



Short Message Service (“SMS”) / Multimedia Messaging Service (“MMS”)

We provide services for online text messaging from an array of business applications (“SMS/MMS Services”). You may connect to the SMS/MMS Services using any client or Internet browser supported by the SMS/MMS Services. You are responsible for obtaining access to the Internet and the equipment necessary to use the SMS/MMS Services. You can create and edit content with your user account and if you choose to do so, you can publish and share such content. The sections which follow with respect to SMS/MMS are in addition to the Terms of Use otherwise applicable to the Services provided by CallTower.

PERSONAL INFORMATION AND PRIVACY

Personal information you provide to CallTower through the SMS/MMS Services is governed by the CallTower Privacy Policy. Your election to use the Services indicates your acceptance of the terms of the CallTower Privacy Policy. You and your users are responsible for maintaining confidentiality of username, password and other sensitive information. You are responsible for all activities that occur in your user accounts and you agree to inform us by email to support@calltower.com immediately of any unauthorized use of any user account. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user accounts, or otherwise.

RESTRICTIONS ON USE

Your election to use the Services indicates your acceptance of the terms of the SMS Terms of Use. SMS and MMS services provided by CT Text and CT Cloud Voice SMS are for person-to-person communication only. You shall not use the service to send bulk messages. Generally, bulk messaging consists of a message sent to 5 or more recipients or any content that requires an opt-out option. Violation of this requirement or



requirements below can lead to fines from one or more wireless carriers. Use of CT Text and CT Cloud Voice SMS is considered non-Consumer and requires registration through The Campaign Registry (TCR.) Non-consumer, non-wireless use of SMS / MMS prior to or without approved registration of the sending telephone number is subject to possible fine. Any fines incurred due to customer behavior will be passed through to the violating customer.

For more information, see the CTIA Messaging Best Practices guide at <https://api.ctia.org/wp-content/uploads/2019/07/190719-CTIA-Messaging-Principles-and-Best-Practices-FINAL.pdf>

In addition to all other terms and conditions of this Agreement, you shall not: (i) transfer the SMS/MMS Services or otherwise make them available to any third party; (ii) provide any service based on the SMS/MMS Services without prior written permission; (iii) use the third party links to sites without agreeing to their website terms and conditions; (iv) post links to third party sites or use their logo, company name, etc. without their prior written permission; (v) publish any personal or confidential information belonging to any person or entity without obtaining consent from such person or entity; (vi) use the SMS/MMS Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, resource of CallTower; (vii) violate any applicable local, state, national or international law; and (viii) create a false identity to mislead any person as to the identity or origin of any communication.

You agree to be solely responsible for the contents of your transmissions through the SMS/MMS Services. You agree not to use the SMS/MMS Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses or malicious code, or that which infringes or may infringe intellectual property or other rights of another. You agree not to use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass



distribution of SMS/MMS Text. We reserve the right to terminate your access to the SMS/MMS Services if there are reasonable grounds to believe that you have used the Services for any illegal or unauthorized activity.

DATA OWNERSHIP

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the SMS/MMS Services does not grant CallTower the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for CallTower's commercial, marketing or any similar purpose. But you grant CallTower permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the SMS/MMS Services to you.

USER GENERATED CONTENT

You may transmit or publish content created by you. However, you shall be solely responsible for such content and the consequences of its transmission or publication. Any content made public will be publicly accessible through the internet and may be crawled and indexed by search engines. You are responsible for ensuring that you do not accidentally make any private content publicly available. Any content that you may receive from other users of the SMS/MMS Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the SMS/MMS Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted/copyrightable content available on any of the SMS/MMS Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available



in the manner aforementioned, you expressly agree that CallTower will have the right to block access to or remove such content made available by you if CallTower receives complaints concerning any illegality or infringement of third-party rights in such content. By using any of the SMS/MMS Services and transmitting or publishing any content using such SMS/MMS Service, you expressly consent to determination of questions of illegality or infringement of third-party rights in such content by the agent designated by CallTower for this purpose.

SUSPENSION AND TERMINATION

We may suspend your user accounts or temporarily disable access to whole or part of any portion of the SMS/MMS Services in the event of any suspected illegal activity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to support@calltower.com within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user accounts on your request.

PRIVACY POLICY

CallTower Inc. (“CallTower”) Privacy Policy describe how CallTower uses information it collects when people visit CallTower’s website located at www.calltower.com (the “CallTower Site”) or sign up to use CallTower’s services (the “Services”). CallTower may periodically make changes to this Privacy Policy that will be posted on this webpage, <https://www.calltower.com/resources-training/privacy-policy/> If CallTower makes any material changes to this Privacy Policy, CallTower will provide notice of such changes through a posting on the CallTower Site.

As a telecommunications provider, CallTower also maintains a specific policy regarding Customer Proprietary Network Information (CPNI.) CallTower’s CPNI policy can be found at <https://www.calltower.com/resources-training/customer-proprietary-networkinformation-policy/>

