

LINK Mobility - General Terms and Conditions (GTC)

General Terms and conditions (GTC) governing Customer's access to and use of LINK Services

1. Introduction

These GTCs are an integral part of the Agreement entered into by LINK and the Customer, for the provision of the Services from LINK to Customer.

The Service Order(s) sets out the specific services provided to the Customer under this Agreement.

The Agreement sets out the terms for LINK's provision and the Customer's use of the Services. In the event of inconsistency between the provisions of the Agreement, priority shall be given in the following order:

- The Front Page
- The Service Order(s), where the newest has highest priority
- The GTC
- Other documents in the order they are listed on the Front page

In the event of conflict between Data Processing Agreement and other parts of the Agreement, Data Processing Agreement shall prevail for the purpose of LINK's processing of Personal Data on Customer's behalf.

2. Scope

Subject to the fees and terms in the Agreement, LINK grants Customer a non-exclusive, non-transferable, revocable, and limited right to access and use the Services ordered in Service Orders under this Agreement to communicate with End-Users. Customer will at all times have access to the latest version of the Services as made available.

The Services may be provided by LINK or a LINK Affiliate registered within the EU or EEA.

The Customer shall use the Services solely on its own behalf, on its own account and for its own benefit. Subject to applicable fees, a Service Order may, however, include access rights for one or more Customer Affiliates.

All infrastructure and equipment necessary to access and use the Services, including hardware, internet access etc., shall be obtained by Customer and at Customer's risk and expense.

If the Customer is dependent on Third Party Products to make use of the Services, the Customer is responsible for entering into any agreements related to such Third-Party Products, and Customer shall remain solely responsible for any such use.

3. Definitions

"Affiliate" means, with respect to any Party, another party directly or indirectly controlling, controlled by or under common control with such Party. For the purpose of the foregoing, "control" shall mean the control of 1) more than 50% of the voting power to elect the directors of the company, or 2) ownership of more than 50% of the ownership interest in the company;

"Agreement" refers to the LINK Service Agreement front page, these GTCs, all other appendices listed in the Service Agreement front page, Service Order(s), and any subsequent addendums or amendments

"Confidential Information" means any provision of the Agreement, any information in oral or written form disclosed by either Party, before and/or after execution of this Agreement, relating to discussions between the Parties as to the provision of services, or to any details as to the business of either Party whether marked as confidential or identified as confidential in any other way, including, but not limited to, network access codes, trade secrets, processes, techniques, software (including source codes and object codes), computer records, hardware configuration, designs, plans, developments,

inventions, software, drawings, product information, business and marketing plans and projections, details of agreements or arrangements with third parties and clients and client lists. For the avoidance of doubt, Personal data is governed by the Data Processing Agreement, and does not fall under the confidential information as defined in this GTC.;

"Content" means a message, including a text message or any binary message, including any executable code or any multimedia message comprising text, audio or video clips, numerals, symbols, animation, graphics, photographs and other materials in digital electronic form, provided by Customer, contained in a Message (SMS Message, OTT Message, Rich Message, Conversational Message etc.) sent by the Customer by use of the Services, as well as any content that Customer transfers to LINK.

"Effective Date" means the date of the last signature on the Front Page to the Agreement.

"End-User" means any authorized subscriber of any Mobile Service, through an Operator's network, to which LINK is connected in any way.

"LINK Platforms" (or Platform) means the electronic communications services operated by LINK that enables Customer to supply its service over an Operator's mobile telecommunication network.

"Message" means a message comprising numerals and/or text and/or audio and/or videos and or other medias as applicable, which is composed by Customer and/or an End-User and conveyed through the LINK Platform to an End-User or composed by an End-User on its mobile handset and conveyed through Operators' networks via the LINK Platform.

"Operator" means any telecommunication operator, aggregator, Internet Service Provider (ISP), or OTT messaging application provider connected through the LINK Platforms.

"Party" means LINK signing entity (hereafter "LINK") and Customer referred individually, and collectively referred as the "Parties";

"Services", means access right to the LINK Platforms allowing Customer to send, receive and/or circulate any Message over Operator's mobile telecommunication network or other applicable network to/from End-Users of Customer's choice, including conversational engines and other added or related services as described in the applicable Service Order.

"Service Order" means the written order for one or several Services, signed by both Parties.

"User" means individuals who have been authorized by Customer to log in and use the Services on Customer's behalf.

4. Requirements for use

The Customer accepts and agrees that all use of Services is subject to the following:

- a) Customer accepts and agrees that Regardless of relations between Customer and third parties, hereunder contractors, the Customer shall be considered sole sender of the Messages incoming from the Customer's account.
- b) the Customer shall ensure that before any Message is sent or any Content is made available, all necessary rights, authorizations, licenses, consents, and permissions have been obtained or granted in accordance with applicable law.
- c) Customer shall not use the Services for sending unsolicited messages as such messages may constitute breach with applicable legislation or Operator policies.

- d) The Customer shall use the Services in accordance with the policies from applicable Operators, and any user instructions and other policies and guidelines provided by LINK.
- e) Customer shall not allow the Service to be used for communication through unregulated channels (such as P2P).
- f) The Customer is responsible for ensuring that Customer content is (i) free from any viruses, Trojan horses, worms or other detrimental code, (ii) in the agreed format, and is (iii) unable to affect or jeopardized the Services delivered by LINK or LINK's sub-contractor's infrastructure, system, network, services or other customers.
- g) The Customer shall ensure that Users comply with this Agreement. In any case, Customer is entirely liable for User's acts and omissions.
- h) The Customer shall ensure that account information, including passwords, other logon information and all activity related to the Customer's use of the Service, are kept and treated as confidential information under this Agreement. If account information is made available to third parties, or the Customer becomes aware of anything else that may jeopardize the security and integrity of the Service, the Customer shall immediately change such account information and notify LINK.
- i) The Customer shall keep complete and accurate records to permit an accurate assessment of the Customer's use of the Service and compliance with the Agreement and the Service Order(s).

5. Temporary Suspension

LINK may, without notice and with immediate effect, Suspend the Customer's access or use of the Services, if a) LINK has due cause to suspect that the Customer's use of the Services is in conflict with the GTCs, the Agreement or applicable law, b) if the Service or LINK's technical infrastructure may be jeopardized, or c) if LINK receives a written injunction etc. from a third party, e.g. a mobile operator or public authorities, requiring such termination or suspension.

In case of non-payment, LINK reserves the right to suspend the Service, if the outstanding payments have not been settled within five (5) business days after receipt of notice thereof from LINK. LINK shall as soon as possible notify the Customer of such Suspension, the reason therefore, the likely duration and other information that the Customer may reasonably request. Suspension due to the above, does not exempt the Customer from its obligation to pay all amounts due under the Agreement for the remainder of the Term.

6. Time of delivery

The Customer will receive credentials allowing to use the services, including login, password. If Customer has not reported defects in written notice within 14 days, the Services are considered to be delivered and accepted by Customer.

7. Service levels

LINK will allocate sufficient and necessary competence in order to ensure its performance under this GTC and the Agreement and will provide the Services with due care and skill.

The Service Availability shall be 98% based on the preceding twelve (12) months for the Services. The Customer is not entitled to compensation or damages due to reduced Service Availability. If the Service Availability is less than 98% based on the twelve (12) preceding months, the Customer is entitled to terminate the Agreement with immediate effect. The Customer is however not exempted from the obligation to pay in full for all actual use of the Service.

Further specification about Service level can be found in the SLA.

8. Support services

The Services include Support Services. Unless differently agreed in Service Order, the following applies:

Customer can contact LINK support per email or phone on Mondays to Fridays during business hours. Any support inquiries shall be directed to the number or email stipulated at the Front Page by designated Customer representatives.

Unless agreed in writing, LINK does not provide Support Services between 16:00 and 08:00, on local public holidays or in weekends. Support Services in these periods may be provided as a payable service and invoiced Customer at LINK's hourly rates.

The Customer shall ensure that it has an adequate number of Super Users, and that the Super Users use reasonable efforts to solve any issues before requesting Support Services. If the issue at hand could have been solved by a Super User with reasonable efforts and skills, LINK has a right to invoice Customer per commenced hour of work for the Support Service provided.

Error reports shall always be provided to LINK in writing. If the error is critical, the Customer shall also contact LINK by phone. Customer is obligated to give LINK immediate notice if the Customer discovers that a reported error does not relate to the Service provided by LINK.

The Customer shall at the Front-Page designate contact persons who will use the Support Service. LINK shall have no obligation to provide support, by any means, to any entity or individual other than as specified in the Agreement.

Customer hereby understands and accepts that parts of the Support Services may be provided to the Customer by LINK, or by a LINK Affiliate. LINK shall remain solely responsible for the delivery of the Support Services to the Customer. In cases where such provision of Support Services requires Data Processing Agreement to be in place with the applicable LINK Affiliate, LINK will ensure that it is in place before processing.

9. Payment

9.1. Fees

The Parties have agreed on fees for the Services as specified in Service Order or other attachment to the Agreement.

All prices are exclusive of VAT and other taxes, which will be invoiced in accordance with the current rates and rules.

Where a withholding tax is levied by virtue of the source country's law regarding the sums due to LINK under this Agreement, Customer shall increase the sums paid to LINK so that the amount LINK receives after the deduction of withholding tax corresponds to the full amount LINK would have received if no withholding or deduction had been made.

9.2. Invoicing

Establishment fee will be invoiced upon signature of this Agreement, or as otherwise agreed between the Parties.

User charges (traffic fees), other recurring fees and Support Services will be invoiced monthly. Monthly fees will be invoiced at the beginning of each month, together with any user charges from the previous month.

Invoices fall due within 14 days of the date of the relevant invoice issued by LINK, unless otherwise agreed.

If possible, depending on local regulations, invoices will be submitted to Customer in an Electronic Trading Format (EHF). Otherwise, invoices will be submitted by email or ordinary mail.

LINK reserves the right to add an invoice charge as set out in the applicable price list.

9.3. Invoicing principles for SMS

Any text message above 160 characters, or 70 characters in case of use of special characters which requires use of Unicode, will be divided into several partial messages. The

Customer will be invoiced full unit price for each partial message.

SMS Gateway requires that Customer or Customer's systems authenticate against the Services before submittal of a text message. Messages will be invoiced Customer upon correct authentication when the message is attempted delivered to a mobile operator or aggregator.

9.4. Additional cost for rerouting

In case of Operator downtime, Messages will, if possible, be rerouted to an alternate route. In case of such rerouting, LINK is entitled to invoice the Customer additional cost per Message for rerouting.

9.5. Deposit

As security for LINKs outstanding accounts under the Agreement (e.g. incurred user charges) a deposit will be charged Customer. The deposit shall normally amount to three (3) months estimated use of the Services, but the amount will depend on customer type, credit rating and usage. Deposit is exempt from VAT, but if the deposit is used to settle outstanding fees, VAT will incur.

Upon termination of the Agreement, the deposit shall be credited and refunded to Customer, provide that LINK has received full payment of its outstanding accounts. The deposit will be deposited on LINKs regular bank account, and Customer will not be credited with interest.

9.6. Price adjustments

Price adjustments due to an increase in prices from operators/subcontractors or changes in the foreign exchange rates may be effectuated by LINK after thirty (30) days' notice. Prices will be subject to annual adjustment equivalent to the increase in the labor cost index. Other price adjustments shall be notified in writing to Customer at least thirty (30) days prior to effectuation of the price adjustment. If the increase exceeds an increase based on the labor cost index for the relevant period, the Customer may terminate the Agreement with effect from the effectuation of the price adjustment.

9.7. Interest on overdue payments

Any overdue payment under this Agreement is subject to interest at the highest current rate of the applicable statutory rules on interests on overdue payments.

9.8. Closing date for complaints

In order to comply with privacy legislation, LINK may delete or anonymize Personal Data processed in the Services three (3) months subsequent to submittal of the invoice for the relevant processing. Any questions to the concrete invoice or processing of Personal Data shall therefore be submitted to LINK no later than two (2) months following the invoice date.

9.9. Invoicing company

Invoicing may be performed by LINK or by a LINK Affiliate. For such cases, LINK confirms that Customer's payment of an invoice referencing a specific Service Delivery Agreement, will be correct payment under the applicable Agreement.

10. **Marketing and branding**

LINK may use Customer's trademark or other features in connection with marketing only after having obtained, in each case, written consent from the Customer as regards form, content and platform of the marketing.

11. **Reporting and audit**

LINK has the right to perform audits of the Customer's books and records, to interview relevant Customer representatives, and accessing the Customer's services, products, content and/or hardware, to validate that the Customer's use of the Services is compliant with the Agreement and the Service Order(s).

If an audit reveals non-compliance by the Customer, the Customer shall remedy such breach within undue delay and in

any case within thirty (30) days' after receipt of notice from LINK. Such remedy shall be without prejudice to any other rights or remedies applicable under the Agreement.

12. **Intellectual property rights**

12.1. The Customer's Intellectual Property Rights

All Intellectual Property Rights belonging to the Customer as of the Effective Date, and all rights, title and interest to existing technology, products and works of the Customer and all accompanying and associated materials as of the Effective Date shall remain exclusively with the Customer or the Customer's licensor.

All rights to the Customer Content remain with the Customer or the Customer's licensor. Unless agreed for specific Services, no transfer of Customer Content shall take place by Customer's Content being uploaded or otherwise provided by Customer's use of the Services.

The Customer grants LINK the right to use such Customer content to fulfil LINK's obligation towards the Customer under the Agreement.

12.2. LINK's Intellectual Property Rights

All Intellectual Property Rights belonging to LINK as of the Effective Date, and all rights, title and interest to existing technology, products and works of LINK and all accompanying and associated materials as of the Effective Date, including, but not limited to, such rights to the Services shall remain exclusively with LINK or LINK's licensors.

All right, title and interest in and to Intellectual Property Rights in the Service and any other deliverables by LINK to the Customer shall remain exclusively with LINK or LINK's licensors.

12.3. Indemnification by LINK

LINK will settle and/or defend at its own expense and indemnify the Customer against any cost, loss or damage arising out of any claim, demand, suit or action brought against the Customer to the extent that such claim, demand, suit or action is based on a claim that the Services infringes upon any Intellectual Property Rights of any third party, provided that:

- a) the Customer promptly informs LINK in writing of any such claim, demand, action, or suit; and
- b) LINK is given control over the defense or settlement thereof and that Customer cooperates in the defense or settlement.

If a claim, demand, suit, or action alleging infringement is brought against LINK, or LINK believes one may be brought, LINK shall have the option at its expense to:

- (i) modify the Services to avoid the allegation of infringement, while at the same time maintaining substantial compliance with the Agreement.
- (ii) obtain for the Customer at no cost to the Customer a right to continue utilization of the Services in accordance with the Agreement free of any liability or restriction; or
- (iii) if neither of the previous options are commercially feasible in LINK's reasonable opinion, LINK may terminate the Agreement immediately upon notice to the Customer.

LINK shall have no responsibility for claims arising from:

- a) modifications of the Services by the Customer or any third party.
- b) combination or use of the Services with Customer or third-party hardware or software not supplied by LINK if such claim would not have arisen other than for such combinations or use.
- c) LINK's modification of the Services in compliance with written specifications provided by the Customer.
- d) use of other than the latest version of the Services provided to the Customer by LINK if the use of the latest version would have avoided the infringement.

- e) use of the Services outside the scope of the rights granted to the Customer in the Agreement; or
- f) a third party alleging that the Customer abuses, violates or in any other way infringes upon any Intellectual Property Rights of such third party relating to third party technology or third-party content included in the Services.

The provisions in this section 12.3 state the sole liability of LINK and the exclusive remedy of the Customer in connection with a claim for infringement of a third party's Intellectual Property Rights.

12.4. Indemnification by the Customer

The Customer shall indemnify LINK against all damages, claims, costs, losses and expenses because of a third party claiming that the use by the Customer of any derivative work created by the Customer by using the content of, or the Services constitutes an infringement of their Intellectual Property Rights.

13. Breach of contract and limitation of liability

13.1. Breach of contract

Non-compliance with a Party's obligations under the Agreement shall constitute a breach of contract.

The Liable Party shall at its own cost remedy the breach without undue delay.

Each Party shall remain fully responsible for the acts and omissions performed by its sub-contractors, employees, officers and agents as for its own acts and omissions. For avoidance of any doubt, LINK shall not be liable for acts/omissions of Operators.

The Liable Party shall compensate the suffering Party's economic loss caused by the breach of the Agreement, within the limitations set out in section 13.5.

13.2. Notification of breach

Customer must notify LINK of a breach of contract as soon as possible and no later than seven (7) days after the incident claimed to constitute a breach occurred.

13.3. Warranty disclaimer by LINK

The Services are provided "as is". To the extent permitted by law, LINK disclaims all warranties, either expressed or implied, statutory or otherwise, including without limitation warranties of functionality, fitness for a particular purpose or non-infringement.

LINK does not warrant that the Services will be error-free, that the use of the Services will be uninterrupted or error-free, or that the Services do not contain any viruses. The Customer accepts and agrees that messages may not reach the intended recipient, and that the Customer carries all risks related to the use of the Service.

13.4. Warranty by the Customer

The Customer warrants that it will use the Services in compliance with the Agreement, and that all information and content distributed, displayed or otherwise communicated or made available by the Customer's use of the Service at all time shall be compliant with applicable law and Operators' regulations.

The Customer shall indemnify LINK against all damages, claims, costs, losses, and expenses because of its use of the Services in breach with law. Specifically, the Customer shall indemnify LINK from damages due to Customer's breach with its obligation not to send unsolicited messages in breach with applicable legislation. In cases where LINK is subject to fines or liquidated damages from operators or public authorities due to Customer's use of the Services in breach with law or Operators' regulations, such fines or liquidated damages will be invoiced Customer.

13.5. Limitation of liability

Neither Party shall be liable to the other Party for any indirect, consequential, special, exemplary or punitive damages (including damages for loss of data, revenue, and/or profits), whether foreseeable or unforeseeable, arising out of this agreement regardless of whether the liability is based on breach of Agreement, tort, breach of Warranties or otherwise, and even if the Party has been advised of the possibility of those damages.

The limitation above shall not apply to damages attributable to (i) breaches of section 14 (Confidentiality), (ii) damages attributable to gross negligence or intentional misconduct, (iii) the Parties' liability pursuant to section 12 (Intellectual Property Rights), (iv) damages attributable to the Customer's use of the Service or content in the Service contrary to terms and conditions of third party providers or (v) Customer's breach of section 13.4.

LINK shall not be liable to the Customer, the Users, or any other third party for.

- a) errors or delays that are outside LINK's reasonable control, including general internet or line delays, power failure or faults on any machines and/or networks; or
- b) errors caused by the Customer's systems or actions, negligence or omissions, which shall be the sole responsibility of the Customer.

Neither Party's total aggregate liability to the other Party will exceed the fees paid by Customer in the period of 12 consecutive months prior to the date the Claim arose, excluding operator fees for Customer's message transactions.

14. Confidentiality

14.1. Confidentiality obligation

The Parties shall not use or disclose to any person, neither during nor after the Term, any Confidential Information, except for purposes consistent with the administration and performance of a Party's rights or obligations under this Agreement, or as required by law or regulations.

The Parties shall treat as confidential, maintain, keep and protect Confidential Information concerning the other Party with a degree of care at least equivalent to the protection of its own Confidential Information.

14.2. Exceptions

Confidential Information shall not include information.

- a) already in the possession of the receiving Party without an obligation of confidentiality.
- b) rightfully furnished to the receiving Party by a third party, other than any third party relevant under this Agreement, without a breach of any separate nondisclosure obligation; or
- c) already publicly available without breach of the Agreement.

15. Term and termination

15.1. Term

The Agreement shall commence upon the Effective Date and continue for an Initial Term. The Agreement shall thereafter continue in force until terminated by providing no less than three (3) months written notice or as otherwise stipulated in the relevant Service Specific Terms.

15.2. Termination for cause

Either Party may terminate the Agreement if the other Party is in material breach of the Agreement and if such breach continues unremedied for a period of thirty (30) days after the Party in breach has been notified of such breach by the other Party. The Agreement may be terminated by LINK if the Customer fails to make any payment hereunder when due and such failure to pay continues unremedied for a period of thirty (30) days after being notified of such non-payment.

Either Party may terminate the Agreement upon written notice to the other Party if the other Party becomes insolvent or is unable to pay its debts as they fall due or goes into liquidation either voluntarily or as required by law.

15.3. *The Parties' obligations upon termination*

Before termination of the Agreement, Customer shall be given sufficient access to data transferred to LINK's systems in the course of the Customer's use of the Services, in order to retrieve such data before termination date. If Customer requires additional access or transfer following termination, LINK may provide limited access to such data for 30 days following termination, upon request. After the expiry of this period, LINK will delete the Customer's data.

16. Independent contractors

The relationship between the Parties arising from the Agreement shall not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing the Agreement. Nothing in the Agreement shall be construed to limit LINK's marketing or distribution activities or LINK's right to sell, license or provide the Services to any third party.

17. Changes to the services

LINK reserves the right to make adjustments and changes to the Services with reasonable notice to the Customer.

18. Assignment

LINK may, either partly or in whole, assign its rights and obligations under the Agreement to an Affiliate without prior written consent from Customer. For the avoidance of any doubt, the Customer accepts such assignment, and no further statement of consent shall be needed by the Customer.

Any other transfer or assignment may not take place without the other Party's prior written consent, which shall not be unreasonably withheld.

Notwithstanding the foregoing, access to the Services for Customer's affiliates may be agreed in Service Order, provided that the Customer remains fully responsible towards LINK.

19. Force Majeure

In no event shall either Party be liable to the other for any delay or failure to perform hereunder when such delay or failure to perform is due to causes beyond the reasonable control of said Party including, but not limited to, government restrictions, exchange or market rulings, strike, sabotage, network disruption of any Operator network or internet service, electrical power shortages, epidemic, flood, earthquake, fire, other natural disaster. In such an event, the Parties agree to use commercially reasonable efforts to resolve the delay or failure to perform.

To invoke the provision of this Article 19, the Party claiming a force majeure event shall inform the other Party in writing, within five days of its occurrence.

If force majeure prevails for a continuous period of more than two months, any Party may terminate this Agreement by giving fourteen (14) calendar days' prior written notice to the other Party.

20. Notices

Any notice, request and other communication to be given or made under the Agreement shall be in writing (hereunder e-mail) and shall be deemed to have been duly given or made when it is delivered by hand, mail or email at the other Party's address as set out on the Front Page.

In the event of change in the contact data, the respective Party shall notify the other Party in writing of the change no later than ten (10) calendar days before the change takes place. If the respective Party has not notified of the change in the manner set out herein, all notices served at the contact data set out on the Front page shall be considered validly served.

21. Changes after signing

Addition of Services, or changes to existing Services, during the term of the agreement requires a new Service Order to be signed in writing between the Parties, where additional fees may apply. The Customer may provide a change request to LINK, but no new Service Order shall be binding upon LINK until executed by both Parties.

Apart from price adjustments, LINK reserves the right to update or change these GTCs, upon notice to customer. The Customer is deemed to have accepted the amendments if no objection has been sent to LINK within 30 days from the notice.

Other changes to the Agreement shall take place in writing and shall be signed by both parties.

22. Governing law and venue

The Agreement shall be governed and interpreted under the laws of the country of the place of business of LINK (excluding its conflict of law principles).

Any dispute, controversy or claim arising out of or in connection with the Agreement shall be attempted to be settled through negotiations in good faith.

In the absence of an amicable solution any dispute, controversy or claim arising out of or in connection with this Agreement must be brought to the relevant court at the place of business of LINK.
