

Terms of use

Simple terms for a longterm relationship!

Our services consist of the platform, features and connectivity that The Atom provides to you.

This policy is w.e.f. Nov 7, 2012. Using our services? Keep them in mind!

This policy is effective from Nov 07, 2012. Please read the following important Terms of Service Agreement (the Agreement) before accessing or using any of the various services (the Services) made available to you (the client) by The Atom through (The Atom). The use of services from The Atom constitutes agreement to these terms. By accessing or using the Services, you acknowledge that you have carefully read and understood whatever has been listed, and you agree to be bound by these Terms.

Cancellation Policy

We are with you but if someone tries to misuse, here's how they will be legally bound.

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Use of Information Submitted

We need the correct information from you to serve you best.

Using our services? Keep them in mind!

User name and Email ID provided by the user at the time of Signup should be true to his/her knowledge and the provided Email ID should be in working condition.

However, all the details provided by the user at the time of sign up are hereby kept confidential with the team The Atom for official use only. Purpose of the Email ID is to inform the user in case of any technical failure, down time of the service, change in service, modification of working policy, and to maintain a two-way channel between the customers and the company for any kind of official communications.

It is important to know that in order to keep a track of geographical location of the user, so as to keep a check on any fraudulent activities, we maintain a record of I.P addresses of our users.

In case of any changes in personal information, users can modify the details by logging in using their existing Email ID and password. Go to the profile page in your account and modify what so ever you wish to.

Our services are present to make lives of people easy. Users choose The Atom by their own will without any force or pressure imposed by the team The Atom. If any user, at any point of time, wants to opt-out of future communications with The Atom team, can do so.

You will receive a confirmation email your un-subscription, just to make sure this is not an accident or somebody else tries to unsubscribe you.

Service Usage

A legal agreement between us that lays out the terms and conditions for the use of all The Atom services.

SERVICE USAGE POLICY

You agree to abide by all applicable local, national and international laws and regulations. You are solely responsible for all acts or omissions that occur under your account, including the content of the messages transmitted through the service. The SMS service that sends/receives messages to/from mobile phones is maintained by TEAM The Atom. The utilization of the SMS service is subject to the following Terms of Service.

1. Any illegal use of the SMS service is strictly prohibited.
2. Messages containing sexual, racist or discriminatory content or any such usage of them may be considered as harassment and you are to be held responsible for this. TEAM The Atom does not assume any liability for the content of the messages sent.
3. TEAM The Atom will be exempt from any claim that may arise from third parties as a result of the message content.
4. You guarantee that the content of any SMS always respects and does not in any way conflict with fundamental human rights or will follow the norms of Intellectual Property Right laws. (e.g. right to privacy, prohibition of discrimination on any ground such as sex, race, color, language, religion, political or other opinion, national or social origin.)
5. You accept that the service is provided for professional use only and you agree not to use it to:
 - Promote alcohol, music, dancing, dating, gambling or deception.
 - Send unsolicited messages (i.e. mobile spam) and to therefore ensure that your messages are only sent to individuals that have given you their permission.
 - Harvest, or otherwise collect information about others, without their consent.
 - Mislead others by creating a false identity, impersonating the identity of someone/something else or by providing contact details that do not belong to you.
 - Transmit, associate or publish any unlawful, racist, harassing, libelous, abusive, threatening, demeaning, lewd, immoral, harmful, vulgar, obscene or otherwise objectionable material of any kind. As a general guideline, if your content is not suitable for ages 13+, it most likely goes against our Usage Policy.
 - Transmit any material that may infringe upon the intellectual property rights of third parties including trademarks, copyrights or other rights of publicity.
 - Transmit any material that contains viruses, Trojan horses, worms, time bombs, cancel-bots or any other harmful/deleterious programs.
 - Interfere with, or disrupt, networks connected to the service or violate the regulations, policies or procedures of such networks.

- Attempt to gain unauthorized access to the service, other accounts, computer systems or networks connected to the service, through password mining or any other means.
- Interfere with others use and enjoyment of the service.

6. You acknowledge that TEAM The Atom delivers SMSs via major telecom operators and can therefore only influence the delivery transmission of SMS within the technical constraints imposed. SMSs submitted via Internet will be transferred to mobile network providers, provided that the recipient's phone is switched on and doesn't have a full memory and is located in an area covered by its subscribed mobile network provider. You acknowledge that, depending on the recipient's mobile provider service, it may not be possible to transmit the SMS to the recipient successfully.

7. You are responsible for the privacy and storage of the user-name and password. You agree to be legally bound by all the activities carried out through your account.

8. TEAM The Atom neither claims nor guarantees the availability or performance of this service and accepts no liability for transmission delays or message failures. While TEAM The Atom makes every effort to deliver messages promptly.

9. TEAM The Atom doesn't refund the credits for undeliverable messages to you because we cannot guarantee delivery of the SMSs to recipients due to possible errors. TEAM The Atom debits transmitted SMS's according to its transmission logs. These logs are deemed correct and valid even if the customer has objected to the correctness of the accounting records, except if investigation by TEAM The Atom has produced evidence of a technical problem or error.

10. TEAM The Atom reserves the right to exclude you from using this service, refunding you any remaining amount in your account. All purchases must be considered as final, in compliance with our no refund policy.

11. The SMS account balance is non-refundable and does not bear any interest. All the SMS's must be used in the validity period from the date of the purchase. No carry forward of the credits will be made unless otherwise defined in a separate contract.

12. You undertake the entire responsibility regarding the messages sent through <https://theatom.biz/> services from your account, which are transmitted as per your request.

13. You shall indemnify and reimburse TEAM The Atom all liabilities, costs, losses and damages, in case of any claim brought against TEAM The Atom from any third party due to breach of contract.

14. You shall in no way raise questions concerning our price policy since it is liable to change with due amendments in the Government, TRAI or Telecom Operators' rules and regulations, or for any other reasons.

15. Your wallet balance or credits will be lapsed if you keep your account inactive for one year of time.

Limitations of Liability Disclaimer

Except for any of our explicit warranties and our obligations, we are offering our Services "as is."

- Whilst we will take all reasonable steps to deliver your messages to the recipients as fast as possible, we cannot commit to, or guarantee, a specific delivery time. Such times depend on various network and system-related factors among the various entities involved in the transportation of your messages across the cellular mobile networks.

- You acknowledge that as we send and receive text-messages via major telecommunication companies and Mobile Network Operators, our influence over the transmission of your messages is within the technical constraints imposed upon us.
- Our responsibility is therefore to ensure that the text-messages you send through the service are processed correctly and delivered to the assigned entity. We are not responsible for the final delivery of the message, as this is out of our control and is the responsibility of the Mobile Network Operator.
- SMS's that cannot be delivered within the lifespan allocated to them, either by us or a Mobile Network Operator will be discarded by the Mobile Network Operator, without any notice. We are not liable for any loss incurred by the failure of a message to be delivered and you acknowledge that damages concerning financial or other loss resulting from delivery failure cannot be claimed from Team The Atom. Furthermore, you agree that the message contents are deemed to have zero value.
- You also acknowledge that text-messages are transmitted unencrypted and that eavesdropping of mobile phone communications, including SMS delivery by third parties is possible. We also recommend that you ensure sensitive and valuable information is communicated by a number of superior communication methods.
- Furthermore, use of the service and the Internet is at its own risk and that the service is provided "as is" and "as available", without any warranties or conditions whatsoever, expressed or implied. We will apply all commercially reasonable efforts to make access to the service available through the required access protocols, but make no warranty or guarantee that you will be able to access the service at any particular time or any particular location.
- Without limiting the generality of the terms set forth, we and our affiliates, agents, content providers, service providers, and licensees hereby disclaim all express and implied warranties as to the accuracy, completeness, non-infringement, merchantability or fitness for particular purpose of the service generally, and any content or services contained therein, as well as all express and implied warranties that the operation of the service generally and any contender services contained therein will be uninterrupted or error-free.
- We shall in no event be liable for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of the service generally, and any aspect ancillary thereto; you agree to indemnify us for any third party claims arising from such failures, delays or interruptions in connection with regard to the use of the service.
- Notwithstanding anything to the contrary contained herein, the provisions outlined above are for the benefit of Team The Atom and its affiliates, agents, content providers and service providers and each shall have the right to assert and enforce such provisions directly on its own behalf.

Modification of Terms

Our terms are aligned and subject to modification according to laws and guidelines by local government bodies.

We frequently update, modify and otherwise continually seek to improve the service and such changes often dictate that we simultaneously modify the terms and conditions of use. As such, we

have the right to modify the terms of this agreement and to change or discontinue any aspect or feature of our service, in either case, as it deems reasonably necessary. If you do not agree with any such changes, your use of the service may be cancelled in accordance with the procedures for cancellation set forth in this agreement. You acknowledge your responsibility to review this agreement from time to time and to be aware of any such changes and, should you request, we will be happy to keep you informed if/when such changes take place. Furthermore, you accept that should there be a contradiction between other specific terms and conditions and these general terms and conditions, the other specific terms and conditions shall apply.

Termination

Any breach can result in termination. You have equal rights.

If at any time you breach the terms and conditions of the service, we may elect to suspend, terminate and/or cancel this agreement and/or recover any damages from you arising from the event(s) giving rise to the suspension, termination or cancellation. We reserve the right to suspend your service at any stage for any reason we may deem necessary to continue to provide any of our services in a way that may be hindered by your status as being our client, your financial status or the content of the messages originating from you.

Upon any such termination, cancellation and/or suspension, you are still responsible for any obligations than accrued. Payment and other obligations under this agreement are not suspended, stayed, or otherwise affected by a suspension of access to/or use of the service (in whole or in part) where said suspension arises from your failure to comply with, or violation of, the terms of this agreement or of any law or legal obligation. Upon termination and/or cancellation, for any reason, you agree to immediately cease using the service and we shall have no obligation to you after any termination or cancellation of this agreement.

You are also free to terminate or cancel this agreement at any time, and for any reason. For such termination or cancellation to be effective however, you must inform us in writing through Email. You will still be under the responsibilities of this agreement for the duration that you used the service and you will cease to have access to the use of any credits that may exist in your account.

Our terms and conditions as well as the prices are subject to change from time to time according to TRAI rules and regulations, or for any other reasons.

These Services are operated and provided by:

The Atom

1/1640, Jawaharlal Nehru Street, Guruswamy Nagar, 5th Extension,
Mugalivakkam, Chennai, Tamil Nadu 600125

Email: [\[email protected\]](#)

If you have any questions concerning these Terms, feel free to contact team The Atom.