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## DND Undertaking Form for Transactional SMS Route

**Subject: Undertaking for SMS to registered Subscribers (as per TRAI Regulations)**

This is in reference to the SMS Services Agreement between **AH Web Solutions Pvt Ltd**. Contact Name- Sangram Sahoo, Director, N6/272, IRC Villege, Jaydev Vihar, Bhubaneswar (Opposite IDBI Bank) Ph - 8093024365, Email:support@adityahosting.com or support@ahws.in

**And**

**(Your Company name) (Address) Contact Person Name:** \_\_\_\_\_, **Designation:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_) dated \_\_\_\_\_ for transmission of Transactional SMS sent through the sms portal sms.adityahosting.com to our registered and valid customers ("Subscribers/Users").

**We hereby undertake that,**

- Per the agreement, we have subscribed to transmission of SMS Messages to our valid subscribers via AH Web Solutions Pvt Ltd Messaging Platform.
- During the term of the Agreement we shall make a continuous effort to strictly comply with the applicable Telecom Regulatory Authority of India rules and regulations for SMS ("TRAI Regulations") in force including but not limited to regulations applicable for the National Customer Preference Registry ("NCPR") & Do Not Disturb ("DND") commercial communications and for the content of the SMS Messages.
- During the term of the Agreement we shall make sure no Promotional content is transmitted from our sms account to anyone at any situation. We understand that any SMS with promotional content is not allowed and is against TRAI rules even if it's meant to our own customers & others through the transactional sms account.
- We undertake to compensate, indemnify, defend, and hold AH Web Solutions Pvt Ltd officers, directors, agents, and employees harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any AH Web Solutions Pvt Ltd Indemnite, by reason of any Claim arising out of or relating to the content of the SMS Messages.
- We acknowledge and agree that AH Web Solutions Pvt Ltd may either review or disclose the content of such SMS Messages transmitted, as it deems reasonably necessary or convert a transactional service account into a promotional account at its sole discretion. We acknowledge and agree that AH Web Solutions Pvt Ltd can temporarily or permanently hold/disable the Transactional sms account if the account is used to send promotional/non-informative content to our costumers / non-customers knowingly or unknowingly.
- We Understand that incase if any complaint registers from our account or user id, we will have to revert with all the details and valid proof within 24-48 hours from time complaint has been raised. In case we fail to produce valid proof or don't respond then it will be treated as a valid complaint and fortify the penalty charges.
- We understand that for any deviation on the above points AH Web Solutions Pvt Ltd the right to (a) terminate the Agreement; (b) deactivate our account; (c) levy penalties and (d) take appropriate legal action and claim compensation. Any deviation or violations from the above points by us will attract a fine of 25,000 INR per violation and can be upto 1,00,000 INR on repeated violation, as per Latest TRAI Rules.

**I hereby declare that I agree with the Terms and condition mentioned above**

Thanks & Regards,

Authorised Signatory Signature  
Stamp of the Organization/ Company