscene, harassing, or otherwise unlawful purpose.

**Prohibition of Fraudulent, Misleading, or Unauthorized Use:**
You explicitly agree not to engage in any form of fraudulent, misleading, or unauthorized activity, including but not limited to impersonating reputable brands (e.g., Apple), using content without authorization, sending phishing messages, or misrepresenting the origin or purpose of messages. Any violation may result in immediate termination of your account, without refund, and may subject you to legal action by affected parties or governmental authorities.

**4. ACCOUNT REGISTRATION, ACCESS, AND ACCEPTANCE**

By registering for an account or logging into the Services, you affirm that you have read and understood these Terms and agree to be bound by them. If you do not accept these Terms, you are prohibited from using the Services.

Your use of the Services constitutes ongoing acceptance of these Terms, including any modifications or updates. It is your responsibility to review these Terms periodically for changes. Continued use after any modifications have been posted constitutes acceptance of the revised Terms.

**5. ACCOUNT SUSPENSION, TERMINATION, AND NON-REFUNDABILITY**

**Non-Refundable Actions:**
If, at any time, Ankarex suspects or determines, at its sole and absolute discretion, that you have violated these Terms or any applicable law, Ankarex may immediately suspend or terminate your account, access to the Services, and all related privileges without prior notice. In such an event, any remaining account balance, credits, or funds will be forfeited and non-refundable. You hereby waive any claims, demands, or rights to a refund in the case of suspension or termination arising from your breach.

**Finality of Termination Decisions:**
All termination or suspension decisions by Ankarex are final, non-negotiable, and not subject to appeal. Ankarex shall not be liable to you or any third party for any termination or suspension of your account or access to the Services.

**6. DISCLAIMER OF WARRANTIES**

**As-Is, As-Available Basis:**
The Services are provided on an “as-is” and “as-available” basis, without warranty of any kind, express or implied. To the maximum extent permitted by law, Ankarex disclaims any and all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

**No Guarantee of Performance or Results:**
Ankarex makes no representations or guarantees about the reliability, accuracy, completeness, timeliness, or error-free nature of the Services. We do not guarantee that the Services will meet your requirements, achieve any intended results, or operate without interruption or errors. Any reliance on the Services is at your sole risk.

**7. LIMITATION OF LIABILITY**

**No Liability for Damages:**
To the fullest extent permitted by applicable law, Ankarex, its affiliates, officers, directors, employees, agents, licensors, and suppliers shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including without limitation loss of profits, business, goodwill, use, data, or other intangible losses arising out of or in connection with your use of or inability to use the Services.

**Aggregate Liability Cap:**
If, notwithstanding the foregoing exclusions of liability, Ankarex is found liable to you for any reason, our aggregate total liability to you shall not exceed the amount paid by you for the Services in the three (3) months preceding the event giving rise to liability, or one hundred US dollars (USD $100), whichever is less.

**8. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Ankarex and its affiliates, officers, directors, employees, and agents from and against any and all claims, causes of action, liabilities, judgments, fines, penalties, damages, losses, expenses, and costs (including attorneys’ fees) arising out of or in any way related to:

1. Your use or misuse of the Services.
2. Your violation of these Terms.
3. Your violation of any applicable law, regulation, or third-party right.
4. Any fraudulent, deceptive, or unlawful acts or omissions by you or associated with your account.

**9. NO THIRD-PARTY BENEFICIARIES**

These Terms are solely for the benefit of you and Ankarex. No other person or entity shall be deemed a third-party beneficiary of these Terms.

**10. FORCE MAJEURE**

Ankarex shall not be liable for any failure or delay in performing its obligations under these Terms due to events beyond its reasonable control, including acts of God, war, terrorism, riots, embargoes, governmental orders, natural disasters, strikes, supply shortages, or disruptions of internet services.

**11. SEVERABILITY**

If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

**12. ENTIRE AGREEMENT**

These Terms, along with any referenced policies or documents, constitute the entire agreement between you and Ankarex regarding the subject matter herein and supersede any and all prior oral or written agreements, understandings, or communications.

**13. NO WAIVER**

The failure of Ankarex to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

**14. CONTACT INFORMATION**

If you have any questions, concerns, or require further clarification about these Terms or our Services, please contact us at:

**Email:** hi@ankarex.io

By using the Services, you acknowledge that you have read and understood these Terms and agree to be bound by them. You further acknowledge that these Terms are a complete and exclusive statement of the agreement between you and Ankarex and supersede any proposal, prior agreement, oral or written, and any other communication between you and Ankarex relating to the subject matter of these Terms.

**IMPORTANT:** This Terms and Conditions document is provided as a general template for informational purposes only and does not constitute legal advice. Ankarex strongly recommends seeking professional legal counsel to ensure these Terms are fully compliant with all applicable laws and regulations, and are tailored to your specific business needs.