ADA BUSINESS MESSAGING SERVICES GENERAL TERMS AND CONDITIONS

The Services provided by ADA shall be provided in accordance with these ADA BUSINESS MESSAGING SERVICES GENERAL TERMS AND CONDITIONS ("**GTC**") and the ADA BUSINESS MESSAGING SERVICES ORDER FORM ("**Order Form**").

The Order Form together with this GTC forms an agreement between such Client and the ADA entity designated in the Order Form ("**ADA**") and is collectively referred to herein as the "**Agreement**".

Client and ADA are referred to herein individually as a "**party**", and collectively, as the "**parties**.

1. **DEFINITIONS**

    "**Account**" means the user account created by the Client on the Platform.

    "**ADA Group**" means ADA and its Affiliates and associated companies.

    "**Authority**" includes any supranational, national, state, municipal or local government, governmental, semi-governmental, intergovernmental, regulatory, judicial or quasi-judicial body, agency, department, entity or authority, stock exchange or self-regulatory organisation established under statute and shall include persons exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

    "**Affiliate**" means any entity that directly or indirectly controls, is controlled by or is under common control with the subject entity.

    "**API**" means an Application Programming Interface (API); a set of clearly defined methods of communication between the Channel Provider, Third Party Provider, or Platform (as applicable) and/or the Client's electronic system.

    "**Beta Product(s)**" is a service identified as a Beta Product in the Order Form which, upon request of the Client, is made available to the Client as part of ADA's Platform and/or API for testing and evaluation purposes.

    "**Business Day**" means Mondays through Fridays except for any Saturdays, any Sundays or any public holidays in the territory where ADA corporate entity domiciles in.

    "**Channel**" means the business messaging channel available within the Platform and/or API that is selected by the Client in the Order Form that enables the Client to communicate with their Target Audience.

    "**Channel Provider**" means the third-party Channel Provider who owns and/or manages the Channel.

    "**Client**" means an individual or entity, whose application to subscribe to the Platform, API and/or Services has been accepted by ADA via the Order Form.

    "**Client Content**" means data, information, material and content, including but not limited to text, pictures, photographs, software, video, music, sound, voice calls, and graphics, Target Audience details, including URLs, sites to which URLs are linked, pixels, tags, scripts, Verification Content, E-Voucher, Verification Result, or code provided by and/or submitted on behalf of the Client or uploaded unto the Platform and/or API by the Client.

    "**Event of Force Majeure**" means any of the following circumstances which occurs and which are beyond the reasonable control of a party and directly prevents that party from performing its obligations under this Agreement, including but not limited to war, epidemic, pandemic, lockdown, governmental action, civil commotion, armed conflict, riot, act of terrorism, fire, flood or other act of God (excluding for the avoidance of doubt, any labour dispute, labour shortages, strikes or lock-outs).

    "**Fees**" means the rates and charges payable by the Client in connection with the usage of the Platform, API and/or Services, as set out in the Order Form.

    "**Intellectual Property Rights**" means patents, inventions (whether patentable or not), copyright, moral rights, design rights, trademarks, trade names, business names, service marks, brands, logos, service names, trade secrets, know-how, domain names, database rights and any other intellectual property or proprietary rights or general intangibles of like nature (whether registered or unregistered) whether in the Intellectual Property Office or any similar agency or office , (whether registered or unregistered and whether

in electronic form or otherwise) including rights in computer software, and all registrations and applications to register any of these items, rights in the nature of those items in any country or jurisdiction, any rights in the nature of unfair competition rights and rights to sue for passing off.

"**Message(s)**" means each message or communication initiated by the Client (or, where applicable, its advertiser) to be delivered to the Target Audience via the Channel. For the purposes of this Agreement, "Message(s)" shall include all communications identified in the Report as Message(s), as determined and updated from time to time.

"**Personal Data**" shall have the same meanings ascribed to them under the Personal Data Protection Law.

"**Platform**" means the ADA Business Messaging Services Platform and or other platforms licensed to the Client accessible via the internet for the provision and use of the Services.

"**Personal Data Protection Law**" means the laws and regulations related to Personal Data protection imposed by any relevant authority, government in the Service Territory, which shall include all applicable regulations, subsidiary legislation, guidelines, orders and any statutory amendments or re-enactments made under the Personal Data Protection Law from time to time.

"**Sanction(s)**" refers to the measures imposed by Authority to restrict trade, financial transactions, or other economic activities with a specific country, entity, or individual. Types of sanctions may include financial sanctions, trade sanctions, embargo and diplomatic sanctions.

"**Sanctions Laws**" means applicable laws relating to Sanctions;

"**Sanctioned Person**" means any individual, company, entity or organisation that is subject to Sanctions imposed by the relevant Authority.

"**Schedule(s)**" means the applicable Schedules annexed to the Order Form.

"**Service(s)**" means the provision of business messaging solutions by ADA via the Platform and/or API that can be performed on managed services basis by ADA for and on behalf of the Client or where the Client may be granted access to the Platform and or API, to enable the Client to send Messages to the Target Audience, or use other available features within the Channel, and (if applicable) utilise the features available in the Platform including business messaging report, customer journey development, the AI Chatbot, the VoIP Program, Beta Products, VoIP Program Middleware Services, and E-Voucher and other services or features that ADA may make available to the Client from time to time through the Platform and/or API.

"**Service Territory**" means the territory specified in the Order Form where the Services are made available.

"**Session(s)**" means one or more sessions of communication (monologue or dialogue) within a 24-hour period between the Target Audience and Client (or, where applicable, its advertiser) transmitted via the Channel that is initiated either by the Target Audience or the Client. For the purposes of this Agreement, "Session(s)" shall include all communications identified in the Report as Session(s), as determined and updated from time to time.

"**Specific Terms**" means the specific terms and conditions as more particularly described in Clause 2 below in respect of the Services, where applicable.

"**Target Audience**" means business customers or prospective customers of the Client.

"**Third Party Provider**" means any third-party entity engaged to provide any services or support related to the Services provided by ADA under this Agreement.

"**Term**" means the Term specified in the Order Form.

2. **THE PLATFORM, API AND SERVICES**
   2.1. ADA grants the Client access to the Channel and, upon Client's request, ADA may also provide the access to the Services through the Platform and/or API, under the terms and conditions set out in this Agreement.
   2.2. ADA hereby grants the Client a limited, non-exclusive, non-transferable, non-sublicensable right and license during the Term to remotely access and use the Platform, and/or API (as applicable) under the terms of this Agreement. The Client shall have access to the Platform, and/or API only through remote access through the confidential password-protected login process provided by ADA and the Client shall be responsible for maintaining the confidentiality of such passwords, among its employees, and any approved agents and subcontractors, if any.

2.3. Unless otherwise agreed in writing, ADA shall take reasonable commercial efforts to ensure that the Platform, and/or API shall be normally operational and accessible at all hours (excluding scheduled maintenance, upgrades and downtime caused by Channel Provider, Third Party Provider, or network providers through no fault of ADA). During any scheduled maintenance, upgrades and downtime, it will not be possible to use or access the Platform, and/or API. Nothing herein or in any warranty shall obligate ADA to deliver support services in excess of what is described in this Agreement.

2.4. The Client agrees to: (a) keep confidential and secure all user identification numbers, passwords and other security processes and devices issued by ADA and ensure that only authorised users have access to the Platform, and/or API; and (b) promptly notify ADA in writing if Client suspects that the Account or Platform and/or API security has been breached or compromised within 24 (twenty-four) hours after such incident occurs.

2.5. The Client represents that all users of the Platform, API and the Services are the Client's duly authorised agents, and that the Client shall be solely liable for all transactions or activities conducted using the Platform and/or API on Client's behalf (including but not limited to the dissemination of Messages, delivery of Client Content creation of templates, communication with Target Audience) which transactions and activities are irrevocable and binding, even if entered into by or arising from a mistake, failure or inadvertent or unintentional acts or omissions.

2.6. The Client understands that Client Content, whether publicly posted or privately transmitted, is the sole responsibility of the Client and that the Client (and not ADA), is solely responsible and liable for the Client Content that the Client uploads, posts, emails, transmits or otherwise makes available through the Platform, Services, or API.

2.7. Managed Services
   a. Upon the Client's request, ADA may provide the Services on a managed services basis (including managing the Client's activities or transaction on the Platform on its behalf or delivering the Client Content to certain audience segment or other segment profiles made available by ADA or through ADA in the Platform).
   b. Unless otherwise agreed between the Parties in writing, the Client shall submit the Client Content required for the Services and in the formats requested to ADA as soon as practicable before the respective campaign start date in the approved ad format, and time shall be of the essence.
   c. The Client's failure to meet applicable specifications and timelines hereunder may delay or prevent ADA's ability to meet the milestones or timelines agreed between the Parties at the time of entering into this Agreement.
   d. The Client will notify ADA in writing (as soon as possible) of any delays in delivering Client Content and provide ADA with a revised timetable for supplying such Client Content. ADA will not be responsible for any delays, missed milestones or deadlines or additional expenses incurred due to the late delivery or non-delivery of content and materials by the Client where required by ADA.
   e. The Parties acknowledge and agree that ADA is not responsible for or liable for any errors defect and/or inaccuracy in any and all Client Content, including its delivery to the audience segments or Target Audience, which has been previously approved by the Client. The Client understands that the delivery and targeting of the Client Content to the audience segments or Target Audience shall be made by ADA on a reasonable efforts basis including as to its accuracy based on the data available to ADA.

2.8. Beta Products
   a. From time to time, ADA may designate certain new functionality or services to be made available in connection with the Services as Beta Products.
   b. Any use of such Beta Products is at the Client's discretion and shall be subject to the terms and conditions set forth in this Agreement. Client acknowledges and understands that (a) Beta Products are incomplete and still in development, may contain bugs, errors, defects or deficiencies, may materially change prior to a full commercial launch (if any), and may never be released commercially, (b) Client's use of the Beta Products will be for purposes of evaluating and testing the Beta Products and for providing feedback to ADA, (c) ADA has no obligation whatsoever to correct errors or provide any technical support or revisions or updates to the Beta Products, and (d) ADA may at any time change, withdraw, suspend or discontinue any Beta Products (in whole or in part) in its sole discretion.
   c. Without limiting the generality of any disclaimers in the Agreement, the Beta Products are provided "as is" and "as available" and are exclusive of any warranty whatsoever.
   d. ADA will have no liability for any harm or damage arising out of or in connection with the Client's use of Beta Products.

2.9. In addition to this GTC, the following Specific Terms shall apply to the following Services:
   a. in the case of an "E-Voucher" (or any part thereof), the Specific Terms set out in Schedule 1 hereto shall apply.
   b. in the case of "VoIP Program" (or any part thereof), the Specific Terms set out in Schedule 3 herein shall apply.
   c. in the case of "AI Chatbot" (or any part thereof), the Specific Terms set out in Schedule 4 herein shall apply.

3. **REPRESENTATIONS AND WARRANTIES**

   3.1. The Parties' Representations and Warranties.

Each party represents and warrants that: (a) it is duly organised, validly existing, and in good standing in the jurisdiction it is formed; (b) its execution and delivery of this Agreement has been duly and validly authorised and this Agreement constitutes a valid, binding, and enforceable obligation upon its execution; and (c) the parties shall comply with all applicable laws in performing this Agreement.

   3.2. Representations and Warranties by Client.

The Client represents and warrants that:

(a) the execution, delivery, and performance of this Agreement will not be in conflict with or constitute a default under the terms of any agreement, instrument, judgment, decree, or any order, statute, rule, or governmental regulation applicable to the Client;

(b) all of the information provided by the Client to ADA, including, Client Content and any information provided on behalf of the Client, is complete, true, accurate, and current and the Client has the right (including the applicable licences and approvals from regulatory authorities) to conduct its business, including offering its products or services;

(c) the Client has the right or authorisation to use, market, deliver, upload, and promote the Client Content, in accordance with this Agreement and are compliant with all applicable laws;

(d) it shall ensure that the Client Content disseminated through the Platform, and/or API are only used to target or contact Target Audience who have consented to receive such Client Content; and

(e) it shall ensure that:

    (i) the Client Content shall not violate applicable laws, guidelines, policies, regulations, codes of conduct or third-party rights, including the terms and policies of the Channel Provider and/or Third Party Provider;

    (ii) the Client Content shall not libel, defame or cause injury or invade the privacy or otherwise infringe or violate the rights of any third party, whichever the case may be;

    (iii) the Client Content shall not contain any viruses, worms, defects, trojan, malware or any malicious code;

    (iv) the Client Content shall not violate applicable laws or regulations in jurisdictions in which each Client Content is placed or disseminated; and

    (v) Client Content, and Client usage of the Services shall adhere to the Content Restriction and Policies found in the Order Form.

The prohibition shall not be limited to the above and ADA reserves the right to, at its sole discretion, regard any Client Content as prohibited content and refuse to disseminate such Client Content without any liability and/or penalty to the Client.

   3.3. Representations and Warranties by ADA

ADA represents and warrants that:

a) during the Term it shall use reasonable commercial effort to ensure that it shall obtain and maintain all licenses, approvals or access granted to ADA (including but not limited to the licenses or access to the Channel Provider, Third Party Provider, or its APIs) required for ADA's execution, delivery, and performance of this Agreement; and

b) it shall perform the Services in compliance with the terms of this Agreement.

4. **CLIENT'S OBLIGATIONS**

   4.1. The Client's obligations are as follows:

(a) The Client may not contractually bind ADA or make any representations to any third party on behalf of ADA. The Client will not engage in any unconscionable, false, deceptive, misleading, or fraudulent conduct, including by misrepresenting its own websites as the official website for any media. The Client must ensure the truthfulness and accuracy of prices, promises, gifts, data, information, and rewards described in the Client Content. The Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Content. Client will not advertise substances, services, products, or materials that violate applicable laws;

(b) The Client will not, and will not allow any third party to use any automated means, form of scraping, or other data extraction methods to access, query, collect, or use information from the Platform, Services, and/or API without ADA's prior written consent;

(c) The Client shall not do anything to modify, reverse engineer, reverse compile and disassemble or cause or allow any other party to modify, reverse engineer, reverse compile or disassemble the Platform, Service, and/or the API;

(d) The Client shall not provide a competitor of ADA with access to, or provide or extract information about, the Platform, Services and/or API for any purpose or reason;

(e) The Client agrees that each and every Client Content, which will be uploaded, processed or transmitted through the Platform and/or API can be monitored by ADA prior to the processing or release of the Client Content;

(f) The Client Content may be sent in multiple languages and the Client shall ensure the accuracy of the languages used and ADA shall not be liable for any non-accurate translation in the course of the translation of the languages;

(g) The Client shall be responsible for Client Content submitted by or on the Client's behalf through the Platform and/or API including all targeting decision made by or on the Client's behalf;

(h) The Client shall keep all Target Audience information confidential and shall not use such information for any other purpose except for the purpose of fulfilling its obligations hereunder;

(i) The Client shall not use, reproduce, and/or display any trademarks, service marks, logos and brand names of ADA for any other promotional or advertising material without the prior written consent of ADA;

(j) The Client shall not, and shall not allow any other party to:
  (i) license, sublicense, copy, modify, distribute, create, sell, resell, transfer, or lease any part of the Platform, API and/or its contents;
  (ii) where applicable, reverse engineer or attempt to extract the source code of Platform, and/or API, except as allowed under law; or
  (iii) use, display, or manipulate any of Channel and/or ADA's names, marks, or works for any purpose other than to the purposes stipulated under this Agreement.

(k) The Client shall inform ADA in writing of any changes to any information, or Client Content provided to ADA; and

(l) The Client shall comply with the terms and requirements under the applicable Schedule(s).

5. **TERM AND TERMINATION**
  5.1. This Agreement shall be effective during the Term unless terminated in accordance with this Agreement.
  5.2. Either party may, without prejudice to any of its other rights and remedies, terminate this Agreement by serving written notice on the other party if:
    (a) the other party commits a material breach of any of its obligations under this Agreement and such party fails to remedy the breach, if the breach is capable to be remedied, within thirty (30) days from the date of the breach and if the breach is a material breach other than otherwise specifically provided for herein (a material breach means a breach which has a serious effect on the benefit which the terminating party would derive from this Agreement), two (2) weeks after being given notice to do so; or
    (b) the other party shall go into liquidation whether compulsory or voluntary (otherwise than for the purposes of restructuring or amalgamation which shall have been approved in advance) or if a petition shall be presented or an order made for the appointment of an administrator in relation to the other party or if a receiver, administrative receiver, judicial manager or manager shall be appointed over any part of the assets or undertaking of the other party and such appointment is not revoked within thirty (30) days from the date of such appointment or if any event analogous to any of the foregoing shall occur in any jurisdiction.
    (c) a Party has reasonable grounds to believe that the other Party, or any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents, or subcontractors, is or has become a Sanctioned Person, or is owned, controlled by, or acting on behalf of a Sanctioned Person;
    (d) a Party has reasonable grounds to believe that the other Party, or any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents, or subcontractors has violated or potentially violated the Sanctions Laws; or
    (e) a Party has reasonable grounds to believe that the other Party, or any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents, or subcontractors has entered into any contract, transaction, agreement, arrangement or otherwise engaged in any commercial activity that could violate the Sanctions Laws or reasonably be expected to result in it being designated as a Sanctioned Person.
  5.3. Without prejudice to the rights and remedies available to ADA under this Agreement and without liability to the Client, ADA may at its sole discretion, choose to terminate or indefinitely suspend (for such period at ADA's sole discretion) this Agreement immediately by serving a written notice on the Client:
    (a) if the Client fails to pay any amount due under this Agreement on the due date of the invoice and remains in default for not less than fourteen (14) days after being notified in writing to make such payment;
    (b) if any changes to the provisions of laws and regulations and/or government policies render it commercially impractical or unlawful for ADA to continue the performance of this Agreement; or
    (c) in the event of termination, expiration or material loss of the licenses, approvals or access granted to ADA (including but not limited to the licenses or access to the Channel Provider, Third Party Provider, or their APIs).
  5.4. ADA may terminate this Agreement in its entirety at any time without cause or liability to the Client, by providing the Client with fourteen (14) days' prior written notice.
  5.5. If Client terminates the Agreement during the Initial Term, ADA shall be entitled to charge the Client the amount which equals to the remainder of the Monthly Subscription Fee for the Initial Term as stated in the Order Form and other Fees (including Minimum Commitment) incurred and/or committed by the Client.
  5.6. Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

6. **PAYMENT TERMS**

6.1. Unless otherwise mutually agreed in writing, ADA's Fees in relation to the Services shall be as set out in Order Form.

6.2. All costs and expenses relating to payment shall be borne by the paying party. Each party is responsible for complying with and paying all taxes, duties, regulatory assessments, or surcharges assessed by its government authorities with jurisdiction over its activities or the Services. In the event of a valid invoice dispute, the Client shall raise the matter as soon as practically possible with ADA but however shall remain liable under the terms of this Agreement for any undisputed amounts including those within the disputed invoice.

6.3. The Fees under this Agreement exclude all sales taxes (including, but not limited to, value-added tax, service tax or similar taxes), duties or levies imposed by any authority, government or government agency and/or other applicable governmental fees. If the paying party is legally required:

(a) by law to deduct or withhold any taxes from any amount payable under this Agreement, then such amounts payable shall be increased as necessary so that the other party receives an amount equal to the sum it would have received had no such deduction or withholding been made; and

(b) to deduct any tax under this Agreement, paying party will pay such tax to the relevant tax authority by the deadline under applicable law on behalf of the invoicing party. The paying party shall then promptly furnish the invoicing party (at its own costs) with the applicable tax receipts from the relevant tax authorities confirming the amount of such tax payments paid by the paying party.

6.4. If the invoicing party is entitled to a preferential tax rate under an applicable tax treaty, the paying party shall endeavour to apply the reduced tax rate or tax exemption. Invoicing party shall then furnish to paying party evidence of its tax residence status by way of letter or certificate or any other required documents prior to paying party making its first payment to the invoicing party under this Agreement.

6.5. Unless otherwise stated in the Agreement, ADA will issue an invoice every month and the Client, shall, within thirty (30) days from the date of the invoice, make payment of the invoice in full, based on the payment instructions on such invoice, with no right to set-off for any reason whatsoever.

6.6. If the Client in good faith disputes any portion of an invoice, the Client shall pay the undisputed portion of the invoice and submit written notice to ADA regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to ADA within sixty (60) days from the date of the invoice. The Client waives the right to dispute any Fees not disputed within such sixty (60) day period. The parties shall negotiate in good faith to attempt to resolve any such disputes within sixty (60) days after the Client's delivery of the applicable Fee Dispute Notice.

6.7. Without prejudice to ADA's other rights and remedies under this Agreement, while any invoice remains overdue and unpaid, ADA shall be entitled to withhold any provision of the Services.

6.8. Penalty for late/past due payment beyond the agreed payment terms is at 5% per annum of the amounts being late/past due from the period commencing from the due date up until the date of the actual payment, or the highest rate permitted by law, whichever is lesser.

6.9. ADA shall have the right at any time and from time to time, to require the Client to prepay or make advance payment or provide a deposit towards the Fees, in whole or in part, upon ADA giving at least five (5) days' prior written notice.

7. **INDEMNIFICATION, DISCLAIMERS AND LIMITS OF LIABILITY**

7.1. The Client shall fully and effectively indemnify and keep ADA indemnified from and against any and all losses, liabilities, damages and expenses (including legal fees on a full indemnity basis) incurred by or awarded against ADA a result of, or in connection with:

a. the Client's alleged breach of its representations and warranties under this Agreement;

b. any claims for intellectual property rights infringement relating or in connection with Client Content;

c. any claim for infringement of any ADA's trademarks or any other intellectual property rights owned by or licensed to ADA;

d. any negligence, misconduct, or breach of obligations under this Agreement by the Client or the Target Audience (including any breach of the terms set out in Schedule 1 of the Order Form);

e. any modification or combination of the Services with other products that is not performed or approved by ADA or specifically set out in this Agreement;

f. any Client's use of the Services where the alleged infringement would not have occurred but for the Client's use of the Services; and

g. any other unlawful conduct engaged or non-compliance with any applicable laws and regulations by the Client in relation to the performance of its obligations under this Agreement; and/or any third-party claims, fines, penalties or compensation imposed by any governmental authority, Channel Provider, or Third Party Provider on ADA, in respect of ADA's performance of the Services, where such fines, penalties or compensation were incurred by ADA as a result of the Client's breach of this Agreement or ADA's reliance on the Client's representations, warranties, directions or instructions or Client's activities on the Platform, or API.

In the course of defending, settling or paying damages on behalf of ADA, the Client shall not make any admission of fault or liability on behalf of ADA without ADA's prior written consent.

7.2. ADA's indemnification obligations are conditioned on the indemnified party providing the indemnifying party with: (a) prompt written notice of any matter that is subject to indemnification hereunder; (b) the

right to assume the exclusive defense and control of any such matter (provided that the indemnified party may participate in the defense at its own expense); and (c) cooperation with any reasonable requests assisting the indemnifying party's defense of such matter.

7.3. ADA SHALL NOT BE LIABLE TO THE CLIENT IN CONTRACT, TORT, EQUITY, STATUTE, OR UNDER ANY OTHER CAUSE, FOR ANY LOSS, DAMAGE, COST OR EXPENSES OF ANY NATURE WHATSOEVER, INCURRED OR SUFFERED BY THE CLIENT, IF THE LOSS, DAMAGE, COST OR EXPENSE (I) IS INDIRECT, CONSEQUENTIAL, OR CONSTITUTES OTHER SPECIAL DAMAGES; OR (II) IN TERMS OF TURNOVER, PROFIT, BUSINESS OR GOODWILL, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH A RELEVANT BREACH, AND EVEN IF ARISING AS A DIRECT AND NATURAL RESULT OF THE RELEVANT BREACH.

7.4. NOTWITHSTANDING ANYTHING TO THE CONTRARY ELSEWHERE CONTAINED HEREIN, ADA'S MAXIMUM LIABILITY TO THE CLIENT, IN ANY EVENT SHALL NOT EXCEED THE AGGREGATE CHARGES OR PAYMENTS PAID TO ADA UNDER THIS AGREEMENT FOR THE SIX (6) MONTHS PERIOD PRECEDING THE DATE THE FIRST LIABILITY AROSE.

7.5. IF ADA RECEIVES NOTICE OF AN ALLEGED INFRINGEMENT, ADA SHALL HAVE THE RIGHT, AT ITS SOLE OPTION, TO OBTAIN THE RIGHT TO CONTINUE USE OF ADA'S SERVICES, API AND/OR THE PLATFORM; OR TO MODIFY ADA'S SERVICES, API AND/OR THE PLATFORM; SO THAT IT IS NO LONGER INFRINGING. IF NEITHER OF THE FOREGOING OPTIONS IS REASONABLY AVAILABLE TO ADA, ADA AT ITS SOLE DISCRETION, MAY TERMINATE THE LICENSE RIGHTS GRANTED UNDER THIS AGREEMENT AND ADA SHALL REFUND A PRO-RATA AMOUNT OF THE FEE BASED ON THE REMAINING TIME IN THE CURRENT TERM. THE FOREGOING ARE ADA'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT.

7.6. THE SERVICES, PLATFORM AND/OR API ARE PROVIDED FOR THE CLIENT'S USE ON AN 'AS-IS' BASIS. ADA DOES NOT MAKE ANY REPRESENTATIONS THAT THE SERVICES, API AND PLATFORM (INCLUDING RECOMMENDATIONS, INFORMATION OR DATA) WILL: (I) BE ERROR FREE; (II) BE FIT FOR ANY PARTICULAR PURPOSE, WHETHER OR NOT ADA HAS NOTICE OF THAT PURPOSE; (III) PRODUCE ANY PARTICULAR RESULTS, OR THAT SUCH RESULTS WILL BE ACCURATE, ADEQUATE, RELIABLE OR TIMELY; OR (IV) RECEIVE OR TRANSMIT CONTENT OR INFORMATION ACCURATELY, ADEQUATELY, RELIABLY OR TIMELY. SAVE FOR THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT, ADA HEREBY EXCLUDES ALL IMPLIED TERMS, CONDITIONS AND WARRANTIES, INCLUDING ANY IMPLIED CONDITIONS OF SATISFACTORY QUALITY OR FITNESS FOR PURPOSE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

7.7. ADA PROVIDES NO GUARANTEE THAT THE PLATFORM, API AND SERVICES WILL PROVIDE ANY SPECIFIC RESULTS. IN PARTICULAR, AND WITHOUT LIMITING THE FOREGOING, NO GUARANTEES, WARRANTIES OR REPRESENTATIONS ARE MADE AS TO SALES OR REVENUE THAT MAY BE ACHIEVED OR THAT THE CLIENT WILL RECEIVE ANY NEW OR INCREASED NUMBERS OR CUSTOMERS OR SALES AS A RESULT OF ADA SERVICES, API OR THE PLATFORM OR ACCURACY OR COMPLETENESS OF ANY THIRD-PARTY OR PROVIDER DATA MADE AVAILABLE. FURTHERMORE, ADA DOES NOT REPRESENT OR WARRANT THAT THE PLATFORM, API OR ADA SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE OR OPERATE WITHOUT LOSS OR CORRUPTION OF DATA OR TECHNICAL MALFUNCTION.

7.8. THE CLIENT ACKNOWLEDGES THAT THE PLATFORM, SERVICES AND/OR API OPERATES IN AN ONLINE ENVIRONMENT AND, ACCORDINGLY, THE SERVICES, API AND/OR PLATFORM'S AVAILABILITY, DATA SECURITY, AND PERFORMANCE RELIES ON THIRD PARTY INFRASTRUCTURE AND SERVICES, E.G. HOSTING SERVICES, VERIFICATION SERVICES, DATA SECURITY AND STORAGE SERVICES, TELECOMMUNICATION NETWORK, PROVIDER'S SYSTEM, INTERNET SERVICE PROVIDER NETWORK, SERVICES SUPPLIED BY THIRD PARTIES. TO THE EXTENT THAT THERE IS A BREACH OF THIS AGREEMENT BY ADA AND THAT BREACH IS CAUSED BY A DEFAULT BY A THIRD PARTY INFRASTRUCTURE AND PROVIDER (INCLUDING DEFAULT OR INFRINGEMENT, ACTUAL OR ALLEGED, OR DATA BREACH (INCLUDING PERSONAL DATA), INACCURACY OF VERIFICATION SERVICES, OR SERVICE OUTAGE BY THE THIRD PARTY PROVIDER), THEN THAT BREACH IS NOT A BREACH OF THIS AGREEMENT AND ADA SHALL NOT BE LIABLE TO THE CLIENT FOR ANY LOSS SUFFERED BY THE CLIENT OR CAUSED BY THE THIRD-PARTY DEFAULT.

8. <u>CONFIDENTIALITY</u>

8.1 Each party hereto shall use its best efforts to keep in strict confidence and shall bind all of its employees and agents to keep in strict confidence, all commercial and technical information in whatever form acquired by it (whether directly or indirectly) from or concerning the other party or in connection with the performance of the Agreement (hereinafter called "**Confidential Information**"). No party shall utilise such Confidential Information or at any time disclose any Confidential Information to any third party for any purposes other than those contemplated herein.

8.2 The following information shall be excluded from the foregoing scope of Confidential Information:

(a) information which at the time of disclosure is generally available to the public;

(b) information which after disclosure becomes generally available to the public through no fault of the receiving party;

(c) information which the receiving party can show was in its possession prior to disclosure and which was not acquired directly or indirectly from the other party;

(d) information which the receiving party can show was received by it after the time of disclosure from any third party without any obligation of confidentiality and which was not acquired directly or indirectly from the other party; or

(e) information which the party concerned shall be compelled to divulge if required by applicable laws.

8.3 Any information provided or divulged by ADA to the Client under this Agreement shall be the sole and exclusive property of ADA and the Client shall not in any event whatsoever derive any right or license to use such information for such other purpose other than as specifically set out herein.

8.4 The confidentiality obligations set out in this clause shall survive the termination of this Agreement.

9. DATA PROTECTION

9.1. Each party undertakes, where applicable, to comply fully with the applicable Personal Data Protection Laws and to procure that its employees, agents and contractors observe the said laws, regulations and/or policies. Any breach or potential breach of the provisions of this clause shall be immediately notified in writing by the breaching party to the non-breaching party.

9.2. The Client represents and warrants to ADA that the Client Content received from Client has been collected or submitted to the Platform or through the API is in compliance with Personal Data Protection Laws including but not limited to the Client obtaining (where applicable) the opt-in consent from the data subjects or otherwise legally obtained to entitle the Client to provide ADA and the Channel Provider and/or the Third Party Provider with personal data and/or personally identifiable information for the purposes set forth under this Agreement, including for transfer of personal data and/or personally identifiable data across national jurisdictions. The Client further warrants to ADA that any Client Content received from the Client may legally be processed in the manner necessary to perform the Services.

9.3. The Client shall provide ADA with written information on the categories of data to be processed by ADA on behalf of the Client as part of the provision of each Service, including but not limited to information on the categories of the data subjects, the types of data being processed, and (where applicable) information on any special categories of personal data or sensitive data. The Client is responsible for ensuring the accuracy and completeness of the data specification provided to ADA and shall cooperate with ADA to keep it updated.

9.4. The Client shall:

(a) comply with ADA's information technology, security and usage policies notified to it from time to time and ensure that its Personnel do the same;

(b) take all necessary steps to prevent any viruses or malware being introduced into any software or onto any of the Platform, API and/or any information technology (including computer hardware) used by the Client in relation to the Platform and/or API;

(c) procure that no unauthorised third party will, as a result of any act or omission of the Client, obtain access to the Platform, and/or API;

(d) apply security procedures to guard against the loss, destruction, corruption or alteration of the Platform, and/or API data in the possession or control of (or accessed by) the Client;

(e) ensure that it does not deliberately or negligently corrupt or erase the Platform's data, API and/or any information technology (including computer hardware) in relation to the Platform and/or API; and

(f) not disclose passwords supplied by ADA to access the ADA systems or any information technology (including computer hardware) used by the Client in relation to the Platform and/or API to any person without ADA's written approval.

9.5. Following the Client's discovery of any suspected or actual personal data protection breach or other security breach, the Client shall notify ADA of such incident, and promptly take appropriate actions in compliance with applicable Laws to address and remedy such incident (including taking any other actions reasonably requested by ADA, the Channel Provider, or the Third Party Provider). Such notice to ADA must describe the nature of the personal data protection breach or other security breach, when the personal data breach or other security breach occurred and the effect on ADA, Channel Provider and/or Third Party Provider.

9.6. Upon termination of this Agreement, except for data that ADA retains for a limited amount of time as required by applicable laws or best practices related to financial, tax, operational record-keeping, or audits, ADA will delete the Client data from the Platform and API.

9.7. The Client agrees and acknowledges that any data (including personal data) that is uploaded and/or processed through the Channel Provider's or Third Party Provider's platform, network API, and/or electronic system shall be subject to the Channel Provider's or Third Party Provider's privacy and data policies including those specified in Schedule 1.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. The Client represents and warrants that it owns or is otherwise licensed to use, all Intellectual Property Rights in the Client Content and Client's electronic system (including Client's API and platform). The

Client grants ADA, Channel Provider, Third Party Provider and its licensors a limited, non-exclusive, worldwide, royalty-free and fully-paid license to use, perform, reproduce, display, transmit, and distribute Client Content in accordance with this Agreement. The Client grants ADA, the Channel Provider, and the Third Party Provider and its licensors a limited, non-exclusive, worldwide, royalty-free and fully paid license to use, access and modify Client's electronic system in accordance with and for purposes contemplated under this Agreement.

10.2. The Client acknowledges and agrees that the Platform, API all modifications, enhancements and additions thereto, and all passwords, usernames, customer databases, audience segments, site entry procedures and Platform use information are the intellectual property rights of ADA, Channel Provider, Third Party Provider, and its licensors (as applicable), and except to the extent expressly authorised in writing by ADA, the Client shall receive no rights in or to the same.

10.3. ADA shall retain the right to use in any way it considers appropriate, any skills, techniques, processes, methodologies or know-how acquired, developed or used in the course of performing the Services, and any improvements or modifications to the Platform or to other ADA products or services created during the course of the Services or use of the Platform will vest exclusively in ADA. Client agrees that any suggestions, feedback, recommendations, or ideas the Client provides to ADA regarding Services or the Platform, or its other services or product and any suggested improvements thereto will be the exclusive property of ADA. ADA may also use data about Client's usage of the Platform for internal purposes such as operating, maintaining and improving ADA's products and services. Where the foregoing assignment of right is prohibited by applicable law, the Client hereby grants ADA an exclusive, transferable, worldwide, perpetual, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all feedback as ADA may determine in our sole discretion.

10.4. All rights not expressly granted in this Agreement are reserved by ADA.

11. **FORCE MAJEURE**

11.1 Save for the obligation to make payments under this Agreement, neither party shall be responsible for any failure or delay in the performance of this Agreement if the failure or delay is due to an event beyond the reasonable control and without the fault or negligence of the party seeking to excuse performance, including without limitation, acts of God, acts of terrorism, war, pandemic, epidemic, labour disputes and strikes, fire, flood, riot, and unforeseen delays in transportation or communications (each, a **"Force Majeure Even**t"). Any party seeking to excuse or delay performance due to a Force Majeure Event shall provide detailed written notice to the other party of the nature and anticipated duration of the delay. A party claiming the benefit of a Force Majeure Event shall use all reasonable efforts to avoid or overcome the causes affecting performance and diligently fulfil all outstanding obligations within fourteen (14) days. In the event that any such Force Majeure Event continues in excess of thirty (30) days, the party receiving such notice of excuse or delay shall have the right to terminate this Agreement upon thirty (30) days' written notice to the other party, provided that, if the Force Majeure Event ceases within such thirty (30) days period, this Agreement shall remain in full force and effect upon prior written notice of the party affected by the Force Majeure Event to the other party.

12. **NON-SOLICITATION AND ANTI BRIBERY**

12.1. The Client shall not, without the prior written consent of ADA, at any time from the date of this Agreement until the expiry of the one (1) year period after expiry or early termination of this Agreement, solicit or entice away from ADA or employ or attempt to employ any person who is, or has been, engaged as an employee of ADA in the provision of the Services. This clause does not impose any restriction upon Client's general recruitment processes, where such processes do not directly target ADA's employees and where the ADA's employee respond to such processes on his own accord.

12.2. The parties shall always comply and shall ensure that its directors, employees, representatives, agents, and sub-contractors comply with the applicable laws and regulations concerning bribery, corruption, fraud, anti-money laundering and any other prohibited business practices in any jurisdiction including but not limited to laws relating to criminal practices or conduct such as the Penal Code and anti-bribery or anti-corruption laws as well as all other applicable laws, rules, regulations, ordinances, and codes, directives and any anti-bribery and anti-corruption terms or policies that applies to the parties from time to time. The parties must keep accurate and complete records and supporting documentation to demonstrate that it is in compliance with this provision, and each party agree to allow the other party or the relevant authorities or both to access and inspect the other party's books and records to audit and verify the other party's compliance if required by a competent governmental or regulatory authority. Each party shall immediately notify the other party if it becomes aware of any breach of this provision and the parties agree that any non-compliance shall be deemed as a material breach of this provision. If a party has committed any breach under this provision, the other party may immediately at its absolute discretion terminate this Agreement, without any ensuing obligations nor liabilities to the other party.

12A. **SANCTIONS**

12A.1 Each Party represents and warrants that:

(a) neither it nor any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents or subcontractors is a Sanctioned Person or is owned or controlled by, or acting on behalf of, a Sanctioned Person; and

(b) neither it nor any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents or subcontractors has violated or potentially violated the Sanctions Laws; and

(c) neither it nor any of its shareholders, subsidiaries, directors, officers, employees, representatives, agents or subcontractors has entered into any contract, transaction, agreement, arrangement or otherwise engaged in any commercial activity that could violate the Sanctions Laws or reasonably be expected to result in it being designated as a Sanctioned Person.

12A.2 Each of the Parties shall, during and throughout the Term, observe and comply with the Sanctions Laws and shall ensure that its shareholders, subsidiaries, directors, officers, employees, representatives, agents or subcontractors do not violate any Sanction Laws.

12A.3 In the event a Party has knowledge that it or any of its subsidiaries, directors, officers, employees, representatives, agents or subcontractors has:

(a) become a Sanctioned Person;

(b) violated any Sanctions Laws;

(c) violated this Clause; or

(d) entered into any contract, transaction, agreement, arrangement or otherwise engaged in any commercial activity that could violate any Sanctions Laws or reasonably be expected to result in it being designated as a Sanctioned Person.

then the Consultant shall provide notice in writing ("**Sanctions Notice**") to the other Party as soon as practicable (and in any event, within two (2) calendar days) after becoming aware of such information.

12A.4 If a Party delivers a Sanctions Notice to the other Party and the other Party solely considers that the event described in Clause 12.A.3 renders it impossible or unlawful (a) for the other Party to substantially or partially fulfil its obligations under this Agreement, (b) for the other Party to remain a party to this Agreement, or (c) for the first Party to perform its obligations under this Agreement, the other Party may, at its sole discretion, terminate this Agreement with immediate effect and without incurring any liability whatsoever by issuing a termination notice to the other Party.

12A.5 Clause 5.6 shall apply to the termination of this Agreement under Clause 12A.3, Clause 5.2(c), Clause 5.2(d) or Clause 5.2(e) by ADA, to the maximum extent allowed by the Sanctions Laws and applicable laws.

12A.6 For the purpose of termination pursuant to Clause 12A.3, Clause 5.2(c), Clause 5.2(d) or Clause 5.2(e), notwithstanding anything provided herein, Client remains liable to make payment to ADA for any amounts outstanding for the Services that have been performed up to the date of termination.

13. **OTHER TERMS**

13.1. **Assignment.** Neither party may assign, transfer or novate this Agreement without the written consent of the other party which is not to be unreasonably withheld or delayed. Notwithstanding the above, ADA may assign, transfer or novate this Agreement, in whole or in part, to any of its Affiliate with prior notice to the Client.

13.2. **Subcontract.** The Client acknowledges and agrees that Services may be performed by ADA's Affiliate. Client acknowledges that ADA may delegate, sub-contract or assign certain or all portion of ADA's obligations under the Agreement to any third-party service provider or ADA's Affiliate without prior notice to the Client.

13.3. **Independent Contractor**. This Agreement will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise.

13.4. **Governing Law and Resolution of Disputes.** Unless it is expressly stated otherwise, this Agreement shall be construed in accordance with the laws applicable where the corporate domicile of ADA is, as further stipulated in TABLE A below, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

In the event of any and all disputes, controversies or conflict ("**Dispute**") between the Parties hereto in connection with this Agreement:

(i) at the initial stage, the nominated representatives of ADA and the Client shall first strive to settle the Dispute internally ("**1st Level**");

(ii) If Dispute is unresolved within seven (7) Business Day from the date of the Dispute at the 1st Level, then each Party's Chief Executive Officer or equivalent, shall meet to resolve the Dispute ("**2nd Level**"); and

(iii) If the Dispute remains unresolved within fourteen (14) days after being escalated to the 2nd Level, the Dispute shall be submitted to the local courts located in the jurisdictions as specified in TABLE A.

The Parties agree that no party shall have any right to commence or maintain any suit or legal proceedings in other courts save for any action to:

      i.   obtain urgent interlocutory relief and any action to enforce the award; or

      ii.   recover and/or enforce any payment of non-disputed amounts or Fees due and payable to ADA under this Agreement.

The prevailing party in any litigation may seek to recover its reasonable legal fees and costs.

TABLE A

ADA CORPORATE DOMICILE	GOVERNING LAWS
Kuala Lumpur, Malaysia	Malaysia
Singapore	Singapore
Jakarta, Indonesia	Indonesia
Bangkok, Thailand	Thailand
Manila, Philippines	Philippines
Phom Penh, Cambodia	Cambodia
Colombo, Sri Lanka	Sri Lanka
Seoul, South Korea	South Korea
Dhaka, Bangladesh	Bangladesh
Ho Chi Minh City, Vietnam	Vietnam
Mumbai, India	India

13.5. **Notices**. Any notice or other communication to be given ("**Notice**") shall be in writing, signed by or on behalf of the party giving it and may be served by sending it by email, delivering it by hand or sending it by registered post to the address and for the attention of the relevant party whose details are set out in the Order Form (or as otherwise notified from time to time). Any Notice shall be deemed to have been served:

(a) if delivered by hand or internationally recognised courier service, at the time and date of delivery;

(b) if sent by e-mail, at the time when it is sent, provided that it is sent during normal working days and hours of between 9 a.m to 6 p.m on a Business Day; and

(c) if sent by registered post, express or other fast postal service, at the time the receipt of such delivery is duly acknowledged by an employee of the receiving party.

In the case of delivery by hand or email, if such delivery or transmission occurs after 6 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9 a.m. on the following Business Day.

13.6. **Waiver.** Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right, remedy or waiver under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

13.7. **Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavour in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law, and the tribunal will preserve, as far as possible, the original intention of the parties with respect to the severed term, condition, or provision.

13.8. **Counterparts.** This Agreement may be executed in one or more counterparts, each shall be deemed as original and together, when executed, shall constitute one and the same agreement. This Agreement can be executed by electronic signatures and it shall be deemed as original signatures. **Delivery** of an executed counterpart of a signature page together with the main body of the Agreement by electronic transmission, such as a PDF, shall be as effective as delivered manually and as an original document.

13.9. **Language**. This Agreement is made in English. Notwithstanding this Agreement being signed in English language only, each party hereto in good faith agrees that it will not (and it will not allow or assist any party to) in any manner or forum in any jurisdiction:

(a) challenge the validity of, or raise or file any objection to, this Agreement or the transactions contemplated in this Agreement;

(b) defend its non-performance or breach of its obligations under this Agreement; and

(c) allege that this Agreement is against public policy or otherwise does not constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms.

The Parties, if required to comply with any relevant laws, will translate this Agreement to the required language, promptly upon the request of any Party. The version of such other language shall be deemed to be executed at the effective date of this Agreement. In the event of any inconsistency or conflict between the English version and the version of other language, the English version shall prevail.

13.10. **<u>Headings.</u>** Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

13.11. **<u>Amendments</u>.** ADA may update the GTC from time to time, and the Client is required to check this domain periodically or request from ADA for a copy of the most recent version of these GTC.

[END]

SCHEDULE 1
SPECIFIC TERMS FOR E-VOUCHER

1. "**E Voucher**" means any digital voucher or tokens which can be redeemed for goods, services, discounts, or other monetary value that is sent by the Client (or its advertiser or agent, as applicable) to the Target Audience, via Channels, including but not limited to the Channels set out in the Booking Form.

2. The Client has the sole responsibility to ensure that their E-Voucher terms comply with applicable consumer protection laws and any other regulations, conditions and requirements governing the issuance of digital vouchers, gift cards, or promotional offers in the Service Territory.

3. The Parties agree and understand that ADA acts solely as a technology provider and shall not be: (a) bound by any terms and conditions set forth in the E-Voucher; (b) responsible for ensuring the enforceability or legality of any terms described in the E-Voucher; (c) liable for any disputes, misuses, and fraudulent conducts arising from or relating to the E-Voucher generation and usage between the Client and Target Audience (or any other third party); or (d) responsible in handling or responding to any direct communications (including complaints or inquiries) from the Target Audience or any other third party.

4. The Client represents and warrants to ADA that the Target Audience details received from Client or submitted to ADA on behalf of the Client is in compliance with Personal Data Protection Laws including but not limited to the Client obtaining (where applicable) opt-in consents from the data subjects or otherwise legally obtained to entitle the Client to provide ADA and the Channel Provider and/or the Third Party Provider with personal data and/or personally identifiable information for the purposes set forth under this Schedule, including for transfer of personal data and/or personally identifiable data across national jurisdictions. The Client further warrants to ADA that Target Audience details received from the Client or submitted to ADA on behalf of the Client may legally be processed in the manner necessary to perform the E-Voucher services.

5. The Client shall immediately provide written notice to ADA if the Client discovers any suspected or confirmed fraud, unauthorized use, or misuse of the E-Voucher issued under this Agreement. The Client shall fully cooperate with ADA in investigations relating to fraud or unauthorized usage of the E-Vouchers, including providing additional records or system access as required by ADA.

6. Fees for the E-Voucher will be calculated based on each E-Voucher redemption recorded in the Reports. The Client acknowledges and agrees that each E-Voucher redemptions recorded in the Reports, whether by the Target Audience or any third party, shall be deemed valid for the purpose of calculating the E-Voucher Fees payable to ADA.

SCHEDULE 2
SPECIFIC TERMS FOR VOIP PROGRAM

1. "**VoIP Program**" means Voice over Internet Protocol service which may be provided as part of ADA's Platform and/or API, that allows the Client to make voice calls to the Target Audience via the Channel.

2. "**VoIP Program Middleware Services**" means middleware solution that manages (including converting, connecting, and routing) any calls made or received by the Client under the VoIP Program.

3. The VoIP Program is only intended to support VoIP-VoIP calling. The Client will not be allowed to use public switched telephone networks ("**PSTN**") on any leg of a call between a Client and Target Audience under this VoIP Program. The Client acknowledges and understands that any use of PSTN on any leg of a call between a Client and Target Audience under this program could result in regulatory scrutiny, enforcement actions, fines and/or other penalties. The Client also understands and agrees that the Client will have to register under the Mobile Station International Subscriber Directory Number (MSISDN) provided by the relevant telecommunication operator as determined by the Channel Provider policy.

4. Fees for the VoIP Program will be calculated on a per-minute basis for each call made by the Client as detailed in the call detail records provided in the Reports.

5. For VoIP Program calls from Client to the Target Audience, the Client commits to receiving a separate and specific opt-in consent from the Target Audience to allow the Client to initiate a call prior to making the VoIP Program calls as required under the Channel Provider or the Third Party Provider policies, including those mentioned in Schedule 1 of the Order Form.

6. Client is solely responsible for ensuring that its instructions and execution of the calls under the VoIP Program comply with all applicable laws including telemarketing laws, Do-Not-Call (DNC), and consumer protection laws in the Services Territory. ADA, the Channel Provider, and/or the Third Party Provider reserve the right to refuse to execute any calls under the VoIP Program if there is indication that it may violate applicable laws or other policies, including those mentioned in Schedule 1 of the Order Form.

7. Client acknowledges and agrees that it is solely responsible for the recruitment, employment, training, supervision, and conduct of its agents and/or employees performing or receiving the calls under the VoIP Program ("**Call Centre Agents**"). ADA is not responsible for all acts, omissions, statements, and conduct of the Client's Call Centre Agents.

8. VoIP Program Middleware Services:

    a. The Client may request the VoIP Program Middleware Services as an add-on to the VoIP Program.

    b. Fees for the VoIP Program Middleware Services will be calculated on a per-minute basis for each call made by the Client as detailed in the call detail records provided in the Reports.

    c. The Client represents and warrants to ADA that the Target Audience details received from Client or submitted to ADA on behalf of the Client is in compliance with Personal Data Protection Laws including but not limited to the Client obtaining (where applicable) opt-in consents from the data subjects or otherwise legally obtained to entitle the Client to provide ADA and the Channel Provider and/or the Third Party Provider with personal data and/or personally identifiable information for the purposes set forth under this Schedule, including for transfer of personal data and/or personally identifiable data across national jurisdictions. The Client further warrants to ADA that Target Audience details received from the Client or submitted to ADA on behalf of the Client may legally be processed in the manner necessary to perform the VoIP Program Middleware Services.

SCHEDULE 3
SPECIFIC TERMS FOR AI CHATBOT

1. "**AI Chatbot**" is a service which, upon request of the Client, may be provided as part of ADA's Platform and/or API, which consist of an online application or programme using generative artificial intelligence technologies (including Gen AI Conversation) which may interact and communicate with AI Chatbot Audience to generate AI Chatbot Output.

2. "**AI Chatbot Output**" means data, information, material and content, including but not limited to text, pictures, photographs, software, video, music, sound, and graphics, including URLs, sites to which URLs are linked, pixels, tags, scripts or code that are created or generated by the AI Chatbot based on the AI Chatbot Audience Input and/or Client Content.

3. "**AI Chatbot Audience**" means individuals or entities (including the Target Audience) who use the AI Chatbot, including to upload AI Chatbot Audience Input, communicate with the AI Chatbot, and/or receive AI Chatbot Output.

4. "**AI Chatbot Audience Input**" means data, information, material and content, including but not limited to text, pictures, photographs, software, video, music, sound, and graphics, AI Chatbot Audience details, including URLs, sites to which URLs are linked, pixels, tags, scripts or code provided by and/or submitted on behalf of or uploaded unto the AI Chatbot by the AI Chatbot Audience.

5. The Client represents that all users of the Platform, API and the Services are the Client's duly authorised agents, and that the Client shall be solely liable for all transactions or activities conducted using the Platform and/or API on Client's behalf (including but not limited to the dissemination of Messages, delivery of AI Chatbot Output, and the use of AI Chatbot Audience Input, creation of templates, communication with Target Audience, and communication with AI Chatbot Audience) which transactions and activities are irrevocable and binding, even if entered into by or arising from a mistake, failure or inadvertent or unintentional acts or omissions.

6. The Client acknowledges and understands that the AI Chatbot Output is dependent on the Client Content and the current technological advancement capability of the AI Chatbot. The quality and accuracy of AI Chatbot Output may vary significantly based on the nature and quality of the Client Content.

7. The Client understands and acknowledges that it is solely responsible for evaluating any AI Chatbot Output for its accuracy and suitability for Client's use case. ADA may provide the Client with certain template use cases for the Client's consideration when the Client is using the AI Chatbot. The Client acknowledges that the Client's use of such templates is subject to the Client's own discretion and the template use cases provided by ADA are only for reference purposes.

8. The Client represents and warrants that it shall ensure that the AI Chatbot Output disseminated through the Platform, and/or API are only used to target or contact AI Chatbot Audience who have consented to receive such AI Chatbot Output;

9. ADA reserves the right to, at its sole discretion, regard any AI Chatbot Audience Input and/or AI Chatbot Output as prohibited content and refuse to disseminate such Client Content, AI Chatbot Audience Input, and AI Chatbot Output, without any liability and/or penalty to the Client.

10. The Client agrees that each and every AI Chatbot Output and AI Chatbot Audience Input which will be uploaded, processed and/or transmitted through the Platform and/or API can be monitored by ADA throughout its processing and prior to such release.

11. The Client shall keep all AI Chatbot Audience information confidential and shall not use such information for any other purpose except for the purpose of fulfilling its obligations hereunder.

12. The Client represents and warrants to ADA that all AI Chatbot Audience Input submitted to the Platform or through the API has been collected in compliance with Personal Data Protection Laws including (where applicable) obtaining the necessary opt-in consent from data subjects or otherwise legally securing the right to provide ADA and the Channel Provider and/or the Third Party Provider with any personal data and/or personally identifiable information for the purposes outlined in this Agreement, including for transfer of personal data and/or personally identifiable data across national jurisdictions. The Client further warrants that the AI Chatbot Audience has been appropriately notified by the Client that the Audience AI Chatbot Input may be used to

process the AI Chatbot Output and the Services. The Client also warrants that all AI Chatbot Audience Input may be legally processed in the manner necessary to perform the Services.

13. In relation to the AI Chatbot:

    a. The Client will have the access to conversation records between the AI Chatbot Audience Input and the AI Chatbot which includes the AI Chatbot Output ("**Conversations**"), ADA's access to such the Conversations stored on the Platform and/or API is limited to: (i) ADA authorised employees who require access for technical support for the Services, investigating potential misuse of the Platform and/or API, and maintaining legal compliance; and (ii) ADA's contractors bound by confidentiality and security obligations, the Channel Provider, and Third Party Provider, for the sole purpose to review abuse and misuse;

    b. The Client grants ADA the right to use the AI Chatbot Output, AI Chatbot Audience Input, and Client Content for the purpose of providing and enhancing the Services. ADA shall implement reasonable measures to deidentify the data in the AI Chatbot Output, AI Chatbot Audience Input, and Client Content used in this process to ensure that any Personal Data is protected in accordance with applicable Personal Data Protection Law; and

    c. If the Client does not wish for ADA to use the AI Chatbot Output, Client Content or AI Chatbot Audience Input to enhance the Services, the Client can opt out from such process by providing ADA a written instruction to opt-out. The Client is aware and acknowledges that the Client's choice to opt-out may limit or affect the functionality of the Services.

14. In relation to the AI Chatbot, to the extent permitted by law, the Client retains all Intellectual Property Rights to the Client Content uploaded or otherwise submitted by the Client into the AI Chatbot.

15. IN RELATION TO THE USE OF THE AI CHATBOT THE CLIENT ACKNOWLEDGES THAT THERE MAY BE WEBSITES, LINKS AND POINTERS TO THIRD PARTY WEBSITES OR CONTENT USED BY THE AI CHATBOT ("**THIRD PARTY CONTENT**"). THE THIRD PARTY CONTENT REFERENCED OR LINKED IN THE AI CHATBOT OUTPUT MAY NOT BE UNDER ADA'S CONTROL. ADA DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY INFORMATION, COMMUNICATIONS, OR MATERIALS AVAILABLE AT SUCH THIRD PARTY CONTENT, OR AT ANY THIRD-PARTY LINKS CONTAINED IN A LINKED SITE OR CONTENT. EACH THIRD PARTY SITE OR LINKS HAS ITS OWN SET OF POLICIES REGARDING INFORMATION CONTAINED WITHIN THE SITE, THE AI CHATBOT AUDIENCES AND THE CLIENT ASSUME SOLE RESPONSIBILITY FOR USE OF SUCH THIRD PARTY CONTENT. FURTHER, ANY INCLUSION OF SUCH THIRD PARTY CONTENT IN THE AI CHATBOT OUTPUT DOES NOT CONSTITUTE ADA'S APPROVAL OR ENDORSEMENT OF ANY PRODUCTS AND SERVICES.

16. THE CLIENT ACKNOWLEDGES THAT DUE TO THE NATURE OF THE AI CHATBOT AND ARTIFICIAL INTELLIGENCE GENERALLY, THE AI CHATBOT OUTPUT MAY NOT BE UNIQUE AND OTHER USERS MAY RECEIVE SIMILAR CONTENT FROM THE SERVICES. THE CLIENT IS NOT ENTITLED OVER RESPONSES OR AI CHATBOT OUTPUT THAT ARE REQUESTED BY AND GENERATED FOR OTHER USERS.

17. ADA DOES NOT PROVIDE ANY WARRANTY RELATING TO THE ACCURACY, COMPLETENESS, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, AND APPROPRIATENESS OF THE AI CHATBOT OUTPUT. ANY USE OR RELIANCE ON THE AI CHATBOT OUTPUT IS ENTIRELY AT THE CLIENT'S AND AI CHATBOT AUDIENCE'S OWN DISCRETION AND RISK. THE CLIENT ACKNOWLEDGES AND AGREES THAT AI CHATBOT OUTPUT INCLUDING THE RESPONSES AND INFORMATION PROVIDED BY THE AI CHATBOT ARE NOT INTENDED AS PROFESSIONAL AND IT SHOULD NOT BE PERCEIVED AS A SUBSTITUTE FOR CONSULTATION WITH A QUALIFIED PROFESSIONAL. ADA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ACTIONS TAKEN BY THE AI CHATBOT AUDIENCE AND/OR THE CLIENT BASED ON THE AI CHATBOT OUTPUT. NEITHER ADA NOR ITS AFFILIATES, OFFICERS, AND/OR EMPLOYEES, CAN BE HELD LIABLE FOR ANY ERRORS OR OMISSIONS IN THE AI CHATBOT OUTPUT.