1. Company Overview

Chain Software Group ("Chain") provides a secure, cloud-based automation platform designed for businesses worldwide to manage invoicing, communication, document uploads, and payment processing in one system.

The Platform supports global email and SMS messaging, document storage, customer notifications, and integrations with major payment gateways and merchant providers.

This Agreement ("Agreement") outlines the services, fees, and conditions under which Chain will license and support access to the Platform for the subscribing business ("Client").

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2. Scope of Services

Chain will provide Client with:

- Access to a hosted web and mobile application for sending invoices, managing payments, and automating communications through email and SMS.

- A secure administrative dashboard with data analytics, templates, and reporting tools.

- Optional connection of Client's **own merchant processing credentials** (e.g., Stripe, Square, Authorize.Net, or other gateways) directly within the platform.

- Optional access to **Chain Software Group's merchant services** upon request, subject to separate underwriting and approval.

- Technical support and system maintenance.

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3. Service Plans & Pricing

Plan	Monthly Fee (USD)	Included Emails	Included SMS Segments	Setup Fee	Overage Rates
Starter	$325	10,000	1,000	$100	$2.50 per 1,000 emails / $0.03 per SMS segment

Growth	$525	25,000	3,000	$100	$2.50 per 1,000 emails / $0.03 per SMS segment
Profession al	$1,000	75,000	10,000	$100	$2.50 per 1,000 emails / $0.03 per SMS segment
Enterprise	$2,000	200,000	30,000	$100	$2.50 per 1,000 emails / $0.03 per SMS segment

Note: Setup and onboarding typically occur within 3–5 business days, but SMS program registration and approval may require additional time depending on carrier review and jurisdiction.

4. Implementation & Onboarding

- Upon receipt of the setup fee and initial subscription payment, Chain will configure the Client's account, domain, communication templates, and merchant connection.

- Clients may connect their **own merchant processor** or request Chain's assistance to apply for a compatible merchant account.

- Chain will provide training resources and ongoing customer support for account management and technical troubleshooting.

5. Payment & Billing Terms

- The **setup fee** is due prior to activation.

- Monthly subscription fees are billed automatically on the 1st of each month.

- Overage usage is calculated at the end of each billing period and billed separately.

- Failure to pay within ten (10) days of invoice may result in account suspension.

- Subscriptions renew automatically unless canceled with fifteen (15) days' written notice.

6. B. SMS Program Requirements (Consent & Approval)

1. Consent Form.
Client must collect, store, and be able to provide proof of consent for each SMS recipient. This includes the opt-in message, timestamp, phone number, and source. Opt-outs must be respected immediately and logged.

2. Brand & Campaign Approval.
All messaging programs are subject to brand and campaign approval by the carrier ecosystem (e.g., **A2P 10DLC** in the U.S. or local equivalent in other jurisdictions).

> *SMS campaign approval can take longer than the standard setup timeframe. Chain has no control over carrier or aggregator review periods.*

3. Registration Costs.
All brand, campaign, or number registration fees, vetting costs, and carrier surcharges (including 10DLC, toll-free, or international fees) are **pass-through costs** billed to the Client. Client must maintain active registration and compliance status.

4. Template Compliance.
Client is solely responsible for all message content. All messaging must comply with applicable laws and regulations (including but not limited to **TCPA**, **CAN-SPAM**, **FDCPA**, **Regulation F**, **GDPR**, **ePrivacy Directive**, and local carrier policies**). Chain reserves the right to review, require edits to, or suspend templates that pose regulatory or reputational risk.

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7. Data Ownership & Security

- Client retains ownership of all data uploaded or transmitted through the Platform.

- Chain will safeguard data using encryption in transit and at rest.

- Chain will not sell, lease, or disclose Client data except as required by law or court order.

- Both parties agree to comply with applicable data protection laws in their jurisdictions (including **GDPR** for EU data subjects, where applicable).

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8. Confidentiality

Each party shall protect the other's proprietary information and trade secrets from unauthorized use or disclosure. This obligation survives termination of this Agreement.

9. Limitation of Liability

Chain shall not be liable for any indirect, incidental, consequential, or special damages arising from use of the Platform. Total liability shall not exceed the total subscription fees paid by Client during the preceding three (3) months.

10. Termination

Either party may terminate this Agreement with fifteen (15) days' written notice. Client is responsible for all charges accrued through the termination date. Data may be exported by the Client prior to account closure.

11. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Client's primary operating jurisdiction, unless otherwise mutually agreed in writing.

12. Signatures

Client	Chain Software Group
Authorized Representative:	**Authorized Representative:**
_____	_____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

By signing below, both parties agree to the terms of this Agreement.