

APPENDIX 0 – DEFINITIONS

Affiliate	With respect to any party, an Affiliate means another party directly or indirectly controlling, controlled by or under common control with such Party. For the purpose of the foregoing, “control” shall mean the control of 1) more than 50% of the voting power to elect the directors of the company, or 2) ownership of more than 50% of the ownership interest in the company
Agreement	The Front Page, GTC and any included appendices.
Confidential Information	The specific terms of the Agreement and any and all business specific information a Party receives or gains access to, directly or indirectly and in writing or in any other manner, relating to the other Party, including information about Personal Data, Intellectual Property Rights, the Users and the Services.
Content	A message, including a text message or any binary message, including any executable code or any multimedia message comprising text, audio or video clips, numerals, symbols, animation, graphics, photographs and other materials in digital electronic form, provided by Customer, contained in a Message (SMS Message, OTT Message, Rich Message, Conversational Message etc.) sent by the Customer through the Messaging Service, as well as any content that Customer transfers to LINK for hosting by LINK Platforms in connection with any Rich Message that derives from Customer’s use of LINK Services
Controller	The Party that according to the Agreement determines the purposes and means of the processing of the Personal Data.
Customer	The legal entity set out on the Front Page, other than LINK.
Data Protection Legislation	The GDPR, upon entering into force, and national provisions on protection of privacy in the country in which Controller is established, as amended, replaced or superseded from time to time, including laws implementing or supplementing the GDPR.
Data Subject	An identified or identifiable natural person who is subject to processing of his/her Personal Data.
Downtime	Entails that the Service is not available to the Customer for its intended use, due to errors in the Service or technical infrastructure for which LINK is liable.
Effective Date	The commencement date of the Agreement, being upon signature by both parties of the Agreement.
Front Page	The front page executed by LINK and the Customer.
GDPR	The EU General Data Protection Regulation 2016/679.
GTC	The General Terms and Conditions included in Appendix A.
Indirect Damages	Neither Party shall be liable to the other Party for any incidental, special, consequential, or indirect damages of any kind (including

	without limitation damages for interruption of business, loss of data, loss of profits or the like) regardless of the form of action, whether in contract, tort (including without limitation negligence), strict product liability, or other, even if advised of the possibility of such damages.
Initial Term	An initial term of twelve (12) months starting from the Effective Date.
Intellectual Property Rights	Any copyrights, patents, patent applications, inventions (patentable or not), utility models, circuit layout rights, designs rights (registered or not), trademarks (registered/applied for or not), trade names, service marks, brands slogans, commercial symbols, logos, trade secrets, know-how and/or any other industrial and/or intellectual property rights, and any updates, improvements, derivatives and applications thereof.
Liabe Party	A Party in breach of contract.
LINK	The entity in the LINK Mobility group set out at the Front Page (which is not the Customer).
Multi Media Message (“MMS”)	A message type where a mobile content exchange mechanism allows users to transmit and receive videos, images, ringtones and text files over mobile wireless networks.
Order Form	Change requests from Customer which are accepted by LINK, and attached to the Agreement as Appendix G.
OTT Message	A message type where the message is sent via the Internet by a third party to the recipient’s device.
Party	LINK or the Customer individually.
Parties	LINK and Customer collectively.
Period of Service	All days for 24 hours a day, unless otherwise stipulated in the Product Specific Terms or in an individual SLA.
Personal Data	Any information relating to a Data Subject.
Personal Data Breach	A breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
Processor	The Party that according to the Agreement processes Personal Data on behalf of the Controller.
Processing Agreement	The data processing agreement entered into between the Parties, as set out in Section 3-18 of Appendix C.
Service Availability	The agreed availability of the Services, as defined in the GTC, the Service Specific Terms or in an individual SLA.
Service(s)	Any products or services provided by LINK, and relevant documentation made available by LINK through the products or services as well as any software and other technology and documentation made available by LINK to enable the Customer to make use of any such products or services.

Short Message Service (“SMS”)	A message type where the message is a short alphanumeric text message sent between a digital line and the recipient’s mobile devices. SMS messages hold up to 140 bytes (1,120 bits) of data, which allows a 160-character alphanumeric message in the default 7-bit alphabet or a 70-character message in a non-Latin language, such as Chinese.
SLA	The Service Level Agreement, as included in Appendix B (if applicable).
Sub-processor	A processor engaged by the Processor.
Support Services	Technical and mercantile support services included in the Services.
Super Users	Users that are appropriately skilled and trained in the use of the Service, to handle and solve ordinary day-to-day user issues.
Suspend	Refer to "Suspension".
Suspension	When LINK is entitled to close, terminate, suspend or restrict the Customer's access or use of the Services with immediate effect.
Update	The latest released versions of software or other technology upon which the Services are being provided.
User	Customer's end users or employees who have been authorized by Customer to log in and use the Services.
Term	The Initial Term and until terminated by providing no less than three (3) months written notice.
Third Country	Countries located outside EU/EEA.
Third Party Products	Services or products from third parties on which the Customer depends in order to make use of the Services.
Transfer	Disclosure, transfer or access to Personal Data