

These **Terms and Conditions** are a binding Agreement between you (also referred to herein as "You" or "User" or "Users") and **Golden Telemedia Ltd** (referred to herein after as "Golden Telemedia Ltd", "GT Digital", "Us" or "We").

1. Scope of Agreement

Golden Telemedia Ltd shall provide access to its SMS Messaging Web-based platform and all its features to its users ('Users') to create and send their text messages (the "Services") under the conditions outlined below. By registering to our SMS Messaging Web-based Platform website www.goldentelemedia.com/themmapps (the "Website"), Users acknowledge and accept the terms herein specified. The Agreement is deemed enforceable as soon as Users' registration is complete and access to the SMS messaging platform is allowed.

2. Usage of Users Account

In the user is a natural person, he/she must be over 18 years old to use the Services and he/she must provide all true and full information, data and payment details upon registration to access and use our Services.

You represent and warrant that in case you are a natural person (not a legal entity) and in using the Services, you are acting for the purpose of your trade, business or profession.

2.1. Users' Account

Users are solely responsible for the account created, for their use of the Services ("Account"), all activities conducted in connection with their Account, and the accuracy of all information provided by or to them relating thereto, including without limitation, contact, technical and payment information, and the authorization to access and login (the "Credentials"), and for protecting and safeguarding the foregoing. Users will promptly (i) update any Account information if it changes, and (ii) notify us of any unauthorized use of their Account or Credentials, and any related security breach. Users will only connect to the Services through their Account and using only the names, passwords and other information provided to them or created in accordance with our policies.

2.2. Authorization and Authentication

After Users have completed the registration, an email confirmation is sent to them with instructions as to how to activate their account. We recommend changing the assigned password when first using the service; additionally, we urge Users to change the password regularly and take other appropriate measures to prevent misuse or theft of login information.

In case the registration is completed by a **Golden Telemedia Ltd** employee then an email will be sent to the Users by such employee or employees confirming the registration details and the access credentials (username and passwords).

2.3. Content and Monitoring

Users are solely responsible for all information, data, text, URL links, audio, photographs, graphics, video, messages or other materials stored or transmitted via the Services ("Content"), and such storage and transmission must comply with the Terms and Conditions. We may (but have no obligation to) monitor the use of the Services at any time, with or without notice.

2.4. Data Protection and Privacy

As noted above, Users are solely responsible for compliance with all applicable laws (including all privacy laws) in all applicable jurisdictions with respect to the Content and their use of the Services. Users acknowledge and agree to our Privacy Policy located at <http://www.goldentelemedia.com/themmapps/users/PrivacyPolicy.pdf> as updated by us from time to time.

Users grant us a royalty-free, worldwide, irrevocable and perpetual license to retain, store, use, and disclose the Content, their Account information, and Credentials (collectively, "Users' Data") solely: (i) in connection with our provision of the Services, (ii) for our internal purposes, (iii) to protect the operation of the Services, (iv) to create aggregated, anonymized data, including for usage statistics, and (v) to satisfy any legal, accounting or regulatory requirements. Both we and the Users acknowledge that for the purposes of the Directive 95/46/EC of the European Parliament and of the Council of 24/10/1995 and the Processing of Personal Data (Protection of the Individual) Law of 2001, its amendment (Law No. 37(I)/2003), Users are the Data Controller and Golden Telemedia Ltd are the data processor in respect of any of Users' Data that is governed by the Data Protection legislation ("Personal Data"). We will process the Personal Data only in accordance with Users' instructions from time to time and will not process the Personal Data for any purpose other than those expressly authorized by Users for the purpose of using the Services and accessing the platform.

2.5. Intellectual Property

Golden Telemedia Ltd respects the intellectual property of others, and we ask our Users to do the same. **Golden Telemedia Ltd** may, in appropriate circumstances and in its sole judgment, terminate the accounts of Users who violate the intellectual property rights of others.

The **Golden Telemedia Ltd** software, name and logo are the intellectual property of **Golden Telemedia Ltd**. All other trademarks that appear within the Website or the Services are the intellectual property of their respective owners.

Golden Telemedia Ltd does not transfer title to the Software or to the intellectual property to the Users. Users may not redistribute, sell, decompile, reverse engineer, disassemble, or in any other way manipulate the Software and/or the Services.

2.6. Changes

We reserve the right, in our sole discretion and with or without notice, to modify or update the pricing, features and functionality of the Services from time to time. Additionally, we may amend any terms referenced herein in our sole discretion, and such amendment will take effect immediately on the date we designate. Users are responsible to visit our SMS Messaging Web-based platform and review these terms and conditions from time to time.

3. Access, Delivery and Payment

3.1. Access to SMS Messaging Web-based platform

Golden Telemedia Ltd makes its best efforts to provide the Services on the Website 24 hours a day, 7 days a week, and 365 days a year. In order to use the Services, Users must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access. All fees are payable upfront, prior to credits being activated. In addition Users must provide all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device.

3.2. Delivery

Users acknowledge that the **SMS Messaging Web-based platform** delivers SMS messages via mobile telecommunications network operators and other SMS aggregators and can therefore only influence the delivery of the transmitted SMS messages within the technical constraints imposed by the above-mentioned providers. SMS messages submitted via SMS Messaging Web-based platform will be transferred to the designated mobile recipients within variable times as dictated by the congestion in the destination network, provided that the recipient's phone is

active with a valid subscription, switched on and located in an area covered by their subscribed mobile network provider. **Golden Telemedia Ltd** cannot be held responsible for issues beyond its control i.e. network failures/delays, carrier failures/delays, other technical failures etc. Users are charged immediately after Users submit the SMS messages for processing.

3.3. Payments Conditions, Fees and Pricing

Users have the option of choosing from two (2) available delivery packages:

- (a) Package consisting of routing and transmitting SMS messages via international mobile carriers/service providers in which case the charge per SMS credit shall be EUR 0.008 + VAT
- (b) Package consisting of routing and transmitting SMS messages via direct connectivity with local Cyprus mobile carriers in which case the charge per SMS credit shall be EUR 0.01 + VAT.

We reserve the right, at our sole discretion, to change the SMS Credit charges for the packages from time to time.

The minimum volume ordered shall not be less than 10.000 SMS credits.

All prices and fees are payable upfront or prepaid. Failure to pay for the SMS credits upfront will result in the suspension of the Services. Upfront payment or prepayment refers to a payment that is made in advance of the provision of the Services and within a reasonable time so as to allow **Golden Telemedia Ltd** to add the SMS credits to the Users' Account.

Upon receipt of full payment, **Golden Telemedia Ltd** undertakes to process Users' orders promptly unless such payment was made after working hours or on a weekend or Public/Bank holiday then your order will be processed on the next business day.

(a) Prepayment

You will pay for the Services at the applicable pricing determined by us or amended by us from time to time, including without limitation: (a) our charges for all SMS messages submitted by you using any delivery method irrespective of message delivery status, (b) our charges for any submitted HLR Lookup queries, (c) any service setup fees or recurring service fees, (d) any applicable payment processor transaction fees, (e) any applicable Tax (defined below), and (e) any training and support fees and other amounts payable hereunder (collectively, "Fees").

Unless otherwise stated in an invoice or order or herein, all Fees are payable in advance and you cannot use the Service until we have acknowledged receipt of payment. Fees will be paid by the method determined by us in our sole discretion.

We recommend that Users retain a copy of the transaction record covering payments made online using a credit or debit card. Payments made using credit or debit cards will be processed by JCC Internet Payment System and/or any other payment card capturer, clearer and settlement processor ("Payment Card Processor"). Payment shall be considered received by Golden Telemedia when the Payment Card Processor has authorized and cleared such payment or payments.

(b) Invoice Payment

For any amounts not subject to prepayment hereunder, you will pay all such amounts within the period stipulated in the corresponding invoice issued. You will not have a right of deduction or setoff in respect of Fees. Notwithstanding the foregoing, payment by bank transfer must be initiated by the creation of an invoice, which you must pay within the time period required by us.

For any invoice Users fail to pay by its due date, we may charge them a late penalty on the amount overdue each day it is overdue until it is paid, equal to the lesser of (a) the maximum legally permissible interest rate, and (b) an interest rate of five percent (5%). Users may dispute an invoice in good faith, but must do so within thirty (30) days of the invoice date, otherwise they will be deemed to have irrevocably waived all rights and claims concerning such invoice. We may withhold Fees in dispute until such dispute is resolved.

(c) Currency

We charge in Euros (EUR). All payments made via "JCC Payments Systems" will be converted to Euro and charged in Euro based on conversion rates updated each day. Currency exchange fluctuations may result in changes to the final amount charged and may affect the balance of SMS credits loaded into Users' Account. We are not responsible for any unfavourable currency exchange rates or charges. Payments received from you will be deposited as a currency balance in Euro (EUR) if any country other than Cyprus is selected as the account country during account creation. All charges will be deducted from this balance in the same currency. Every Service on an Account will deduct charges from the same balance.

(d) Balance

You will not earn interest on any SMS credit balance held with us. The SMS credit balance is not refundable or exchangeable for cash or cash equivalence should Users decide to close or deactivate their Account. Although we assume no obligation, we may, at our sole discretion,

deduct and offset from your balance any amounts that you owe to us under the Services or otherwise.

(e) How we Charge for Messages

We charge for each submitted message consisting of up to 140 bytes of payload data, after any applicable GSM encoding has been performed. Messages containing more than 140 bytes of payload data, after any applicable GSM encoding, will be automatically split and concatenated, and each resulting part will be charged for as a separate message. We charge variable message rates based on the choice of routing Users have selected for their Account, as determined by us. Message Fees will be deducted from your Account balance immediately upon message submission and all charges will be final.

Golden Telemedia Ltd may from time to time offer limited time "Free Trial" or similar promotions during which no transaction fees or free SMS credits or reduced transaction fees shall apply. Such promotions are intended for Users to test the capabilities of the Services and/or for casual, personal use only. During such promotions, all provisions of this Agreement shall remain in full force and effect.

(f) Credit Limits

We may extend (at our sole discretion) to you a credit limit, allowing your Account balance to fall below zero and therefore become negative. Credit limits are provided under the following terms, unless explicitly agreed otherwise: (i) Every payment made by you will return your Account balance to a positive currency balance, (ii) you will not operate your Account with a negative balance for more than what has been agreed in writing by us, and (iii) you will return your Account balance to zero or a positive amount upon request from us within seven (7) days

(g) Termination or Cancellation of Users Account

Users are free to terminate or cancel this Agreement at any time, and for any reason; provided, however, for such termination or cancellation to be effective, Users must carry out such termination in accordance with the policies and procedures established by **Golden Telemedia Ltd**. Any questions concerning the appropriate method by which to cancel this Agreement or close the Account should be addressed to info@goldentelemedia.com or Users may communicate with our Customer Support department (Monday-Friday between the hours of 09:00-18:00 hrs) at (+357) 22444411.

4. Acceptable Use Policy

This clause describes certain terms, requirements to use the Services, and prohibited uses of the Services. The examples described in this clause are not exhaustive.

(a) Services May Not Be Used for Message Abuse

You will not distribute, publish, send, or facilitate or permit the sending of unsolicited messages, promotions, advertising, or solicitations (such as "spam"), including commercial advertising and informational announcements that does not have the express permission of the end user.

(b) Services May Not Be Used with Illegal, Harmful, or Offensive Use or Content

You may not use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive. Prohibited activities or content include:

Illegal Activities.

Any illegal activities, including without limitation any violation of laws or regulations relating to privacy.

Harmful or Fraudulent Activities.

Activities that may be harmful to others, our operations or reputation, including offering or disseminating fraudulent goods, services, schemes, or promotions, or engaging in other deceptive activities.

Infringing Content.

Content that infringes or misappropriates the intellectual property or proprietary rights of others.

Offensive Content.

Content that is defamatory, libellous, obscene, abusive, invasive of privacy, or otherwise objectionable, including content that constitutes pornography.

Harmful Content.

Content or other computer technology that may damage, interfere with, intercept, or expropriate any system, program, or data, including viruses, Trojan horses, worms, time bombs, or cancel bots.

False Data and Undue Influence.

A message may not contain false information, including names or phone numbers. Any attempt to exploit undocumented features of an account or service, shall result in the immediate suspension of your account. You shall promptly repay Golden Telemedia Ltd for the full amount of the value of any improper gain, which shall be determined by Golden Telemedia Ltd .

Your use of the Services must comply with these Terms and Conditions, Applicable Laws, rules and guidelines, including those of relevant government bodies, regulators, Service Providers and industry associations. Golden Telemedia Ltd will not be held liable or responsible for any acts or omissions or otherwise occurring with Services that breach the Terms and Conditions or this clause.

(c) Services May Not Be Used in Connection with a Security Violation

You may not use the Services to violate or circumvent the security or integrity of any network, computer or communications system, software application, or network or computing device (each, a “System”), including without limitation accessing or using any System without permission, intercepting or monitoring data without permission, and falsifying transmission, termination or origination information regarding messages. Further, you may not facilitate the transmission or utilization of any viruses, worms, Trojan horses, or other code that might disrupt, disable, harm, erase memory, or otherwise impede the operation, features, or functionality of any System (or would permit a third party to do so).

(d) Services May Not Be Used for Network Abuse

You may not make network connections to any users, hosts, or networks unless you have permission to communicate with them, and you may not use the Services to impair or disrupt any users, hosts or networks, including through monitoring, crawling, denial-of-service attacks or any other interference.

(e) Services May Not Be Used for Competitive Purposes

You may not use the Services for services which are in direct competition with Golden Telemedia Ltd without prior written consent of the relevant party. This includes without limitation promotion of services for fixed or mobile telephony, for mobile couponing and for mobile messaging.

(f) Services May Not Be Used for P2P Messaging Without Permission

You may not deliver and terminate P2P traffic where your order does not expressly specify that such traffic is permitted. "P2P traffic" is traffic on the Services originated as an SMS on a handset and also terminates on a handset as an SMS.

Access to any particular Service is subject to preliminary and ongoing due diligence, review and audit by **Golden Telemedia Ltd** and its Service Providers, and you shall cooperate with such activities. **Golden Telemedia Ltd** may block any message at its sole discretion.

We reserve the right, but do not assume the obligation, to investigate any potential violation of this clause or misuse of the Services, and you shall provide your cooperation with such investigation. We may:

- i. Investigate violations of this clause or misuse of the Services; or
- ii. Remove, disable access to, or modify any content or resource that violates this clause or any other agreement we have with you for use of the Services.
- iii. We may report any activity that we suspect violates any law or regulation to relevant law enforcement officials, regulators, or other third parties. Our reporting may include disclosing customer information and data. We also may cooperate with appropriate law enforcement agencies, regulators, or other third parties to help with the investigation and prosecution of potentially illegal conduct by providing network and systems information related to alleged violations of this clause.

5. Term and Termination

The Term begins on your use of the Services, and continues until terminated (the "Term"). Either party may terminate the Term for convenience, immediately upon 30-day written notice, if no orders and/or payments are outstanding. We may terminate the Term for cause, immediately upon written notice to you, should you (a) file for bankruptcy or receivership or otherwise become insolvent, (b) not use the Service for a consecutive period of six (6) months or longer, or (c) breach the provisions of this Agreement and fail to cure such breach within ten (10) days of our notice of the same.

We may suspend all or any part of the Services if, in our sole discretion: (i) not doing so would have a detrimental effect on the Services or our provision thereof, or (ii) we otherwise find it necessary to do so in order to maintain or to protect our interests (including without limitation, any breach or potential breach of the conditions). In addition to our right to terminate or

suspend the Services, users acknowledge that we reserve the right to temporarily disable access to the Services (or any portion thereof) for maintenance purposes. We will attempt to notify Users of any scheduled maintenance before disabling access to the Services.

6. Warranties

Each party represents it has the necessary authority to enter into and perform the Terms and Conditions, and that such performance does not violate or breach any other agreement to which it is a party. Additionally, you represent and warrant that you will comply with all terms and that the Content and your use of the Services do not and will not cause any breach of these Terms and Conditions.

7. Disclaimer

Except as expressly stated in the Terms, we provide the Service on an "as is" and "as available" basis. We make no representations or warranties with respect to the Services and Users' Data, and we do not warrant that the Services will be secure, uninterrupted, timely, or error-free. To the fullest extent permitted by law, we disclaim and the Terms and Conditions excludes any implied or statutory warranty, including any warranty of title, non-infringement, merchantability or fitness for a particular purpose. You acknowledge that there are risks inherent in network connectivity that could result in the loss of your privacy, Data, Confidential Information and property.

You further acknowledge that **Golden Telemedia Ltd** does not control networks or third parties outside the Services - including without limitation service providers and their networks – and **Golden Telemedia Ltd** is not responsible for the impact on the Services by the action or inaction of such networks or third parties.

8. Certain Services

Certain Services are designed to help Users comply with various industry-related and regulatory requirements that may be applicable to them. However, you are responsible for understanding the regulatory requirements applicable to your business and for selecting and using those Services in a manner that complies with the applicable requirements.

9. Indemnification

(a) Indemnification by Us

We will indemnify, hold harmless and defend you from and against any and all losses, damages, liabilities, costs, expenses, fines and penalties (including without limitation reasonable legal fees

and costs) (collectively "Losses") arising out of or relating to any claim, action, demand, allegation or proceeding brought by any unaffiliated third party (collectively "Claim") arising from or relating to any proven infringement of the intellectual property rights of such unaffiliated third party by your use of the Services in accordance with the Terms. If we receive information about an alleged or potential infringement or misappropriation claim related to the Service, we may in our discretion (i) modify the Services so that it no longer infringes or misappropriates, (ii) obtain a license for your continued use of those Services in accordance with the Terms and Conditions. The above defence and indemnification obligations do not apply to a Claim relating to Users' Data or breach of the Terms and Conditions.

(b) Indemnification by Users

Users will indemnify, hold harmless and defend themselves from and against any and all Losses arising out of or relating to any Claim arising from or relating to (a) Users' Data, (b) Users' use of the Services, and (c) any breach of the Terms and Conditions by the Users.

(c) Exclusive Remedy

This clause states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in clause 10.

(d) Procedure

The indemnifying party's obligations under clause 10 are conditioned upon the indemnified party providing prompt written notice of a Claim. The indemnifying party will control the defence of the Claim, including any settlement, but will not settle any Claim without the indemnified party's prior written consent, not to be unreasonably delayed, unless such settlement releases the indemnified party from all liability relating to the Claim. The indemnified party will provide reasonable cooperation in connection with the defence of a Claim, and may participate in the defence at its own expense.

Clause 10 sets forth each party's exclusive remedy with respect to any Claims.

10. Limitation of Liability

Except as set forth in clause 11 below and notwithstanding anything to the contrary, neither party will be liable to the other in connection with the Terms and Conditions, regardless of the nature of the claim, for (i) any incidental or consequential damages, including lost profits or business opportunities, or any special or punitive damages, and (ii) any amount exceeding the lesser of either: (a) The Liability cap applicable to the affected Services; or (b) the total fees paid or payable to us by Users under the affected Services during the twelve (12) month period preceding a claim (or in case of a claim made after the Services ceased, then during the final

twelve (12) months that we provided the Services), even if informed in advance of the possibility of such damages. The above limitations will not apply to (i) either party's indemnification obligations or (ii) your payment obligations.

11. Confidentiality

Each party will, during the Term and thereafter, maintain in confidence the Confidential Information of the other party and will not use such Confidential Information except as expressly permitted herein. Each party will use the same degree of care in protecting such Confidential Information as such party uses to protect its own confidential information from unauthorized use or disclosure, but in no event less than reasonable care. Each party will use such Confidential Information solely for the purpose of carrying out its respective rights and obligations under the Terms. In addition, each party: (a) will not reproduce such Confidential Information, in any form, except as required to accomplish its rights and obligations under the Terms; and (b) will only disclose such Confidential Information to its affiliates, employees and consultants who have a need to know such Confidential Information in order to perform their rights and obligations relating to the Terms and have been informed of the obligation to preserve the confidentiality of such information prior to receiving such information. "Confidential Information" means all information disclosed (whether in oral, written, or other tangible or intangible form) by a party to the other party concerning or related to the Terms and Conditions (whether before, during or after the Term), which the receiving party knows or should know, given the facts and circumstances surrounding the disclosure of the information, is confidential information of the disclosing party. Confidential Information includes, but is not limited to, Users' Data, our pricing terms, our Fees, any order placed with us, documentation exchanged, the intellectual property rights of Golden Telemedia Ltd and the Services. Notwithstanding the foregoing,

Confidential Information will not include information that: (a) is in or enters the public domain without breach of the Terms through no fault of the receiving party; (b) the receiving party can reasonably demonstrate was in its possession prior to first receiving it from the disclosing party; (c) the receiving party can demonstrate was developed by the receiving party independently and without use of or reference to the Confidential Information; or (d) the receiving party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Either party may disclose Confidential Information of the other party to the extent required by law or Service Provider request.

12. Publicity

You hereby grant us a limited, non-exclusive, non-transferable, royalty-free, non-revocable, perpetual, non-sub-licensable license to display your trade names, trademarks, service marks, logos, domain names and the like for the purpose of promoting or advertising that you use or have used the Services, including on our website, in press releases and in other media.

13. Ownership

You retain all rights and ownership in your Data. We do not claim any ownership rights in Users' Data. Except for rights expressly granted herein, no implied licenses are granted by us, and we hereby reserve all rights not so granted. You acknowledge that we retain all sole and exclusive ownership of all right, title and interest in and to the Services and our Confidential Information (defined above), including all intellectual property rights thereto, and at no time will you dispute or contest our exclusive ownership rights in any of the foregoing. If you provide any ideas, suggestions or recommendations on the Services ("Feedback"), we will own such Feedback and may use and modify the Feedback without any restriction or payment to you.

14. Parties, Governing Law and Venue

You are entering into these Terms and Conditions with **Golden Telemedia Ltd** a company incorporated in the Republic of Cyprus under registration number HE55178.

These Terms and Conditions shall be governed by and interpreted in accordance with laws of Cyprus and the parties agree to the exclusive jurisdiction of the courts in Nicosia, Cyprus.

15. Notice

Golden Telemedia Ltd may provide all written notices hereunder to any email address under Users' Account, effective upon transmission. If an e-mail under your Account is not valid, or we for any reason are not capable of delivering to you any notices required/permited by the Terms and Conditions, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to us at the following address: **Golden Telemedia Ltd, P.O. Box 24688, CY-1302 Nicosia, Cyprus** and we may give notice to you at any postal/residential or physical address under your Account. Such postal notice will be deemed given when received by us by letter delivered by nationally recognized overnight delivery service or registered class postage prepaid mail at the above address.

16. General

Neither party will be liable for failures or delays in the performance of its obligations hereunder due to causes beyond its reasonable control. The parties are independent contractors, and there is no partnership, joint venture, employment, franchise or agency relationship created by the Terms and Conditions.

Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent. You may not assign any of your rights in

these Terms and Conditions, and any such attempt is void, but Golden Telemedia Ltd may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. A waiver of any provision of the Terms and Conditions must be made in writing to be effective, and our waiver of a breach of any provision or right contained herein will not constitute a continuing waiver or waive any subsequent breach or right.

If any provision of the Terms and Conditions is unenforceable, that provision will be modified to render it enforceable to the extent possible to affect the parties' intention, and the remaining provisions will not be affected. These Terms and Conditions will prevail in the event of a conflict with an order, unless the order intends and expressly states that the specific term supersedes the conflicting term contained in these Terms and Conditions.

These Terms and Conditions are the parties' entire agreement relating to its subject, and supersede any and all prior oral and written proposals, agreements, understandings and contemporaneous discussions between the parties as to the subject matter. The terms contained in any customer-issued purchase order or order form will have no force or effect, and will not be binding upon us. By registering or creating an Account with us, Users hereby acknowledge and accept the Terms and Conditions electronically which are deemed as original and legally enforceable.
