

InforUMobile SERVICE AGREEMENT

This is an Agreement for the provision of bulk SMS and complimentary solutions by InforUMobile to the Customer. The Service rendered is for a continuous period, unless terminated in accordance with the terms of this Agreement.

1. Definitions

- 1.1. "Customer" means the customer to whom InforUMobile has agreed to provide the services and whose details appear on the Account Opening Form.
- 1.2. "Account Opening Form" means the signup page as displayed on the InforUMobile website.
- 1.3. "Services" means any services provided by InforUMobile to the Customer on the Platform or through the website, whether paid or without charge.

2. The Services

- 2.1. InforUMobile provides a multi-channel digital communication platform for businesses. Inter alia, the platform includes an advanced interface for distributing SMS texts, building landing pages, creating surveys and registration forms. InforUMobile is renowned for its services, a field in which it has been active in the past 17 years. Among its 15,000 customers are included McDonald's, IBM, Sanofi, Sharp, Domino's Pizza and more.
- 2.2. Following are some of the Platform's characteristics: Internet-based interface, advanced and user-friendly, sending messages with attachments - PDFs and images, sending messages by API, advanced Survey builder, optout by return SMS or link, control over sending time and pace, management of smart distribution lists., message personalization, Icons and colourful emojis in messages, landing page creator with drag & drop interface, response by SMS mechanism, long messages concatenation (up to 1000 characters) on supporting networks, advanced reporting with indications upon receipt of messages at end devices, Support Center to assist with customer queries and requests.

3. Customer's Obligations

- 3.1. Customer hereby undertakes to adhere to Data Protection Laws and the data protection obligations more fully described in Schedule I (Data Protection Addendum available on <https://inforumobile.ie/ufags/schedule-1-inforumobile-data-processing-addendum/>) to this Service Agreement and any applicable laws when using this platform to send or manage messages or engage with SMS contacts. This includes obtaining prior, specific Consent from contacts to receive messages from the Customer where required. Customer undertakes to refrain from sending information in the messages or any content prohibited by law. Customer shall bear exclusive liability for the nature, style and content of all messages sent via the InforUMobile platform.

- 3.2. InforUMobile shall not be held liable for messages sent through the platform by Customer. This includes, but is not limited to, messages which are (a) unsolicited; or (b) contain content that includes spyware, viruses, worms, trojan horses, adware or other malware, or exposes the recipient to such programs in an indirect way, in which case we reserve the right in our sole discretion to prevent the transmission of any such message for security purposes; or (c) contain content deemed illegal; or (d) are offensive, abusive, threatening, indecent, menacing, misleading or discriminatory, or otherwise are intended to cause distress or upset to the recipients; or (e) contain copyright works, trademarks or other intellectual property without the written permission of the rights holder. InforUMobile reserves the right to suspend or terminate the Services in case of any violation of this clause 2.2 upon written notice to you.
- 3.3. Customer shall be responsible for keeping account and connection credentials secure and private. InforUMobile shall not be liable for any indirect, incidental, special or consequential damages arising from any intrusion of Customer's account or the unauthorized use of Customer's credentials, including (without limitation) loss of profits, loss of revenue, or interrupted communications.
- 3.4. Customer will be solely responsible for any harm, damage or loss caused to InforUMobile and/or to the mobile operators and/or to the recipient and/or to a third party, due to an act and/or omission connected with the Service that is attributable to Customer, its agents, subcontractors, affiliates, or any third parties, including in connection with the information provided under the Service and/or due to any act conducted contrary to the provisions of any law and/or to the provisions of this Agreement. To dispel any doubt, it is hereby clarified that the Customer will bear liability for the correctness of the information, its reliability and credibility. The Customer is hereby informed that the mobile operators shall not bear any liability towards the Customer and/or the subscriber and/or any third party, who may be bound under Services subject of this Agreement.
- 3.5. Without prejudice to either Party's rights under Schedule I (Data Protection Addendum), Customer undertakes to indemnify InforUMobile and/or to compensate it, within 5 days following its demand, for any expense which InforUMobile may have been required to cover and/or for any damages caused to it and/or any loss including special, indirect, evidential or consequential damages resulting from matters related to the Customer and/or to its activities, including due to violation of the provisions of this Agreement; due to sending messages that are contradictory to the content rules; and/or due to violation of the provisions of the law; and/or due to any expense billed from InforUMobile by the mobile operators on matters pertaining to the Customer; and/or due to any demand or claim by a third party in connection with the Customer or his activity. Said indemnification and compensation shall include any expense, including attorney fees, court expenses, fines, etc. The obligation to indemnify and/or compensate will remain in force even after the Agreement has been terminated, even if the expense was demanded and/or the damage was caused and/or was detected after termination of the Agreement, provided that it pertains to the Customer and/or to the Customer's activity during the Agreement period.

4. Message Length and Charges

- 4.1. 160 Characters sent will be considered as one message credit as per the applicable GSM encoding protocol. Longer messages (over 160 characters) will be automatically split and concatenated by InforUMobile. Each resulting part shall be charged as a separate message credit, the billing unit of which will be 157 characters (including the first message segment).
- 4.2. It is hereby clarified and agreed that all messages sent through the Platform are subject to payment, including if not received on the target device.
- 4.3. All charges are payable in advance and Customer cannot use the Services until Customer's payment has been received.

5. Quality of Service

- 5.1. Customer is hereby informed that the quality of Service depends on factors which are not under InforUMobile's control, *inter alia*, on it depends on mobile operators, the quality and nature of communication and mobile coverage, quality of end equipment, other services to which and/or from which the Service is conducted, and/or which provide their services on the network, failures of the electricity network, failures of computerized equipment, etc.
- 5.2. The mobile operators and/or InforUMobile and/or its owners and/or its managers and/or its employees and/or anyone on their behalf shall not be liable for any loss and/or expense and/or damage, including special, indirect, evidential or consequential damages which may be caused to the Customer and/or anyone on his behalf and/or to the recipient, whatever their cause may be, including as a result of supply or non supply of the Service, its limitation, suspension or disconnection, or its quality, and/or in connection to sending the SMS messages, their timing, contents and results and/or termination of the Service under the provisions of this Agreement. InforUMobile's liability under the provisions of this Agreement is limited to direct damages only, caused to the Customer only, as a result of violation of the provisions of this Agreement by InforUMobile and in any event the compensation amount due to damages under InforUMobile's liability shall be limited to the average monthly fee paid by the Customer to InforUMobile for Services received under this Agreement. This provision is without prejudice to each Party's obligations under the Data Protection Addendum or Data Protection Law (as defined in the Data Protection Addendum).
- 5.3. It is hereby agreed that in the event that an SMS message fails to reach its destination, including due to any cause mentioned in this clause, the Customer will not be notified of this fact and moreover non arrival of an SMS message at its destination and/or any distortion in the contents of the message, for any reason, will not exempt the Customer from payment for said message.

6. Contract Period and Termination of Service

- 6.1. InforUMobile is entitled to terminate the Agreement at any given time by issuing a 10 day advance notice to the Customer, in writing. The Agreement will remain valid as long as no notice has been received as to its termination. In the event of

termination of the InforUMobile Service, the Customer will be compensated for the relative part of the payment on messages not sent.

- 6.2. InforUMobile is entitled to disconnect and/or stop the Service to the Customer at any given time, upon demand by the mobile operators and/or in response to a court order and/or if required to do so by an authorized authority and/or under the provisions of the law and/or in the event that the Customer violates his obligations under this Agreement. InforUMobile shall not bear any liability for disconnection or termination of Service according to this clause and such disconnection or termination of Service shall not free the Customer from any of his obligations under this Agreement.

7. General Provisions

- 7.1. . The payment to cover the cost of messages is calculated by 160 character units. For instance: a 180 character message will be priced as 2 messages and a credit of 2 messages will be deducted from the total number of messages purchased by the Customer.
- 7.2. When sending messages exceeding the one-message unit defined by the mobile operators, billing shall be calculated according to the number of units actually sent, as appearing on InforUMobile's Platform message sending reports.
- 7.3. In the event of an imbalance between message statistics recorded by Customer and messages statistics recorded by InforUMobile, Customer shall notify InforUMobile within 7 days of the date that the imbalance refers to. InforUMobile shall investigate the reported imbalance and shall notify Customer as to whether an adjustment to Customer's balance is necessary. InforUMobile reserves the right to decline to investigate a message statistics imbalance reported after 7 days of the date that the imbalance refers to.
- 7.4. This Agreement and it alone, as updated from time to time, determines the terms and provisions applicable to Customer service provision; it revokes any Agreement, presentation or undertaking made, if at all, prior to its signing. Any change or addition to this Agreement shall be made in writing. Any postponement, extension, extenuation and/or delay in using the rights granted to InforUMobile under this Agreement and/or the law, shall not be perceived as a waiver on InforUMobile's part, unless explicitly provided in writing.
- 7.5. Any Records retained by InforUMobile and/or by the mobile operators, whether in writing, by machine, computer or any other device (including documentation of phone conversations between InforUMobile and the Customer), will serve as prima facie evidence to their contents.
- 7.6. Any Service rendered to the customer under this Agreement is personal and non transferable to another party, all or part thereof, whether in exchange for payment or otherwise, whether directly or indirectly.
- 7.7. For all purposes of the Agreement each Party shall be and act as an independent contractor and not as an employee, employer, partner, joint venture or agent of the other and shall not bind nor attempt to bind the other to any contract, liability or obligation of any kind.

- 7.8. The provisions of the Sections of this Agreement (to the extent that such provisions are capable of applying post-termination of the Agreement) as well as any accrued payment obligations under Section 3 (Message Length and Charges), shall survive any termination or expiration of this Agreement.
- 7.9. Neither Party will be liable for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including acts or omissions of government or military authority, acts of God, shortages of materials, telecommunications failures (including any systemic Internet failures and any interruptions in services of Internet or mobile service providers or operators), transportation delays, earthquakes, fires, floods, labour disturbances, riots or wars.
- 7.10. The authorized courts in Cyprus have exclusive jurisdiction for deliberating on the provisions of this Agreement and/or for implementing the Parties' undertakings according to the Agreement.
- 7.11. If any provision hereof should be held invalid, illegal or unenforceable in any respect in any jurisdiction, then, to the fullest extent permitted by law, (a) all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the Parties as nearly as may be possible and (b) such invalidity illegality or un-enforceability shall not affect the validity, legality or enforceability of such provision in any other jurisdiction.
- 7.12. Should Customer have questions that cannot be answered via the Support Center, Customer can submit a Support Request to InforUMobile's Customer Success Team via the platform Support Form. As well Customer can use the platform Chat option to receive online help or send an email request to serviceie@inforumobile.com.