

Mobieclick B.V

Acceptable Use Policy

Effective Date: January 21, 2025

This Acceptable Use Policy ("AUP") outlines the rules and guidelines for using the Mobieclick platform (the "Service"). By using our services, you (also referred to as the "Customer") enter into an agreement to which this AUP apply. If you do not agree to complying with this AUP, you will not be allowed to use our services. Failure to adhere to, and/or acting in breach of the AUP may result in suspension or termination of your account and/or the agreement between you and Mobieclick BV (Mobieclick may to its sole discretion choose between "*ontbinding*" or "*opzegging*"), notwithstanding any other rights or defences of Mobieclick.

This AUP forms an integral and legally binding part of Mobieclick BV's Terms and Conditions of Service. In the event of any conflict between the provisions of this AUP and the main Terms and Conditions, the provisions Mobieclick shall determine which provision shall prevail, in absence whereof, this AUP shall prevail with respect to acceptable use of the platform.

1. Acknowledgment of Terms and Conditions:

The Customer hereby acknowledges that they have read, understood, and agree to adhere to the general Terms and Conditions of Service provided by Mobieclick BV.

2. Commercial Offers:

Customers may make commercial offers to their clients and potential clients via the Mobieclick platform, provided such offers comply with all applicable laws and regulations.

3. Contact Restrictions:

Customers may contact and/or send text messages only to contacts collected through campaigns run via the Mobieclick platform. Importing contact lists from external sources is strictly prohibited unless explicitly authorized by Mobieclick BV.

4. Adding Contacts:

Contacts are collected through campaigns run via the Mobieclick service, whereby (and after) the contacts give their consent to be added to the contact list of the Customer on the Mobieclick platform. These contacts are then automatically added to the Customer's contact list held in the Mobieclick database. For contacts not collected through Mobieclick campaigns, customers may only add them to their Mobieclick contact list if:

- a. The customer has obtained a valid and legally compliant opt-in from the contact.
- b. The customer has received express permission from Mobieclick BV to add the contact.

5. Campaign Compliance:

You may not conduct campaigns that contradict the conditions set out in these Terms and Conditions, that are in breach with rights of companies and persons, are contrary to good morals or violate any applicable laws or regulations.

6. Content Restrictions:

Customers are prohibited to use the Service, or to disclose content, in any way that is illegal, fraudulent, harassing, offensive, or violates the intellectual property rights of others, or that can otherwise be unlawful.

8. Data Protection:

Customers must comply with all applicable data protection laws and privacy laws, including GDPR. If you are found not complying with the applicable data protection laws, Mobieclick will terminate your account and/or the agreement between you and Mobieclick BV (Mobieclick may to its sole discretion choose between “*ontbinding*” or “*opzegging*”), and claim compensation of the full damages it suffered due to the breach and the termination.

9. Message Frequency:

Customers must adhere to industry best practices regarding message frequency and timing to avoid overwhelming recipients.

10. Accurate Information:

Customers must provide accurate and up-to-date information about their business and the nature of their marketing campaigns.

11. Monitoring and Reporting:

Mobieclick BV reserves the right to monitor Customer activities on the Platform and may require Customers to provide campaign details upon request.

Mobieclick BV reserves the right to modify this AUP at any time. Continued use of the Platform after changes have been made constitutes acceptance of the updated AUP.