

## THIRD-PARTY SERVICES SCHEDULE

This document outlines the supplemental terms and conditions that apply to specific messaging products and third-party applications, including but not limited to WhatsApp, Google and Viber ("**Third Parties**"). These terms are in addition to our Service Terms and govern the use of these specific "**Third-Party Services**". By using any of these products, you agree to be bound by the applicable terms set out below, in addition to any other documents that form part of your Service Contract. If a conflict arises between these supplemental terms and our Service Terms, these supplemental terms will prevail with respect to the specific product or service in question. We may update the terms of this Third-Party Services Schedule from time to time. We will take reasonable steps to notify you of any material changes, by way of a notice on our website, our Service portal, or via our invoices.

**Please note that the providers of these services retain the right to enforce their terms, either directly or through us, as applicable, and may also change the location of their terms and policies at their discretion. It's your responsibility to stay informed of any changes made by Third Parties to their terms and policies and to ensure that you comply with them at all times.**

### 1. [RCS Business Messaging](#)

1.1. This section 1 relates to the use of RCS Business Messaging, a service enabling businesses to

send rich media messages (such as images, videos and interactive buttons) to Service Users via the Rich Communication Services (RCS) protocol ("**RCS Messages**"). While RCS works with many networks, software and devices, it is not universally supported. This service offers a more interactive and dynamic experience compared to traditional SMS for those Service Users with compatible devices and networks. Please note that message delivery and receipt depend on the Service User having a compatible RCS-enabled device and proper network conditions.

- 1.2. By using or accessing the RCS Business Messaging service you accept and must comply with the [Google Terms of Service for RCS Business Messaging](#), the [Additional Terms of service for RCS Business Messaging](#) and the [RCS chats Terms of Service](#) with Jibe Mobile Inc., a subsidiary of Google LLC (collectively referred to as "**Google**") as may be updated by Google from time to time, including any other complementary policies, terms or documents referenced or incorporated within those terms.
- 1.3. You accept and understand that the use of RCS Business Messaging may involve transfers of data outside the EEA and/or the UK, including the United States, and such transfers will be subject to the [Google Data Processing Agreement](#) as may be updated by Google from time to time.
- 1.4. You acknowledge that in certain jurisdictions we rely on third-party providers, primarily MNOs, to deliver the RCS Business Messaging service. When we refer to Third Parties in these terms, this includes such operators, who are granted all the rights and protections outlined in these terms. These Third Parties may seek evidence and conduct audits to verify your compliance and may exercise any rights and enforce any obligations set forth in this Schedule as applicable.
- 1.5. In relation to the use of the RCS Business Messaging service, you shall not:

- a) send more than 20 RCS Messages per day to a Service User on behalf of a Brand if the Service User has not responded to any message.
  - b) falsify identification details or obscure host names, IP addresses or any Brand information in any data transmitted through the RCS Business Messaging service.
- 1.6. You acknowledge that we and the relevant Third Parties have the right to review your RCS Message campaigns, including use cases, message sequences, content and traffic volumes, and may approve or reject them before any RCS Messages are sent to Service Users. You also agree that we or the Third-Party may request that you stop exchanging RCS Messages from specific campaigns, even if previously approved, for reasonable cause, such as a request from a Service User or a direct request from the Third-Party.

## 2. [Viber Business Messaging](#)

- 2.1 This section 2 relates to the use of Viber Business Messages, a service enabling message exchange through the Viber app to Viber users who have opted in to receive such messages. A **"Viber user"** is defined as a user of communication services who has consented to receive messages from you and has the Viber application installed on their device. Please note that message delivery and receipt depend on the user having the Viber application installed and proper network conditions.
- 2.2 By using or accessing the Viber Business Messages service you accept and must comply with [Viber's Terms & Policies](#) as updated by Viber from time to time including, but not limited to, Viber [Terms of Service](#); [Viber BM Partners Guidelines](#) , the [Viber Advertising Policy](#) and its

content standards, the [Viber Standard Terms & Conditions for Advertiser](#) (with particular attention to the representations and warranties clause), Viber's [Acceptable Use Policy](#) and any additional policies, terms or documents referenced or incorporated within those terms.

- 2.3 You shall pay us a non-refundable amount of €1,000 (ONE THOUSAND EUROS), at our sole discretion, as liquidated damages for each Spam Event. For the purposes of this section, a Spam Event occurs when you (or, where applicable, one of your Service Beneficiaries) sends a message to a Viber user who has not opted in to receive such messages and/or if the content of any message is prohibited under our Soprano Acceptable Use Policy and [Viber's Terms & Policies](#), including but not limited to, [Viber BM Partners Guidelines](#) and Viber's [Acceptable Use Policy](#). The liquidated damages described in this section do not limit, preclude or derogate from any other remedies available under your Service Contract or by law.

## 3. [WhatsApp Business Messaging](#)

- 3.1 This section 3 relates to the use of WhatsApp Business Messaging, a service that enables your business to connect with consumer users through the WhatsApp platform for secure and personalized communication. The service allows you to send and receive rich media messages, including text, images, videos and files, as well as engage users with interactive features like quick reply buttons. Please note that message delivery and receipt depend on the user having the WhatsApp application installed and proper network conditions.
- 3.2 By using or accessing the WhatsApp Business Messaging service you accept and must comply with the [WhatsApp Business Solution Terms](#), the [WhatsApp Business Messaging Policy](#), the

[WhatsApp Business Terms of Service](#) and, where applicable, the [WhatsApp Business Terms for Service Providers](#), including any policies, terms or documents referenced or incorporated within those terms, as updated by WhatsApp from time to time.

## 4. GENERAL OBLIGATIONS FOR THIRD-PARTY SERVICES

### 4.1 You agree to the following obligations regarding the use of the Third-Party Services:

- a) not to send unsolicited traffic or messages that may be classified as SPAM under applicable laws or under the terms and policies of the relevant Third Party, or engage in any other conduct prohibited by our Soprano Acceptable Use Policy.
- b) retain records of opt-in data for all Service Users, ensuring that all opt-ins are obtained in accordance with applicable laws and the terms and policies of the relevant Third Party, and provide such data upon request by us or the relevant Third Party.
- c) not continue sending messages to a Service User after the Service User has sent a STOP message or opted out of the Third-Party Service.
- d) implement provisions that allow Service Users to withdraw their consent when required by applicable law.
- e) avoid using incorrect or outdated Brand names, logos, contact information or references to Brand webpages.
- f) not to redirect, block access to, modify or alter the appearance of any webpage accessed via the Third-Party Service, nor place anything that suggests we or the Third Party are responsible for the contents of such page.

g) conduct due diligence on your subcontractors and any authorized Service Beneficiary to ensure they have appropriate smishing, spam prevention and risk control practices in place, and require them to do the same with any subcontractors or authorized Service Beneficiaries they engage.

h) violate any codes or standards of practice published or endorsed by the GSMA Association or the Mobile Marketing Association.

4.2 Both we and the relevant Third-Party reserve the right to immediately suspend all or part of the Third-Party Service if we suspect or have reason to believe that you are in violation of the obligations in Clause 4.1 or are using the Third-Party Service in a manner that causes or is likely to cause harm to our or the Third-Party's systems and/or reputation.

4.3 You agree that we and the relevant Third Party may impose limits on Destination Operator or traffic volumes, including but not limited to, the number of messages you can send to a Service User at any given time, the total number of messages you can send within a specified time frame, or the maximum throughput (messages per second) allocated to your Brand. These limitations may be adjusted from time to time at the discretion of the relevant Third Party to ensure compliance with their policies and technical requirements.

4.4 You acknowledge that the provision of Third-Party Services is dependent on and subject to the services and approvals of the relevant Third



Parties. Accordingly, we shall not be liable for any failure, interruption or cessation in the provision of the Third-Party Services, nor for any actions taken by Third Parties, including the suspension or termination of message delivery, for any reason they deem necessary, such as the protection of Service Users, their systems or their reputation.

WhatsApp or Viber, as applicable) with the required application or service enabled on their device and access to a compatible network. For RCS, this includes having an RCS-enabled device with a SIM (Subscriber Identity Module) configured with a mobile country code and mobile network code for a specified MNO.

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- 4.5 For the purpose of this Schedule, any references to "you" shall be deemed to include both you and any authorized Service Beneficiary. As a result, all obligations, responsibilities and restrictions applicable to you under this agreement also apply to any authorized Service Beneficiary, and you are responsible for ensuring that the necessary flow-down provisions are included in your agreements with them to ensure their compliance with the terms of this Schedule.

## 5. DEFINITIONS

**Brand** means the organization having direct business relationship with Service Users.

**Destination Operator** means the MNOs (or the subscribers of the MNOs) that are accessible through the RCS Business Messaging Services.

**MNO** means a Mobile Network Operator.

**Service Beneficiary** means any third party who (directly or indirectly) accesses the Third-Party Services through you (other than a Service User), provided that the use of such Service Beneficiary has been authorized by us.

**Service User** means any individual who has consented to receive messages from your business through a third-party messaging platform (via messaging channels such as RCS,