



SOCIAL CHANNELS SUPPLEMENTAL TERMS AND CONDITIONS

These supplemental terms and conditions ("**Supplement**") are part of an agreement for certain SINCH services ("**Agreement**") between SINCH and Customer and apply solely to the SINCH social channel services ("**Service**") and not any other SINCH product or service.

Capitalized terms are defined in the Glossary below. Capitalized terms not defined in this Supplement shall have the meanings ascribed to them in the General Terms and Conditions for SINCH Services ("**GTC**").

Part A – Legal Terms

A1. Services

A1.1. End User opt-in/opt-out requirements. Customer shall send Messages only to End Users who have, and continue to, knowingly consent or "opt-in" to receiving Messages and who have been informed by Customer of their right to cancel, and have been given a, readily accessible free process for cancelling, receipt or to "opt-out" of receiving further Messages. This opt-in information shall include the End User's MSISDN, Social Channel ID, and any SINCH Message Channel Preference (collectively "Opt-In Information"), and any further details if and as required by any relevant Service Provider. Customer agrees that SINCH will deliver Messages to the Customer Messaging Application via the Social Media Platform Provider based on the End User's Social Channel ID and Customer's communication to SINCH of such End User's Opt-In Information. Customer shall stop sending Messages to an End User who has opted-out from receiving such Messages as soon as possible but in no case later than twenty-four (24) hours after receipt of the opt-out request (or any shorter time period if necessary to meet or comply with any legal, regulatory, governmental and/or Service Provider request or requirement). At Sinch's request, or the request of a Service Provider, Customer shall provide Sinch with proof of any and all such opt-in(s) and optout(s), and response time to discontinue transmission of Messages after opt-out, to Sinch's reasonable satisfaction.

A1.2. Supply of Customer Services. Customer shall inform End Users that Customer is the source and supplier of the Messages and provide appropriate contact details to End Users. SINCH shall have no support obligations of any kind with respect to End Users and Customer shall not in any way, directly or indirectly, communicate or otherwise convey to End Users anything to the contrary. Customer shall bear sole responsibility for the acts, omissions or breaches of End Users with respect to the use of the Service, Customer Services and the Messages, including but not limited to the Customer Data. Customer shall promptly inform SINCH if Customer becomes aware of any violation of the terms of this paragraph.

A1.3. Restrictions. Customer shall not use the Service or permit the Service to be used:

- a) in a manner that violates any applicable law, regulation, industry guidelines or code of practice, or that violates, infringes or misappropriates the rights of any third party;
- b) to transmit any Message or any electronic material (including viruses or other similar destructive computer programming routines) which causes, or is likely to cause, detriment or harm or damage to the SINCH Network or any computer systems or telecommunications equipment or mobile handsets owned by SINCH or any other person, or to facilitate the transmission or use of any code that would allow any third party to interfere with or access any Customer Data;
- c) to send spam, "junk mail" or unsolicited advertising or promotional Messages or material, or to send or knowingly receive or use any Message or material which is obscene, offensive, abusive, harassing, misleading, fraudulent, unethical, indecent, defamatory, discriminatory, threatening, libelous, unlawful or menacing; or
- d) to send any Messages that are of an urgent or sensitive nature or contain emergency information.

A1.4. Inappropriate Use. Customer shall not: (a) remove any identification, patent, trademark, copyright or other notice from the Service or any part of it; (b) access, use, or copy any portion of the Service directly or indirectly to develop, promote or support any product or service that is competitive with the Service or any part of it; (c) disclose or publish performance or capacity statistics about the Service or any part of it; (d) perform any benchmark tests on the



Service or its supply or any part of it; or (e) use the Service in connection with any activity that may result in tangible or intangible personal property damage, or death or serious body injury.

A1.5. Acceptable Use. Customer shall not access any information or data provided or controlled by any other customer of SINCH or its suppliers and will abide by, and will not circumvent or otherwise disable, any security measures implemented in the Service. Customer shall immediately inform SINCH if any third party makes or threatens any claim or action against Customer, or SINCH, or any other party relating to any Customer Data, Customer Service or Messages.

A1.6. Faults. Customer agrees to promptly fix any faults and/or bugs in Customer's software that causes the Service to be accessed incorrectly, including, but not limited to, software that generates incorrect API calls to the Service.

A2. Compliance

A2.1 Requirements. The provisions of Sections 2.5 and 4.1(c) of the GTC shall apply equally to requests, directions and/or orders made or issued by any Service Provider.

A2.2 Responsibility. SINCH may, in its sole discretion, require Customer to take primary responsibility for any request or enquiry made under Section A2.1 above relating to any Customer Service, Message(s) or Customer Data or arising from Customer's use of the Service or from an alleged or actual breach of the Agreement by Customer. Customer agrees, at its own cost, to accept full responsibility for any such request or enquiry including for any expenses, penalties, fines, sanctions or other analogous costs that may arise, and in relation to such request or enquiry, to provide all requested information to such regulator or Service Provider (with copies to SINCH) in a timely manner.

A2.3 Survival. Sections A1.1, A1.2, A1.3, A1.4, A1.5, A2.2, A2.3, A2.4, A2.6, and A2.7 shall survive termination or expiration of the Agreement.

A2.4 Indemnity. Customer will indemnify and, at SINCH's election, defend SINCH, its Affiliates and subcontractors against:

- (a) any claims (including, but not limited to, any claims, fines, penalties, or losses) or other liabilities brought against SINCH, its Affiliates and subcontractors by any third party (including, but not limited to, any other SINCH customer, Service Provider or governmental or regulatory authority) relating to Customer Data, Customer Services, Messages or Customer's use of the Service (including, but not limited to, any such claim which relates to infringement or misappropriation of any intellectual property rights of any third party or any breach or violation of laws or regulations, and any breach of Social Media Platform Terms); and
- (b) all damages finally awarded against SINCH, its Affiliates and subcontractors with respect to these claims.

A2.5 Suspension. In addition to its rights under the GTC, SINCH may without liability block or delete any Customer Data or Message(s) that SINCH determines, in its sole discretion, violates the terms of the Agreement.

A2.6 Disclaimer. Customer agrees that, with respect to its supply of the Service, neither SINCH nor any SINCH supplier shall be liable whether in contract, tort, or strict liability to Customer or to any End User or any other customer of Customer for (i) any Messages deleted or not delivered regardless of the reason for deletion or non-delivery, including, without limitation, message processing errors, transmission errors, or messaging network and/or service failures; or (ii) the accuracy of information provided through the Service.

A2.7 Compliance with Social Media Platform Provider's Terms and Condition. Customer shall fully comply at all times with all terms and conditions imposed and required by a Social Media Platform Provider with respect to Customer's use of such Social Media Platform Provider's Social Media Platform ("**Social Media Platform Terms**") and such compliance shall at all times be a condition of use by Customer of the Service. Customer is solely responsible for ascertaining Social Media Platform Terms and ensuring Customer's full compliance with Social Media Platform Terms. SINCH shall have no obligations to Customer or any third party with respect to Customer's ascertaining or compliance with Social Media Platform Terms. For information purposes only, set forth below are URLs for a sample of Social Media Platform Providers' policies as published or updated by such Social Media Platform Providers. Customer acknowledges and agrees that it understands that the following URLs and such policies are subject to change at any time and from time to time based on the specific actions solely of the Social Media Platform Provider and that



ascertaining the correct URL, and the Social Media Platform Terms, for a specific Social Media Platform Provider is solely the obligation of Customer:

- Facebook: <https://developers.facebook.com/docs/messenger-platform/policy-overview/>
- Viber: <https://www.viber.com/terms/>
- WhatsApp: <https://www.whatsapp.com/legal/commerce-policy/>, <https://www.whatsapp.com/legal/business-terms/>. Customer's use of the WhatsApp Business Solution also shall be governed by the appendix to the applicable Order Form. In the event of a conflict between terms in the Agreement and the terms in such Appendix with respect to the subject matter of Appendix, the terms in the Appendix shall govern.

As of the Effective Date of the Order Form, the Social Media Platform Providers listed in the Order Form shall be available for Customer's use in connection with the Service, provided however that Customer acknowledges and agrees that Social Media Platforms available for use in connection with the Service may change from time to time and that SINCH does not guarantee to Customer the availability of any Social Media Platform. SINCH will promptly notify Customer in writing (email permitted) of changes to the availability of a Social Media Platform listed in the Order Form of which SINCH becomes aware. Customer will promptly notify SINCH of any changes to Customer's right to use a specific Social Media Platform of which Customer becomes aware or of any non-compliance by Customer with any Social Media Platform Terms. Customer further acknowledges and agrees that a Social Media Platform Provider may at any time impose on SINCH certain other terms and conditions with respect to the availability and use of such Social Media Platform Provider's Social Media Platform ("Other SMP Terms") in connection with the Service and that in such event SINCH shall have the right to impose on Customer such Other SMP Terms in the form of a written addendum to the Agreement, effective on the same date on which such Other SMP Terms are effective as to SINCH, and to be signed promptly by Customer, but in no event later than five (5) business days from the date on which SINCH communicates such addendum to Customer, as a condition to Customer's use thereafter of such Social Media Platform. If Customer does not sign such addendum within the foregoing time frame SINCH shall have no obligation to provide, or continue to provide, the Service with respect to such Social Media Platform and may at any time in its own discretion suspend or terminate Customer's use of such Social Media Platform.

Part B – Business Terms

B1. Supply of the Service

B1.1. Other Services Required. As further stated in the Order Form or in the Documentation, the Service may require connection through a separate API and in such cases it cannot be used as a stand-alone product or service. In order for Customer to use the Service, Customer must separately enter in an agreement with SINCH for the right to use the other Services. Unless and until Customer has entered into an agreement with SINCH to obtain the right to use other Services, SINCH shall have no obligation to provide the Service, and SINCH shall not be liable for any failure to do so, and any Messages that Customer submits to the SINCH Network for transmission via the Service may be blocked or deleted by SINCH.

B1.2. Third party use. Customer shall not subcontract, sub-license, license, sell, lease, rent or otherwise make the Service available to third parties.

B2. Customer Responsibilities

B2.1. Access and Connectivity

- SINCH Network connection.** Customer is solely responsible, at its own expense, for establishing and maintaining its equipment, software, facilities, and its connection to the SINCH Network and this obligation is a condition to Customer's use of the Service.
- Other Conditions to Customer's Use of the Service.** Subject to Section A2.7, Customer must independently establish its physical and functional presence on each Social Media Platform as to which Message transmission is available from SINCH and as to which Customer desires to use the Service. Customer's required actions in this regard include, but might not be limited to, depending on the specific nature and requirements of a Social Media Platform, (a) Customer's establishment of a social media landing page on the Social Media Platform; (b) Customer's creation of a Customer Messaging Application on the Social Media Platform; (c) Customer providing to SINCH the relevant credentials and technical interface information required to permit SINCH to establish a technical communication path with Customer's Application so that SINCH can make available SINCH's Webhook to Customer for Customer's



- integration of such Webhook into the Customer Messaging Application; and (d) Customer's integration of Webhook into the Customer Messaging Application so that the Customer Messaging Application may send Opt-In Information to the SINCH Network via such Webhook. Sinch may at its discretion offer onboarding services.
- c) **SINCH Dashboard.** SINCH may, in its sole discretion, provide Customer with access to an SINCH world wide web interface ("**Sinch Dashboard**") which access will enable Customer to obtain statistical reports detailing Service activity. Access to the Sinch Dashboard is provided to Customer for informational purposes only, and the data and information displayed are provided without warranties of any kind regarding completeness or accuracy. Customer agrees not to use or rely on such data and information in accounting for monies due between the parties or for billing purposes.
 - d) **Traffic Forecasts.** Customer shall provide to SINCH timely and accurate forecasts of proposed maximum Message volumes, including peak hour, monthly and quarterly volumes. If the actual Message traffic exceeds one hundred and twenty percent (120%) of the forecasted volume ("**Burst**") SINCH may without any liability to Customer immediately suspend access to, and operation of, the Service. If Customer does not submit such forecasts SINCH may, at its sole discretion, determine the volume of Messages that constitutes a Burst.

B2.2. Commercial Messages. Customer shall not use the Service for mobile to mobile, peer to peer messaging purposes. Customer shall use the Service solely to promote or facilitate, directly or indirectly, the goods, services or image of Customer pursuing a commercial activity.

B2.3. SINCH Webhook integrations and On-boarding. Subject to Customer's full compliance with Section B2.1 above, SINCH shall provide to Customer Webhook via a URL provided by SINCH to Customer for the purpose of Customer integrating such Webhook into the Customer Messaging Application on the Social Media Platform. Webhook, as so integrated, will be used for the purpose of Customer transmitting Opt-In Information to the SINCH Network and for any other transmission between the Customer Messaging Application and the SINCH Network as may be available pursuant to, and in accordance with, the Documentation. SINCH will provide to Customer an on-boarding guide to assist Customer with Customer's integration of Webhook into the Customer Messaging Application and other set-up requirements relating to transmission between the Customer Messaging Application and the SINCH Network via the Webhook in accordance with the Documentation.

B2.4. Fees. Customer shall be fully responsible for any fees imposed by any Social Media Platform Provider with respect to Customer's use of such Social Media Platform Provider's Social Media Platform. In the event any Social Media Platform Provider imposes any fees on SINCH with respect to Customer's use of such Social Media Platform, SINCH shall have the right to charge Customer, and Customer shall pay, the amount of any such fee (including any additional fees), which shall be invoiced by SINCH to Customer.

Glossary

- 1.1 "**Customer Messaging Application**" means a messaging application created or established by Customer on a Social Media Platform for purposes of communicating with End Users who are members of that Social Media Platform.
- 1.2 "**Customer Service**" means a marketing, advertising, promotional or informational program or initiative, or other project, conducted by Customer utilizing the Service.
- 1.3 "**End User**" means a person or entity that is a user and/or recipient of a Customer Service.
- 1.4 "**Message**" means a multimedia digital message containing Customer Data in a form for delivery via Internet Protocol (IP) or other technology, protocols or standards used to transmit digital content or information supplied by Customer to the SINCH Network for transmission as a personalized notification or mass notification.
- 1.5 "**Service Provider**" means any entity, including, but not limited to, SINCH suppliers and/or internet service providers that directly or indirectly are used in the supply of the Service which shall include, but not be limited to, Social Media Platform Providers.
- 1.6 "**Social Media Platform**" means a third-party social media platform on which platform Customer is permitted to, and can, create a social media messaging application for the purpose of sending and receiving Messages to and from End Users on such platform.
- 1.7 "**Social Media Platform Provider**" means a third-party provider of a Social Media Platform (for example, Facebook). For the purposes of this Supplement, a Social Media Platform Provider shall also be a Service Provider.



- 1.8 "**Social Channel ID**" means the particular form of identification assigned by a Social Media Platform to an End User designating such End User with respect to such End User's access to, presence on, and use of such Social Media Platform.
- 1.9 "**Webhook**" means the webhook provided by SINCH to Customer and integrated by Customer into Customer's Message Application in connection with the SINCH Service.