

**SMSRay** by Lacsapace Corporation Pvt. Ltd.

Legal Centre · Controlled legal document

LEGAL · CORE AGREEMENTS

Terms of Service

The agreement between you and Lacsapace for using SMSRay: the website, the portal at app.smsray.com and the SMS API.

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AT A GLANCE

A plain-language summary. It is not legal advice; if it differs from the full text below, the full text applies.

- There is no self sign-up. The SMSRay team creates your workspace after talking with you, and you then sign in with a one-time code sent to your phone number or email.
- Plans are monthly: Starter is NPR 3,000 for 4,500 SMS and Business is NPR 5,000 for 10,000 SMS. Enterprise is agreed in writing. Unused SMS expire at the end of each month and are not refunded.
- Starter and Business are for OTP and transactional SMS. Every custom message needs a template approved by SMSRay first; OTP codes use our built-in template.
- A message that finally fails to send is credited back to your monthly allowance automatically.
- You are the sender. You must have consent from the people you message and follow our Acceptable Use and Anti-Spam policies. We can suspend accounts for spam or abuse.
- Keep your API keys secret. Anything sent with your key counts as sent by you.
- We work hard to keep SMSRay running, but we do not promise a specific uptime, and our liability is capped.

1. About these terms

- 1.1** **SMSRay** is a product of **Lacsapace Corporation Pvt. Ltd.** ("Lacsapace", "we", "us" or "our"), a company registered in India (CIN U46511DL2025PTC079972, RoC-Delhi) and registered in Nepal (Reg. No. 377566/82/83, PAN 622468837).
- 1.2** These Terms of Service (the "Terms") govern your access to and use of the SMSRay website at smsray.com, the customer portal at app.smsray.com, the SMSRay application programming interface (the "API") and any related services (together, the "Service").
- 1.3** By signing in to the portal, accepting a workspace we create for you, joining a workspace, generating

an API key or otherwise using the Service, you agree to these Terms. If you use the Service on behalf of a business or other organisation, you confirm that you are authorised to bind it, and "you" means that organisation.

- 1.4 These Terms incorporate our [Acceptable Use Policy](#), [Anti-Spam Policy](#), [Privacy Policy](#) and, where we process personal data on your behalf, our [Data Processing Addendum](#). If a separate written agreement signed by both parties conflicts with these Terms, the signed agreement wins for the matters it covers.

2. The Service

- 2.1 SMSRay lets you send one-time passwords (OTP), transactional messages and, on Enterprise plans, approved promotional messages to mobile numbers in Nepal. Messages are transmitted through mobile network operators in Nepal (including NTC, Ncell and Smart), and Lacspace operates the delivery infrastructure that delivers them, with smart routing and automatic retries.
- 2.2 The Service includes delivery status tracking, inbound reply handling, signed webhooks, an OTP send and verify API, a dashboard, analytics and the features described in our documentation. Features marked "coming soon" are not part of the Service until we release them.
- 2.3 Today the Service accepts Nepal mobile numbers only. Requests to other numbers are rejected and are not counted against your allowance.
- 2.4 We may improve, change or retire parts of the Service. When a change materially reduces functionality you rely on, we will give reasonable notice where we can.

3. Accounts and workspaces

- 3.1 There is no self sign-up. Accounts and workspaces are created by the SMSRay team (Lacspace) after you talk to our sales team at sales@lacspace.com. Once your workspace is set up, you sign in to the portal at app.smsray.com with a one-time code sent to your phone number or email address.
- 3.2 You must give us accurate details about yourself and your business and keep them up to date.
- 3.3 Your account belongs to a workspace. A workspace has an owner and may have members. The owner is responsible for who they invite and for everything members do in the workspace.
- 3.4 You must be at least 18 years old, or the age of majority where you live, and legally able to enter into this agreement.
- 3.5 You are responsible for activity on your account and on the equipment you use to access it. Tell us promptly at security@lacspace.com if you suspect unauthorised access. You can review and revoke your active sessions from the portal's security page.

4. Workspace review and activation

- 4.1 Before we create or activate a workspace, we may review your business, your use case, the messages you plan to send and how you collect consent, and ask you for supporting information. We decide whether to create or activate a workspace at our discretion and may decline without giving a reason.
- 4.2 A workspace may be created in a **pending** state. While pending, you can explore the portal, but

sending requests are refused.

- 4.3 We may limit a workspace to certain message types (for example OTP only) based on your plan and use case.

5. API keys and security

- 5.1 API keys are created in the portal. We store only a hash of each key, so the full key is shown once when it is created. Store it securely and never put it in client-side code, mobile apps or public repositories.
- 5.2 Any request made with a valid API key from your workspace is treated as made by you, and you are responsible for the messages it sends and the SMS allowance it uses.
- 5.3 If a key may be exposed, disable it in the portal immediately and create a new one. Disabled keys stop working at once.
- 5.4 You must verify webhook signatures before trusting webhook data, and keep your webhook signing secret confidential.

6. Plans, pricing and payment

- 6.1 The Service is sold as monthly plans. Each plan includes a number of SMS for each monthly period:
- **Starter:** NPR 3,000 per month, including 4,500 SMS (about NPR 0.67 per SMS).
 - **Business:** NPR 5,000 per month, including 10,000 SMS (NPR 0.50 per SMS).
 - **Enterprise:** custom terms set out in a written agreement, which may include custom volume, promotional SMS with approved templates, dedicated support, a custom sender name where available, and volume pricing.
- 6.2 Prices are as published on smsray.com/pricing at the time you buy or renew. We may change published prices by giving notice before the change applies to your next monthly period. Taxes apply in addition to the published prices as required by law, and are your responsibility.
- 6.3 Plan fees are payable in advance for each monthly period, as agreed with you when your workspace is set up.

7. Monthly allowance, top-ups and expiry

- 7.1 Your plan's included SMS make up your allowance for the current monthly period. Each SMS you send is counted against that allowance.
- 7.2 **Unused SMS expire at the end of each monthly period. They do not roll over to the next period and are not refunded or exchanged for cash.**
- 7.3 **Top-ups.** If you need more SMS during a period, you can buy a top-up at your plan's rate: NPR 0.67 per SMS on Starter and NPR 0.50 per SMS on Business (Enterprise top-ups as agreed in writing). Top-ups are added to the current monthly period and expire with it.
- 7.4 **How SMS are counted.** One SMS holds up to 160 characters in the GSM-7 character set, or up to 70 characters when the message needs Unicode, including Nepali text. Longer messages are split into parts of up to 153 GSM-7 or 67 Unicode characters, and each part counts as one SMS. A

message may use at most 6 parts.

- 7.5** If your remaining allowance is not enough to cover a message, the request is refused with an insufficient-balance error and nothing is sent. You can check your remaining allowance in the portal or through the API.
- 7.6 Credits for failed messages.** If a message finally fails, meaning it could not be sent after smart routing and automatic retries, it is not counted: the SMS it used are credited back to your allowance for the current monthly period automatically.
- 7.7** Messages that were handed to the network are counted and are not credited back if a recipient's phone was off, out of coverage or the number was inactive, if the recipient ignored, deleted or did not read them, or if the network did not return a delivery report.
- 7.8** Unless required by law or agreed in writing, plan fees and top-ups are non-refundable, and allowance is not transferable between workspaces.

8. Message types and template approval

- 8.1** Starter and Business plans may be used for **OTP and transactional SMS only**. Promotional SMS is available only on Enterprise plans, with approved templates.
- 8.2 Every custom message must use a template approved by SMSRay before it can be sent.** Messages that do not match an approved template are refused. OTP codes sent through the OTP API use SMSRay's built-in template and do not need separate approval.
- 8.3** We aim to review new templates within one business day. This is a goal, not a guarantee, and review may take longer.
- 8.4** We may reject a template, or withdraw approval of a template we approved earlier, at our discretion, for example if it looks like spam, is misleading, contains prohibited content or does not match the message type allowed on your plan.
- 8.5** Approval of a template does not mean we have checked that your messages are lawful or that you have consent to send them. That remains your responsibility.

9. Your responsibilities as sender

- 9.1** You are the sender of every message you send through SMSRay, and you decide who receives it and what it says.
- You must have a lawful basis, and where required clear consent, to message each recipient.
 - You must identify yourself in your messages so recipients know who is contacting them.
 - You must honour opt-out requests promptly. Automatic STOP handling is coming soon; until it is available, you are responsible for recording and honouring opt-outs yourself.
 - You must comply with our [Acceptable Use Policy](#), [Anti-Spam Policy](#) and all laws and regulator requirements that apply to you and your messages, including those of Nepal.
- 9.2** You are responsible for the personal data of your recipients that you send to us, as described in our [Privacy Policy](#) and [Data Processing Addendum](#).

10. Acceptable use and limits

- 10.1 You must not use the Service for spam, phishing, fraud, impersonation or any other use prohibited by our [Acceptable Use Policy](#).
- 10.2 We apply technical limits to protect recipients, our delivery infrastructure and other customers, including per-client sending rate limits, OTP resend cooldowns, attempt caps and per-number limits. You must not try to bypass these limits, for example by spreading traffic across many workspaces or keys.
- 10.3 You must not probe, scan or test the vulnerability of the Service, interfere with its operation, or reverse engineer it, except where the law expressly allows. To report a security issue, write to security@lacspace.com.

11. Service availability

- 11.1 We design SMSRay to work around problems, using smart routing and automatic retries when a send fails. Even so, SMS delivery depends on mobile network operators, recipients' phones and other factors outside our control.
- 11.2 The Service is provided without any uptime, delivery-rate or delivery-time guarantee. We do not guarantee that any message will be delivered, or delivered within a particular time.
- 11.3 We may carry out maintenance that temporarily affects the Service. Where practical, we will try to schedule it to minimise disruption.
- 11.4 You should design critical flows, such as account sign-in, with a fallback in case a message is delayed or not delivered.

12. Suspension and termination

- 12.1 We may suspend or terminate your account, workspace or API keys, or refuse messages, with or without notice, if we reasonably believe that you have sent spam or otherwise abused the Service, sent or tried to send content that is not covered by an approved template, breached these Terms or our policies, or that your use creates a risk to recipients, mobile network operators, our delivery infrastructure, other customers or Lacspace, or if we are required to by law or a regulator.
- 12.2 Where it is safe and lawful to do so, we will tell you why and give you an opportunity to fix the problem.
- 12.3 You may stop using the Service at any time. To close your workspace, contact support@lacspace.com. Fees already paid for the current monthly period are not refunded.
- 12.4 If we suspend or terminate your access because of your breach, including spam, abuse or unapproved content, unused SMS and top-ups are not refunded, to the extent permitted by law. If we terminate your access for convenience (not because of your breach), we will refund the fees attributable to the unused part of your current monthly period.
- 12.5 Sections that by their nature should survive termination (including payment for fees already due, responsibilities, disclaimers, liability, indemnity and governing law) survive.

13. Intellectual property

- 13.1 Lacspace owns the Service, the SMSRay name and brand, our software, documentation and website content. These Terms do not transfer any of those rights to you.
- 13.2 You own your content, including the text of your messages and your recipient lists. You give us a limited licence to process your content only to provide, secure and support the Service.
- 13.3 If you send us feedback or suggestions, we may use them without obligation to you.

14. Disclaimers

- 14.1 To the extent permitted by law, the Service is provided "as is" and "as available". We disclaim all implied warranties, including merchantability, fitness for a particular purpose and non-infringement.
- 14.2 We are not responsible for the acts or omissions of mobile network operators, or for how recipients' phones display, filter or store messages.

15. Limitation of liability

- 15.1 To the extent permitted by law, neither party is liable for any indirect, incidental, special, consequential or punitive damages, or for loss of profits, revenue, goodwill or data, arising out of or in connection with the Service.
- 15.2 To the extent permitted by law, Lacspace's total liability arising out of or in connection with the Service or these Terms is limited to the amount you paid to Lacspace for the Service in the three (3) months before the event giving rise to the claim.
- 15.3 These limits do not apply to liability that cannot be limited by law, including liability for fraud or wilful misconduct, or to your payment obligations and indemnity.

16. Indemnity

- 16.1 You will defend, indemnify and hold harmless Lacspace, its affiliates, directors, employees and agents from any claims, losses, penalties, fines and expenses (including reasonable legal fees) arising out of your messages, your recipient data, your breach of these Terms or our policies, or your violation of any law or third-party right.

17. Governing law and disputes

- 17.1 These Terms are governed by the laws of India, and, where the Service is used in Nepal or the matter relates to activity in Nepal, also by the applicable laws of Nepal, without regard to conflict-of-law rules.
- 17.2 Before starting formal proceedings, both parties will try in good faith to resolve a dispute by contacting each other. Write to legal@lacspace.com.
- 17.3 Subject to the paragraph above, the courts at **Delhi, India** have exclusive jurisdiction over any dispute arising out of or in connection with these Terms.

18. Changes to these terms

- 18.1** We may update these Terms. The version and effective date at the top of this page show when they last changed. For material changes we will give notice in the portal or by email before they take effect.
- 18.2** If you keep using the Service after a change takes effect, you accept the updated Terms. If you do not agree, stop using the Service and close your workspace.

19. General

- 19.1** You may not assign these Terms without our written consent. We may assign them to an affiliate or in connection with a merger, acquisition or sale of assets.
- 19.2** If any provision is found unenforceable, the rest remains in effect. Our failure to enforce a provision is not a waiver.
- 19.3** Neither party is liable for delay or failure caused by events beyond its reasonable control, including network outages, power failures, natural disasters, government action or regulatory changes.

20. Contact

- 20.1** Questions about these Terms: legal@lacspace.com. Support: support@lacspace.com. Plans, top-ups and new accounts: sales@lacspace.com. Complaints and grievances: grievance@lacspace.com.

DOCUMENT CONTROL

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