Cosmic SMS Terms and Conditions

Version 2.0 — Last Revision 07/07/2026. This version replaces the Terms and Conditions dated 20 March 2014.

1. Introduction

This Agreement sets out your rights and obligations, and ours, in relation to this site (the "Cosmic SMS Site") and the services offered through it (the "Cosmic SMS Service"). Read it before registering: by registering you enter a contract with us on these terms. The Cosmic SMS Service is a business service and is supplied only to businesses, public-sector bodies and charities — see clause 2. This Agreement may change from time to time in accordance with clause 26.

2. Business use only

By registering, you warrant that you are acting in the course of a business, trade, profession, or the activities of a charity or public-sector organisation, and not as a consumer. The protections given to consumers by law (including under the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) do not apply to this Agreement. We may close any Account operated in a personal, consumer capacity.

3. Obtaining an Account

People who register establish an "Account" and become "Users". They must be legally entitled to contract for and use the Cosmic SMS Service. Where the User is a limited company, partnership or other entity, you undertake that: (a) you are entitled to enter into this Agreement on its behalf; (b) the entity is bound in the same way as you; and (c) this Agreement is enforceable against both you and the entity.

4. Basics of the Cosmic SMS Service

We rely on mobile network operators and other service providers (collectively "Providers") for the onward transmission and delivery of SMS messages you send ("MT Messages") and for receipt of SMS messages sent ("MO Messages") to any virtual mobile number or other reception mechanism you select ("Reception Mechanism").

You agree to pay for MT Messages ("Message Charges") and related services, such as set-up and rental of Reception Mechanisms ("Other Charges"), by advance payments ("Prepayments"). Message Charges and Other Charges are together "Cosmic SMS Charges". Charges vary by destination and from time to time, in particular because Providers change their charges to us; the current charges shown on the Cosmic SMS Site or in your Account at the time you take a chargeable step apply to that step.

5. Prepayments, credit and charges

Your credit wallet. Prepayments are held as a monetary credit balance in pounds sterling. Your credit does not expire. Where you buy credit at different unit prices, your balance is maintained at a single blended (weighted-average) rate calculated in proportion to the value of each purchase and rounded down to the nearest 0.05 pence — that is, in your favour. Unit prices per UK SMS depend on the quantity purchased in a single top-up, as published on the Cosmic SMS Site.

Trial credit. We may add a small amount of free trial credit to new Accounts; it has no monetary value and is not refundable or transferable.

No refunds. Prepayments and credit are not refundable, including on closure of your Account by you or by us, except that if we withdraw the Cosmic SMS Service completely (such as if we cease trading) you will be rebated your outstanding Prepayments. Nothing in this clause affects any statutory right that cannot be excluded.

Payment mechanics. Prepayments may only be made in the currencies and increments we specify. We will take Prepayments and other amounts due from the payment details you provide, and may use other lawful methods to collect amounts owed. All amounts are exclusive of VAT or

similar taxes, which you will pay at the applicable rate. The Service is provided on a pre-pay basis; any post-pay or credit arrangement is subject to separate written terms agreed with us, which prevail over this clause to the extent of any conflict. We may set off the value of your Prepayments against amounts you owe us.

Monitoring your balance. You can check your balance in your Account and may set a low-credit email alert. If your balance is insufficient you may be prevented from using the Service. A Message Charge is not incurred where an MT Message is properly submitted to us in accordance with our specifications but is not correctly transmitted by us to the relevant Provider.

6. Registration

You undertake to register using accurate, current information, including your correct organisation name, address and requested details, and to keep them up to date. If you provide card details you must be entitled to use that card and ensure it has funds available. During registration you will receive a verification email containing an order confirmation and our VAT details; initial Account credentials are sent to the mobile number you nominate.

7. Data protection and privacy

Your account data. We process personal data relating to you and your users (such as names, contact details and usage records) as an independent controller, as described in our Privacy Notice published on the Cosmic SMS Site. The Privacy Notice is provided for information and does not form part of this Agreement.

Message data. In transmitting MT and MO Messages, we process personal data contained in them (including recipient mobile numbers and message content) as your processor. You are the controller of that data. The data-processing terms in Schedule 1 apply to that processing and form part of this Agreement.

Your responsibilities. You warrant that you have a lawful basis for the processing you instruct (including, for direct marketing, valid consent or a valid soft opt-in under the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("PECR")), and that you will maintain records evidencing it.

8. Our role

We direct the MT Messages you send, and MO Messages you receive, as specified by you, passing them to and from the relevant Provider. Delivery of an MT Message and receipt of an MO Message depend on the message having a correct destination number and on the relevant Provider delivering it as addressed. The Cosmic SMS Service is wholly dependent on Providers; we are not responsible for their acts or omissions, or for non-performance resulting from them. The Service may occasionally be unavailable; we will keep such periods to a minimum and inform you of them when you access the Service. We provide the Service in accordance with applicable UK communications regulation, including regulation by Ofcom.

9. Changes by Providers

The Service and these terms are subject to changes resulting from changes made by Providers to the services or terms they provide to us. Any such change binds you automatically; we will use reasonable endeavours to notify you (such as through your Account or under clause 26) as soon as reasonably practicable.

10. Licence and API use

During this Agreement we license you to use the Cosmic SMS messaging interface, API and associated portions of the Site (the "Licensed Elements") solely to use the Service. The licence is non-transferable, non-sublicensable, non-exclusive and royalty-free. You may not copy, distribute, reverse engineer, decompile or disassemble the Licensed Elements except as permitted by law.

API terms. You are responsible for keeping API credentials and passwords confidential and for all messages submitted under them. We may apply reasonable rate and volume limits. You may

not resell, white-label or provide the Service to third parties as a service bureau without our prior written agreement.

11. Acceptable use

You will ensure that each MT Message and MO Message and your use of the Service:

(a) complies with all applicable laws and regulations in any country where a message is originated or delivered, including (in the UK) the UK GDPR, the Data Protection Act 2018, PECR, the Electronic Commerce (EC Directive) Regulations 2002 and the Digital Markets, Competition and Consumers Act 2024;

(b) accords with reasonable instructions we notify to you;

(c) is not defamatory, offensive, abusive, obscene or menacing, and is not intended or likely to cause needless annoyance, inconvenience or distress;

(d) is not fraudulent or deceptive, including "smishing", phishing, or impersonation of any brand, service or person, including through the choice of sender ID;

(e) uses only sender IDs you are entitled to use;

(f) includes a functioning opt-out (such as STOP) in direct marketing, and honours opt-outs promptly; you will not message recipients who have opted out or whose consent you cannot evidence;

(g) does not involve artificially inflated traffic, grey routes, or any arrangement designed to generate revenue from the generation of traffic itself;

(h) does not harm the goodwill of any Provider and is not inappropriate for the recipient.

If a Provider or regulator levies any charge, fine, penalty or deduction against us for events which (if proven) would arise from your breach of this clause, we may freeze your Account, prevent use of Prepayments, apply their cash value against the amount levied on notice to you, and recover from you the balance plus our reasonable costs.

12. Sanctions and export compliance

You warrant that your use of the Service complies with applicable trade sanctions and export-control laws, including UK sanctions regulations, and that you will not use the Service for the benefit of any sanctioned person. We may suspend or withdraw the ability to send to any destination at any time, including where sanctions, Provider decisions or legal risk require it.

13. Safety-critical use

SMS is not a guaranteed-delivery medium and the Service is not designed as a sole means of emergency or life-safety communication. You may use the Service in safety-related applications only if you: (a) acknowledge that delivery and delivery times are not guaranteed; (b) do not rely on the Service as the sole means of alerting any person to a risk; and (c) implement and maintain appropriate fallback and redundancy measures. Deployments where a failed or delayed message could reasonably be expected to contribute to death or personal injury require our prior written agreement, which may include additional terms. Nothing in this clause or this Agreement excludes our liability for death or personal injury caused by our negligence.

14. Contact from Providers

If a Provider, regulator or other relevant party contacts us regarding any message sent under your Account, you will provide all reasonable information and assistance we require to respond.

15. Additional services

We or our affiliates may offer new or additional services from time to time. Their use may be subject to additional terms and codes of conduct notified on the Service; failure to comply with a material provision of those terms is a breach of this Agreement.

16. Operation of the Service

We may withdraw or modify aspects of the Service, or the whole of it, where we have legal or commercial reasons. The Service may be inaccessible due to technical difficulties on the internet; we will use reasonable skill and care to overcome difficulties within our control. There is no refund of Prepayments except as provided in this Agreement. For security or other reasons we may require you to change your password or other access information.

17. Liability

(a) We warrant that the Service will be performed with reasonable care and skill with the intention of meeting our specifications, but given the uncertainties of mobile telecommunications we cannot and do not guarantee that the Service will meet your requirements, including as to speed of delivery of any message.

(b) We shall be liable as expressly provided in this Agreement but have no other obligation, duty or liability in contract, tort (including negligence and breach of statutory duty) or otherwise.

(c) Nothing in this Agreement excludes or restricts our liability for death or personal injury resulting from our negligence, for fraud, or for any liability that cannot lawfully be excluded.

(d) Subject to (c) and (f), we are liable for direct loss or damage only. Where we have liability relating to messages sent or received (or intended to be), that liability is limited to the value of the Prepayments associated with those messages.

(e) We will not be liable, in contract, tort or otherwise, for any loss of revenue, business, anticipated savings or profits, or for any indirect, special or consequential loss, damage, costs or other claims, however caused, whether through non-supply, late supply or other non-performance.

(f) Except as expressly stated in this Agreement, all representations, warranties, conditions and other terms implied by common law, statute or otherwise are excluded, except in the case of fraud or where exclusion is not permitted by law.

(g) We have no liability for the content of MT or MO Messages or for instructions you supply, including any which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form.

(h) We publish a Service Level Agreement on the Cosmic SMS Site describing our service commitments, performance targets and support arrangements. The SLA operates in conjunction with this Agreement; failure to meet a target described in the SLA does not of itself give rise to liability beyond this clause 17 unless expressly agreed in writing.

(i) This clause survives termination or expiry of this Agreement.

18. Indemnity

You will, at your own expense, indemnify, defend and hold harmless Cosmic SMS, its affiliates and employees from and against all losses, damages, liabilities, settlements, costs and expenses arising out of any third-party claim, demand, suit, action or proceeding relating to your use of the Service or your breach of this Agreement.

19. Suspension

We may suspend the Service at any time if: (a) we are entitled to terminate this Agreement or close your Account; (b) we are obliged or advised to comply with an order, instruction or request of a government, regulator, court or other competent authority; (c) we reasonably believe you are in breach of this Agreement; (d) a Provider on which the Service depends suspends its service to us; or (e) clause 12 (sanctions) applies.

20. Termination

(a) You may terminate this Agreement and close your Account at any time by notice to us through your Account or by email.

(b) We may terminate this Agreement for convenience on not less than 30 days' notice.

(c) Either party may terminate immediately by notice if the other fails to perform a material obligation and does not correct the failure within 7 days of written notice referring to this clause.

(d) We may terminate if changes to our Provider contracts, or any change in law, regulation or code of conduct, make provision of the Service illegal, prohibitively difficult or prohibitively expensive.

(e) Either party may terminate on the other's insolvency (including winding-up petition, voluntary arrangement, receivership, administration, inability to pay debts, bankruptcy, or any analogous event in any jurisdiction).

(f) Either party may terminate if any payment due from the other is unpaid 7 days after it is due.

Effect of termination. On termination for any reason, your right to use the Service ends and any unused Prepayments and credit are not refunded (see clause 5), except where termination results from our complete withdrawal of the Service, in which case outstanding Prepayments are rebated. Clauses which by their nature survive (including clauses 7, 11, 17, 18 and Schedule 1 as applicable) continue in force.

21. Matters beyond reasonable control

Neither party is liable for delay or failure to perform (other than payment obligations) to the extent caused by events beyond its reasonable control, including acts or omissions of the other party or any Provider, power or network failure, epidemic, natural disaster, or act of any government or authority.

22. Compliance with laws

Each party will comply with applicable law in performing this Agreement, including the Bribery Act 2010 and the Modern Slavery Act 2015, and will not do anything which would put the other in breach of them.

23. Dispute resolution

If a dispute arises, the parties will first attempt to resolve it by good-faith discussion between appropriate representatives for a period of 30 days from written notice of the dispute, before commencing proceedings. Nothing in this clause prevents either party seeking urgent injunctive relief.

24. Assignment

We may assign this Agreement and assign or subcontract our rights and obligations under it. You may not assign, dispose of or subcontract this Agreement or your rights and obligations without our written consent.

25. Entire agreement

This Agreement is the entire agreement between us relating to the Service and replaces all earlier agreements and understandings, except in the case of fraud or fraudulent misrepresentation. A person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term.

26. Changes to this Agreement

We may change this Agreement from time to time by posting the new version on the Cosmic SMS Service and notifying the change on www.cosmicsms.com. Changes to operative provisions capable of adversely affecting you take effect 14 days after posting (or a later stated date); if you do not accept them you may notify us before they take effect and must then stop using the Service. Other changes (such as contact-detail updates or refinements of existing provisions) take effect immediately on posting.

27. General

If any term of this Agreement is held invalid or unenforceable, the remainder remains valid and enforceable. No failure or delay by either party in exercising a right is a waiver of it. Nothing in this Agreement creates a partnership, agency or employment relationship between the parties.

28. Law and jurisdiction

This Agreement is governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute arising out of or in connection with it.

29. Keeping this Agreement; contact

We do not separately file individual Agreements. The current version is available at www.cosmicsms.com; please keep a durable copy. It is offered in English only. We are Cosmic Apps Limited, registered in England and Wales no. 8712860, 2nd Floor Nucleus House, 2 Lower Mortlake Road, Richmond TW9 2JA. VAT registration 182 7860 75. Notices under this Agreement are given by email: to us at support@cosmicsms.com; to you at the email address registered on your Account.

Schedule 1 — Data Processing Terms (UK GDPR Article 28)

Scope. These terms apply where we process personal data contained in MT or MO Messages (including recipient numbers and message content) as your processor. Subject matter: transmission and receipt of SMS. Duration: the term of the Agreement. Nature and purpose: routing, transmission, delivery reporting and inbound handling of messages on your instructions. Data subjects: your message recipients and senders. Data categories: mobile numbers, message content, delivery metadata.

Our obligations. We will: (a) process the data only on your documented instructions (given through the Service) unless required by law, in which case we will inform you unless prohibited; (b) ensure persons authorised to process it are under confidentiality obligations; (c) implement appropriate technical and organisational security measures, including encryption of data in transit and at rest, consistent with our published Information Security Policy (aligned with ISO 27001); (d) assist you, taking account of the nature of the processing, with data-subject requests and your obligations under Articles 32–36; (e) notify you without undue delay after becoming aware of a personal data breach affecting your data; (f) retain message data for no longer than the period stated in our published Privacy Policy (currently two years) and then securely delete it, and at the end of the Agreement delete or return the data at your choice, unless law requires storage; and (g) make available information reasonably necessary to demonstrate compliance and allow and contribute to audits, subject to reasonable notice, frequency and confidentiality requirements.

Sub-processors. You give general written authorisation for our use of Providers and hosting and infrastructure suppliers as sub-processors. A current list is available on request; we will give you notice of intended changes and an opportunity to object on reasonable data-protection grounds. We remain responsible for our sub-processors' performance.

International transfers. Where delivery of an international message requires transfer of data outside the UK, the transfer is necessary for the performance of your instruction; where UK GDPR requires safeguards for transfers to our sub-processors, we will ensure an appropriate mechanism (such as the UK IDTA or Addendum) is in place.