



Intasoc Consultants

### **Terms and conditions;**

1. Intasoc Consultants Limited is a limited company founded and primarily registered in Kenya. It is a for-profit company regulated by the necessary applicable laws governing registration and operation of companies in the country. If and when it opens its offices outside Kenya, it abides by all the applicable company laws and procedures in the countries of registrations and all the governing legislations and acts including about financial management and reporting, as may be applicable, governing operations of companies.
2. Where SMS-based subscription services is concerned, or delivery of short messages, Intasoc Consultants Limited role is limited to ensuring that appropriate relevant messages of actual funding opportunity as provided by the donor, or other related messages – i.e., Expression of Interest, granting opportunities for for-profit entities, Programming information, NGO funding/granting opportunities, women & youths empowerment or executive training opportunities, are delivered to the grassroots organizations or the appropriate recipient. It has no role whatsoever in deciding which organization, or company, will be funded or not and doesn't guarantee that delivery of donor-funding opportunity SMS constitute a funding pledge or quality training.
3. The organization is founded on the basis of integrity. Any subscriber which no longer feels comfortable receiving the company message(s) is free to unsubscribe at the earliest opportunity possible by notifying the company to remove its name from the Bulk SMS sending platform using the same contact or method used for subscription. The company doesn't intent to infringe on the freedom of any subscriber.
4. Intasoc Consultants Limited will send the SMS over the available mobile service provider network. The company is not responsible for the delay, or failure, in delivery of the message on the part of the service provider.
5. Intasoc Consultants Limited has no mandate on the decision of the organizations, individuals or companies to accept the services contained in the message Intasoc Consultants Limited delivered or respond in the affirmative and cannot therefore issue any guarantee. It is the responsibility of the recipient persons or organizations to do their own individual due diligence, reach out to the organization and get more information about the message content including checking their website, decide whether the services meet their own internal needs, then provide acceptable and quality application documents and make the right decision on whether to apply, and where possible seek any needful requisite additional information or clarification before committing themselves or their resources.
6. In case of a dispute between the recipient of any message (s) from Intasoc Consultants Limited, and any person, organization, company and entity, about the content of the message Intasoc Consultants Limited delivered, and in view of the entity that contracted Intasoc Consultants Limited to deliver such message(S), Intasoc Consultants Limited shall not be held liable for any damages, misunderstandings, loss of resources & property or the cause of the conflict, loss of life, misinformation that arises as a result of the message. Both the two parties should treat each other

within the confines of the applicable law(s) and make appropriate remedial measures of conflict resolution to which Intasoc Consultants Limited shall not be party. Once messages have been successfully sent to the subscribed number, the contractual obligation between Intasoc Consultants Limited and the client ceases immediately except for completion in invoicing and payments. Where appropriate, and as may be required, Intasoc Consultants Limited, may provide documents confirming the source of the information or client. It will nonetheless also do preliminary due diligence to ensure it is dealing with legal entity to the extent that that is appropriate and permissible.

7. The company has 7 sets of SMS based services; i) sending SMS notifications for funding/granting opportunity (as advertised by the donors) to nonprofits; ii) sending SMS notifications for funding/granting opportunity (as advertised by the donors) to for-profit entities; iii) sending notifications for any appropriate programing information that may improve quality of community empowerment programmes (as advertised); iv) SMS-based messaging on Expression of Interest for delivery of support products(s)/services to nonprofits as advertised; v) delivery of messages of planned executive training as indicated or advertised by the training companies or organizations; vi) Women empowerment SSMS notifications and, vii) youths empowerment SMS notification. The company services shall be confined within the context and related to the above on the basis of SMS-portfolio. The company has other sets of products and services. When, and if, new SMS-based products are introduced, such shall be updated appropriately including in the Terms and Conditions (T & C). Intasoc Consultants Limited is at liberty to make appropriate changes to the T & C provided already existing contractual obligation(s) is guided by the old T & C existing at the time of the contracting. Any subsequent contracting shall follow the new amendments. The company shall always inform the public about the changes in the Terms and Conditions (T & C). However, this will be the exception and not necessarily the rule. Every individual should regularly check the T & C which shall be available in the company website at all time.
8. The mobile phone contacts and/or SIM Cards which receive different SMS notifications belong to those who have voluntarily subscribed to the services using different subscriptions methods or authorized Intasoc consultants to send them the message. Intasoc Consultants Limited assumes such entities have interest of receiving the services as affirmed by the subscriptions. The company shall ensure the contacts are kept private. Any individual not willing to receive any further message should notify the company through text or WhatsApp message to +254 (0) 722406388.
9. The company cannot guarantee that any organization that received granting, or Expression of Interest (EoI) opportunity message will receive the grants or funds as advertised. Decision on which organization or entity to fund and which one not to lay squarely on the shoulders of the granting organizations (or donor) and depends on their own internal due diligence to which Intasoc Consultants Limited is not privy and has no role.
10. Intasoc Consultants Limited offers no guarantee that the persons or companies that receive the training SMS notifications will actually respond in the affirmative and attend actual trainings and that when they attend such trainings, they will find the contents as matching the advertisements or their expectations. Decision on attending training is the sole mandate and responsibilities of the companies and the executives, a third-party company. Companies/entities that contract Intasoc Consultants Limited to send messages to training subscribers must take into account the limited role of the company.
11. The company will only invoice clients based on the number of subscriber message that have been delivered at the time of invoicing. The costing contained in the company profile, or in the contractual agreement, is limited to 160-word character, one page SMS, which is the global standards SMS limitation under ordinary circumstances. A client which wishes to exceed that limit

will have to pay for double messaging or as may be mutually agreed between Intasoc Consultants Limited and the said client.

12. The company plans to introduce annual subscriptions for clients. If and when such service(s) is introduced, and in order to avoid overtly inundating recipient inboxes with too much messaging, there shall not be more than 2 sets of 160-character messaging contents from same institution or client sent per week, unless a subsequent message clarifies the previous message during which case the standards costing for such messages shall apply.
13. Concerning developed technical funding proposals (including and/or budgets) and Expression of Interest (EoI) documents for purchase as advertised, Intasoc Consultants Limited is not working with any NGO/donor or developing any proposal or EoI after contractual (or working on behalf of any particular donor) nor is there any kind of assurance from the donor for funding or contracting. Intasoc Consultants Limited is an independent company. It therefore doesn't guarantee that the done technical proposal or EoI will win and/or receive funding from the advertiser donor. It is the responsibility of the EoI or proposal-purchasing organization(s) to understand the risks and terms involved, to review the purchased proposal or EoI and make appropriate changes that meet their own programming prioritization(s). Whether the purchasing organization(s) does this or not, and whether they receive funding or not is the obligation of the applying organization and the prospective donor or company, where Intasoc Consultants Limited has no role at all. Intasoc Consultants Limited will do its own very best to produce quality and applicable technical proposal that meets the appropriate standards of a rigorous technical proposal evaluation mechanism according to its own internal technical evaluation. But shall not be held liable for technical proposal not being able to receive funding.
14. In all its services, Intasoc Consultants Limited advises the involved entities or parties to make appropriate inquiry, do due diligence, take extra-caution before committing any finance, time or any kind of resource(s) on the basis of received message(s). All parties should make appropriate background checks, evaluate their own interests and understand the risks before making any commitments.
15. The SMS-based subscriptions numbers outlined in the company profile and websites keep changing according to new subscriptions and/or addition to the SMS-bulk databases and unsubscriptions. Anyone who may need accurate data at any time should communicate to the company through the line +254 (0) 722406388.
16. Intasoc Consultants Limited will send an SMS as when contractual obligation is entered into between the company and the sponsoring organization or entity. Such notifications messages will be sent only on company agreed terms. The company doesn't guarantee that sending company or organization's phone details or subscribing to Intasoc Consultants Limited's SMS portfolio will lead to an SMS being shared. Notification SMS will be shared only upon agreeable interparty obligation.
17. Intasoc Consultants Limited believes that those who subscribed to the bulk SMS have interest in their various subscription categories. It doesn't guarantee that the subscribers actually run premises or have interest in the area for which they subscribed or registered. However, the organization will ensure, from time to time, using its own internal monitoring and management and governance system – and where possible, that the subscribers meet the desirous goal of the SMS category. Moreover, the company believes only subscribers with particular set of interest will be part of its programme-category-based subscribers based on standard human psychological and social patterning.
18. All SMS **TO ORGANIZATIONS**, unless otherwise stated shall, be free.
19. Goods and/or services once sold are not returnable or refundable.

20. This T & C shall be amendable from time to time, as may be appropriate. As such parties should always check it to make sure they understand any changes. Any changes shall also be communicated appropriately, as an exception and not the rule.