

**Document:** Specific Service Conditions for Inspire Messenger  
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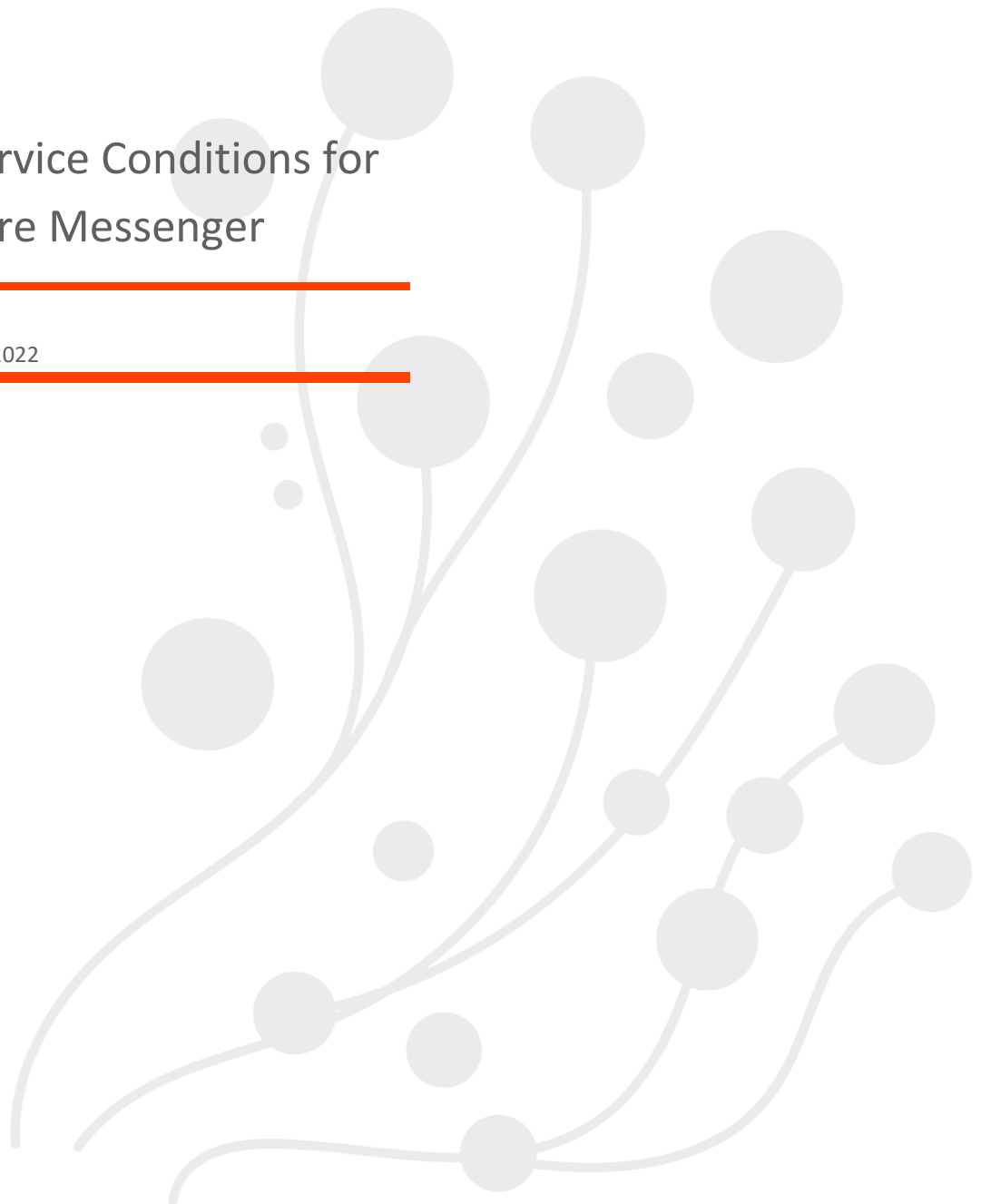


# Specific Service Conditions for Inspire Messenger

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# 1 Service Description

The Inspire Messenger Service gives you the opportunity to send your Content via Digital Messages (meaning email, SMS or WhatsApp notification) through established Third Party Services.

For onward transfer of Your content via email, we rely on our third-party service provider Mailjet (FR) for the EMEA and AUS and Sparkpost (US) for the US.

For SMS, we will connect you via API to your own service provider, for which you have a direct customer account under separate terms and conditions. Currently, our API enables connections to the following third-party providers: Message Media (AU), Bulk SMS (UK), Twilio (US), Infobip (Croatia, UK), LinkMobility (Norway). In addition, we also offer a universal connector you can use to deliver messages via your own message provider. To set up the integration, it is necessary to configure a custom service that transforms the data from the Service platform and passes it to the external message provider in the desired format.

For WhatsApp, you can connect from our Service platform via API to your own service provider, for which you have a direct customer account under separate terms and conditions.

Currently, there is an existing API that enables a connection to the following third-party provider: Twilio (US). Please contact us in case you are interested in creating an API to another service provider of your choice.

If You have any questions or issues with Services, You can contact us at <http://www.quadient.com/contact-us>.

However, please note that QUADIENT does not take on any liability for the third-party delivery via third-party providers other than expressly described herein.

## 2 Technical Parameters

The detailed Technical Parameters for each Service are available on [www.quadient.com](http://www.quadient.com) and [Quadient University](#) (password protected access will be provided upon request).

## 3 Appropriate Use for Digital Messages

### 3.1 General Appropriate Use for Communications

For Digital Messages communications and any notifications generated from the Inspire Messenger Service, You shall not use any Services for any illegal, immoral, or improper purpose or in any manner which contravenes applicable laws and codes and/or regulatory requirements of the appropriate jurisdiction (e.g. A2P SMS Destination requirements) as they exist and as they change over time; nor will You allow any authorized third party to do so. This includes marketing best practices, lawful collection of personal data and appropriate data subject rights to object to, opt-out or unsubscribe from further communications by the Customer. You and your Users shall under no circumstances send any unsolicited traffic to the QUADIENT platform and shall at all times make necessary arrangements to prevent such traffic from reaching QUADIENT platform. Further provisions related to Anti-Spam and/or other applicable regulations or requirements may be agreed upon in the Customer Contract when subscribing to the Quadient Inspire Evolve Services.



Should unsolicited traffic nonetheless be sent by the Customer to the QUADIENT platform, the following actions shall be taken: (i) the party detecting that unsolicited traffic has been sent shall immediately contact the other party and inform that party of the unsolicited traffic being sent, (ii) the Parties shall immediately initiate efforts to work in good faith and exchange information (with timestamp, content, destination number, and originator) in order to determine the source of the unsolicited traffic as soon as possible after the incident. The Customer shall be liable for paying any fines or penalties levied by a government or regulatory body on QUADIENT or the third-party provider as a direct result of such unsolicited or illegal traffic sent by the Customer through Quadient Messenger Service.

For any SMS communication, we recommend that you enable the STOP SMS functions of your service provider.

For emails, please keep your bounce rate under 5%. Bounced emails hurt your reputation as well as QUADIENT's, so it's important to keep your bounce rate as low as possible. An email is declared a 'bounce' when it cannot be delivered to the recipient and returns with an error message. To avoid bounced emails, keep your email list clean and filter out the already bounced, duplicate email addresses and unsubscribed users. The bounce rate is monitored by QUADIENT. If you exceed 5%, QUADIENT may temporarily suspend your account.

## 3.2 Mailjet Email Services for EMEA and APAC Platforms

If you use the Mailjet Email as a Third-Party Service, You acknowledge and agree to the conditions of the Mailjet Email Service as stated in the Mailjet Sending Policy available at: <https://eu.mailjet.com/sending-policy> as a pre-condition to using this email service.

Please note that the following flow-down terms are directly applicable to this Service:

- a) **Service and Account Suspension.** Mailjet may suspend the Services without liability if: (i) Mailjet reasonably believes that the Services are being used in violation of the Agreement; (ii) you don't cooperate with our reasonable investigation of any suspected violation of the Agreement; (iii) there is an attack on the Services, or your Services are accessed or manipulated by a third party without your consent; (iv) Mailjet is required by law or by a regulatory or government body to suspend the Services; or (v) there is another event for which Mailjet reasonably believes that the suspension of the Services is necessary to protect the Mailjet network or our other customers. You are responsible for violations of this AUP by anyone using your Services with your permission or on an unauthorized basis as a result of your failure to use reasonable security precautions. You must take reasonable efforts to secure any device or network within your control against being used in breach of the applicable laws against spam and unsolicited email, including where appropriate by the installation of antivirus software, firewall software, and operating system and application software patches and updates. Our right to suspend or terminate your Services applies even if a breach is committed unintentionally or without your authorization, including through a Trojan horse or virus. You agree that we may quarantine or delete any data stored on a shared system if the data is infected with a virus or is otherwise corrupted and has the potential to infect or corrupt the system or other customers' data stored on the same system. Mailjet expressly reserves the right at any time during the term of the Agreement to adapt, arrange, and/or modify any of the components granting access and use rights to the Service and the associated documentation provided that the maintenance and support commitments are complied with for these operations. Similarly, Mailjet may at any time discontinue providing a platform deemed undesirable and/or obsolete and migrate services to a new infrastructure, in which case Mailjet will endeavor to inform you as early as possible.
- b) **Restricted Use.** You may not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person or to physical or environmental damage. For



example, you may not use or permit any other person to use the Services in connection with aircraft or other modes of human mass transportation or nuclear or chemical facilities. ONLY LEGAL AND LEGITIMATE INFORMATION CAN BE SENT WITH MAILJET. Mailjet does not support the sending of messages that contain, promote, reference, or link to unlawful, illegal, libelous, defamatory, or violence against any individual or group and more generally affecting human rights. Moreover (and unless the sender gives us sufficient and specific guarantees at Mailjet's sole discretion), Mailjet does not work in principle with senders: (i) who promote the following activities (whether permitted by law or not), including but not limited to: gambling, sexual, adult content, weapons and explosives, tobacco or tobacco-related, drugs, political, hacking, penny stocks, forex and crypto-currency trading and trading advice, payday loans, debt collection agencies, clairvoyance, lead sales and affiliate marketing, paid surgery, work-at-home or entrepreneurial schemes, and promotional real estate; or (ii) who send emails in the name of and on behalf of third parties (including their own customers). In general, your emails must not contain any information or content otherwise sovereignly deemed unsuitable to Mailjet or harmful to the reputation of Mailjet, its affiliates, partners, customers, and users. If your business is such that it undergoes regulation by an authority (health and medication, investments, lending, banking, gambling, betting, etc.), we need to be notified in writing. You are hereby advised that, unless an agreement has been signed by the Parties to this end, the Emailing Service shall not be used to process sensitive personal data, especially personal data of a medical nature or pertaining to health conditions. To this end, You shall be responsible for carrying out all mandatory reporting formalities. Mailjet reserves the right to request documents and relevant licenses pertaining to your activity. Sending campaigns to contact lists that have been acquired (bought, exchanged, or rented) from a third-party company where you are not explicitly named will negatively impact deliverability and is strictly prohibited. As a result, email addresses must always be collected in such a way that the recipient has explicitly opted in to receive communication from you. The use of lists that are bought, rented, or scraped from third parties is prohibited by law in most countries and is absolutely prohibited on Mailjet servers.

Without limiting the application of any other provisions of the Agreement with respect to any of the Services' email validation features or functionality, you may not:

- Use the Services to verify the email address(es) of any person who has not affirmatively consented (i.e., opted-in) to, or who has not expressly opted-out from, receiving email communications from you;
- Use the Services to validate email addresses that were purchased, rented, or similarly obtained from a third party (i.e., third-party email lists);
- Use the Services to harvest email addresses or otherwise determine the existence of unknown email addresses.

You must comply with the laws and regulations applicable to bulk or commercial email in your jurisdiction. In addition, your bulk or commercial email must meet the following requirements:

- You must have a Privacy Policy posted for each domain associated with the mailing;
- You must have the means to track anonymous complaints;
- You must not obscure the source of your email in any manner;
- You must post an email address for complaints (such as abuse@yourdomain.com) in a conspicuous place on any website associated with the email, and you must promptly respond to messages sent to that address;



- Your intended recipients have given their consent to receive email via some affirmative means, such as an opt-in procedure, and you can produce the evidence of such consent within 72 hours of receipt of a request by the recipient or Mailjet;
- You must use reasonable means to ensure that the person giving consent is the owner of the email address for which the consent is given;
- You must include the recipient's email address in the body of the message or in the "TO" line of the email;
- You must honor revocations of consent and notify recipients of the same.

### 3.3 Sparkpost Email Services for US Platform

If you use Sparkpost Email as a Third-Party Service, You acknowledge and agree to the conditions of the Sparkpost Email Service as stated in the Sparkpost Messaging Policy available at: [Messaging Policy - SparkPost](#) as a pre-condition to using this email service.

Please note that the following flow-down terms are directly applicable to this Service:

- a) **Service and Account Suspension.** SparkPost may, without any liability to the Customer, suspend access to the Service at any time: (a) to perform scheduled or unscheduled maintenance, modifications, or upgrades; (b) due to hardware failures, power outages, or failures of third-party providers; (c) to mitigate or prevent the effects of any threat or attack to the Service or any other network or systems on which the Service relies; (d) as necessary in SparkPost's sole discretion because the Service may violate Applicable Law or as might be required for other legal or regulatory reasons; or (e) if there is another event for which SparkPost reasonably believes the suspension of the Service is necessary to protect the SparkPost network or other customers (each a "Service Suspension"). SparkPost will make a reasonable effort when possible to notify Customers in advance of any scheduled Service Suspension, but SparkPost will have no liability for any damages, losses (including loss of data or profits), or any other consequences incurred as a result of a Service Suspension or the failure to provide notice thereof. SparkPost may immediately suspend the Account, in whole or in part, without prior notice, for any reason and/or time that is reasonable under the circumstances, including, for example, for a suspected breach of the Messaging Policy (an "Account Suspension"). During each such Account Suspension: (a) the Customer's and all Users' access to the Account and the Service will be suspended; (b) the Customer's obligations pursuant to this Agreement, including the obligation to pay Fees, will continue to accrue; and (c) unless SparkPost deems the Account and/or any of Customer Data to be potentially harmful in any way or potentially in violation of any Applicable Law, SparkPost will maintain the Account and not take action to delete or remove any Customer Data stored on or within the Service.
- b) **Restricted Use.** The Customer will not submit to the Service or use the Service to collect, store, or process: (a) social security numbers, passport numbers, military numbers, voter numbers, driver's license numbers, taxpayer numbers, or other government identification numbers; (b) Protected Health Information (as defined by HIPPA) or similar information under other comparable laws or regulations; (c) financial account numbers (including, without limitation, credit or debit card numbers, primary account numbers, bank account numbers, related security codes or passwords, or similar information; or (d) "special classes of data" (as defined by GDPR) of EU residents or similar information under other comparable laws or regulations.

Customer will not use the Service to: (a) store, distribute, or transmit any malware or other material that the Customer knows has reasonable grounds to believe is or may be tortious, libelous, offensive,



infringing, harassing, harmful, disruptive, or abusive; or (b) promote, commit, aid, or abet any behavior which the Customer knows or has reasonable grounds to believe is or may be tortious, libelous, offensive, infringing, harassing, harmful, disruptive, or abusive. Some examples of the foregoing may include emails that promote racism, homophobia, or other hate speech.

The Customer's use of the Services must comply with all applicable laws, rules, regulations, ordinances, and court orders of any kind of any jurisdiction applicable to the Customer, Quadient, its Third-Party Services, and to any Recipient. It is the Customer's responsibility to be aware of and understand all applicable laws and ensure that the Customer and any Users with access to the Account comply at all times with applicable law. Some examples of applicable laws include US CAN-SPAM Act, Canada Anti-Spam Law (CASL), EU General Data Protection Regulation (GDPR), member state implementations of the EU ePrivacy Directive (and future Regulation), AU Federal Privacy Act and its Australian Privacy Principles, and other laws relating to data protection, privacy, intellectual property, security, terrorism, corruption, child protection, and import/export laws.