Twilio Services by Creatio Application Acceptable Use Policy

WHEREAS the Customer has purchased a subscription to use the Twilio Services by Creatio Subscription Service ("Application") directly from the Company or through an authorized partner, the usage of the Application is governed by the Creatio Master Subscription Agreement/Master Software License Agreement available at www.creatio.com/legal or by the applicable written agreement enforced between Company and Customer ("Agreement");

WHEREAS the Application enables actions that are regulated by various regulations and laws;
WHEREAS the Application uses third-party services and software that have specific terms of use;

The Company provides this Acceptable Use Policy ("AUP") describing policies and rules applicable to Customer's and any of its Authorized Users' use of Twilio Services by Creatio Subscription Service ("Application"). This AUO forms a part of the Agreement. Given the specific nature of the Application and the need to clarify the applicable use requirements for such Application, these AUP terms shall prevail over the Master Subscription Agreement with respect to Customer's and its Authorized Users' use of the Application and any relationships arising from such use.

Customer is responsible for ensuring its Authorized Users comply with this AUP and for making its Authorized Users aware of it. This AUP may be updated by Company from time to time; the Customer is responsible for ensuring they act in accordance with the most current documentation.

Unless otherwise defined herein, any capitalized terms used in the AUP have the same meaning specified in the Agreement.

1. **Prohibited Use.** By using the Application, Customer and its Authorized Users agree not to do the following:

- Directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to access the source code of the Application, or the underlying structure, ideas, or algorithms of the Application or any related software, documentation, or data; modify, translate, or create derivative works based on the Application; or copy, distribute, pledge, assign, transfer, or otherwise encumber rights to the Application.
- Rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Application available to any third party, including on a timesharing, service bureau, software-as-a-service, cloud, or other similar basis.
- Remove or alter any trademarks, copyright notices, proprietary notices, legends, symbols, or labels contained in the Application.
- Display or integrate advertisements within the Application unless expressly authorized.
- Use the Application to send unsolicited, deceptive, fraudulent, or unlawful communications, including spam, phishing messages, or messages that violate applicable anti-spam or telecommunications laws.
- Defame, abuse, harass, stalk, threaten, impersonate, or otherwise violate the legal rights of any person or entity through messages generated or transmitted via the Application.
- Generate, distribute, or disseminate any content that is unlawful, harmful, fraudulent, infringing, defamatory, obscene, abusive, discriminatory, indecent, or otherwise objectionable.
- Use the Application to transmit or distribute malware, malicious code, harmful scripts, or any other Harmful Code.
- Upload, transmit, or otherwise use any content, including text, images, trademarks, or other materials protected by intellectual property laws, unless Customer has obtained all necessary rights, permissions, and consents.
- Use any materials made available through the Application in a manner that infringes any copyright, trademark, patent, trade secret, privacy, publicity, or other proprietary rights of any third party.
- Damage, destroy, disrupt, disable, impair, interfere with, overload, or otherwise harm the Application or related infrastructure.
- Falsify or remove any sender identification information, copyright management information, legal notices, or other identifiers relating to the origin or source of communications sent through the Application.
- Use the Application in violation of **https://www.twilio.com/en-us/legal/aup**

- Use the Application in violation of any applicable laws, regulations, telecommunications requirements, or industry standards.

The prohibited conduct in this AUP is not exhaustive.

2. **Customer Responsibilities.**
   a. Customer shall:

- use commercially reasonable efforts to prevent unauthorized access to or use of the Application and promptly notify Company of any such unauthorized access or use;
- provide reasonable cooperation and assistance in connection with requests, investigations, or inquiries from law enforcement authorities, regulators, telecommunications providers, messaging platforms, or governmental authorities relating to Customer's or its Authorized Users' use of the Application;
- remain solely responsible for all content, data, communications, campaigns, and messaging activities initiated, generated, transmitted, or distributed through the Application by Customer or its Authorized Users; and
- comply with all representations, warranties, obligations, and restrictions set forth in this AUP and the Agreement.

   b. By sending SMS, messaging, or other communications through the Application, Customer agrees to the following:

- Customer is solely responsible for ensuring that all communications sent through the Application comply with all applicable laws and regulations in the jurisdictions where messages are sent or received, including without limitation CAN-SPAM Act, CASL, GDPR, and other laws relating to privacy, electronic communications, consumer protection, anti-spam, and telecommunications.
- Customer must obtain all necessary consents, permissions, and opt-ins before sending messages through the Application and must maintain records of such consents where required by law.
- Customer must provide legally compliant opt-out or unsubscribe mechanisms where required by applicable law or industry standards.
- Customer is solely responsible for monitoring, managing, and maintaining message deliverability, sender reputation, routing quality, complaint handling, and compliance with carrier, messaging platform, and telecommunications provider requirements.
- Customer acknowledges that Company and its employees do not provide on-demand consulting services related to messaging deliverability, carrier compliance, sender reputation management, or telecommunications regulatory compliance.
- Company from time to time may provide general recommendations, documentation, or guidelines regarding messaging practices; however, Customer remains solely responsible for ensuring compliance and the successful delivery and lawful use of all communications sent through the Application.

3. **Suspension Rights.**

Company may suspend Customer's or any Authorized User's access to the Application, in whole or in part, upon written notice to Customer if Company, acting reasonably and in good faith, determines that:

- Customer or any Authorized User materially breaches this AUP, the Agreement, applicable Documentation, applicable law, or telecommunications provider requirements;
- Customer's use of the Application creates unusual, excessive, suspicious, unauthorized, or fraudulent traffic patterns, message volumes, or activity that may negatively impact the Application, Company systems, telecommunications providers, messaging platforms, or third parties;
- Company's provision of the Application becomes prohibited by applicable law, regulation, court order, governmental authority, telecommunications provider, or messaging platform requirement;
- Customer's or any Authorized User's use of the Application threatens the security, integrity, availability, reliability, or reputation of the Application, Company infrastructure, telecommunications providers, or messaging platforms; or
- information provided by Customer is false, inaccurate, misleading, outdated, or incomplete.

Customer shall remain responsible for all applicable fees, charges, Communications Surcharges, penalties, and liabilities incurred prior to or during any suspension period.

Company will use commercially reasonable efforts, where reasonably practicable under the circumstances, to:

- provide Customer with prior written notice of suspension and an opportunity to cure the applicable violation prior to suspension, except where immediate suspension is required to protect the security, integrity, availability, or compliance of the Application or where required by a telecommunications provider, messaging platform, regulator, or applicable law; and
- restore access to the Application promptly after the circumstances giving rise to the suspension have been resolved to Company's reasonable satisfaction.

4. Communications Charges and Telecommunications Fees

Customer acknowledges and agrees that fees payable for the Application do not include telecommunications provider charges, carrier fees, messaging surcharges, routing charges, regulatory fees, taxes, or other communications-related assessments (collectively, "Communications Surcharges").

Customer shall be solely responsible for payment of all Communications Surcharges associated with Customer's or its Authorized Users' use of the Application.

Company may display Communications Surcharges as separate line items in invoices.

Customer shall also be responsible for any fines, penalties, carrier fees, governmental assessments, regulatory charges, blacklist penalties, or other liabilities imposed on Company by any telecommunications provider, carrier, messaging platform, governmental authority, or regulator arising out of:

- Customer's or its Authorized Users' use of the Application;
- Customer Content or communications transmitted through the Application; or
- Customer's breach of this AUP, applicable law, carrier rules, or messaging platform requirements.

5. Compliance with Anti-Corruption, Trade, and Export Laws

Each party represents, warrants, and covenants that it shall comply with all applicable anti-corruption, anti-bribery, anti-money laundering, sanctions, export control, and international trade laws and regulations applicable to the Application and the parties' activities under the Agreement ("Trade Compliance Laws").

Customer further represents, warrants, and covenants that:

- neither Customer nor any Authorized User is identified on any applicable sanctions, denied party, blocked party, embargo, debarment, or restricted persons list maintained by any governmental authority;
- Customer shall not use the Application in or for the benefit of any prohibited jurisdiction, sanctioned country, restricted entity, or prohibited person;
- Customer shall not export, re-export, transfer, provide access to, or permit use of the Application in violation of applicable Trade Compliance Laws; and
- Customer shall promptly notify Company in writing of any actual or suspected violation of applicable Trade Compliance Laws relating to the Application.

Company may immediately suspend or terminate access to the Application if Company reasonably determines that Customer or any Authorized User has violated this Section or applicable Trade Compliance Laws.

6. Consents and Permissions

Customer represents and warrants that it has provided, and will continue to provide, all notices and disclosures, and has obtained and will maintain all necessary permissions, consents, opt-ins, approvals, and lawful bases required under applicable law to:

- collect, process, store, use, and transmit Customer Data through the Application;
- send communications through the Application; and
- enable Company and its subprocessors, telecommunications providers, and service providers to process Customer Data as necessary to provide the Application and related services.

Customer shall maintain adequate records evidencing such consents and permissions and shall provide evidence of the same upon the Company's reasonable request.

7. Data Protection

By purchasing a subscription to use the Application, the Customer understands that the Company engagei as a subprocessor Twilio and its affiliates and sub-processors as described at https://www.twilio.com/en-us/legal/data-protection-addendum.

8. Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE," AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR UNINTERRUPTED OPERATION, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE APPLICATION WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, TIMELY, OR FREE FROM LOSS; COMPANY DOES NOT GUARANTEE MESSAGE DELIVERY, MESSAGE ROUTING, DELIVERY TIMING, DELIVERY RATES, MESSAGE PRIORITIZATION, OR MESSAGE ACCEPTANCE BY ANY TELECOMMUNICATIONS PROVIDER, CARRIER, OR MESSAGING PLATFORM; COMPANY DISCLAIMS ALL LIABILITY RELATING TO TELECOMMUNICATIONS PROVIDERS, MOBILE NETWORK OPERATORS, CARRIERS, INTERNET SERVICE PROVIDERS, AND THIRD-PARTY MESSAGING PLATFORMS; AND CUSTOMER ACKNOWLEDGES THAT INTERNET AND TELECOMMUNICATIONS NETWORKS ARE INHERENTLY INSECURE AND THAT COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INTERCEPTION, LOSS, DELAY, ALTERATION, FILTERING, BLOCKING, OR FAILURE OF COMMUNICATIONS TRANSMITTED THROUGH SUCH NETWORKS.

9. Indemnification

Indemnification by Company

Company shall defend Customer and its officers, directors, and employees against any third-party claim alleging that the Application, as provided by Company and used in accordance with the Agreement, infringes such third party's intellectual property rights.

Company shall indemnify Customer against damages finally awarded by a court of competent jurisdiction or agreed in settlement by Company in connection with such claim.

Company shall have no liability to the extent any claim arises from:

- Customer's or any Authorized User's misuse of the Application;
- modifications not made by Company;
- Customer Content or communications transmitted through the Application;
- use of the Application in combination with third-party products or services not provided by Company; or
- Customer's breach of this AUP or applicable law.

Indemnification by Customer

Customer shall defend, indemnify, and hold harmless Company, its Affiliates, officers, directors, employees, contractors, telecommunications providers, and service providers from and against any claims, liabilities, damages, fines, penalties, investigations, regulatory actions, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Customer's or any Authorized User's use of the Application;
- Customer Content or communications sent through the Application;
- violation of this AUP, applicable law, carrier requirements, telecommunications rules, or messaging platform policies;
- lack of required consents, notices, or permissions;

- spam, unlawful messaging, fraud, phishing, or deceptive communications; or
- infringement or misappropriation of third-party intellectual property, privacy, publicity, or other rights by Customer Content or communications.

Indemnification Procedure

The indemnified party shall (1) promptly notify the indemnifying party of any claim; (2) permit the indemnifying party to control the defense and settlement of the claim; and (3) reasonably cooperate with the indemnifying party at the indemnifying party's expense. The indemnifying party shall not settle any claim in a manner that admits fault or imposes obligations on the indemnified party without the indemnified party's prior written consent, not to be unreasonably withheld.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, GOODWILL, DATA, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO THE APPLICATION OR THIS AUP, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE APPLICATION, THIS AUP, OR THE AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY FOR THE APPLICATION DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.