

Terms and Conditions of CellBlast

1. SCOPE OF SERVICE

These terms and conditions govern the legal relationship between Cellcard and its User. TAKE NOTE THAT THESE TERMS AND CONDITIONS CONTAIN PROVISIONS THAT DISCLAIM, LIMIT AND EXCLUDE THE LIABILITY OF Cellcard TO YOU AND THAT INDEMNIFY Cellcard AGAINST CLAIMS AND DAMAGES THAT IT MAY SUFFER AS A RESULT OF YOUR CONDUCT.

2. INTERPRETATION

- a. The words and phrases listed below shall bear the following meanings in these terms and conditions, unless the context clearly indicates otherwise:

“Cellcard” means a telecommunication operator in Cambodia to provide mobile telecommunications service registered under CamGSM Co., Ltd.

“End user” or **“User”** or **“recipient”** means any person, including both natural and juristic entities who receives or is intended to receive any message sent by a User using the Services;

“Network operator” means any party licensed to install, operate and maintain a cellular telephony network;

“Cellblast service” or **“Service”** shall mean and include all products and services offered or provided to Users by Cellcard including the software and applications referred to in Clause 5 below;

“SMS” means a short message service provided by means of a text or data message to the cellular handset either on request of the handset User or via a pre-configured batch process;

“IVR” means an interactive voice and response provided by means of automated telephony system technology that interacts with the callers, gathers the required information and routes the calls to the particular appropriate recipient.

“User” shall mean any natural or legal person who makes use of any of the Services or who uses or visits the Website; and

“Website” shall mean all websites published by Cellcard including Cellblast Platform web portal and shall include any page or part thereof.

- b. Words and expressions defined in any other part of these terms and conditions shall, for the purposes of that part, bear the meaning assigned to such words and expressions in that part.
- c. To the extent that any provision of these Terms & Conditions is conflicts with any law, then to the limited extent of such conflict, such provision shall be severed from the Terms & Conditions without affecting the enforceability of the remainder of its terms.

3. AGREEMENT

- a. Persons using the Website or the Services for any reason whatsoever bind themselves and agree to these Terms and Conditions.
- b. Should a User not agree to any of the terms and conditions hereinor be unable to comply with these terms and conditions, the User should immediately cease using the Website and/or terminate the registration process.

- c. You may not use the Website or the Services if you are not of a legal age to form a binding contract with Cellcard.
- d. Users agree that all terms and conditions herewith published shall be binding on the User and that should there be any contradiction between these general terms and conditions and any other product-specific or service-specific terms and conditions, the product-specific or service-specific terms and conditions shall prevail to the limited extent of such conflict.
- e. Cellcard reserves the right to refuse to accept and/or execute an order or request to do business or to render any Services without giving any reasons therefor. Cellcard also reserves the right to cancel order in whole or in part in Cellcard's sole and absolute discretion.

4. CHANGES AND AMENDMENTS

- a. Cellcard expressly reserves the right, in its sole and absolute discretion, to alter and/or amend any criteria or information set out in these terms and conditions or any information on the Website without prior notice and to update prices and rates quoted on its Website from time to time.
- b. Users undertake to check the Website frequently and to acquaint themselves with the changes and/or amendments in the information supplied on the Website and, in this regard, Users undertake to check, at a minimum, these terms and conditions for any alteration thereto, including in respect of the prices and nature of any Services, prior to the conclusion of each new credit purchase or service order in respect of the Services governed by these terms and conditions. Users should regularly verify which networks are covered by the Services. Changes may occur as to which networks are covered from time to time.

5. THE SERVICES

- a. Cellcard shall make all reasonable endeavors to ensure uninterrupted and continued use of the Services; however the delivery of SMS/IVR messages is largely dependent on the effective functioning of Network Operators' cellular networks, network coverage and the SMS/IVR recipient's mobile handset. Cellcard does not and cannot guarantee the availability of any Service, or the compatibility between any message and content format, or the compatibility between any IVR content format and any particular mobile handsets or mobile operating systems.
- b. Network Operators may modify, enhance, develop or discontinue components of their services at any time without prior notice, in which event Cellcard shall be entitled to modify, enhance, develop or discontinue affected Services to Users without notice.
- c. Messages/IVR shall be deemed to have been delivered when Cellcard has sent the messages/IVR to the immediate destination that it is requested to send to, including, but not limited to, mobile telephone networks, SMTP, SIP Trunk or other servers.
- d. Cellcard shall have the right to withhold, terminate or suspend the provision of Services to the User at any time, if Cellcard feel that the User is in breach of the TERMS as defined herein.

6. ACCEPTABLE USAGE

- a. User acknowledges and understands that Cellcard acts as a conduit for the provision of information and content. Users acknowledge that Cellcard shall not be responsible or liable for any content transmitted and that full responsibility for content shall rest on the User. Users shall observe all relevant legislation and regulations applicable in their jurisdiction and in the jurisdiction of all persons to whom they cause messages to be delivered. It shall be the sole responsibility of Users to familiarize themselves with all

applicable laws, regulations and codes of conduct to which they may be subject and to ensure compliance therewith.

- b. User shall not do, nor omit to do, anything that would result, directly or indirectly, in any breach by Cellcard or by the User of any requirement or provision of any applicable legislation, regulations, code of conduct or network usage policies, failing which Cellcard shall be entitled to immediately suspend or terminate the provision of Services to the User and the User shall have no claim of any nature against Cellcard (including claims for re-imbursement, refund, compensation or damages). Users hereby indemnify Cellcard against any fine imposed on Cellcard or any damages suffered by Cellcard as a result of any act or omission of a User that amounts to a breach of any law or code of conduct to which Cellcard may be subject. Upon notification of any such fine or damages, Users agree to immediately pay the amount of such fine or damages to Cellcard. Any amount not paid to Cellcard within 1 months of notification thereof shall accrue interest at the rate of 1% per month.
- c. User may not use, or knowingly allow others to use, the Services for any purpose that may bring Cellcard's name into disrepute, or for any purpose that, in Cellcard's sole and absolute discretion, is improper, immoral or undesirable.
- d. User shall not permit, do, nor omit to do, anything which might have the effect of prejudicing or impeding the legitimate activities, interests or goodwill of Cellcard nor any Network Operator.
- e. User may not use the Services to send messages without reasonable cause nor for the purpose of causing annoyance, inconvenience or distress to any person.
- f. In the event of any transgression of any applicable law, regulation, code of conduct, or any provision of these terms and conditions, or in the event of any complaint being received by Cellcard in relation to a User, then the User hereby acknowledges and agrees that Cellcard may in its sole and unfettered discretion remove message recipient contact numbers from the database of a User and/or suspend or terminate Services to a User without prejudice to any other rights that it may have in law or in these terms and conditions.
- g. User acknowledge and agree that all messages sent may be stored and can be audited and reviewed by Cellcard or any other person acting on behalf of Cellcard at any time to ensure compliance with these terms and conditions and any applicable law, regulations or code of conduct.

7. REGISTRATION AND SECURITY

- a. To register to make use of the Services, a User must complete the registration process and must provide Cellcard with up to date, complete and accurate information as requested by Cellcard. Failure to provide accurate and complete information on registration may result in termination of the Services. A User may also be required to choose a Username and password. Users are responsible for maintaining the confidentiality of their Usernames and passwords and Users undertake not to divulge their Username and passwords to any other person. A User is entirely responsible for any and all activities that occur under its account and a User shall be strictly liable to make payment of all charges incurred under its account whether or not these charges are incurred by the User or any other person, authorized or unauthorized, intentionally or unintentionally, or as a result of any virus, hack or security breach.
- b. User agrees to notify Cellcard immediately of any unauthorized use of their account(s) or any other breach of security.

- c. It is expressly prohibited for any person, business or entity to gain or attempt to gain unauthorized access to any page on this Website, or to deliver or attempt to deliver any unauthorized, damaging or malicious code to this Website. Any person who delivers or attempts to deliver any unauthorized, damaging or malicious code to this Website or attempts to gain unauthorized access to any page on this Website shall be held criminally liable and in the event that Cellcard should suffer any damage or loss, civil damages will be claimed.
- d. In the event that a User wishes to replace a person/employee using a specific CellBlast Platform's account of the User, and wishes to prevent the individual person from accessing the account, the account holder shall inform Cellcard in writing of this change and change all details on the account accordingly. Cellcard may refuse to act on the instructions of an account holder where the account holder fails to provide sufficient proof of its identity as the account holder and the authority of the person purporting to represent it in making such a request and Cellcard shall have no liability to the account holder or the individual person where it refuses to act in the absence of such proof, nor where it acts in good faith reliance of any information submitted to it in support of any such request made by any person purporting to represent the account holder, including in respect of any claims for breach of privacy, security or confidentiality.
- e. No CellBlast Platform's account may be transferred from one person to another without the written consent of Cellcard. Where Cellcard consents thereto, the new person shall be responsible for updating all details on the account accordingly. If the Username is the former person's name or trademark, a new account must be opened.
- f. In the event that a User forgets his or her password and/or his or her contact details used for password recovery has changed (e-mail address, mobile number) and he or she requests a password change, mobile number change or e-mail address change, Cellcard will call or e-mail the existing contact telephone number or email address on the account. The User agrees that if there is no response or no confirmation of the above request, the User may be required to re-register. The User further agrees that if any person responding to the above contact confirms the request, then the request may be effected and a new password issued to such person and the User agrees that Cellcard shall not be liable for any damages or breach of privacy, security or confidentiality resulting therefrom, including but not limited to where unauthorized persons have gained access to the Users email account or telephone.
- g.

Any person who lodges a notification of unlawful activity with a service provider knowing that it materially misrepresents the facts is liable for damages for any wrongful suspension or deactivation of services. Users acknowledge and agree that Cellcard shall not be liable to the User or any other person for damages or other liabilities resulting from wrongful suspension or deactivation of services in response to any such notification

- h. In the event that a person wishes to lodge a complaint that a User has used the Services in any manner that infringes on the complainant's rights or the rights of another person, the complainant shall provide Cellcard with a written notice setting out:
 - i. The full names and address of the complainant;
 - ii. The written or electronic signature of the complainant;

- iii. Identification of the right that has allegedly been infringed or the law or code of conduct alleged to have been infringed;
- iv. Identification of the material or activity that is claimed to be the subject of unlawful activity;
- v. The remedial action required to be taken by the service provider in respect of the complaint;
- vi. Telephonic and electronic contact details, if any, of the complainant;
- vii. A statement that the complainant is acting in good faith; and
- viii. A statement by the complainant that the information in the complaint is to his or her knowledge true and correct and an indemnity by the complainant in favour of Cellcard for any misrepresentation of the facts or for wrongful suspension or termination of any Services by Cellcard in response to the complaint.

8. PRIVACY

- a. Cellcard will not intercept, monitor, copy or disclose any User messages or personal information about the User or the User's CellBlast's account, phonebook or MSISDN's, other than in the normal course of the use of the Services, without the User's prior permission unless Cellcard believes in good faith that such action is necessary to conform to legal requirements, to co-operate or comply with legal process, investigations, summonses, subpoenas and the like, to protect and defend the rights, property or legally protectable interest of Cellcard, the User or other third party, to enforce any of the provisions of these terms and conditions or to protect Cellcard's business or reputation. The User agrees that Cellcard may access its account and message contents for the purposes described above without notice and in order to respond to service or technical issues and that Cellcard may communicate with the User from time to time for purposes including, but not limited to, communicating information regarding any updates, upgrades, notices, or other information.
- b. A recipient of a message has the right to know the identity of the sender, and this will be disclosed on request to the recipient.
- c. User agrees that Cellcard may make use of a User's profile and account information for non-personal statistical purposes.
- d. User agrees that they shall not violate any privacy laws, regulations or applicable codes of conduct relating to the protection of personal information of End User including but not limited to names, addresses, email addresses, landline and mobile telephone numbers and shall not disclose the personal information of end users to any third party save without the express consent of the End User or where specifically required or permitted by law to do so.

9. PAYMENT AND PRICES

- a. Users are required to purchase credits which shall reduce for each message/minutes sent. The number of credits used per individual message/IVR depends on the message/IVR destination, the messaging route used, the SIP Trunk and Network Operator charges. The number of credits used per message/minute is subject to change from time to time without prior notice and shall be indicated on the Website. Unless expressly indicated to the contrary in writing, the cost of a packages is inclusive of Cellcard database hosting, User support and message handling costs.
- b. All prices are inclusive of VAT and other applicable taxes.
- c. Credits are valid according to package validity period.
- d. Purchased credits cannot be refunded to the User under any circumstances.

- e. Without prejudice to any other right that it may have in law, Cellcard shall have the right to suspend or disable the operation of any User account and the provision of services to any User where payment of all charges have not been made in full by the due date, or where Cellcard reasonably suspects that payment has been made or effected by fraudulent means.

10. USER WARRANTIES AND USER OBLIGATIONS

a. User warrants that:

- i. recipients of any commercial messages/IVR have a recent prior commercial relationship with the User and would reasonably expect to receive marketing communications from the originator and/or recipients have either requested the receipt of messages/IVR from the User or consented thereto;
- ii. they shall comply with all applicable laws, regulations, Network Operator requirements or applicable codes of conduct which may be applicable in their jurisdiction and the jurisdiction of all persons to whom they cause messages to be delivered;
- iii. they shall include their own contact details and identifying particulars in their messages/IVR to ensure that complaints are directed at them and not at the Network Operator;
- iv. they shall not send unlawful, abusive, harassing, threatening or obscene messages to any End User or any other person or persons, including both natural and juristic entities; and
- v. they shall not engage in any fraudulent act by means of or in connection with any of the Services nor in connection with payment therefor.
- vi. Their content of SMS/IVR must comply with Cellcard's instruction and the Laws of Cambodia.

b. User Obligations

- i. The User is required to have a Wing account in order to purchase credits.
- ii. When setting up an SMS/IVR campaign, User will be able to customize the available subscribers' profiles as appeared on the Website as listed below:
 - 1. ARPU
 - 2. Home Location
 - 3. Device
 - 4. Used to Travel Abroad
 - 5. Heavy Data User
- iii. User can limit the number of SMS/IVR to be sent for each campaign or subscriber segment; however, User will not be able to view, download, or access the actual subscriber list of recipients.
- iv. User is allowed to compose message content/IVR content and the content will be reviewed and approved by Cellcard before it can be sent out to subscribers.
- v. Any submitted content cannot be edited/revised; editing is permitted only if the User's request is rejected by Cellcard.
- vi. Cellcard reserves the rights to limit the use of certain wording including, but not limited to, any illicit, illegal, unethical or political content.
- vii. In the event that the content violates the above provisional policy, Cellcard will inform the User by the Website, email or call to the registered phone number. In serious conditions, Cellcard reserves the right to terminate the User's account.
- viii. Supported languages are English and Khmer and Chinese.

- ix. The maximum character count for one SMS is 160 English characters and 70 Khmer Unicode characters including spaces and 70 Chinese including spaces.
- x. SMS can be sent between 07:00 AM and 07:00 PM.
- xi. Postpaid and users' request blacklisted numbers are excluded from the recipient list.
- xii. Any approved Cellcard requests will be sent out within 24 hours of working days.
- xiii. The customers can define SMS's sender name. The sender name must be registered during account registration and must be alphabetical only. One customer can have only one sender name. The sender name is editable.
- xiv. The customers can define IVR's sender name. The sender name must be number registered during account registration and must be long number only. One customer can have only one sender name.

11. BREACH

- a. Where a User breaches any of these terms and conditions, including terms relating to payment of any amount due to Cellcard then, without prejudice to any of its legal rights, Cellcard shall be entitled to, amongst other things, to cancel its agreement with the User, to suspend or terminate the provision of services to the User, to suspend, disable or terminate the User's account/s, to sue for specific performance by the User, to claim damages and/or to retain any monies already paid by the User in respect of services not utilised by it as damages resulting from such breach and to set off any claims that Cellcard may have against the User from any other amounts due to the User by Cellcard.
- b. Where a User account is suspended or terminated due to any breach of these terms and conditions, Cellcard reserves the right to also suspend or terminate all other accounts registered by, or on behalf of such User, as well as suspend or terminate any account registered by any other person or persons whom Cellcard, in its sole and unfettered discretion, believes is affiliated with the User concerned.

12. LIMITATION OF LIABILITY, WARRANTIES AND INDEMNITIES

- a. Cellcard shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the website or the services or any content provided from and through the website.
- b. The Website and the Services are supplied on an "as is" basis and are not supplied to meet the User's individual requirements. To the fullest extent permitted by law, Cellcard disclaims all representations and warranties relating to the Services (whether express, implied and statutory, including but not limited to the warranties of merchantability and fitness for a particular purpose). It is the sole responsibility of the User to satisfy itself prior to entering into this agreement with Cellcard that the Services and the Website will meet the User's individual requirements and be compatible with the User's hardware and/or software and message/IVR recipient handsets and devices.
- c. Users agree to hold Cellcard harmless and indemnify Cellcard fully against any claim by any third party, including message recipients or End Users, as a result of any system failure, message corruption, interruption or termination of services, unsolicited direct marketing, harassment, emotional disturbance, inappropriate or obscene content, breach of privacy or breach of data security, provided that none of the foregoing result from Cellcard's own gross negligence or fraudulent acts or omissions.

- d. Without derogating from the foregoing, in no event shall Cellcard be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use or unauthorised use of the Website or the Services, whether such damages arise in contract, delict, under statute, in equity, at law or otherwise.

13. PROPRIETARY RIGHTS

- a. All content, trademarks and data on this website, including but not limited to software, databases, text, graphics, icons, hyperlinks, private information, and designs are the property of or licensed to Cellcard, and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights afforded to the User herein, all other rights to all intellectual property on this site are expressly reserved.
- b. Cellcard shall grant a User an individual, personal, non-sub licensable, non-exclusive and non-transferable account to use its proprietary software and/or application service, in object code form only, and only in accordance with the applicable User documentation, if any, and only in conjunction with the relevant Services. The User may not, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to establish the source code or underlying ideas or algorithms of the software; modify, translate, or create derivative works based on the software/application; copy (except for archival purposes), rent, lease, distribute, assign, or otherwise transfer rights to the software/application; use the software/application for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels with regard to Cellcard products and/or services. Content from the Website may not be used or exploited by User for any commercial and non-private purposes without the prior written consent of Cellcard.

14. LINKING AND FRAMING

- a. Any third party site may link to this Website provided that such a link is directed at the home page of this Website. It is expressly prohibited for any person, business, entity or website to link to any page other than the home page of this Website, without the prior written approval of Cellcard.
- b. Cellcard may provide links to the User only as a convenience and the inclusion of any link does not imply Cellcard's endorsement of such sites.
- c. Any linked third party websites, pages or advertisements that may be accessible from the Website, including content posted in social media or RSS feeds displayed on the Website are not subject to the control of Cellcard. Cellcard shall not be held responsible or liable (whether directly or indirectly) in any way for the contents, use, or inability to use or access any such third party websites, pages or advertisements and any use or reliance thereon shall be at the Users sole and exclusive risk.

15. APPLICABLE LAW

- a. These Terms and Conditions shall be construed in accordance with and governed in all respects by laws of Cambodia.
- b. All disputes, controversies or differences which may arise between the Parties in respect of these terms and conditions shall as far as practicable be settled amicably through mutual

discussion between the authorized representatives of each Party. However, in case failure or non-satisfaction, Parties agree to settle their dispute under the Cambodian court jurisdiction.

16. ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between Cellcard and the User.