ZAFECONNECT CPAAS PLATFORM CUSTOMER TERMS OF SERVICE

Contracting entity: ZafeConnect ApS with registered office at Frydenlundsvej 30, 2950 Vedbaek, Denmark ("ZafeConnect", "we", "us" or "our").

By creating a customer profile through the Platform, ticking the required acceptance checkbox on the registration form, clicking to accept, signing or accepting an Order, accessing the Platform, or authorizing any person to use the Platform on Customer's behalf, Customer agrees to be bound by these Customer Terms. The individual completing registration represents that Customer is a duly registered business or organization, that the provided business identification information is accurate, and that the individual has authority to bind Customer. If Customer does not agree, Customer must not create an Account, access or use the Platform.

1. Definitions

"Account" means the ZafeConnect account, workspace, tenant, organization, project or similar environment created for Customer.

"Add-on" means any additional feature, module, connector, API capacity, usage package, professional service, integration, data package, premium support or other supplemental service purchased or enabled in addition to a Subscription Plan.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where control means ownership or control of more than fifty percent of the voting interests or the power to direct management.

"Agreement" means these Customer Terms, the applicable Order, the AUP, the DPA, Product Specific Terms, Documentation, the applicable pricing page, the Traffic Price List and any other terms expressly incorporated by reference, in each case as updated from time to time and made available through the Platform, the applicable legal page or ZafeConnect's website.

"AUP" means the ZafeConnect Acceptable Use Policy in Schedule 1, as updated from time to time.

"Business Plan" means a paid self-service subscription purchased through the Platform, by credit card or another payment method accepted by ZafeConnect, with subscription fees billed monthly in advance and traffic usage settled against Customer-funded prepaid Traffic Credit unless otherwise stated.

"Business Registration Number" means a valid, official and unique business, company, trade, VAT, tax, registration, CVR or equivalent identification number issued or recognized by the country, region, commercial register, tax authority or other competent authority where Customer, Partner or End Customer is registered.

"Customer", "you" or "your" means the duly incorporated, registered or otherwise legally recognized business entity, professional entity, sole proprietorship with a valid business registration, partnership, association, public body or organization that accepts this Agreement or on whose behalf the Agreement is accepted, and that provides a valid Business Registration Number or equivalent verification information. Natural persons may act only as authorized Users on behalf of a Customer and may not acquire the Platform as consumers or for private, household or personal purposes.

"Customer Application" means any software, application, workflow, bot, integration, website, product, service, communication, campaign, content or end-user-facing service that Customer builds, configures, connects to, runs on or uses with the Platform.

"Customer Data" means data, content, files, messages, communications, contact records, metadata, prompts, configurations, credentials, logs, personal data and other materials submitted to, transmitted through, stored in, generated by or made available to the Platform by or on behalf of Customer, its Users or Recipients, excluding Service Data.

"Documentation" means ZafeConnect's then-current technical, product, support, API, integration and policy documentation.

"Recipient" means any person or entity that receives, is contacted through, interacts with, or is otherwise the intended recipient of communications, content or workflows enabled by the Platform. Recipients are not Customers, End Customers or authorized Users of ZafeConnect unless they separately register or are registered as a business Customer or End Customer.

"Enterprise Agreement" means a separately signed master agreement, enterprise order form, statement of work or other written contract between ZafeConnect and Customer that expressly governs enterprise access to the Platform.

"Fees" means all fees, charges, usage charges, traffic charges, overage charges, Add-on charges, subscription fees, support fees, prepaid Traffic Credit funding obligations, amounts calculated by reference to the Traffic Price List, taxes and other amounts payable for or through the Platform.

"Free Plan" means a free, trial, developer, sandbox, evaluation, promotional or no-charge plan.

"Order" means an online checkout, order form, quote, purchase confirmation, subscription selection, renewal, statement of work, enterprise order, marketplace order or other ordering document accepted by ZafeConnect.

"Partner" means the duly registered business entity or organization invited by ZafeConnect and accepted by ZafeConnect into the partner program.

"Platform" means the ZafeConnect CPaaS platform, including software-as-a-service, platform-as-a-service, APIs, SDKs, dashboards, connectors, modules, workflows, communication channels, partner portals, documentation, beta features and related services.

"Product Specific Terms" means additional terms for specific modules, channels, integrations, APIs, beta services, regulated features, support tiers, data residency options or other Platform capabilities.

"Service Data" means operational, technical, usage, diagnostic, telemetry, billing, security, support, fraud-prevention and performance data relating to the Platform, including aggregated, de-identified or anonymized data derived from use of the Platform, but excluding Customer Data to the extent it identifies Customer or Recipients.

"Subscription Plan" means a Free Plan, Business Plan, Enterprise Plan or other plan made available by ZafeConnect.

"Subscription Term" means the period for which Customer is authorized to use a Subscription Plan.

"Traffic Price List" means the then-current list of unit prices, rates, tariffs, fees, carrier or network charges, channel rates, country rates, regional rates, pass-through charges, surcharges and related price information for traffic and usage made available under Customer's profile in the Platform, including in the billing or pricing area, or in another area designated by ZafeConnect, as updated from time to time.

"Traffic Credit" means the prepaid usage credit balance funded by Customer and applied by ZafeConnect to settle traffic usage, channel usage, carrier/network charges, pass-through charges, metered usage, usage-based Add-ons and similar usage-based Fees at rates determined in accordance with the Traffic Price List or applicable Order. Traffic Credit is not a bank deposit, stored-value account, e-money, gift card or cash balance; it does not accrue interest; it is not transferable; it may be subject to a minimum required prepayment or top-up amount; it has no ZafeConnect-imposed fixed upper maximum unless required by law, payment processor, sanctions, anti-fraud, credit risk, operational controls or Platform settings; and it is non-refundable except where mandatory law expressly requires otherwise.

"Third-Party Services" means products, services, networks, carriers, hosting providers, payment processors, app stores, marketplaces, models, APIs, telecommunications providers, messaging networks, social platforms, identity providers, data providers, integrations or other third-party offerings that interoperate with, are embedded in, are linked from, or are used to provide the Platform.

"User" means any employee, contractor, administrator, developer, agent, representative or other individual authorized by Customer to access the Platform.

2. Contract structure; precedence; partner and enterprise transactions

2.1 Agreement components. This Agreement is the complete online agreement for Customer's access to and use of the Platform unless Customer and ZafeConnect have signed an Enterprise Agreement. The Agreement includes the terms and policies referenced in it, whether made available through the Platform, on a legal page, on ZafeConnect's website, in an Order, through the Documentation or within the account creation or checkout flow.

2.2 Order of precedence. If there is a conflict, the following order applies, unless the applicable document expressly states otherwise: (a) a signed Enterprise Agreement; (b) the applicable signed Order or statement of work; (c) the DPA and any applicable mandatory transfer terms for personal data; (d) Product Specific Terms; (e) the Traffic Price List for traffic rates and usage pricing, subject to Section 5.5; (f) these Customer Terms; (g) the AUP and other policies; and (h) Documentation. Commercial terms in an Order apply only to that Order.

2.3 Enterprise customers. Enterprise customers contract under individually negotiated Enterprise Agreements outside the self-service Platform. If Customer uses the Platform before, during or outside the scope of an Enterprise Agreement, these Customer Terms apply to that use unless the Enterprise Agreement expressly supersedes them.

2.4 Partner transactions. If Customer purchases through a Partner, Customer's order, billing, support and procurement may be handled by the Partner. Customer's use of the Platform remains subject to these Customer Terms, the AUP, the DPA and the applicable Product Specific Terms. ZafeConnect is not responsible for a Partner's separate services, statements, pricing, refunds or failures unless ZafeConnect expressly agrees in writing.

2.5 B2B-only; no consumer accounts. The Platform is offered and licensed only to registered businesses, professional entities and other organizations with a valid Business Registration Number or equivalent unique identification number. The Platform is not offered to consumers, private individuals acting in a personal capacity, unregistered businesses, informal groups or entities that cannot be verified. Customer must not create or maintain an Account unless it satisfies this eligibility requirement. ZafeConnect may reject, suspend or terminate an Account if Customer fails verification, provides inaccurate information, ceases to be registered, lacks authority, or appears to be acquiring or using the Platform as a consumer.

2.6 Current online terms. The current version of these Customer Terms and incorporated online policies will be available on the Platform and/or ZafeConnect's website. Customer is responsible for reviewing the current terms before registration, at renewal, when purchasing Add-ons, and during continued use of the Platform.

3. Accounts; eligibility; authority; security credentials

3.1 Eligibility. Customer must be a duly registered business or organization in its country or region of registration, must provide and maintain a valid Business Registration Number or equivalent unique identification number, and must have full legal power to enter into this Agreement. Each User must be at least the age of majority in the User's jurisdiction and must access the Platform only on behalf of Customer. The Platform must not be used by children or for services directed primarily at children unless ZafeConnect has expressly approved the use in writing.

3.2 Self-service account information. Except for Enterprise customers contracting under a separate Enterprise Agreement, new Customers register themselves through the Platform and create their own Account, organization profile, administrator profile and billing profile. Customer must provide accurate, current and complete legal entity name, trading name if applicable, Business Registration Number, country or region of registration, registered address, tax/VAT information, billing information, security information, compliance information and contact information, and must keep it up to date. ZafeConnect may rely on the account owner, billing administrator and designated contacts as authorized representatives.

3.3 Click-wrap acceptance and authority. During account creation, the registering User must affirmatively accept these Customer Terms by ticking the required checkbox on the Platform registration form or using another acceptance mechanism designated by ZafeConnect. Account

creation will not be completed unless acceptance is recorded. Customer authorizes ZafeConnect to maintain acceptance evidence, including the accepted terms version, effective date, timestamp, Account details, User details, IP address, registration data and related audit records, and agrees that such records are admissible evidence of acceptance and authority to the maximum extent permitted by law.

3.4 Administrator responsibility. Customer is responsible for all acts and omissions by its Users, Recipients, Affiliates, Partners, contractors and anyone using Customer's Account, credentials, API keys, tokens or Customer Applications.

3.5 Credentials. Customer must protect passwords, API keys, private keys, webhooks, access tokens, certificates and other credentials. Customer must promptly notify ZafeConnect of any suspected compromise or unauthorized use.

3.6 Account controls. ZafeConnect may require multi-factor authentication, domain verification, identity verification, know-your-customer checks, sanctions screening, beneficial-owner information, tax information, brand verification, campaign registration or other compliance checks before providing or continuing access to certain Platform features.

3.7 No shared or misleading accounts. Customer must not create accounts using false information, impersonate another person or entity, create multiple accounts to evade limits or enforcement, or transfer an Account except as permitted by ZafeConnect.

3.8 Verification, rejection and deactivation. ZafeConnect may verify Customer's identity, business registration, authority, beneficial ownership, tax status, payment method, compliance posture and use case before or after activation. ZafeConnect may reject registration, restrict features, require additional information, suspend, deactivate or terminate the Account if verification is incomplete, inaccurate, outdated, misleading, fraudulent, prohibited by law or inconsistent with the B2B-only eligibility requirement.

4. Access rights; plan entitlements; Platform changes

4.1 Access right. Subject to this Agreement and payment of applicable Fees, ZafeConnect grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during the Subscription Term to access and use the Platform for Customer's internal business purposes and to operate Customer Applications as permitted by the applicable Subscription Plan.

4.2 Entitlements. Each Subscription Plan includes the features, usage limits, seats, workspaces, API capacity, storage, channels, support level and other entitlements stated in the Order, pricing page, Traffic Price List or Documentation. Traffic usage and other usage-based services require sufficient prepaid Traffic Credit and are charged at the applicable rates in the Traffic Price List, Order or other written agreement accepted by ZafeConnect. ZafeConnect may impose, update or enforce technical, commercial, compliance, risk, capacity or channel limits, including rate limits, message limits, fair-use limits, traffic restrictions, country restrictions and carrier restrictions.

4.3 Free Plan. A Free Plan is available only after Customer has completed self-service business registration, accepted this Agreement and added a valid payment card accepted by ZafeConnect or its payment processor. Free Plans are provided for evaluation, development, testing or limited use only, unless ZafeConnect states otherwise. During the applicable free period, the Free Plan may make the Platform, selected functionality and a limited amount of included channel-testing credit available without a subscription fee. Included credits are for functional testing of channels and Platform capabilities only, have no cash value, are non-transferable, non-refundable, may expire at the end of the free period or earlier if stated by ZafeConnect, and may not be resold, exchanged, used to avoid paid usage or applied outside the Free Plan. ZafeConnect may verify the payment card, perform authorization checks and charge the card if Customer upgrades, buys Add-ons, exceeds or uses chargeable usage outside included credits, fails to cancel before a paid conversion that Customer has accepted, or otherwise incurs Fees. Free Plans may be modified, throttled, suspended, terminated, disabled or discontinued at any time. Free Plans are provided without service level commitments, warranties, support commitments, service credits, indemnities or data retention guarantees, except where mandatory law requires otherwise.

4.4 Business Plan. Business Plans are paid monthly self-service subscriptions. They start when Customer completes self-service registration, selects the Business Plan, ticks the required acceptance checkbox and completes checkout or another Order accepted by ZafeConnect. Once Customer has accepted and registered its Account and Subscription Plan on the Platform, the Agreement is ongoing and the Business Plan renews automatically each month until terminated by either party in accordance with Section 17.

4.5 Enterprise Plan. Enterprise Plans are subject to individually negotiated Enterprise Agreements. Enterprise pricing, service levels, commitments, security, support, invoicing, data residency and custom legal terms apply only if set out in the Enterprise Agreement.

4.6 Platform evolution. ZafeConnect may update, enhance, add, remove, rebrand, reconfigure, replace, limit, suspend or discontinue features. For paid Business Plans, ZafeConnect will use commercially reasonable efforts to give prior notice of material discontinuation of a core paid feature, except where changes are required for security, legal, compliance, third-party provider, carrier, abuse-prevention or emergency reasons.

4.7 APIs and integrations. ZafeConnect may modify APIs, SDKs and integration requirements. Customer is responsible for monitoring deprecation notices and maintaining Customer Applications to remain compatible with the Platform.

4.8 No source code or hosted control. Customer receives access to the hosted Platform only. No ownership, source code, on-premises deployment, escrow, perpetual license or other rights are granted unless expressly stated in a signed Enterprise Agreement.

5. Fees; subscription billing; prepaid Traffic Credit; invoices; taxes; Add-ons

5.1 Billing model. For Free Plans, a valid payment card is required to activate the Account, but no subscription fee is charged during the applicable free period unless Customer upgrades, purchases an Add-on, incurs chargeable usage, exceeds included channel-testing credits or accepts a paid conversion. For Business Plans, subscription Fees are paid monthly in advance, and traffic usage is settled against Customer-funded prepaid Traffic Credit. Enterprise billing is governed by the applicable Enterprise Agreement.

5.2 Recurring card authorization. Customer authorizes ZafeConnect and its payment processor to charge Customer's payment card, wallet or other accepted payment method on a recurring basis for all Fees, including monthly renewals, Add-ons, Traffic Credit purchases or top-

ups, minimum Traffic Credit funding, paid conversions, usage outside included credits, taxes, chargebacks and amounts due during any notice period. Customer must keep payment information accurate and authorized.

5.3 Monthly subscription prepayment. Business Plan subscription Fees are payable monthly in advance for each monthly Subscription Term. The Agreement and Business Plan renew automatically each month until terminated by either party in accordance with Section 17. Termination, cancellation or downgrading does not refund the current month, any notice period, any Add-on commitments or any unused Traffic Credit, except where mandatory law expressly requires otherwise.

5.4 Traffic Credit and usage settlement. Customer must maintain a prepaid Traffic Credit balance for traffic usage and other usage-based Fees. ZafeConnect may set and update a minimum initial Traffic Credit amount, minimum top-up amount, low-balance threshold and auto-top-up settings through the Platform, checkout, billing area, pricing page or Documentation. ZafeConnect does not impose a fixed upper maximum on Traffic Credit funding unless required by law, payment processor, sanctions, anti-fraud, credit risk, operational controls or Platform settings. Usage is measured by ZafeConnect's records and deducted from Traffic Credit on an ongoing basis during the month, at monthly settlement or at another reasonable cadence. Usage is priced at the applicable rates in the then-current Traffic Price List at the time the relevant traffic or usage is sent, processed, delivered, attempted, reserved or otherwise incurred, unless an Enterprise Agreement or other written agreement accepted by ZafeConnect expressly states otherwise.

5.5 Traffic Price List; channel, network, country and regional rates. The Traffic Price List made available under Customer's profile in the Platform, including in the billing or pricing area, is deemed the initial and indicative price list applicable at the commencement of the Service for the relevant channels, networks, countries, regions, numbers, sender IDs, routes, features or usage categories. Due to the volatile nature of communications, carrier, network and regional traffic services, traffic prices may be adjusted at any time, upwards or downwards, including as a result of applicable law or regulation, regulatory fees, public authority requirements, changes in message or traffic purchasing costs, currency or settlement impacts, fraud or abuse prevention, supplier changes, pass-through costs, surcharges, route changes, number or sender ID charges, or tariff changes imposed by network operators, carriers, aggregators or other Third-Party Services. ZafeConnect may change the Traffic Price List at any time and without separate or individual notification to Customer. Unless an Enterprise Agreement or another written agreement accepted by ZafeConnect expressly provides different rules, Traffic Price List changes take effect immediately when made available on the Platform or otherwise implemented by ZafeConnect and apply to all traffic and usage incurred after the effective time of the change. Customer is responsible for reviewing the then-current Traffic Price List before sending or enabling traffic. If Customer does not accept a Traffic Price List change, Customer may terminate the Agreement in accordance with Section 17, but all subscription Fees, Add-on Fees, traffic usage, taxes and other Fees incurred or payable through the effective termination date and any notice period remain payable. Unless otherwise agreed in writing between the parties from time to time, the currency for all transactions under the Platform Agreement is Euro (EUR). All listed traffic prices are unit prices and are stated exclusive of VAT and other taxes, fees, surcharges and charges.

5.6 Add-ons. Add-ons may be one-time, recurring, usage-based, capacity-based or commitment-based. Add-ons renew with the related Subscription Plan unless terminated or changed under the same notice and termination terms that apply to the Agreement, or unless the Add-on terms state otherwise. Add-ons may be subject to additional eligibility, verification, setup, minimum commitments or Product Specific Terms. Customer remains responsible for all Add-on Fees and usage during the applicable notice period.

5.7 Failed payments. If a payment is declined, reversed, disputed, charged back or not received, or if Customer fails to fund or maintain required Traffic Credit, ZafeConnect may retry the payment method, request updated payment details, require prepayment or additional Traffic Credit, suspend access, reject, throttle or block traffic, reduce entitlements, disable paid features, charge reasonable collection costs, or terminate the Account. ZafeConnect may continue to charge the payment method for amounts due.

5.8 No refunds; unused Traffic Credit. Fees and Traffic Credit are non-cancellable and non-refundable except as expressly required by mandatory law or expressly stated in an Order. No refunds, credits or repayments are provided for partial months, unused features, unused usage, downgrades, inactive accounts, suspension caused by Customer, termination for cause by ZafeConnect, or remaining Traffic Credit or other credit balance at expiration or termination of the Agreement. Any unused or excess Traffic Credit at the end of the Agreement is forfeited and will not be credited, repaid, exchanged for cash, transferred or refunded, except where mandatory law expressly requires otherwise.

5.9 Currency; taxes; VAT-exclusive unit prices. Unless otherwise agreed in writing between the parties from time to time, the currency for all transactions under the Platform Agreement is Euro (EUR). All prices shown in the Platform, Traffic Price List, pricing page, billing area, Order or Documentation are unit prices and are exclusive of VAT, GST, sales tax, use tax, withholding tax, digital services tax, telecom fees, carrier surcharges, regulatory fees, duties and similar taxes, fees and charges, unless expressly stated otherwise. Customer is responsible for all taxes and charges, except taxes based on ZafeConnect's net income. If withholding is required, Customer must gross up payments so that ZafeConnect receives the amount it would have received without withholding, unless prohibited by law.

5.10 Invoices and billing disputes. Invoices, billing statements, usage statements, receipts, Traffic Credit movements and tax documents will be made available electronically under Customer's profile in the Platform, under the "billing" tab or another billing area designated by ZafeConnect. Customer consents to electronic invoicing, is responsible for accessing, downloading and retaining invoices, and must keep billing contact’s current. Customer must raise billing disputes in writing within ten days after the billing date or invoice availability date, with reasonable details. Undisputed amounts remain due. Failure to dispute within that period waives the dispute to the maximum extent permitted by law.

5.11 Subscription and Add-on price changes. Except for traffic rates, usage rates, pass-through charges, surcharges and Traffic Price List changes governed by Section 5.5, ZafeConnect may change self-service subscription prices, Add-on fees, minimum Traffic Credit amounts, top-up thresholds, overage fees, package entitlements and billing structures prospectively. For Business Plans, such changes apply at the next renewal, the next upgrade or downgrade, the next checkout, the next top-up or after notice through the Platform or by email, as applicable. Continued use after the effective date constitutes acceptance.

5.12 Chargebacks. Customer must not initiate a chargeback for valid Fees, valid Traffic Credit purchases or valid usage settlement. If Customer initiates a chargeback, ZafeConnect may suspend the Account, reject, throttle or block traffic, reduce entitlements and recover chargeback fees, collection costs and administrative costs to the extent permitted by law.

5.13 Credits. Service credits, promotional credits, Free Plan testing credits, Traffic Credit or usage credits are not cash, are non-transferable, may expire, may be revoked for abuse or non-payment, and may be applied only as stated by ZafeConnect. Traffic Credit is governed by Section 5.4 and Section 5.5 and is not refundable at expiration or termination except where mandatory law expressly requires otherwise.

6. Customer responsibilities; compliance; communications rules

6.1 Customer is responsible for use. Customer is solely responsible for Customer Data, Customer Applications, recipients, campaigns, message content, Recipient relationships, instructions, configurations, permissions, consents, opt-outs, compliance settings and the legality of Customer's use of the Platform.

6.2 Laws and industry rules. Customer must comply with all laws, regulations, sanctions, export controls, telecom rules, marketing rules, consumer protection laws, privacy laws, electronic communications laws, industry standards, carrier requirements and Third-Party Service terms applicable to Customer, Customer Data, Customer Applications and communications sent or received through the Platform.

6.3 Consent and opt-out. Customer must obtain, document and maintain all required consents, permissions and lawful bases before contacting any recipient or processing any personal data. Customer must provide clear sender identification, required disclosures, help information and effective opt-out mechanisms and must honor opt-outs, withdrawals of consent, do-not-call/do-not-contact requests and suppression lists promptly and in accordance with applicable law and industry rules.

6.4 Customer as sender. Unless expressly agreed otherwise, Customer is the sender, initiator, controller and content provider for communications sent through the Platform. ZafeConnect acts as a technology provider and does not determine recipients, message purposes or content.

6.5 Country and channel requirements. Messaging, voice, email, social, app, identity, payment, data and other channels may be subject to country-specific, carrier-specific, platform-specific or use-case-specific requirements, including registration, vetting, sender ID rules, templates, throughput limits, quiet hours, emergency restrictions, recordkeeping, local presence, tax, numbering and lawful interception requirements. Customer must comply with those requirements and provide information requested by ZafeConnect.

6.6 Customer Applications. Customer must ensure that Customer Applications are secure, lawful, transparent, accurately described, properly permissioned, and do not mislead Recipients or interfere with the Platform.

6.7 Recipient terms and notices. Customer must provide Recipients with legally sufficient terms, privacy notices, consent language and support channels. Customer must not state or imply that ZafeConnect is responsible for Customer's products or services.

6.8 Regulated data and high-risk use. Customer must not submit or process protected health information, payment card data, special category data, children's data, biometric data, government identifiers, criminal offence data, export-controlled data or other regulated data unless the applicable Subscription Plan, Product Specific Terms and required written agreements expressly permit it.

6.9 No emergency or life-safety use. The Platform is not designed for emergency calling, emergency alerts, public safety, medical emergency, life support, critical infrastructure, nuclear, aviation, military, autonomous vehicle or other high-risk uses unless expressly agreed in a signed Enterprise Agreement with appropriate product-specific terms.

6.10 Cooperation. Customer must promptly cooperate with ZafeConnect investigations, carrier inquiries, regulatory requests, abuse reports, security incidents, billing issues and compliance reviews.

7. Acceptable use; monitoring; enforcement

7.1 AUP. Customer must comply with the AUP in Schedule 1. The AUP applies to Customer, Users, Recipients and Customer Applications.

7.2 No general monitoring obligation. ZafeConnect does not undertake a general obligation to monitor Customer Data or Customer Applications. However, ZafeConnect may monitor, review, filter, scan, sample, block, throttle, quarantine, remove or disclose Customer Data or traffic where ZafeConnect reasonably believes this is necessary to operate the Platform, enforce the Agreement, comply with law or Third-Party Service requirements, prevent harm, protect security, investigate abuse or respond to complaints.

7.3 Moderation and decisions. ZafeConnect may use automated tools, manual review, threat intelligence, carrier feedback, abuse reports, anomaly detection and other methods to detect and address misuse. ZafeConnect may issue warnings, require remediation, restrict features, suspend users, block traffic, remove content, disable integrations, impose rate limits, terminate the Account or take any other reasonable enforcement action.

7.4 Illegal content notices. If the Platform stores or transmits information that a person believes is illegal, notices may be submitted to [abuse@zafeconnect.com] or another mechanism designated by ZafeConnect. Notices should identify the content, location, legal basis, complainant contact information and a good-faith statement. ZafeConnect may request further information before acting.

7.5 Appeals and reinstatement. Where required by law or where ZafeConnect offers an appeal process, Customer may request review of a moderation or suspension decision. ZafeConnect may deny reinstatement if Customer fails to remedy the issue, provide requested information or demonstrate future compliance.

8. Customer Data; privacy; data protection

8.1 Customer ownership. As between the parties, Customer retains all right, title and interest in Customer Data. Customer grants ZafeConnect a worldwide, non-exclusive, royalty-free license to host, copy, transmit, process, store, display, disclose and use Customer Data as necessary to provide, secure, support, improve, troubleshoot and operate the Platform; comply with Customer's instructions; enforce the Agreement; comply with law; and protect ZafeConnect, Customer, Recipients and third parties.

8.2 Customer instructions. Customer instructs ZafeConnect to process Customer Personal Data as described in the DPA, the Agreement, the Documentation, Customer's Platform configurations and Customer's lawful written instructions.

8.3 Customer compliance. Customer is responsible for the accuracy, quality, legality and integrity of Customer Data and for providing all notices, obtaining all consents and establishing all lawful bases required for ZafeConnect and its subprocessors to process Customer Data.

8.4 Privacy policy. ZafeConnect's Privacy Notice governs ZafeConnect's processing of account, billing, website, marketing and other personal data where ZafeConnect acts as controller. Customer must not rely on these Customer Terms as a substitute for its own privacy notices.

8.5 Data Processing Addendum. The DPA in Schedule 2 applies where ZafeConnect processes personal data on behalf of Customer. If Customer is subject to GDPR, UK GDPR, Swiss data protection law, CCPA/CPRA, LGPD, PIPEDA, PDPA, PIPL or other applicable privacy laws, the DPA supplements these Customer Terms to the extent applicable.

8.6 Service Data and improvements. ZafeConnect may collect and use Service Data for billing, analytics, security, fraud prevention, performance, support, product improvement, benchmarking, compliance, and development of new features. ZafeConnect may use aggregated, de-identified or anonymized data for any lawful purpose.

8.7 Backups and retention. ZafeConnect may maintain backups, logs and archival copies for security, continuity, legal and compliance purposes. Deletion from active systems may not immediately remove data from backups, but backup data will remain protected and be deleted or overwritten in accordance with ZafeConnect's retention practices.

8.8 Data export. During the Subscription Term and any retrieval period offered by ZafeConnect, Customer may export available Customer Data using Platform tools or documented APIs. Export scope, format and availability may vary by plan and feature.

8.9 No sale of Customer Data. ZafeConnect will not sell Customer Personal Data as the term "sell" is defined under applicable U.S. state privacy laws, except where Customer expressly instructs or applicable law treats Customer's use of certain integrations as a sale by Customer.

9. Security; shared responsibility; incidents

9.1 ZafeConnect safeguards. ZafeConnect will implement and maintain commercially reasonable technical and organizational measures designed to protect the Platform and Customer Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access. Measures may include access controls, encryption in transit, logging, vulnerability management, network protections, personnel confidentiality, backups and incident response.

9.2 Shared responsibility. Security is a shared responsibility. Customer is responsible for secure configuration, user access, identity provider settings, endpoint security, device security, API key protection, permissions, data minimization, backups outside the Platform, validation of webhooks, secure Customer Applications and prompt patching of integrations.

9.3 Security incidents. Customer must notify ZafeConnect promptly of any suspected vulnerability, credential compromise, unauthorized access, abuse or security incident involving the Platform. Customer must not publicly disclose vulnerabilities before ZafeConnect has had a reasonable opportunity to investigate and remediate.

9.4 Customer-caused incidents. ZafeConnect is not responsible for incidents caused by Customer's configurations, credentials, devices, networks, third-party integrations, Customer Applications, Recipients or failure to follow Documentation.

9.5 Security testing. Customer must not conduct penetration testing, vulnerability scanning, load testing or security research on the Platform without ZafeConnect's prior written authorization, except under a published security testing policy.

10. Third-Party Services; carriers; marketplaces; payment processors

10.1 Third-Party Services. The Platform may depend on or interoperate with Third-Party Services. ZafeConnect does not control Third-Party Services and is not responsible for their acts, omissions, availability, security, data handling, content, pricing or changes.

10.2 Pass-through terms. Customer must comply with all applicable Third-Party Service terms, policies and requirements. ZafeConnect may pass through charges, restrictions, suspensions, content filtering, registration requirements, audit requests and compliance obligations imposed by Third-Party Services.

10.3 Carrier and channel discretion. Telecommunications carriers, messaging networks, app platforms, social channels and identity providers may block, delay, filter, reject, throttle, surcharge, reclassify or require registration for traffic. ZafeConnect is not liable for such actions.

10.4 Payment processor. Card and payment details may be processed by a third-party payment processor. ZafeConnect does not store full payment card numbers unless expressly stated. Customer's payment method use may be subject to the payment processor's terms.

10.5 Marketplace purchases. If Customer purchases through a marketplace, marketplace terms may govern procurement, billing and cancellations. These Customer Terms continue to govern Platform use.

11. Intellectual property; restrictions; feedback

11.1 ZafeConnect IP. ZafeConnect and its licensors retain all right, title and interest in and to the Platform, Documentation, APIs, SDKs, software, workflows, models, templates, dashboards, interfaces, designs, know-how, algorithms, databases, Service Data, improvements, derivative works, trademarks and all related intellectual property rights.

11.2 No implied rights. Except for the limited access right in Section 4.1, no rights are granted to Customer by implication, exhaustion, estoppel or otherwise.

11.3 Restrictions. Customer must not, and must not allow any third party to: copy, sell, resell, rent, lease, sublicense, distribute, time-share or provide bureau services using the Platform; reverse engineer, decompile or attempt to derive source code; bypass usage limits or security

controls; remove proprietary notices; use the Platform to build a competing service; benchmark or publish performance tests without consent; interfere with the Platform; access the Platform except through authorized interfaces; or use the Platform in violation of the Agreement.

11.4 Customer IP. Customer retains ownership of Customer Applications and Customer Data, subject to ZafeConnect's rights to operate the Platform and the rights of Third-Party Services.

11.5 Feedback. Customer grants ZafeConnect a perpetual, irrevocable, worldwide, royalty-free right to use, modify, commercialize and incorporate feedback, suggestions, ideas, requests and recommendations without restriction or obligation.

11.6 Trademarks. Customer may use ZafeConnect marks only as expressly permitted in writing and in accordance with brand guidelines. All goodwill in ZafeConnect marks belongs to ZafeConnect.

12. Confidentiality

12.1 Confidential Information. "Confidential Information" means non-public information disclosed by one party to the other that is marked confidential or should reasonably be understood to be confidential, including technical, security, product, pricing, business, roadmap, financial, customer, partner and data protection information.

12.2 Obligations. The receiving party must use Confidential Information only to perform under the Agreement, protect it with at least reasonable care, and disclose it only to personnel, Affiliates, contractors, advisors and subprocessors who need to know it and are bound by confidentiality obligations.

12.3 Exclusions. Confidential Information does not include information that is publicly available without breach, already known without restriction, independently developed without use of Confidential Information, or lawfully received from a third party without restriction.

12.4 Compelled disclosure. The receiving party may disclose Confidential Information where required by law, court order or government authority, provided it gives notice where legally permitted and cooperates with reasonable protective measures.

12.5 Equitable relief. Unauthorized disclosure may cause irreparable harm for which monetary damages are inadequate. The disclosing party may seek injunctive or equitable relief without posting bond to the extent permitted by law.

13. Professional services; deliverables; integrations

13.1 Scope. Professional services are provided only if set out in an Order or statement of work. Unless expressly stated, professional services do not include legal advice, compliance advice, data migration guarantees, custom development warranties, managed services or ongoing support.

13.2 Customer cooperation. Customer must provide timely access, information, decisions, systems, personnel and approvals. Delays caused by Customer may extend timelines and increase Fees.

13.3 Deliverables. Unless an Order states otherwise, ZafeConnect owns all tools, templates, scripts, connectors, know-how, improvements, generic code and pre-existing materials used in or developed during professional services. Customer receives a limited right to use deliverables solely with the Platform during the Subscription Term.

13.4 Acceptance. Deliverables are deemed accepted when delivered unless Customer provides a written, detailed rejection within five business days identifying material non-conformity with the statement of work.

13.5 Third-party integrations. Customer is responsible for obtaining and maintaining third-party accounts, licenses, permissions and credentials needed for integrations.

14. Beta, preview and experimental features

14.1 Beta features. ZafeConnect may offer beta, preview, pilot, sandbox, experimental, evaluation or pre-release features. Beta features are optional, may be incomplete or changed, may be subject to additional terms, and may be discontinued at any time.

14.2 No commitments. Beta features are provided "as is" without warranties, indemnities, service levels, security commitments, support commitments or data retention commitments, to the maximum extent permitted by law.

14.3 Feedback and data. ZafeConnect may use feedback and Service Data relating to beta features to improve and commercialize the Platform.

15. Support; service levels; maintenance

15.1 Support. ZafeConnect will provide support according to the applicable Subscription Plan, support policy or Enterprise Agreement. Free Plans include no guaranteed support. Business Plans include standard support through the channels and hours stated by ZafeConnect. Enterprise support is governed by the Enterprise Agreement.

15.2 Maintenance. ZafeConnect may perform scheduled or emergency maintenance, updates and repairs. ZafeConnect will use commercially reasonable efforts to provide notice of scheduled maintenance where practical.

15.3 Service levels. Service levels, uptime commitments, response targets, service credits and related exclusions are governed only by ZafeConnect's then-current standard SLA, as publicly available on ZafeConnect's website and as updated from time to time. No other service level commitment, uptime commitment or service credit applies under these Customer Terms.

15.4 Exclusions. Service levels and support commitments exclude issues caused by Customer, Third-Party Services, carriers, force majeure, beta features, Free Plans, unsupported configurations, security incidents, emergency maintenance, misuse or suspension under the Agreement.

16. Suspension; protective measures; sanctions controls

16.1 Suspension rights. ZafeConnect may immediately suspend, restrict, disable or throttle Customer's Account, Users, traffic, Customer Applications, integrations or features if ZafeConnect reasonably believes that: (a) Customer has breached the Agreement; (b) Fees are overdue or Customer has insufficient Traffic Credit; (c) Customer Data or use violates the AUP, law, Third-Party Service terms or industry requirements; (d) use threatens security, integrity, availability, reputation or performance of the Platform or any third party; (e) use is fraudulent, abusive, excessive, unlawful, harmful or misleading; (f) continued service may expose ZafeConnect to liability, sanctions, regulatory action, carrier action or third-party claims; (g) Customer fails verification or provides inaccurate information; or (h) suspension is required by law, court order, regulator, carrier, payment processor, marketplace or other Third-Party Service.

16.2 Notice. ZafeConnect will use commercially reasonable efforts to provide notice and an opportunity to cure where practical, but may act without prior notice if required to prevent harm, comply with law or respond to urgent risk.

16.3 Remediation. Customer must promptly remediate the issue, provide requested information and certify compliance. ZafeConnect may condition reinstatement on remediation, verification, prepayment, deposits, reduced limits, additional contractual terms or other safeguards.

16.4 No liability. ZafeConnect is not liable for suspension, blocking, filtering, throttling, termination or removal undertaken in good faith under this Agreement.

16.5 Sanctions and export controls. Customer represents that Customer, its Affiliates, Users, beneficial owners, Recipients and any party acting through Customer are not subject to sanctions, are not located in embargoed or prohibited territories, and will not use the Platform in violation of sanctions, export controls, anti-boycott rules or trade restrictions. ZafeConnect may screen, block, reject, freeze, report, suspend or terminate activity to comply with sanctions and export controls.

17. Term; renewal; cancellation; termination

17.1 Term. This Agreement starts when Customer first accepts it through the Platform registration checkbox, checkout, Order, signature or use of the Platform and continues until terminated. Once Customer has accepted and registered its profile, Account and Subscription Plan on the Platform, the Agreement is ongoing. Each Subscription Plan continues for the applicable Subscription Term and renews as described in this Section unless terminated by either party.

17.2 Automatic renewal. Business Plans automatically renew monthly until terminated by either party in accordance with this Agreement. Customer must follow the termination process made available through the Platform, account settings or another method designated by ZafeConnect. A request submitted by Customer does not avoid charges that accrue during the required notice period.

17.3 Termination by Customer. Customer may terminate a Free Plan at any time by closing the Account, subject to payment of any Fees incurred. For a Business Plan, termination by Customer is subject to a notice period equal to the remainder of the then-current month plus thirty days, unless mandatory law or ZafeConnect expressly states a shorter period. The Agreement, Subscription Plan, Add-ons and chargeable usage remain active and payable during the notice period. Customer must pay all subscription Fees, Add-on Fees, traffic usage, overages, taxes and other Fees incurred or payable during the notice period and before the effective termination date.

17.4 Termination by ZafeConnect for convenience. ZafeConnect may terminate Free Plans at any time. ZafeConnect may terminate Business Plans for convenience on at least thirty days' notice, except that immediate termination may apply for legal, security, compliance, sanctions, third-party provider, platform discontinuation or abuse-prevention reasons. Unless ZafeConnect states otherwise, Customer remains responsible for Fees and usage incurred before the effective termination date.

17.5 Termination for cause. Either party may terminate for material breach if the breach is not cured within thirty days after written notice. ZafeConnect may terminate immediately for non-payment, failure to fund or maintain required Traffic Credit, AUP breach, sanctions/export breach, infringement, fraud, security risk, illegal activity, repeated suspension events, insolvency, invalid or unverifiable business registration information, loss of B2B eligibility, consumer or private use, lack of authority, or any breach that cannot reasonably be cured.

17.6 Enterprise termination. Enterprise termination rights are governed by the Enterprise Agreement. If the Enterprise Agreement ends, these Customer Terms continue to apply to any remaining Platform use.

17.7 Effects of termination. Upon termination or expiration: Customer's access ends; Customer must stop using the Platform; all unpaid Fees and all Fees incurred through the effective termination date become immediately due; ZafeConnect may apply remaining Traffic Credit to unpaid Fees; any unused or excess Traffic Credit or other credit balance is forfeited and will not be credited, repaid, exchanged, transferred or refunded except where mandatory law expressly requires otherwise; ZafeConnect may delete Customer Data after any applicable retrieval period; licenses granted to Customer end; and provisions intended to survive will survive.

17.8 Data retrieval. For paid Business Plans terminated by Customer under Section 17.3, ZafeConnect will make standard export tools for available Customer Data accessible during the applicable notice period where technically feasible and lawful, provided the Account is not suspended and Customer has paid all amounts due and maintains sufficient Traffic Credit for any chargeable export-related usage. ZafeConnect has no obligation to provide data export after the effective termination date or if the Account was terminated for unlawful use, security risk, sanctions, non-payment, insufficient Traffic Credit, or where export would violate law or third-party rights.

17.9 Survival. Sections relating to payment, taxes, Customer responsibilities, data processing as required, confidentiality, intellectual property, disclaimers, indemnities, liability limitations, audits, governing law, dispute resolution and miscellaneous provisions survive termination.

18. Warranties; disclaimers

18.1 Mutual authority. Each party represents that it has authority to enter into the Agreement and perform its obligations.

18.2 ZafeConnect limited warranty for paid services. For paid Business Plans, ZafeConnect will provide the Platform in material accordance with the Documentation under normal use. Customer's exclusive remedy for breach of this limited warranty is for ZafeConnect to use commercially reasonable efforts to correct the non-conformity or, if ZafeConnect cannot do so, to terminate the affected paid subscription and provide a pro-rated refund of prepaid unused subscription Fees for the affected period, excluding Traffic Credit, usage charges, pass-through charges and other non-refundable credit balances.

18.3 Disclaimer. Except as expressly stated, the Platform, Free Plans, beta features, Documentation, Third-Party Services and professional services are provided "as is" and "as available". ZafeConnect disclaims all warranties, conditions and representations, whether express, implied, statutory or otherwise, including merchantability, fitness for a particular purpose, title, non-infringement, accuracy, uninterrupted operation, error-free operation, security, deliverability, message completion, data preservation, compatibility and results.

18.4 No legal or compliance advice. ZafeConnect does not provide legal, tax, regulatory, security, privacy, marketing or compliance advice. Customer is responsible for obtaining its own advice and determining whether its use of the Platform complies with applicable requirements.

18.5 No guarantee of communications delivery. Delivery, receipt, speed, throughput, caller ID, sender ID, number availability, verification, routing and message acceptance depend on Third-Party Services, carriers, recipient devices, recipient settings, regulators and networks. ZafeConnect does not guarantee delivery or receipt.

18.6 No suitability for high-risk uses. The Platform is not warranted to be suitable for high-risk uses, emergency uses or regulated uses not expressly approved in writing.

19. Indemnification

19.1 Customer indemnity. Customer will defend, indemnify and hold harmless ZafeConnect, its Affiliates and their directors, officers, employees, contractors and licensors from and against all claims, damages, fines, penalties, losses, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or relating to: (a) Customer Data, Customer Applications or Recipient claims; (b) Customer's breach of the Agreement; (c) Customer's violation of law, privacy rights, marketing rules, communications rules, sanctions, export controls or Third-Party Service terms; (d) infringement or misappropriation by Customer Data or Customer Applications; (e) messages, calls, campaigns, consents, opt-outs or recipient complaints; (f) taxes or charges Customer is responsible for; or (g) use of the Platform by Customer, Users, Recipients or anyone using Customer's credentials.

19.2 ZafeConnect IP indemnity for paid customers. Subject to this Section, ZafeConnect will defend a paid Customer against a third-party claim alleging that the Platform, as provided by ZafeConnect and used in accordance with the Agreement, directly infringes a patent, copyright or trademark, or misappropriates a trade secret, and will pay damages finally awarded or settlements approved by ZafeConnect.

19.3 Exclusions. ZafeConnect has no indemnity obligation for claims arising from: Customer Data; Customer Applications; Third-Party Services; open-source components; modifications not made by ZafeConnect; combination with items not provided by ZafeConnect; use outside the Agreement; Free Plans; beta features; failure to use updates; or matters for which Customer must indemnify ZafeConnect.

19.4 Remedies for infringement. If the Platform is or may be subject to an infringement claim, ZafeConnect may procure the right to continue use, modify or replace the Platform, or terminate the affected subscription and refund prepaid unused subscription Fees for the affected period, excluding Traffic Credit, usage charges, pass-through charges and other non-refundable credit balances. This Section states Customer's exclusive remedy for IP claims.

19.5 Procedures. The indemnified party must promptly notify the indemnifying party, provide reasonable cooperation, and allow the indemnifying party to control the defense and settlement. The indemnifying party may not settle a claim admitting fault or imposing non-monetary obligations on the indemnified party without consent.

20. Limitation of liability

20.1 Exclusion of damages. To the maximum extent permitted by law, neither ZafeConnect nor its Affiliates, licensors or suppliers will be liable for indirect, incidental, special, consequential, exemplary or punitive damages; loss of profits, revenue, goodwill, business, opportunities, anticipated savings, data, use or reputation; service interruption; procurement of substitute services; or communications failure, even if advised of the possibility.

20.2 Liability cap. To the maximum extent permitted by law, ZafeConnect's total aggregate liability arising out of or relating to the Agreement, the Platform and all Orders will not exceed the Fees paid by Customer to ZafeConnect for the affected paid service in the twelve months before the event giving rise to liability. For Free Plans, ZafeConnect's total aggregate liability will not exceed EUR 100.

20.3 Exceptions. The cap and exclusions do not limit liability that cannot be limited under applicable law. Customer's payment obligations, Customer's indemnities, Customer's misuse of the Platform, Customer's breach of AUP, Customer's violation of law, Customer's infringement of ZafeConnect IP, and Customer's confidentiality obligations are not limited by Section 20.2.

20.4 Allocation of risk. The Fees reflect the allocation of risk in this Agreement. The limitations apply regardless of the legal theory and even if a remedy fails its essential purpose.

21. Publicity; customer references

Unless Customer opts out by written notice to legal@zafeconnect.com or an Order states otherwise, ZafeConnect may identify Customer as a customer and use Customer's name and logo in customer lists, investor materials, sales presentations and marketing materials in accordance with Customer's brand guidelines. ZafeConnect will not issue a press release or case study without Customer's prior approval.

22. Changes to terms and policies

22.1 Unilateral updates. ZafeConnect may amend, replace, supplement or update these Customer Terms, the AUP, Product Specific Terms, pricing terms, support policies, Documentation, plan entitlements, billing terms and other online terms from time to time, including to reflect product changes, legal requirements, Third-Party Service requirements, carrier requirements, security needs, abuse prevention, operational changes, commercial changes or new features.

22.2 No additional approval or individual notification. Except to the extent mandatory law or a signed Enterprise Agreement expressly requires otherwise, updates to online terms do not require additional approval, signature, confirmation or separate acceptance by Customer or any User, and ZafeConnect is not required to provide individual notice. The updated terms will be made available on the Platform and/or ZafeConnect's website, and may also be made available through account settings, checkout, legal pages, Documentation or in-product notices.

22.3 Effective date and acceptance by continued use. Updated online terms take effect on the date stated in the updated version or, if no date is stated, when posted on the Platform or ZafeConnect's website. Customer is responsible for reviewing the current terms. Continued access to or use of the Platform, keeping an Account active, renewing a Subscription Plan, purchasing Add-ons, making payment, funding Traffic Credit, or permitting Users to access the Platform after the effective date constitutes acceptance of the updated terms. If Customer does not agree to an update, Customer must stop using the Platform and terminate the Account in accordance with Section 17. Customer is not entitled to a refund except where mandatory law requires it.

22.4 Immediate changes. Changes required or reasonably considered necessary by ZafeConnect for law, security, sanctions, export controls, Third-Party Services, carrier requirements, payment processor requirements, abuse prevention, new features, emergency circumstances or protection of the Platform may take effect immediately upon posting or notice through the Platform.

22.5 Enterprise changes. Changes to online terms do not amend a signed Enterprise Agreement during its term unless the Enterprise Agreement incorporates online terms as updated, the update relates to generally applicable policies or technical requirements incorporated by reference, or the parties agree otherwise.

23. Regional and special legal terms

23.1 Mandatory law. Some jurisdictions do not allow certain exclusions, limitations, renewals, termination notice procedures, indemnities or dispute terms. These Customer Terms apply only to the maximum extent permitted by mandatory law.

23.2 EU/EEA, UK and Switzerland. If GDPR, UK GDPR or Swiss data protection law applies, the DPA applies. Customer is responsible for ePrivacy, direct marketing, cookies, telecom, consumer and communications compliance. Where the EU Digital Services Act applies to ZafeConnect as an intermediary or hosting service, ZafeConnect may provide legally required contact, notice, moderation and statement-of-reasons mechanisms. Where the EU Data Act applies to covered data processing services, ZafeConnect will provide switching and data export rights required by that law, subject to applicable scope, technical feasibility and mandatory terms.

23.3 United States. Customer is responsible for compliance with TCPA, CAN-SPAM, state privacy laws, state auto-renewal laws, call recording laws, biometrics laws, HIPAA and other applicable federal and state requirements. Customer must not submit protected health information unless ZafeConnect has signed a business associate agreement and approved the applicable use.

23.4 California and U.S. state privacy. To the extent ZafeConnect processes personal information as a service provider, contractor or processor for Customer under applicable U.S. state privacy laws, ZafeConnect will process it only for the business purposes described in the DPA and will not sell or share it except as permitted by law and Customer's instructions.

23.5 Canada. Customer is responsible for compliance with CASL, PIPEDA and provincial privacy and consumer protection laws, including consent, identification and unsubscribe requirements for commercial electronic messages.

23.6 Brazil and Latin America. Customer is responsible for lawful basis, transparency, international transfer, security and data subject rights obligations under LGPD and other applicable laws. ZafeConnect will process Customer Personal Data under the DPA where applicable.

23.7 Asia-Pacific. Customer is responsible for compliance with applicable privacy, telecommunications, marketing, data localization, cybersecurity and consumer laws, including laws in Australia, New Zealand, Singapore, Japan, India, China and other jurisdictions where Customer or Recipients are located. Customer must not use the Platform for data or services subject to localization, licensing or government approval requirements unless ZafeConnect expressly supports the relevant jurisdiction and use case.

23.8 Government customers. Government use may require additional terms. No government procurement, sovereign immunity, audit, data rights, security, flow-down, or public-sector requirement applies unless expressly accepted by ZafeConnect in a signed writing.

24. Dispute resolution; governing law

24.1 Governing law. Unless an Enterprise Agreement states otherwise, this Agreement is governed by the laws of Denmark, excluding conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods.

24.2 Venue. The courts of Copenhagen, Denmark have exclusive jurisdiction, unless mandatory law requires another forum. ZafeConnect may seek injunctive, equitable, debt collection or IP enforcement relief in any competent court.

24.3 Informal resolution. Before filing a claim, the parties will attempt in good faith to resolve disputes through executive escalation, except for urgent injunctive relief, non-payment, misuse, security incidents or claims requiring immediate action.

24.4 Limitation period. To the maximum extent permitted by law, any claim must be brought within one year after the event giving rise to the claim.

24.5 Class and jury waiver for jurisdictions where permitted. To the extent permitted by law, disputes must be brought only on an individual basis, not as a class, collective or representative action, and each party waives any right to a jury trial.

25. General terms

25.1 Assignment. Customer may not assign, transfer or delegate this Agreement without ZafeConnect's prior written consent. ZafeConnect may assign or transfer this Agreement to an Affiliate, successor, acquirer, purchaser of assets or business unit, or in connection with merger, reorganization or financing.

25.2 Subcontracting. ZafeConnect may use Affiliates, subprocessors and subcontractors to provide the Platform, subject to the DPA for personal data.

25.3 Force majeure. ZafeConnect is not liable for delay or failure caused by events beyond its reasonable control, including network failures, carrier failures, cloud provider failures, labor disputes, war, terrorism, civil unrest, natural disasters, epidemic, power failures, cyberattacks, denial-of-service attacks, government actions, sanctions, supply chain issues or changes by Third-Party Services.

25.4 Notices. ZafeConnect may provide notices through the Platform, email, account notifications, posting on its legal page or other reasonable means. Legal notices to ZafeConnect must be sent to [legal@zafeconnect.com] and to ZafeConnect's then-current postal address as published on ZafeConnect's website and/or recorded for ZafeConnect in the Danish Central Business Register (CVR). The then-current postal address shown on ZafeConnect's website and/or in the Danish CVR register controls over any outdated address stated in this Agreement, an Order, the Platform or other materials, unless a signed Enterprise Agreement expressly states a different notice address.

25.5 Entire agreement. The Agreement is the entire agreement between the parties for the subject matter and supersedes prior or contemporaneous understandings, except for Enterprise Agreements.

25.6 Severability. If any provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, without affecting the rest of the Agreement.

25.7 No waiver. Failure to enforce a provision is not a waiver. A waiver must be in writing and signed by the waiving party.

25.8 Independent contractors. The parties are independent contractors. The Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship.

25.9 Third-party beneficiaries. Except for ZafeConnect Affiliates, licensors, suppliers and indemnified parties, there are no third-party beneficiaries unless expressly stated.

25.10 Language. The English version of this Agreement controls. Translations are provided for convenience only.

SCHEDULE 1 - ZAFECONNECT ACCEPTABLE USE POLICY

This AUP applies to Customer, Users, Recipients, Customer Applications and all use of the Platform. Prohibited conduct is not exhaustive. ZafeConnect may determine in good faith whether conduct violates this AUP.

1. Illegal, harmful or abusive use. You must not use the Platform to create, transmit, store, facilitate or promote illegal, harmful, abusive, exploitative, deceptive, threatening, harassing, hateful, violent, defamatory, obscene, invasive, infringing or otherwise wrongful content or activity.

2. Messaging, calling and electronic communications. You must not send unsolicited, unauthorized, deceptive, spoofed, fraudulent, harassing or non-compliant messages, calls, emails, push notifications or other communications. You must obtain valid consent where required, keep consent records, identify the sender, honor opt-outs, maintain suppression lists, respect quiet hours and comply with do-not-call, do-not-text and similar registries.

3. Prohibited content and campaigns. Unless expressly approved by ZafeConnect and lawful in all relevant jurisdictions, you must not use the Platform for campaigns involving illegal drugs, counterfeit goods, weapons, explosives, adult sexual content, hate or extremist content, high-risk financial offers, payday loans, debt relief, credit repair, gambling, phishing, malware, impersonation, deceptive lead generation, fake reviews, pyramid schemes, fraudulent charities, political manipulation, voter suppression, misinformation likely to cause harm, or other restricted categories identified by ZafeConnect or Third-Party Services.

4. Fraud, security and network abuse. You must not conduct phishing, credential harvesting, malware distribution, bot activity, denial-of-service attacks, scanning, scraping, spam, traffic pumping, artificially inflated traffic, SIM farms, account farming, evasion of rate limits, bypass of billing controls, unauthorized access, vulnerability exploitation or interference with networks.

5. Sensitive data and regulated use. You must not submit regulated or highly sensitive data unless the applicable Product Specific Terms and required written agreements permit it. You must not use the Platform for emergency services, life safety, critical infrastructure or regulated professional advice unless expressly agreed.

6. Identity, consent and transparency. You must not misrepresent identity, origin, affiliation, endorsement, purpose, pricing, subscription terms, privacy practices or opt-out processes. You must not obscure or falsify sender IDs, caller IDs, domains, headers or routing information.

7. Recipient and third-party rights. You must not infringe intellectual property, privacy, publicity, data protection, consumer, contractual or other rights. You must respond promptly to Recipient complaints and regulatory inquiries.

8. Sanctions and prohibited territories. You must not use or make the Platform available in violation of sanctions, export controls or trade restrictions, or for any person or territory prohibited by ZafeConnect, law or Third-Party Services.

9. Excessive or harmful load. You must not use the Platform in a way that overloads, damages, degrades, disrupts or bypasses the Platform, Third-Party Services, carriers or networks. ZafeConnect may impose rate limits, throttling and traffic controls.

10. Circumvention. You must not attempt to evade enforcement, filtering, verification, registration, compliance checks, payment obligations, usage limits, identity checks or Third-Party Service requirements.

11. Reporting and cooperation. You must promptly report known violations to ZafeConnect and cooperate with investigation, remediation and audits. You must provide evidence of consent, campaign details, recipient lists, privacy notices and other compliance records upon request.

12. Enforcement. ZafeConnect may remove content, block traffic, require remediation, suspend or terminate access, report activity to regulators or Third-Party Services, and take other steps described in the Customer Terms.

SCHEDULE 2 - DATA PROCESSING ADDENDUM

1. Scope and roles

This DPA applies where ZafeConnect processes personal data on behalf of Customer in connection with the Platform. Customer is the controller or processor, and ZafeConnect is the processor or subprocessor, as applicable. For account administration, billing, fraud prevention, legal compliance, product analytics, security and business operations, ZafeConnect may act as an independent controller as described in its Privacy Notice.

2. Processing details

Subject matter: provision, operation, support, security, improvement and administration of the Platform. Duration: the Subscription Term plus deletion and retention periods. Nature and purpose: hosting, storage, transmission, routing, analysis, support, troubleshooting, billing, fraud prevention, security, compliance and related processing. Categories of data subjects: Customer administrators, Users, employees, contractors, Recipients, recipients, contacts, leads, customers, partners and other individuals whose data Customer submits. Types of personal data: names, contact details, identifiers, account data, authentication data, communications content, communications metadata, consent and opt-out records, logs, IP addresses, device data, usage data, support data, billing data and other data submitted by Customer. Sensitive data: not intended unless expressly approved in writing.

3. Customer obligations and instructions

Customer represents that it has all rights, lawful bases, notices and consents required for the processing. ZafeConnect will process Customer Personal Data only on documented instructions from Customer, including the Agreement, Order, Documentation, Customer configurations and written instructions, unless law requires otherwise. ZafeConnect will inform Customer if it believes an instruction violates applicable data protection law, unless prohibited by law.

4. Confidentiality and personnel

ZafeConnect will ensure that personnel authorized to process Customer Personal Data are subject to appropriate confidentiality obligations and receive appropriate instructions regarding data protection and security.

5. Security measures

ZafeConnect will implement appropriate technical and organizational measures considering the state of the art, costs of implementation, nature, scope, context and purposes of processing, and risks to individuals. Measures may include access controls, authentication, encryption in transit, segregation, logging, vulnerability management, business continuity, incident response, secure development practices, personnel controls, vendor controls and physical security controls. Customer acknowledges that specific measures may evolve over time provided the overall level of protection is not materially reduced.

6. Subprocessors

Customer grants ZafeConnect general authorization to engage subprocessors. ZafeConnect will maintain a list of subprocessors at [subprocessor URL] and provide notice of new subprocessors where required by law. Customer may object on reasonable data protection grounds within the stated notice period. If ZafeConnect cannot reasonably resolve the objection, Customer may terminate the affected service and receive a pro-rated refund of prepaid unused subscription Fees for that service, excluding Traffic Credit, usage charges, pass-through charges and other non-refundable credit balances. ZafeConnect will impose written data protection obligations on subprocessors that are no less protective in substance than this DPA.

7. International transfers

Where Customer Personal Data is transferred from the EEA, UK, Switzerland or another jurisdiction with transfer restrictions to a country that does not provide an adequate level of protection, the parties will rely on appropriate safeguards, including the EU Standard Contractual Clauses, the UK International Data Transfer Addendum or Agreement, Swiss amendments, or other lawful transfer mechanisms. The applicable modules will be determined by the parties' roles. Customer authorizes ZafeConnect and subprocessors to make such transfers to provide the Platform.

8. Data subject requests

Considering the nature of the processing, ZafeConnect will provide reasonable assistance to Customer, by appropriate technical and organizational measures where feasible, to respond to requests from data subjects to exercise rights under applicable data protection laws. If a data subject contacts ZafeConnect directly about Customer Personal Data, ZafeConnect may refer the request to Customer unless law requires otherwise.

9. Personal data breaches

ZafeConnect will notify Customer without undue delay after confirming a personal data breach affecting Customer Personal Data. The notice will include information reasonably available to ZafeConnect to assist Customer in meeting its notification obligations. ZafeConnect's notification is not an admission of fault or liability.

10. Assistance with compliance

Considering the nature of processing and information available to ZafeConnect, ZafeConnect will provide reasonable assistance with security, breach notification, data protection impact assessments and regulator consultations required by applicable data protection law. ZafeConnect may charge reasonable fees for assistance not caused by ZafeConnect's breach.

11. Audits and information

ZafeConnect will make available information reasonably necessary to demonstrate compliance with this DPA, which may include security documentation, summaries of audits, certifications and written responses. Customer may request an audit no more than once annually unless required by a regulator or following a confirmed personal data breach. Audits must be conducted during business hours, on reasonable notice, subject to confidentiality, without disruption, and without access to other customers' data, systems or confidential information.

12. Return and deletion

Upon termination, ZafeConnect will delete or return Customer Personal Data in accordance with the Customer Terms, unless law requires retention. Backup copies may be retained until overwritten or deleted in accordance with retention schedules, provided they remain protected.

13. CCPA/CPRA and U.S. state privacy service provider terms

To the extent applicable, ZafeConnect will process personal information as a service provider, contractor or processor for the business purposes of providing the Platform; will not sell or share Customer Personal Data; will not retain, use or disclose it outside the direct business relationship except as permitted by law; will not retain, use or disclose it for a commercial purpose other than the permitted business purposes; will not combine it with personal information from other sources except as permitted by law; will notify Customer if ZafeConnect determines it can no longer meet its obligations; and will flow down equivalent restrictions to subprocessors.

14. HIPAA and other regulated data

ZafeConnect is not acting as a business associate, and the Platform must not be used for protected health information unless ZafeConnect has signed a business associate agreement and expressly approved the relevant service. Similar restrictions apply to regulated data requiring special contractual, localization, licensing or security terms.

15. Priority

If this DPA conflicts with the Customer Terms, this DPA prevails for processing of Customer Personal Data. Mandatory transfer clauses prevail over this DPA for restricted transfers to the extent required by law.

SCHEDULE 3 - PAYMENT, SUBSCRIPTION AND RENEWAL TERMS

1. Free Plan. A Free Plan may include limited credits, seats, storage, usage, support, API calls or features. A valid payment card accepted by ZafeConnect or its payment processor is required to activate a Free Plan, and ZafeConnect may verify or authorize the card even though no subscription fee is charged for the Free Plan during the applicable free period. Free Plan credits are intended only for functional testing of channels and Platform capabilities, have no cash value, are non-transferable and non-refundable, may expire or be revoked, and may not be resold or used outside the Free Plan. Customer is responsible for any paid usage, Add-ons, overages, upgrades or accepted paid conversion.

2. Business Plan monthly subscription billing. Business Plan subscription Fees are charged monthly in advance on the billing date shown in the Platform. The Subscription Term is one month unless another term is stated. Once Customer has accepted and registered its profile and subscription on the Platform, the Agreement is ongoing and the subscription renews automatically each month until terminated by either party in accordance with the Customer Terms.

3. Prepaid Traffic Credit and usage settlement. Traffic usage, channel usage, carrier/network charges, pass-through charges, metered usage, usage-based Add-ons and similar usage-based Fees are settled against Customer's prepaid Traffic Credit. Customer must fund at least the minimum Traffic Credit amount required by ZafeConnect. ZafeConnect does not impose a fixed upper maximum on Traffic Credit funding unless required by law, payment processor, sanctions, anti-fraud, credit risk, operational controls or Platform settings. Usage is measured by ZafeConnect's records and may be deducted from the paid-in Traffic Credit balance on an ongoing basis during the month, at monthly settlement or at another reasonable cadence shown in the Platform or Documentation. Customer is responsible for all usage generated by its Account, credentials and Customer Applications.

4. Traffic Price List and volatile traffic rates. The Traffic Price List available under Customer's profile in the Platform is the initial and indicative price list applicable at the commencement of the Service and reflects the then-current unit prices for relevant channels, networks, countries, regions and usage categories. Traffic prices are not fixed unless expressly agreed in an Enterprise Agreement or another written agreement accepted by ZafeConnect. ZafeConnect may change the Traffic Price List at any time, upwards or downwards and without separate or individual notice, including due to law, regulation, message or traffic purchasing costs, network-operator or carrier tariff changes, pass-through charges, surcharges, supplier changes, route changes or other conditions affecting communications traffic. Traffic Price List changes take effect immediately unless an Enterprise Agreement or another written agreement accepted by ZafeConnect expressly states otherwise. Customer may terminate under the Customer Terms if it does not accept a change, but Customer remains responsible for all Fees, traffic usage, taxes and notice-period charges. Unless otherwise agreed in writing, all Platform transactions are in Euro (EUR), and all listed prices are unit prices exclusive of VAT and other taxes, fees, surcharges and charges.

5. Invoices and billing tab. Invoices, billing statements, usage statements, receipts, Traffic Credit movements and tax documents are made available electronically under Customer's profile in the Platform, under the "billing" tab or another billing area designated by ZafeConnect. Customer is responsible for reviewing, downloading and retaining invoices and billing information. No paper invoice or separate email invoice is required unless mandatory law requires otherwise or ZafeConnect expressly agrees.

6. Add-ons, upgrades, downgrades and changes. Add-ons may be charged immediately, monthly in advance, through Traffic Credit, at renewal or upon usage, depending on the Add-on. Add-ons, upgrades, downgrades and other changes to Customer's agreement may be changed or terminated on the same notice and termination terms as the Agreement unless Add-on-specific terms state otherwise. Upgrades may take effect immediately and may be charged pro-rata or in full for the current period. Downgrades may cause loss of features, capacity or Customer Data if Customer exceeds lower plan limits.

7. Customer termination notice. Customer may terminate through account settings or another process made available by ZafeConnect. Termination by Customer for a Business Plan is subject to the remainder of the then-current month plus thirty days. Subscription Fees, Add-on Fees, usage, overages, taxes and other Fees remain payable during the notice period. Termination does not refund the current month or the notice period.

8. Unused Traffic Credit and no refund. Any unused or excess Traffic Credit remaining at expiration or termination is forfeited and will not be credited, repaid, exchanged for cash, transferred or refunded, except where mandatory law expressly requires otherwise. ZafeConnect may apply remaining Traffic Credit to unpaid Fees before forfeiture.

9. Failed payments and insufficient Traffic Credit. If payment fails or Traffic Credit is insufficient, ZafeConnect may retry payment, require immediate top-up, automatically charge the payment method on file if authorized, reject, queue, throttle, suspend or block traffic, reduce entitlements, disable paid features or suspend the Account until all amounts are paid and sufficient Traffic Credit is available.

10. Enterprise. Enterprise payment, invoicing, procurement, purchase order, tax, renewal, Traffic Credit, Traffic Price List, traffic rate, currency or traffic settlement terms are governed by the Enterprise Agreement. Purchase orders do not modify the Agreement unless signed by ZafeConnect.

SCHEDULE 4 - SUPPORT, SLA AND SERVICE MANAGEMENT TERMS

1. Support levels. Free Plans: community or self-help support only, if available. Business Plans: standard support through the Platform or email during ZafeConnect's published support hours. Enterprise Plans: support as set out in the Enterprise Agreement.

2. Standard SLA. Service levels, uptime commitments, response targets, service credits and SLA exclusions are governed solely by ZafeConnect's then-current standard SLA, as publicly available on ZafeConnect's website and as updated from time to time. The standard SLA is incorporated by reference to the extent applicable to the relevant Subscription Plan.

3. Severity classification and response handling. ZafeConnect may classify issues by severity based on impact, affected customers, available workarounds and whether the issue is caused by the Platform. Customer must provide logs, steps to reproduce, screenshots, configurations and other information requested. Any response targets outside the standard SLA are targets only and not guarantees.

4. Service credits. If the standard SLA applies and ZafeConnect fails to meet an applicable commitment, Customer's sole remedy is the service credit, if any, stated in the standard SLA. Service credits cannot be exchanged for cash and cannot be applied to or refunded as Traffic Credit unless the standard SLA expressly states otherwise.

5. Exclusions. Support and SLA obligations exclude issues caused by Customer, Users, Recipients, Customer Applications, third-party integrations, carriers, internet failures, payment processors, force majeure, beta features, Free Plans, unsupported use, scheduled maintenance, emergency maintenance, suspension, insufficient Traffic Credit, AUP violations or circumstances outside ZafeConnect's reasonable control, subject to the standard SLA.

6. Maintenance and changes. ZafeConnect may perform scheduled maintenance and emergency maintenance. ZafeConnect may implement changes to protect security, availability, performance or compliance without prior notice where needed.

SCHEDULE 5 - REGIONAL COMPLIANCE BASELINE

This baseline is not a substitute for legal advice. Customer remains responsible for determining and complying with all laws applicable to Customer's use.

1. Communications compliance. Customer must comply with laws and rules governing SMS, MMS, RCS, voice, email, push, social messaging, chat and other communications, including consent, opt-out, sender identification, recordkeeping, message content, quiet hours, call recording and consumer disclosures.

2. EU/EEA and UK. Customer must comply with GDPR/UK GDPR, ePrivacy, national marketing rules, telecom rules, consumer rules, DSA obligations applicable to Customer Applications, and Data Act obligations applicable to Customer's own services and connected products.

3. United States. Customer must comply with TCPA, CAN-SPAM, state privacy laws, state auto-renewal laws, call recording laws, biometrics laws, unfair/deceptive acts laws and sector rules.

4. Canada. Customer must comply with CASL, PIPEDA and provincial rules, including consent and unsubscribe requirements.

5. Brazil. Customer must comply with LGPD and communications rules.

6. Asia-Pacific. Customer must comply with applicable privacy, telecommunications, cybersecurity, data localization, consumer and marketing rules in each relevant jurisdiction.

7. Sanctions and export. Customer must screen and prevent access or use involving sanctioned parties, embargoed territories, prohibited end uses and restricted technology transfers.

8. Local availability. Features, numbers, sender IDs, channels, data residency options, integrations and support may not be available in all jurisdictions and may be withdrawn where required by law or Third-Party Services.