

Soprano Design's Rich Business Messaging (RBM) service uses rich communication service (RCS) messaging to allow its business customers to send messaging to end users with rich conversations via default carrier messaging apps. RCS messaging works with many networks, software and devices but it is not universally supported. Soprano Design has partnered with Jibe Mobile Inc, a subsidiary of Google LLC, to use its messaging platform to deliver RBM to end users.

By using our RBM service, you agree to the following terms which apply in addition to other documents that form part of your Service Contract with us. These RBM Terms override the other contractual documents to the extent of any inconsistency.

1. Prohibited Actions

- 1.1 You will not, and will not authorize any third party to:
- (a) generate automated, fraudulent or otherwise invalid or illegal activity;
 - (b) conceal ad- or transaction-related activity that must be disclosed;
 - (c) attempt to interfere with the proper functioning of RCS messaging;
 - (d) collect or use personal and confidential information, such as national identification number or social security numbers, health information, payment and financial data (e.g., credit card and bank account numbers), log-in credentials, passwords, or answers to security questions;
 - (e) use any information about user's online or offline state for any reason except to directly provide the services to the user, and under no circumstances in a manner that may surprise or disturb a user (including, but not limited to, sending a promotion based on them coming back online); or
 - (f) use or share user data without specific user consent for such use or sharing of that data.

2. Instructions to send and receive

2.1 In connection with your use of the RBM services, to contact and/or message end users based on phone number, you:

- (a) represent and warrant that you have been duly authorized by the subscriber of record to contact that telephone number via our RBM service, and
- (b) expressly instruct us to send messages (e.g., RCS messages) to that telephone number on your behalf in connection with our RBM service.

2.2 By providing any mobile or other telephone number to us in connection with our RBM service, you:

- (a) represent and warrant that you are the subscriber of record for that telephone number or have been duly authorized by the subscriber of record to use and grant others permission to contact that telephone number, and
- (b) expressly authorize us and our representatives to send messages (e.g., SMS, MMS, RCS messages) to that telephone number in connection with RCS messaging.

3. DISCLAIMER

3.1 TO THE EXTENT PERMITTED BY LAW, OUR RCS SERVICES ARE PROVIDED "AS IS," AND YOU USE IT AT YOUR OWN RISK. NEITHER WE NOR OUR SUPPLIERS MAKE ANY WARRANTY OR GUARANTEE IN CONNECTION WITH THE RCS SERVICE, AND WE MAKE NO PROMISE TO INFORM YOU OF DEFECTS OR ERRORS.

4. LIMITATION OF LIABILITY

4.1 YOU WILL NOT ATTEMPT TO HOLD US, OUR AFFILIATES, OR OUR PARTNERS RESPONSIBLE FOR ANY ACTS, ERRORS, OR OMISSIONS BY ANY THIRD PARTY IN CONNECTION WITH THE RCS SERVICES, INCLUDING WITH RESPECT TO ANY THIRD PARTY'S ACTIVITIES ON YOUR CONTENT, REGARDLESS OF THE THIRD PARTY'S INTENT.

5. Security Responsibilities

5.1 You are solely responsible for the use of RBM services, including:

- (a) making appropriate use of the services to ensure a level of security appropriate to the risk in respect of any personal data you wish to transmit;
- (b) securing the account authentication credentials, systems and devices you use to access the Service

5.2 We store production data in a global network of physically secure data centers. Our infrastructure systems are designed to eliminate single points of failure and to provide redundancy. We employ multiple layers of network devices and intrusion detection to protect our external attack surface. We make use of HTTPS encryption (SSL or TLS connection) within our network. Ultimately, however, RCS messaging does not support end-to-end encryption and we are not responsible for the security of data once it leaves our (or service provider's) systems.

5.3 By using our RBM services, you agree that the above security measures provide a level of security appropriate to the risk in respect of the personal data you transmit.

Last Updated: July 2020.