

USMS Public Offer

For the provision of electronic messaging services

Version dated 2 September 2026

Tashkent. This Offer applies from the date of its publication on the USMS website.

1 General provisions and definitions

1.1. Individual entrepreneur (YATT) XALMATOV KODIRJON BAXTIYOROVICH, Personal Identification Number of an Individual (PINFL) 30903896600011, hereinafter the “Provider”, offers to enter into a contract for the use of the USMS service on the terms of this Offer. The Provider’s details are set out in Section 13. USMS is the name of the service and is not, in itself, the name of a contracting party.

1.2. The Customer is a legal entity, individual entrepreneur or legally capable adult individual accepting this Offer. The Customer’s representative confirms their authority. Where an individual purchases services for personal use unrelated to profit-making, mandatory consumer protection guarantees apply. Having an account does not confer the right to conduct activities without the required registration or permits.

1.3. The Service is the USMS software and technical system accessible through <https://usms.uz>, the account dashboard at <https://my.usms.uz> and the API. A Message is text or other content supported by a channel and sent on the Customer’s instructions. A Recipient is the person to whom a Message is addressed.

1.4. A Tariff comprises the price, billing unit, tax treatment, charging and refund terms for a particular channel, made available to the Customer before ordering. The Balance records the Customer’s advance payments and service charges; it is not intended for transfers between users.

1.5. To transmit SMS, the Provider engages the private enterprise “BEST INTERNET SOLUTION” (Eskiz) under Contract No. 2387-2026 dated 22 September 2026, and works with operators and channel suppliers within the terms agreed with them. This Offer does not extend the Provider’s rights under contracts with those parties. The Provider identified in Section 13 remains the Customer’s contracting party.

1.6. A separate contract signed by the parties prevails in respect of expressly agreed differences. Technical documentation governs integration procedures and may not introduce undisclosed changes to prices or the parties’ liability.

2 Subject matter and scope of services

2.1. The Provider grants access to functions for creating, processing and transmitting Messages to selected channels, and the Customer pays for the services ordered. Available services are determined by the services activated in the dashboard and the agreed Tariffs.

2.2. The core service is arranging SMS sending through the dashboard and API. Telegram, push notifications, international destinations and cascading delivery are available only upon separate activation, after the scope, restrictions, Tariffs and charging rules have been disclosed to and accepted by the Customer. Mentioning a channel in this Offer does not, in itself, activate it.

2.3. Verification codes, service notifications and advertising Messages differ in purpose and Tariffs. Advertising Messages may be sent only after the Provider confirms that the relevant channel permits them and the required templates have been approved. Disguising advertising as a service notification or circumventing restrictions is prohibited. Messages from international services may be sent through local SMS channels only where a permitted route and Tariff have been separately agreed.

2.4. API access does not include development or administration of the Customer's systems or custom integration, unless those services are ordered separately.

3 Acceptance of the Offer and activation

3.1. Before acceptance, the Customer receives the text of this Offer, information about the Provider and the Tariffs. Acceptance consists of explicit electronic confirmation of agreement in the dashboard or payment of an invoice issued by the Provider containing a reference to this Offer and the applicable order terms. Merely visiting the website does not constitute acceptance.

3.2. The system records the account, date, time and version of the accepted terms. The Customer may save the text of this Offer. Changing the published file does not alter records of a previously accepted version.

3.3. The Customer provides accurate registration and contact information. The Provider may request documents to verify the Customer, the representative's authority, the brand and the lawfulness of messaging, limiting such requests to necessary information.

3.4. Sending becomes available after the necessary checks, channel configuration, approval of templates and sender name where required, and receipt of sufficient payment. Verification and activation timeframes are disclosed before ordering; registration alone does not guarantee operator approval.

3.5. The Customer protects passwords, API keys, bot tokens and employee access. If compromise is suspected, the Customer immediately notifies support and revokes the keys. The Provider takes available blocking measures upon receiving the notification.

4 Sending conditions and statuses

4.1. The Customer checks recipients, content, encoding, timing and sending settings. Repeated requests submitted by the Customer may create separate chargeable sends; duplicate prevention procedures are set out in the API documentation.

4.2. An SMS may consist of several chargeable segments. Segmentation rules and the price per segment are disclosed before sending. If the total price depends on the route or country, the applicable calculation method must also be available in advance.

4.3. Acceptance, transmission, delivery and error statuses have different meanings, as described in the documentation. Acceptance of a request does not confirm delivery, and delivery does not confirm that a Message has been read. Reports reflect the data available from the relevant channel.

4.4. For Telegram, the Customer connects a bot on a lawful basis; Messages may be sent to recipients with whom the bot is technically permitted to interact. Possession of a Telegram username alone does not guarantee that sending is possible. Push notifications require a connected application, a valid device identifier and the necessary permissions.

4.5. In cascading delivery, switching between channels follows only the rules selected by the Customer. Switching conditions, delays and the cost of each stage are disclosed before cascading delivery is enabled. Chargeable attempts through different channels are billed separately where expressly provided for in the Tariff.

4.6. The Provider does not guarantee delivery or reading of every Message in all circumstances. Device availability, Recipient settings, filters and channel restrictions may affect the outcome. This does not exclude the Provider's liability for its own breaches.

5 Tariffs and payments

5.1. Services require 100% prepayment credited to the Balance. Payments are made in Uzbek soums to the Provider's bank account or through available payment methods. Currency and settlement procedures for non-residents are agreed separately in compliance with the law.

5.2. Applicable Tariffs are available in the dashboard before ordering and may be stated in an invoice or separate agreement. Prices depend on the operator, destination and Message type. The Tariff must specify the billing unit, whether VAT is included or does not apply, and all additional charges. No chargeable sending takes place without an agreed price; undisclosed fees are not charged.

5.3. Sent SMS with the statuses "Transmitted" ("Передано"), "Delivered" ("Доставлено") and "Not delivered" ("Не доставлено") are chargeable. SMS with the status "Rejected" ("Отклонен") are not chargeable. A change in the status of the same send is not a separate service and does not trigger a second charge for that send. Where segmentation applies, the price is calculated by the number of chargeable segments under clause 4.2. Non-delivery alone does not entitle the Customer to a refund for transmission to the channel that was properly performed. This condition does not exclude correction of erroneous charges or claims concerning non-performance or improper performance, including mandatory consumer rights. Rules for other channels are accepted separately before their activation.

5.4. Services are provided within the available Balance, taking into account funds reserved for accepted tasks. New chargeable tasks are suspended if funds are insufficient. Post-payment is permitted only by separate agreement.

5.5. Dashboard data and technical logs are used to account for services and may be disputed by the Customer. Available details necessary to verify charges are provided on request. Confirmed erroneous charges are corrected.

5.6. The billing period is a calendar month. Supporting settlement documents are provided under the procedures applicable to the parties, including through electronic document exchange. Objections to a report should be submitted within 10 working days; expiry of this period does not, in itself, remove the right to prove an error.

5.7. Notice of Tariff changes is given 15 calendar days in advance. The new price applies to new orders after the change takes effect. Scheduled tasks affected by a price change require renewed confirmation; they are suspended until that confirmation is received.

6 Lawful messaging and the parties' obligations

6.1. The Customer ensures a lawful basis for using contacts and Message content, the necessary Recipient consents, and rights to brands, images and other materials. Purchasing a contact database does not, in itself, establish such grounds.

6.2. Advertising Messages are sent only with the required prior consent. The Customer retains evidence and ensures that messaging stops when a Recipient opts out. Starting a bot is not automatically treated as consent to any advertising.

6.3. Fraud, phishing, malicious links, unlawful content, sender impersonation, circumvention of restrictions and use of the Service for unauthorised access are prohibited. International sending must take account of the applicable requirements of the destination country.

6.4. Upon a justified request, the Customer provides evidence of consents and rights within a period appropriate to the nature of the request. Disputed messaging may be suspended during verification. Moderation does not replace the Customer's obligation to verify lawfulness.

6.5. The Provider maintains the functioning of its part of the Service, receives enquiries through published channels, investigates errors and discloses material restrictions. Guaranteed availability levels and recovery times are established in a separate agreement, if concluded.

6.6. The Provider may limit load and carry out maintenance. It gives advance notice of planned work materially affecting sending, and reports emergency restrictions as reliable information becomes available.

7 Confidentiality and personal data

7.1. The parties use confidential information to perform the contract, restrict access to authorised persons and apply the necessary safeguards. Lawful disclosure to competent authorities is limited to the relevant legal grounds.

7.2. The Customer determines the purposes of its messaging and the lawfulness of transferring Recipient data. The Provider processes data received for sending within the scope of the Customer's instructions and its own legal obligations. Those obligations are not transferred entirely to the Customer.

7.3. Processed data include account and Customer representative information, Recipient contacts and identifiers, Message content, sending parameters, statuses and billing information to the extent necessary to perform the contract. Operations include receipt, storage, use, transfer to the channel suppliers involved and deletion. Information on processing conditions, retention periods and engaged processors is provided to the Customer before data are transferred through the relevant channel. Where a purpose requires the data subject's separate consent, that consent is obtained separately; acceptance of this Offer does not replace it.

7.4. Storage, database registration and cross-border transfers comply with applicable legal requirements. Connecting a foreign channel does not remove the need to verify the lawfulness of data transfers. Passwords, tokens and full one-time codes must not appear in publicly accessible logs.

7.5. Upon termination, data are deleted or anonymised within the established periods, except information retained on a lawful basis. In the event of an incident, the parties cooperate to limit its consequences and fulfil applicable notification obligations.

7.6. Acceptance of this Offer does not require consent to advertising Messages from USMS itself. Such consent is obtained separately. Necessary payment, security and contract performance notifications are sent to the account's contact details.

8 Suspension and termination of services

8.1. Grounds for restriction include insufficient Balance, reasonable indications of unlawful messaging, security threats, compromised access, a binding requirement of a competent authority or an applicable channel restriction.

8.2. Where possible, only the affected service is restricted. The Customer receives notice stating the reason and the steps needed to resolve it, where disclosure is permitted. In an urgent threat, restriction may precede notification.

8.3. Once the grounds have been resolved, the Provider checks whether service can be restored and communicates the outcome. Permanent account blocking does not automatically result in forfeiture of unused advance payments.

8.4. The contract runs from acceptance until termination. The ordinary termination notice period is 15 calendar days. A material breach or mandatory legal requirement may justify earlier termination.

8.5. Upon termination, tasks not yet transmitted to a channel are cancelled where technically possible. The parties reconcile payments and services, including tasks already transmitted.

8.6. Unused monetary advances are refunded upon application, following identification of the applicant and reconciliation, within 10 working days after the necessary information is received, unless the law requires a shorter period. Deductions are permitted only on substantiated legal grounds; bonus credits not paid for by the Customer are not refunded in cash.

9 Liability and force majeure

9.1. The parties are liable for their own failure to perform obligations under the contract and the laws of the Republic of Uzbekistan. A partner's errors or restrictions do not automatically exempt the Provider from liability.

9.2. The Customer is liable for unlawful content, missing required consents and infringements of third-party rights within the scope of its responsibility. Reimbursement of third-party claims requires proof of the breach, causation and amount; a fine imposed by a partner is not automatically debited from the Balance.

9.3. Actions performed with valid keys are recorded as account actions, but this does not preclude investigation of compromise or assessment of each party's fault. The Provider is responsible for security breaches within the scope of its obligations.

9.4. Liability in extraordinary and unavoidable circumstances is determined by law. The affected party notifies the other of the impediment and takes reasonable steps to mitigate its consequences. An ordinary technical failure or lack of funds does not, in itself, constitute force majeure.

9.5. If the impediment continues for more than 30 calendar days, the parties discuss termination of the affected services and settlement. Obligations to pay for services already provided and to refund any refundable remaining Balance survive.

10 Enquiries and disputes

10.1. Enquiries and claims are sent to support@usms.uz or to the Provider's address in Section 13. Technical enquiries are also accepted through the dashboard. An enquiry includes the account identifier, description, dates and available Message identifiers; secret keys must not be provided.

10.2. A response to a claim is provided within 10 working days of receipt. If further investigation is necessary, the party communicates the reasons and expected completion date.

10.3. The contract is governed by the laws of the Republic of Uzbekistan. Unresolved disputes are heard by the competent court under the applicable subject-matter and territorial jurisdiction rules. Mandatory rights to seek legal protection are not restricted. Consumers retain the statutory choice of court and the right to seek protection without contractual restrictions; the claims procedure does not limit that right.

11 Changes to terms and notifications

11.1. New versions are published with a version number and effective date. Material changes for existing Customers are proposed with at least 15 calendar days' notice and accepted by confirmation in the dashboard. Previously ordered services are billed on the terms agreed when ordered.

11.2. If the Customer disagrees, it may refrain from new orders and terminate the contract, with settlement under Section 8. Mandatory legislative changes apply from the date prescribed by law.

11.3. Operational notifications are sent to the dashboard and/or a verified email address. Notices of material changes and termination are also sent by email. The parties keep contact details up to date and retain evidence of sending and receipt.

12 Final provisions

12.1. Invalidity of an individual provision does not affect the remaining terms if performance of the contract remains possible. Mandatory legal rules prevail. In dealings with consumers, provisions on payment, refunds, time limits, liability and termination apply only to the extent that they do not impair mandatory consumer rights.

No charge is made for services not provided; claims concerning defective services are considered in accordance with statutory procedures and time limits.

12.2. This Offer and applicable Tariffs may be saved before acceptance. Contract terms are published in the state language; the Russian version is provided additionally. Language versions must be consistent with one another.

13 Provider details

Full name as stated in the bank document: YATT XALMATOV KODIRJON BAXTIYOROVICH. Legal form: individual entrepreneur (YATT).

PINFL: 30903896600011. Address: 43a A. Yugnakiy Street, Mirzo Ulugbek District, Tashkent.

Current account: 20218000607541508001. Currency: Uzbek soum (UZS), code 860. Bank: JSC “HAYOT BANK”, Qadriyatli Banking Services Centre. MFO (bank code): 01198.

State registration of the individual entrepreneur: 15 September 2026, register entry No. 8011632. Registering authority: Public Services Centre of Mirzo Ulugbek District. The applicable tax treatment is disclosed in Tariffs and settlement documents.

Email for enquiries and claims: support@usms.uz.

Website: <https://usms.uz>. Account dashboard: <https://my.usms.uz>. Support: support@usms.uz.

Individual entrepreneur XALMATOV KODIRJON BAXTIYOROVICH

