



These Terms and Conditions (further: “**Terms**” or “**Agreement**”) represent a binding agreement between BIND TECHNOLOGIES d.o.o., Ulica Velog Jože - Via Veli Jože 14, Pula, Republic of Croatia (further: “**BIND TECHNOLOGIES**”) and You (hereinafter: “**You**”, “**Your**” or “**CLIENT**”). By using our website, portal or any of our services, You agree to these Terms.

1. INTRODUCTORY PROVISIONS

1.1. You have interest in using BIND TECHNOLOGIES services (as provided under these Terms, hereinafter: “**Services**”).

1.2. BIND TECHNOLOGIES is willing to make the Services to You, in accordance with these Terms.

1.3. BIND TECHNOLOGIES may change these Terms from time to time and You therefore cannot rely or assume that the Terms are the same as when You last engaged our Services. The Terms, with the date of latest change, are publicised and available on BIND TECHNOLOGIES’ website or portal. Please review them on a regular basis.

2. BINDING EFFECT

2.1. You are entering into a binding agreement, and You confirm that you have the legal capacity and are legally allowed to enter into such agreement as provided under the Terms. If You are acting on behalf of Your employer or another person or entity, You confirm that You have necessary consent and capacity to act on their behalf. In such case, the terms You, Your and CLIENT shall also mean the represented employer, person or entity.

2.2. If certain Services are, or become subject, to additional special terms, the provisions of such terms will apply as part of our Agreement and shall take precedence over the corresponding provisions of these Terms.

2.3. Any contracts or agreements in effect between You and BIND TECHNOLOGIES for any Services shall take precedence over these Terms. Such contracts or agreements must be in writing and expressly agreed.

2.4. Your purchase orders, forms or correspondence, to the extent it supplements, amends or conflicts the above Terms, any special terms, contracts or agreements, shall have no effect.

3. SERVICES

3.1. At registration, You will be provided an option to choose a Services’ package, detailing the scope of Services and its corresponding pricing.

3.2. By choosing a specific Services package, you confirm you understand and agree to the scope of Services, the pricing amounts and their application to any chargeable event (billable unit) under the Services.

3.3. BIND TECHNOLOGIES WILL PROVIDE THE SERVICES TO YOU USING REASONABLE SKILL AND CARE, “AS IS” AND “AS AVAILABLE”. BIND TECHNOLOGIES GIVES NO EXPRESS



OR IMPLIED WARRANTY, REPRESENTATION OR GUARANTEE, THAT ANY SERVICE IS FIT FOR ANY PURPOSE, FREE OF FAULTS, ERRORS OR INTERRUPTIONS OR THAT IT WILL ALWAYS BE AVAILABLE, SECURE OR WILL NOT INFRINGE ANY THIRD-PARTY RIGHTS. BIND TECHNOLOGIES WILL IN NO WAY BE LIABLE FOR ANY FAILURE TO MAKE THE SERVICES AVAILABLE TO YOU TO THE EXTENT THAT SUCH FAILURE RESULTS FROM A TECHNICAL OR OTHER FAILURE, LIMITATIONS OR EXCLUSIONS ON PART OF A TELECOMMUNICATIONS NETWORK OPERATOR OR ITS NETWORK, AN INTERMEDIARY IN THE SUPPLY CHAIN, END USER'S SERVICE PROVIDER OR FROM ANY OTHER EVENT WHICH IS BEYOND OUR REASONABLE CONTROL.

3.4. BIND TECHNOLOGIES may, from time to time, alter or improve the Services, provided that any such alteration does not materially affect the functionality of the Services.

3.5. BIND TECHNOLOGIES may, from time to time, suspend the Services for maintenance or repairs and will, if reasonably possible, notify You prior to any such suspension.

4.6. BIND TECHNOLOGIES, at its sole discretion, suspend Your access to the Services or restrict You from conducting chargeable events at any time.

4.7. If Your account is inactive for at least 6 (six) months, BIND TECHNOLOGIES may suspend Services to You. You can request reactivation when accessing Your account after suspension.

5. ACCOUNT INFORMATION, PASSWORDS AND SECURITY

5.1. You will be required to provide certain information so that BIND TECHNOLOGIES can provide Services to You. You warrant that all information You provide is complete and accurate and You shall indemnify BIND TECHNOLOGIES against any liability that may arise from Your failure to provide complete and accurate information. You must immediately notify BIND TECHNOLOGIES if any of Your information changes. BIND TECHNOLOGIES may suspend or terminate any Service if the information You provided is not complete or accurate.

5.2. You will be provided with a user name (your email used for registration and login).

5.3. You:

- must keep Your access credentials, API keys, or any other authentication credential confidential;
- must not circumvent, or attempt to circumvent, BIND TECHNOLOGIES's user authentication systems;
- must implement maximum security measures available at your disposal to prevent unauthorized use of Your account or any other breach of security must inform BIND TECHNOLOGIES immediately of any unauthorized use of Your account or any other breach of security, including suspicion of such events (as example only, this includes activities on service login, subsequent data insight, sending messages traffic, payments);
- must cooperate with BIND TECHNOLOGIES during the resolution of unauthorised use or other security breach events, regardless of their cause and reporting source;
- are solely and entirely responsible for all payments and any activities that occur on Your account;



- are liable for any damage, loss or costs BIND TECHNOLOGIES or any third party may incur as a result of Your action, use of Your account, or an authorised or unauthorised use of Your account, authentication credentials, account name or account information by a third party, or as a result of Your breach of this section;

5.4. You must always comply with Information Security terms, as made available from time to time on BIND TECHNOLOGIES website.

6. CONFIDENTIALITY AND DATA PROTECTION

6.1. You will at all times keep confidential all information acquired by using the Services, save for information already in the public domain or information which You are required to disclose by law, lawfully requested by regulatory body. You may disclose certain information reasonably required by Your professional advisors for the performance of their professional services, provided the professional advisors are bound by confidentiality obligations of the same or greater standards than those set in these Terms. When using the Services, you shall comply with all laws and regulations applicable to the use of the Services and with the Terms or any other terms as agreed between us.

6.2. Please refer to the Privacy Notice for personal data processing in relation to the Services.

6.3. In processing of Your end-users' personal data, if You provide such data while using the Services, You are the controller and BIND TECHNOLOGIES is the processor. You guarantee that You obtained all required consents under the applicable data protection laws and regulations for the processing of personal data by BIND TECHNOLOGIES, for the purpose of providing the Services. BIND TECHNOLOGIES will process that personal data only upon Your instructions and in accordance with these Terms, any additional specific terms that may apply, and the Data Processing Agreement, available at BIND TECHNOLOGIES website. The provisions of the Data Processing Agreement will apply if personal data processing occurs with Your use of the Services. If You require an executed (signed) copy of Data Processing Agreement, a copy will be provided to You by contacting support at e-mail: dpa@bind.hr. You should complete and sign the Data Processing Agreement and send it via email to the same address.

7. SUPPORT

7.1. Technical support in relation to Services is provided via email, at e-mail address: support@bind.hr

8. CHARGES AND PAYMENT

8.1. BIND TECHNOLOGIES will make the Service available to You and You may access and use of the Service on a prepaid model basis, whereby Your account will be credited corresponding to your prepayment in accordance with the Services' package chosen by You at registration. The prepaid amount will be used to settle each chargeable event You conduct using the Service. For avoidance of doubt, a charge incurs for every chargeable event You perform, regardless if it is successfully delivered.

8.2. The maximum prepaid amount that may be used in specific time periods may be set under the Services' package You chose.



8.3. Prepaid amounts will not be refundable, save for instances where You may qualify as a consumer and only if mandated by the applicable mandatory consumer protection laws.

8.4. You are responsible for the payment of all bank and finance charges and costs and You must ensure that the amount received on BIND TECHNOLOGIES bank account, after deductions, corresponds to the full amount you owe BIND TECHNOLOGIES.

8.5. If, for any reason, You have unsettled outstanding debt due to BIND TECHNOLOGIES, Your access to the Service may be suspended or You may be restricted from performing chargeable events until You settle the outstanding debt.

8.8. Payments will be made in euros (EUR), unless other currency is expressly agreed.

8.9. BIND TECHNOLOGIES will make available in its portal any changes in prices that may occur from time to time, in relation to certain destinations or due to other circumstances. Price changes are effective immediately unless stated differently.

8.9. You are solely responsible to check and maintain adequate prepayment amounts for chargeable events.

9. MARKETING

Parties may use and display each other's name, logo and trademarks for promotional means on the respective websites or other promotional material, only if expressly agreed, limited to the Services, and always in a manner that will not harm or otherwise damage the other Party's goodwill in its name, logo and trademarks or be misinterpreted as the Parties being affiliates or each other's agents.

10. USE OF SERVICES

10.1. You represent and warrant that:

- You will not use the Services or permit the Services to be used to send chargeable events to any end-user for marketing purposes without that end-user's explicit request or prior consent to receive them;
- You will, when sending a chargeable event for commercial purposes to Your end-users, comply with the telecommunication marketing practices of the end-users' jurisdiction (among other, obtaining prior express written consent from those end-users, and allowing end-users the right to opt out of receiving any further chargeable events sent by You for commercial purposes, and promptly processing end-user's request to opt out);
- You will not use the Services or permit the Services to be used to perform chargeable events to any end-user with frequency and number deemed excessive in BIND TECHNOLOGIES' reasonable opinion;
- You will not use the Services or permit the Services to be used for any improper, fraudulent, immoral or unlawful purpose;
- You will not use the Services or permit the Services to be used for transmission of any material of a defamatory, offensive, illegal, abusive, obscene or menacing nature;



- You will not use the Services or permit the Services to be used in a manner that infringes on the intellectual property rights or any other proprietary rights of any third party;
- You will not use the Services or permit the Services to be used in a manner that may injure or damage any person or property or cause the quality of the Services to be impaired;
- You will perform only chargeable events that comply with all applicable laws and regulations, as well as prevailing standards of decency;
- You will comply with BIND TECHNOLOGIES' reasonable directions or instructions given to You in relation to the Services;
- You will comply with all applicable laws and regulations and any directions, recommendations and decisions of any regulatory body;
- You will take care not to cause disrepute to BIND TECHNOLOGIES, the Services or the network operators;
- You are the sole owner or licensor of all rights in Your end-user data or You have obtained all necessary third-party rights, licenses and consents to allow You, BIND TECHNOLOGIES and its sub-contractors to use the end-user data for the provision of Services and for purposes set under these Terms.

10.2. If BIND TECHNOLOGIES reasonable believes Your content to be unauthorized, prohibited, illegal or otherwise not allowed, BIND TECHNOLOGIES may take any actions necessary to safeguard both BIND TECHNOLOGIES's and the network operator's security and BIND TECHNOLOGIES will not be obligated to deliver such content to end-user(s). You will not be entitled to refunds, chargebacks or other forms of compensation.

10.3. You will, upon request, provide BIND TECHNOLOGIES or any network operator or regulatory body with any information relating to Your use of Services that the requesting party reasonably requires. You must ensure that information relating to Your end-users (among other, Your end-user data), is accurate and complete.

10.5. In relation to any third-party, You may not assume or imply BIND TECHNOLOGIES' approval of any chargeable event nor may You refer to BIND TECHNOLOGIES, without prior express written approval.

10.6. If requested, You will promptly provide BIND TECHNOLOGIES with a representative forecast of Your Service needs for the requested period, especially all reasonable details required to plan network capacity requirements.

10.7. We may, at our discretion, cease to convey, and request You promptly cease to transmit, any chargeable event.

10.9. You represent and warrant that You shall, when using the Services to reach end-users in South Africa, comply with the Wireless Application Service Providers Association's (WASPA) Code of Conduct, and any of its amendments from time to time.

11. DISCLAIMERS, LIMITATION OF LIABILITY AND INDEMNIFICATION



11.1. BIND TECHNOLOGIES' LIABILITY UNDER OR IN CONNECTION WITH THE SERVICES AND THESE TERMS SHALL NOT EXCEED THE AMOUNT THAT CORRESPONDS TO THE TOTAL FEES PAID BY YOU FOR THE SERVICES IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

11.2. NOTHING CONTAINED WITHIN THESE TERMS EXCLUDES OR LIMITS: (A) EITHER PARTY'S LIABILITY RESULTING FROM GROSS NEGLIGENCE OR WILFUL MISCONDUCT, FRAUD OR ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER THE LAW, OR (B) YOUR LIABILITY FOR INDEMNITY CLAIMS UNDER SECTION 11.5; YOUR BREACH OF SECTIONS IN THIS AGREEMENT REGULATING YOUR OBLIGATIONS WITH RESPECT TO CONTENT, CONFIDENTIALITY, WARRANTIES AND DISCLAIMERS AND PAYMENT TERMS.

11.3. IN NO EVENT WILL BIND TECHNOLOGIES BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES, PUNITIVE OR EXEMPLARY DAMAGES, ANY REGULATORY FINES OR PENALTIES, ANY FINANCIAL/ECONOMIC LOSS OR FOR LOST OR ANTICIPATED REVENUES OR PROFITS OR WASTED EXPENDITURE, (B) ANY DAMAGES RESULTING FROM INACCURATE CONTENT, INACCURATE DATA PROVIDED BY YOU, OR EXTERNAL TRANSMISSION ERRORS, OR (C) ANY THIRD PARTY CLAIMS AGAINST YOU.

11.4. The liability limitation (caps) under this Section is definite and total and will not be applied or interpreted so that it can be cumulated with other liability caps or repeated (without exhaustion) for every individual claim or series of claims, resulting in a total amount greater than the one provided under Section 8.1.

11.5. You will hold harmless and indemnify BIND TECHNOLOGIES, its officers, directors, shareholders, employees, agents, subsidiaries and affiliates, from claims and against all losses, damages, liabilities, settlements, regulatory penalties, costs and expenses (including reasonable attorneys' and professionals' fees and other legal expenses), made against BIND TECHNOLOGIES by any third party due to, arising out of or in connection with your (i) breach of these Terms, (ii) breach by or on behalf of You of any third party's intellectual property rights or (iii) content violating applicable laws or these Terms.

11.6. BIND TECHNOLOGIES will not in any way be liable for the content of any chargeable events sent or transmitted using the Services. You will be solely responsible for any legal liability arising out or in connection to the content.

11.7. You shall be responsible for any complaints that BIND TECHNOLOGIES receive from any relevant regulatory body resulting from your use of the Services. BIND TECHNOLOGIES will forward such complaints to You as soon as it is reasonably possible. You will follow the applicable complaint procedures and respond to each complaint in a timely manner and provide BIND TECHNOLOGIES with a copy of your response.

12. TERM AND TERMINATION

12.1. Either Party can terminate the Agreement at any time by written notice. Your request for de-registration or deletion of your account will be deemed termination of Agreement, as well.

12.2. On termination of the Agreement:



- You will immediately cease to use the Services;
- all amounts owed to BIND TECHNOLOGIES, under or in connection with the Agreement, become immediately due and payable;
- You forfeit any unused prepaid amounts (if you are the terminating party);
- all licenses and rights granted under these Terms will terminate immediately; and
- You will be required to arrange with BIND TECHNOLOGIES if and how the records of Your activities and chargeable events, invoices and other documents and data should be maintained.

13. FORCE MAJEURE

Neither party will be liable for any delay in the performance of or any failure to perform any of its obligations caused by force majeure or events beyond its reasonable control, including, but not limited to, the failure, malfunction or unavailability of necessary telecommunications, data communications and/or computer services, power supply failures or shortages, acts or omissions of third parties (including, but not limited to, network operators), acts of government or regulators or telecommunications network congestion.

14. ASSIGNMENT

BIND TECHNOLOGIES may assign, whole or in part, rights, interests, claims, receivables or obligations under the Agreement to third parties.

15. INTELLECTUAL PROPERTY

15.1. All content, trademarks and data on BIND TECHNOLOGIES' website, including software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property or licensed to BIND TECHNOLOGIES and protected from infringement.

15.2. You are granted: (i) an individual, personal, non-exclusive, non-transferable, non-sublicensable right to access and use the Services only in accordance with the applicable terms and other documentation (if any), (ii) an individual, personal, non-exclusive, non-transferable and non-sublicensable right (license) to install, run and use the supporting software and/or application solely if related and in connection with Your use of the Services. You may not reverse engineer, de-compile, disassemble or otherwise attempt to establish the source code or underlying ideas or algorithms of the Services, supporting software or application, modify, translate, or create derivative works based on the Services, supporting software or application, copy, rent, lease, distribute, assign, or otherwise transfer rights to the Services, supporting software or application, remove any proprietary notices or labels with regard to the Services, supporting software or application. BIND TECHNOLOGIES retains ownership and all rights to all proprietary applications, software, intellectual property and any portions or copies thereof. You will notify BIND TECHNOLOGIES of any suspected infringement of its intellectual property rights.



15.3. The above rights You are granted terminate with the termination of the Agreement and You must stop using and delete or destroy all of Services, supporting software and applications in your possession.

15.4. You hereby grant the right and instruct BIND TECHNOLOGIES to create resultant data, based on the communications and other data related to the use of the Services, to be used for the improvement and development of Services and products and for any other legally permitted purposes. You hereby unconditionally and irrevocably grant and assign BIND TECHNOLOGIES all rights, title, and interest in and to the resultant data including all related intellectual property rights. Resultant data shall be anonymized data and information related to Your use of the Services, including anonymized communications, that is used by BIND TECHNOLOGIES in an aggregated and anonymized form, to compile statistical and performance information related to the provision and operation of the Services. Resultant data shall not include any (i) information identifying You or any identifiable customer or individual or (ii) Your confidential information.

15.6. You hereby grant the right and authorize BIND TECHNOLOGIES to analyse and use the traffic data, such as duration or timing of the communication, communication type and communication's source and destination for the improvement, development and provision of the Services and products and for any other legally permitted purposes.

16. SEVERABILITY

If any term or other provision of this Agreement is determined to be invalid, illegal or unenforceable, all other conditions and provisions of this Agreement shall remain in full effect, and the affected provision will be replaced by a provision closest to its purpose.

17. GOVERNING LAW AND DISPUTE

17.1 These Terms shall be governed by laws of the Republic of Croatia and any disputes under or in connection with these Terms will be subject to the jurisdiction of the Commercial Court of Pazin, Croatia.