

WAB RESELLER TERMS

Please check these WAB Reseller Terms regularly for updates as Agency (and/or Meta) may amend these WAB Reseller Terms, including URLs referenced in the same (including, without limitation, the Meta Terms as defined below and the Data Processing Terms) and the content within such URLs (“**Linked Terms**”). Any modifications to these WAB Reseller Terms or to the Linked Terms will be available at the relevant URL or a different URL that Agency (and/or Meta) provides from time to time.

Changes to the content of these WAB Reseller Terms including changes to the Linked Terms will not apply retroactively and will become effective upon the date of publication, unless otherwise specified by the Agency or Meta. By continuing to access and use the Solution after the date of publication Client agrees to be bound by the modified terms. It is Client’s responsibility to regularly check for modifications to these WAB Reseller Terms and any Linked Terms. Agency (and/or Meta) may also change or discontinue all or any part of the Solution at any time in its sole discretion.

1. DEFINITIONS & INTERPRETATION.

In the Agreement (defined below), the following terms have the following meanings:

“**Advertising Regulations**” means the UK Code of Non-Broadcast Advertising and Direct Promotional Marketing (the CAP Code), the UK Code of Broadcast Advertising (the BCAP Code), the Consumer Protection from Unfair Trading Regulations, and the Business Protection for Misleading Marketing Regulations 2008 (all as amended from time to time), and any other codes of advertising standards and Applicable Laws relating to advertising in the United Kingdom or anywhere in world that Client’s advertising appears.

“**Affiliate**” means, with respect to the applicable entity, an entity that directly or indirectly controls, is controlled by or is under common control with such entity (and in the context of the Client would include any Subsidiary).

“**Agency**” means the ‘Agency’ detailed in the Order Form.

“**Agreement**” means the Order Form together with the WAB Reseller Terms, the Meta Terms, the Data Processing Terms, any Statement of Work and any additional terms incorporated herein and/or accepted within the user interface.

“**Anti-Bribery Laws**” means all applicable commercial and public anti-bribery laws, including but not limited to the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977.

“**Applicable Laws**” means (i) any and all laws, statutes, regulations, by-laws, orders, ordinances and court decrees that apply to the performance and supply of the Services or the processing of Client Personal Data under the Agreement including Data Protection Laws, and (ii) the terms and conditions of any applicable approvals, consents, exemptions, filings, licences, authorities, permits, registrations or waivers issued or granted by, or any binding requirement, instruction, direction or order of, any applicable government department, authority or agency having jurisdiction in respect of that matter, and (iii) any applicable Advertising Regulations, guidance and/or advertising industry guidelines.

“**Beta Feature**” means any Solution feature that is identified, including via the user interface or via other communications to Client, as “Beta”, “Alpha”, “Experimental”, “Limited Release” or “Pre-Release” or that is otherwise identified as unsupported.

“**Beta Test**” means Client’s use of a Beta Feature(s) for the purpose of testing the usability and functionality of that Beta Feature(s). For purposes of clarification, (i) in no event will Client be obligated to participate in any Beta Test, and (ii) Client’s use of a Beta Feature for purposes other than testing the usability and functionality of that Beta Feature will not be deemed a Beta Test with respect to that Beta Feature.

“**Confidential Information**” means information that one Party (or an Affiliate) discloses to the other Party under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances including (without limitation) the terms of the Agreement, Client Data and Client Personal Data and any other information which is not generally available to the public. It does not include information that is independently developed by the recipient, is lawfully given to the recipient by a third party without confidentiality obligations or becomes public through no fault of the recipient.

“**Client**” means the ‘Client’ detailed in the Order Form.

“**Client Content**” means any content served to End Users that is not provided by or on behalf of the Agency pursuant to this Agreement (including the content of all Messages served via the Solution).

“**Client Data**” means the data derived from the Client’s use of the Solution and/or the Services.

“**Client Personal Data**” means Personal Data provided or made available to the Agency, or collected or created solely and exclusively for the Client, which is processed by the Agency for and on behalf of the Client in connection with the Agreement, including End User Personal Data.

“**Data Processing Terms**” means the terms contained at the following URL: <https://legal.dentsu.com/uki-clients#wab-data-processing-terms>

“**Data Protection Legislation**” is as defined in the Data Processing Terms.

“**Effective Date**” has the meaning set out in the Order Form.

“**End Users**” means individual human end users of the Solution (including without limitation Client customers and/or prospects).

“**End User Personal Data**” means Personal Data of End Users.

“**Fees**” means the fees set out in the Order Form(s).

“**Governmental Authority**” means a multinational, national, regional, federal, state, municipal, local, territorial, provincial or other governmental department, regulatory authority, commission, board, bureau, agency, ministry, self-regulatory organization or legislative, judicial or administrative body, including any other entities funded in whole or in part by any of the foregoing.

“**Government Officials**” includes any government employee; candidate for public office; and employee of government-owned or government–controlled companies, public international organisations, and political parties (and any person acting on behalf of or any relatives, family, or household members of any of those individuals).

“**Intellectual Property Rights**” means all copyrights, moral rights, patent rights, trademarks, rights in or relating to Confidential Information and any other intellectual property or similar rights (registered or unregistered) throughout the world.

“**Messages**” means the marketing, service and other messages to be sent by the Client to an End User via the Solution.

“**Meta**” means Meta Platforms Ireland Limited or, in the case of the United States, Canada, or Brazil, Meta Platforms, Inc.

“**Meta Companies**” means the companies listed at <https://faq.whatsapp.com/481188387305001> (or a successor URL) and Meta Company shall be construed accordingly.

“**Meta Terms**” means [Meta Terms for WhatsApp Business](#), and in each case all terms and policies that are incorporated or referenced therein (or incorporated or referenced within those referenced terms and policies) including without limitation the [WhatsApp Business Solution Terms](#) and, to the extent applicable, the [Meta Platform Terms](#).

“**Order Form**” means an order form, schedule or other agreement that is subject to these WAB Reseller Terms and sets forth pricing and other terms with respect to the Solution and the Services.

“**Party**” means the Client and/or the Agency (together the “Parties”).

“**Personal Data**” has the meaning given to it in Data Processing Legislation.

“**Reseller Arrangement**” means Agency’s relationship with Meta as described in Clause 12.10.

“**Services**” means the provision of integration, hosting, Message management and support services associated with the access and use by the Client of the Solution as further described in the Order Form.

“**Services Agreement**” means the separate agreement entered into between the Agency and the Client for the provision of media and/or creative and/or CX services by the Agency.

“**Service Level Agreement**” or “**SLA**” means the service levels to be provided to the Client as further described in Schedule 1.

“**Solution**” means the messaging service for business developed by WhatsApp and offered by Meta, described at <https://www.whatsapp.com/business/api> which may be referred to (both here and in the Meta Terms) as the

WhatsApp Business Platform, the WhatsApp Business Solution, the Business Services or the WhatsApp Business API.

“Statement of Work” means the statement of work setting out some or all of the Services to be provided by the Agency to the Client in accordance with this Agreement.

“Subcontractor” means a subcontractor, consultant, third-party service provider or agent engaged by the Client in connection with its use of the Solution and/or the Services.

“Subsidiary” means any entity that is controlled by the Client.

“Tax” or **“Taxes”** means (without limitation) all taxes, duties, levies, imposts, withholdings, social security contributions, sales, use, excise, value-added, goods and services, consumption, other similar taxes or duties, deductions or amounts in the nature of or in respect of taxation.

“Term” has the meaning given in the Order Form.

“WhatsApp” means, WhatsApp LLC or in the case of the EEA and any other included country or territory, WhatsApp Ireland Limited.

Unless the context otherwise requires:

- (a) a person includes a legal person (such as a limited company) as well as a natural person;
- (b) the words "include" and "including" shall be construed without limitation;
- (c) any reference to an enactment of legislation includes any subordinate legislation made from time to time under it and is to be construed as references to that enactment as from time to time amended or modified or any enactment replacing it.

1. THE PARTIES' OBLIGATIONS; PROHIBITED ACTS.

1.1. Agency will:

- 1.1.1. make the Solution available and provide the Services described in the Order Form(s) and any Statement of Work in accordance with the Agreement;
- 1.1.2. provide (a) reasonable support to the Client in accordance with the Service Level Agreement and to the extent applicable, (b) additional technical and/or support services in accordance with the description set out in the Order Form;
- 1.1.3. make available the Solution and provide the Services in compliance with all Applicable Laws; and
- 1.1.4. provide the agreed network infrastructure, transport layer security, and APIs necessary for the Client to use the Solution.

1.2. Client will:

- 1.2.1. access and use the Solution and the Services in compliance with all Applicable Laws and in accordance with the Meta Terms which are incorporated herein by reference, (and Client will bear the burden of proof in establishing such compliance at all times);
- 1.2.2. be solely responsible for all use of the Solution and the Services (including, as applicable obtaining necessary rights and consents for using Client Personal Data and other content or information provided to Agency and/or Meta, and the acts and omissions of all its Affiliates, partners and Subcontractors);
- 1.2.3. contact the Agency directly with respect to the Services and/or any technical and/or support services in connection with its use of the Solution, and will not communicate directly with Meta in respect of the same, except as expressly permitted by the Agency;
- 1.2.4. obtain all rights and consents necessary to process and/or use, and necessary to permit Agency and Meta, to process and/or use the Client Data and Client Personal Data under the terms of the Agreement;
- 1.2.5. ensure that when collecting Client Personal Data, the Client has in place and makes available to an End User (via a conspicuous link) a privacy policy that (a) discloses the usage of third-party technology; (b) discloses the data collection and usage resulting from the Services; (c) complies with all Applicable Laws; and (d) use reasonable endeavours to ensure that an End User is provided with clear and comprehensive information about, and consents to, the storing of Client Personal Data in the Solution and accessing information on the End User's device in connection with the Solution and/or the Services where providing such information or obtaining such consent is required by law.

1.3. Notwithstanding the provisions of Clause 4, Client acknowledges that Meta may from time to time request that the Agency provides:

- 1.3.1. reports related to Client's usage of the Solution including Client Data;
- 1.3.2. information relating to the Client that is requested by Meta in connection with a response to or request from a local authority, regulator, or other governmental entity, or as is otherwise reasonably required by Applicable Laws, regulation, or administrative requirements; and,

Client grants to the Agency all necessary rights and consents to provide the foregoing information to Meta upon request and agrees that it shall use its best endeavours to promptly provide the Agency with any such information upon request.

1.4. Client will not, and will not assist or knowingly permit any third party to, whether directly or indirectly:

- 1.4.1. resell or distribute copies of the Solution or allow third parties to integrate with, access or use the Solution other than as provided herein;
- 1.4.2. use, remove or alter any Meta or WhatsApp trademarks, service marks, logos, trade names, copyrights, or other proprietary notices without Meta's express written permission (unless permitted under another agreement between Client and Meta);
- 1.4.3. misappropriate, misuse, or abuse any part of the Solution and/or the Services;
- 1.4.4. modify, disassemble, decompile, reverse engineer (or otherwise attempt to derive source code from any Meta software, service, product or documentation), copy, reproduce, create derivative works from or create or attempt to create a substitute or similar service or product in respect of any part of the Solution and/or the Service (except to the extent that such prohibition is not permitted by law);
- 1.4.5. damage or tamper with any part of the Solution and/or the Service;
- 1.4.6. knowingly breach any Solution and/or the Service security measure;
- 1.4.7. remove or restrict Agency's access to the Solution during the Term;
- 1.4.8. use the Solution to provide any Messages, Client Content, advertisement, communication or otherwise that is infringing, offensive, fraudulent, harmful or illegal including, but not limited to, viruses, disabling devices, trojan horses, or any code, files or programs that may modify, damage, interrupt, or compromise the functionality or security of Meta or Agency's systems or the Solution itself;
- 1.4.9. With respect to any data Client obtains from using the Solution, it shall not directly or indirectly (a) with the exception of the content of Client's Message threads, use such data to track, build, or augment profiles on individual End Users; (b) share, transfer, sell, license, or distribute such data, including any anonymous, aggregate, or derived forms of such data, to any third parties; or (c) retarget on or off of WhatsApp and the Meta Companies' services, use piggybacking or redirects, or combine that data with any other third-party sources of data.

2. PAYMENTS.

- 2.1. Client will be solely responsible and liable for the payment of the Fees and all other applicable fees and costs incurred in connection with the Solution and the Services.
- 2.2. Agency will invoice Client for the Fees in accordance with the terms set out in the applicable Order Form. Client will pay Agency the Fees and all other amounts invoiced pursuant to Clause 2.1 (save for those disputed in good faith) within 30 days of the date of the invoice ("**Payment Due Date**"), in the Default Billing Currency and at the exchange rate (if any) specified in the applicable Order Form and by electronic transfer to the account notified to it by Agency or such other means expressly agreed to in writing by the Parties. Unless otherwise expressly agreed, Fees payable under an Order Form are additional to Fees payable under other Order Forms.
- 2.3. Upon prior notice to Client, Agency may, in its sole discretion if Agency determines that there is any credit risk associated with Client or where Meta withdraws the Agency's status as an invoiced customer in accordance with its rights in the Meta Terms, require Client to prepay Agency reasonably anticipated or actual Fees under the applicable Order Form.
- 2.4. Agency may charge interest at a rate of 1.5% per month of the amount due or the maximum amount permitted by Applicable Law, whichever is less, from the Payment Due Date until the date of actual payment, whether before or after judgment, on any amounts which are overdue (other than amounts

disputed in good faith). Client will pay reasonable expenses and legal fees Agency incurs in connection with late payments not disputed in good faith.

- 2.5. The Fees (and other applicable fees and costs) are exclusive of taxes. Notwithstanding any legal obligation on Client to withhold any taxes from its payments to Agency, Client agrees to pay to Agency a net amount equal to the full amount invoiced. Client will pay all taxes and other government charges related to or arising from: (i) use of the Services; and (ii) Client's obligations under the Agreement (in each case except for taxes on Agency's net income) and will indemnify and hold the Agency harmless from and against any claim arising out of Client's failure to do so.
- 2.6. Without prejudice to any other rights or remedies which Agency has under the Agreement, if (a) Agency determines there is any credit risk associated with Client and Client has not yet made or refuses to make prepayment pursuant to paragraph 2.3.3, or (b) Client fails to pay Fees invoiced by Agency (other than Fees disputed in good faith) by the Payment Due Date, Agency may in its sole discretion:
 - 2.6.1. suspend access to the Solution; and/or
 - 2.6.2. terminate the Agreement.
- 2.7. In addition to other rights and remedies Agency may have, Agency may offset the Fees payable by Client under the Agreement against any payment obligations to Client that Agency may incur under the Agreement or any other agreement between the Parties.
- 2.8. Any account and related billing and payment information which Client provides to Agency may be shared with third parties solely for the purposes of performing credit checks, effecting payment to Agency or servicing Client's account.
- 2.9. Client acknowledges that, pursuant to the Meta Terms, Meta has the right to update its prices and pricing rules and as such, any changes to list prices and pricing rules will take effect the first day of the calendar month following such changes being made.
- 2.10. Notwithstanding the aforementioned nor any other provision in the Services Agreement, the Client acknowledges and agrees that there is no audit right for the Client or any third party over the Agency (or any of its Affiliates) with respect to the provision of the Solution and the Services set out in this Agreement, and no right to audit the charges invoiced by Meta to the Agency. Further, Client acknowledges and agrees that with respect to those which are specific to the provision of the Solution and the Services set out herein, the Client shall not be entitled to any commissions, discounts and rebates (including more specifically but without limitation, agency volume bonuses or 'AVBs') to which Client may otherwise be entitled pursuant to the Services Agreement, and Client expressly waives its rights in favour of the Agency to the extent any provision in the Services Agreement conflicts with or is inconsistent with the aforementioned.
- 2.11. This Agreement forms a discrete legal contract between the Client and the Agency which is separate from the Services Agreement between the Client and the Agency. Except as expressly provided by this Agreement, the terms and conditions of the Services Agreement shall not apply to the Solution and the Services provided hereunder.

3. INTELLECTUAL PROPERTY.

- 3.1. Except to the extent expressly stated otherwise in the Agreement, neither Party will acquire any right, title or interest in any Intellectual Property Rights owned or licensed by the other Party.
- 3.2. Both the Agency and the Client agree that they will comply with the terms of the licence granted to them by Meta pursuant to the Meta Terms. Client agrees that it will not sell, transfer, or sublicense the Solution. Except as expressly licensed in the Meta Terms or otherwise herein, the Client will not use, access, integrate with, modify, translate, create derivative works of, reverse engineer, or otherwise exploit the Solution or any aspect thereof. The Agency and the Meta Companies reserve all rights, title, and interest (including the right to enforce any such rights) not expressly granted in the Agreement.

4. CONFIDENTIALITY.

- 4.1. The Parties acknowledge and agree that each may share Confidential Information with the other pursuant to the delivery and receipt of the Services and/or the delivery and use of the Solution. As such, the Party receiving such Confidential Information (the “**Receiving Party**”) from the other Party (the “**Disclosing Party**”) will:
 - 4.1.1. not use the Confidential Information for any purpose other than as indicated herein;
 - 4.1.2. protect the Confidential Information with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which the Receiving Party uses to protect its own information of similar character.
- 4.2. All Confidential Information disclosed hereunder will remain the sole property of the Disclosing Party and the Receiving Party will have no interest in or rights with respect thereto except as expressly set forth in this Agreement.
- 4.3. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required to:
 - 4.3.1. Meta, where the Agency is the Receiving Party;
 - 4.3.2. its Affiliates;
 - 4.3.3. its employees, agents, Subcontractors and/or its professional advisors,(in each case) who has a need to know in connection with herein and has executed a non-disclosure agreement, at least as protective as these terms.
- 4.4. The confidentiality obligations set out herein will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.
- 4.5. The Receiving Party may make disclosures to the extent required by Applicable Laws or court order, provided that the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment.
- 4.6. The Receiving Party acknowledges that use of or disclosure of Confidential Information in violation of this Clause 4 could cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such threatened or actual use or disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

5. REPRESENTATIONS AND WARRANTIES.

- 5.1. Each Party represents and warrants that it will use reasonable care and skill in complying with its obligations under the Agreement and will perform its obligations in accordance with Applicable Law. Client represents and warrants that it has all necessary authority, rights, licences, consents and permissions to (a) enter into each Order Form and bind Client to the Agreement; (b) perform its obligations hereunder, and (c) access and use the Solution in order to deliver Messages to End Users. Client also represents and warrants that the Client Content will comply with all Applicable Laws and regulations including all Advertising Regulations.
- 5.2. The Solution and the Services are provided “as is” without any warranties of any kind. Agency hereby disclaims all warranties, express or implied, including, without limitation, all implied warranties, terms or conditions of merchantability, fitness for a particular purpose, satisfactory quality, title, conformance with description and non-infringement. in addition, Agency does not warrant that the Solution or content therein is accurate, timely, complete, or will operate without errors or be uninterrupted, or are free from viruses, bugs, worms or any other harmful components. Client agrees that the Solution and/or the provision of the Services does not guarantee that Client will make any sales or profits or achieve any results. No conditions, warranties or other terms apply to the Solution, any Services or to any other goods or services supplied by Agency under the Agreement unless expressly set out in the Agreement.

6. INDEMNIFICATION.

- 6.1. The Client will defend, indemnify and hold Agency, its Affiliates and its and their officers, directors, employees, agents and Subcontractors harmless from and against any losses, damages, liabilities (including settlements, judgments, fines and penalties) and costs and expenses (including reasonable legal fees and disbursements, court costs and other litigation expenses) of any type (collectively, “Losses”) arising out of or relating to a claim (“Claim”) (including any claim brought by Meta and/or a third party (a “Third Party Claim”) in connection with Client’s activities under the Agreement, including without limitation (a) any breach of the Agreement by Client, (b) Client’s access to or use of the Solution, including information provided in connection therewith, including within any Messages and/or Client Content, (c) any infringement of any third party rights including (without limitation) any third party Intellectual Property Rights, publicity, confidentiality, property or privacy rights; (d) Client’s violation of any Applicable Laws including with respect to Client Content any Advertising Regulations; or (e) any misrepresentations or alleged misrepresentations made by Client.
- 6.2. Agency will:
- 6.2.1. notify the Client of a Third Party Claim promptly after becoming aware of it;
 - 6.2.2. provide the Client, at the Client’s cost and expense, with reasonable information, assistance and cooperation in responding to and, where applicable, defending that Third Party Claim;
 - 6.2.3. give the Client sole control over the defence and settlement of that Third Party Claim provided that the Client regularly consults the Agency on the conduct and defence of the claim and shall obtain the Agency’s prior approval of any settlement terms.
- 6.3. If within ninety (90) days after the Client’s receipt of notice of any Third Party Claim, the Client fails to take action to defend or settle such claim, the Agency may at the Client’s expense undertake the defence, compromise or settlement of the Third Party Claim as it sees fit.

7. LIMITATION OF LIABILITY.

- 7.1. Nothing in the Agreement will exclude or limit either Party’s liability:
- 7.1.1. for death or personal injury resulting from the negligence of either Party or their servants, agents or employees;
 - 7.1.2. for fraud or fraudulent misrepresentation;
 - 7.1.3. for payment of sums properly due and owing to the other in the course of normal performance of the Agreement; or
 - 7.1.4. for any other liability that may not otherwise lawfully be excluded or limited.
- 7.2. Nothing in the Agreement will exclude or limit Client’s liability under the indemnities given under the Agreement, including the indemnities given in Clause 6 above.
- 7.3. Subject to Clause 7.1, Agency will not have any obligations or liability under or in connection with the Agreement (whether in contract, tort (including negligence) or otherwise) in relation to: (a) Client Content and/or the content of any Messages; or (b) any websites or content to which such Messages may link.
- 7.4. Subject to Clauses 7.1, and 7.3, Agency shall not be liable under or in connection with the Agreement (whether in contract, tort (including negligence) or otherwise) for any:
- 7.4.1. loss of revenue;
 - 7.4.2. loss of profit or anticipated profits;
 - 7.4.3. loss of anticipated savings;
 - 7.4.4. loss of business opportunity;
 - 7.4.5. loss of sales;
 - 7.4.6. loss of goodwill;
 - 7.4.7. loss of or corruption of data (except for loss or corruption of Personal Data); or
 - 7.4.8. indirect, punitive, incidental, special, exemplary or consequential losses, suffered or incurred by the other Party,

(whether or not those losses (i) are direct or indirect and (ii) were within the contemplation of the Agency at the date of the Agreement).

- 7.5. Subject to Clauses 7.1, 7.3 and 7.4, Agency's aggregate liability (whether in contract, tort (including negligence) or otherwise) for all any claim, demand, proceeding, action or complaint of any nature or kind under or in connection with this Agreement is ~~not~~ capped at \$100 USD.
- 7.6. Agency will have no liability under the Agreement arising out of or related to any use of Beta Features by Client, its Affiliates, or its End-Users. Any use of Beta Features will be solely at Client's own risk and may be subject to additional requirements as specified by the Agency. Agency is not obligated to provide support for Beta Features and Agency may, at its sole discretion, cease providing Beta Features as part of any Services.

8. TERM; TERMINATION; AND SUSPENSION.

- 8.1. The Agreement shall commence on the Effective Date and continue for the Term unless otherwise terminated in accordance with this Agreement.

Termination for Convenience

- 8.2. Without further liability to the Client, Agency may terminate this Agreement at any time, for any or no reason at all, upon 30 days' advance written notice to the Client, subject to a wind-down period of up to 3 months following the effective date of the termination ("**Wind-Down Period**"), during which time Client will still be responsible for payment of all Fees incurred during the Wind-Down Period for use of the Solution.

Termination for Cause

- 8.3. Agency may, without further liability to the Client, immediately suspend the Client's access to the Solution and/or terminate this Agreement if:
- 8.3.1. the Client is in breach of the terms of this Agreement including (without limitation) where it fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
 - 8.3.2. the Client suspends or ceases, or threatens to suspend or cease, carrying on business;
 - 8.3.3. the Client takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 8.3.3;
 - 8.3.4. the Client's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or
 - 8.3.5. there is a change of control of the Client within the meaning of section 1124 of the Corporation Tax Act 2010.
- 8.4. Notwithstanding anything to the contrary, Agency reserve the right to and may without further liability to the Client or its Affiliates, immediately limit, suspend, or terminate Client's access to the Solution, and/or any content or data residing therein (or any portion thereof), if Agency and/or Meta in its sole discretion believe that it is desirable to: (a) protect the integrity, security, stability, availability, or privacy of any Agency, Meta Company or hosting provider products, systems, or data and/or any users, (b) protect the Agency, its Affiliates and any Meta Companies from regulatory, financial, or legal liability and/or to comply with any Applicable Law, or (c) prevent or limit risk of harm or damage (including reputational harm or damage) to the Agency, its Affiliates and any Meta Companies and/or any Agency, Agency Affiliate and/or Meta Company products, systems, or data.
- 8.5. If Client is in violation (or if Agency reasonably suspects a violation or that such violation is reasonably likely to occur) of the Agreement and/or any Applicable Laws (including without limitation any Anti-Bribery Laws, or the Data Processing Terms) then Agency and/or Meta may, without further liability to the Client, immediately terminate this Agreement and/or suspend or deactivate Client's use of all or any part of the Solution.

- 8.6. Agency may, without further liability to the Client, terminate and/or suspend the Agreement upon notice to the Client if Agency or Meta is unable to provide the Solution and/or any associated Services due to any changes in Applicable Laws.
- 8.7. Upon the expiration or termination (whether in whole or part) of the Reseller Arrangement, Agency may suspend and/or terminate the Agreement upon notice without any further liability to the Client. Nothing in this clause shall limit Agency or Meta's rights to pursue other legal remedies, including immediate court or judicial relief.
- 8.8. All provisions that by their nature are intended to survive the termination of this Agreement shall so survive.

9. EFFECT OF TERMINATION

- 9.1. Subject to Clause 9.3, upon expiration or termination of the Agreement for any reason (and except as expressly stated otherwise):
 - 9.1.1. all rights and licences granted by the Agency will cease immediately;
 - 9.1.2. Client shall cease to use and Agency and/or Meta will remove the Client's access to the Solution;
 - 9.1.3. Client shall remain responsible for all Fees incurred up to the date of expiration or termination;
 - 9.1.4. Client agrees to promptly delete the WhatsApp Business Client (as defined in the Meta Terms) and any related software code; and
 - 9.1.5. Client agrees that it shall promptly return or destroy and certify the destruction of all copies of Confidential Information in its possession.
- 9.2. Where the Agency has exercised its rights to terminate the Agreement pursuant to Clause 8.2, the Agency agrees that it will, during the Wind-Down Period, provide all reasonable assistance to transfer the Client's Solution account and all related data therein, pursuant to Client's instructions, to: (a) the Client's chosen new solution provider; or (b) systems under the Client's control. Such support and cooperation may be subject to additional fees and costs, such fees and costs to be agreed between the Parties at the time of the request.
- 9.3. In the event Clause 9.2 applies:
 - 9.3.1. Agency will continue to provide access to the Solution and/or the relevant Services to the Client for the duration of the Wind-Down Period;
 - 9.3.2. Client will continue to make payments to Agency for Fees incurred during the Wind-Down Period; and
 - 9.3.3. the terms of this Agreement will continue in full force and effect for the duration of the Wind-Down Period.

10. DATA PROTECTION

- 10.1. The Parties acknowledge and agree that in accessing and using the Solution and pursuant to the delivery of the Services that the Agency will process Client Personal Data and as such, the Parties agree to comply with the provisions of the Data Processing Terms at all times.

11. ANTI-BRIBERY & SANCTIONS

- 11.1. **Anti-Bribery.** In performance of its obligations under this Agreement, Client: (a) will comply with Anti-Bribery Laws, which prohibit corrupt offers of anything of value, either directly or indirectly, to anyone, including Government Officials, to obtain or keep business or to secure any other improper commercial advantage; and (b) will not make any facilitation payments, which are payments to induce any official to perform routine functions they are otherwise obligated to perform. Any breach of this Clause 11.1 (Anti-Bribery) is deemed incapable of remedy. Client will keep complete and accurate records relating to this Agreement. During the Term and for a period of one year afterwards, Agency may audit Client's relevant records to confirm Client's compliance with this Agreement. Such auditor will only have access to those books and records of Client that are reasonably necessary to confirm such compliance. Client will make commercially reasonable and good faith efforts to comply with Agency's anti-bribery due diligence process, including providing requested information.

- 11.2. **Anti-Corruption.** Client represents and warrants that (i) within the past twelve months, it has not made a voluntary or other disclosure to, or received any notice, subpoena, request for information, or citation from, or is aware of any past or present investigation of the Client by Governmental Authority related to alleged violations of any anti-corruption law, and (ii) it is not aware of any current investigations of it by a Government Authority related to alleged violations of applicable anti-corruption laws.
- 11.3. **Sanctions.** The Client acknowledges that EU and US trade sanction laws are applicable to Meta and the Solution and, as such, the Client represents and warrants that it is not subject to any EU or US trade sanctions or economic restrictions. Upon request, the Client must provide the Agency (for onward provision to Meta) with reasonable information necessary to validate that the Client is not subject to EU or US trade sanctions laws.
- 11.4. Notwithstanding any other provision of this Agreement or any applicable non-disclosure agreement, Client acknowledges and agrees that Agency and/or Meta may disclose the existence and terms of this Agreement, as well as information relating to any probable violation of this Clause 11 to any Governmental Authority whenever Agency and/or Meta considers it necessary or prudent to do so.
- 11.5. Client will immediately notify the Agency of any actual, potential, threatened, or requested breach of Clause 11 of this Agreement by any person or entity, including any knowledge of any request, inquiry, subpoena or investigation from or by any Government Authority.

12. MISCELLANEOUS.

- 12.1. **Government Clients:** If Client is a governmental entity, the Client represents that: (a) it is not restricted by any Applicable Law, policy, or principle from agreeing and performing, or accepting performance of, any term or condition of this Agreement; (b) no Applicable Law, policy, or principle renders any term or condition of this Agreement unenforceable against the Client or any applicable governmental entity; (c) it is authorized to, and has the legal capacity under Applicable Laws, policies, and principles to represent and bind any applicable governmental entity to the terms and conditions of this Agreement; and (d) it enters into this Agreement based upon an impartial decision concerning the value of the Solution to the Client and its End Users, and no improper conduct or conflict of interest has influenced its decision to enter into this Agreement. If Client accepts this Agreement in violation of this Clause 12.1 Agency may elect to terminate this Agreement, or the Parties may enter into a separate mutually agreeable and enforceable agreement, or may mutually agree to modify this Agreement and execute such a modification in writing.
- 12.2. **Records and Audit.** Upon reasonable prior notice to Client, Client will provide Agency and/or Meta and their auditors with access to, and assistance and information that they may reasonably require with respect to, Client's books and records for purposes of auditing Client's compliance with this Agreement. If an audit identifies that Client is not in compliance with this Agreement, Client (a) will correct such noncompliance no later than 72 hours after notice of noncompliance, (b) will reimburse Agency and/or Meta for all reasonable costs and expenses of such audit and all re-reviews (if the noncompliance was material), and (c) upon completion of such remediation, have Client's authorized officer certify in writing to Agency that Client has addressed such non-compliance, and that Client is now acting in compliance with this Agreement.
- 12.3. **Assignment.** Agency may not assign this Agreement or its rights or obligations under this Agreement without the prior written consent of the Client, except that Agency may assign this Agreement without consent to Meta or another member of the Meta Companies or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of its assets or voting securities. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Client may not assign any part of the Agreement without (i) the written consent of the Agency; (ii) the written confirmation from the assignee that it has agreed in writing to be bound by the terms of the Agreement; and (iii) the assigning Party remaining liable for obligations under the Agreement if the assignee defaults on them. Any other attempt to assign is void.
- 12.4. **Conflicting Terms.** To the extent there is any conflict or inconsistency between any additional terms accepted within the user interface for the Services, an Order Form, the DPA, the WAB Reseller Terms and the Meta Terms, and unless otherwise stated the following order of precedence will apply: (1) Meta Terms, (2) any additional terms accepted within the user interface for the Services, (3) the Order Form, (4) the DPA (5) the WAB Reseller Terms.

- 12.5. **Entire Agreement.** The Agreement sets out all terms agreed between the Parties and supersedes all other agreements between the Parties relating to its subject matter. In entering into the Agreement neither Party has relied on, and neither Party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in the Agreement.
- 12.6. **Force Majeure.** Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure is due to unforeseen events that occur after the Effective Date and that are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power, telecommunications, data networks, or services, or refusal of a license or authorisation by a government agency or entity.
- 12.7. **Governing Law.** The Agreement is governed by English law and the Parties submit to the exclusive jurisdiction of the English courts in relation to any dispute (contractual or non-contractual) concerning the Agreement save that either Party may apply to any court for an injunction or other relief to protect its Intellectual Property Rights.
- 12.8. **Notices.** All notices of termination or breach must be in English, in writing and addressed to the other Party's Legal Department. The address for such notices shall be as stated in the Order Form. All other notices (including notices of non-renewal) must be in English, in writing and addressed to the other Party's primary contact as detailed in the Order Form. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).
- 12.9. **No Agency.** This Agreement does not create any agency, partnership, or joint venture between the Parties.
- 12.10. **Reseller Arrangement.** The Agency has been appointed by Meta as a Business Solution Partner (on a non-exclusive basis) pursuant to which appointment it is entitled to resell the Services. The Agency: (i) is not acting as the agent, partner of, nor in joint-venture with Meta; (ii) does not commit nor bind Meta to this Agreement in any way; and (iii) does not give any promise, representation, warranty or guarantee on Meta's behalf.
- 12.11. **No Waiver.** Neither Party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.
- 12.12. **No Third-Party Beneficiaries.** Save for in respect of Meta, this Agreement does not confer any benefits on any third party unless expressly stated otherwise. The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.
- 12.13. **Severability.** If any term (or part of a term) of the Agreement is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.
- 12.14. **Approvals.** The Parties agree that whenever the Agreement calls for written request or written approval to be provided by either Party, unless otherwise expressly stated that email is not acceptable, such request or approval may be provided via email.
- 12.15. **Publicity.** Any press release, publicity, or public announcement about the parties' relationship requires the prior written approval of both parties.
- 12.16. **Equitable Relief.** Nothing in the Agreement will limit a Party's ability to seek equitable relief.
- 12.17. **Survival.** Notwithstanding termination or expiration of the Agreement, any provisions of the Agreement that by their nature are intended to survive, will survive termination.

Schedule 1

WAB Service Level Agreement

Pursuant to clause 1.1.2, the Agency agrees to use commercially reasonable efforts to provide the service levels set out in this Service Level Agreement (“**Service Levels**”) to the extent applicable to the Client’s access and use of the Solution.

Definitions

In addition to any terms defined elsewhere in this Agreement, the following terms shall have the following meanings for the purpose of this Service Level Agreement:

“**Business Day**” means any day other than a Saturday, Sunday or a public holiday in England.

“**Business Hours**” means the hours of 9am – 5.30pm on a Business Day.

“**BAU**” means business as usual.

“**CoE**” means the Agency Affiliate UK Centre of Excellence.

“**Incident**” means a P1, P2, P3 or P4 severity level incident as further described in the table below.

Service Levels:

1. Support Desk operating hours

The CoE Support Desk will operate during Business Hours only and will be available via the email address provided to the Client during the onboarding process.

2. Raising an Incident

The Client may request support by way of a request raised through the CoE Support Desk (“**Support Request**”).

Each Support Request shall include a description of the Incident and, where relevant, the start time of the Incident.

The Client shall provide the Agency with:

- (a) prompt notice of any Incidents of which it becomes aware; and
- (b) such output and other data, documents, information, assistance and (subject to compliance with all Client’s security and encryption requirements notified to the Agency in writing) remote access to the Client’s system, as are reasonably necessary to assist the Agency to reproduce operating conditions similar to those present when the Client detected the relevant Incident and to respond to the relevant Support Request.

Unless otherwise agreed, all support shall be provided on an off-site basis (such as over the telephone or by e-mail).

The Client acknowledges that, to properly assess and resolve Support Requests, it may be necessary to permit the Agency direct access at the Client’s office locations and/or to the Client’s systems, files, equipment and personnel.

The Client shall provide such access promptly, provided that the Agency complies with all the Client’s reasonable security requirements and other policies and procedures relating to third parties entering and working on the Client sites as notified to the Agency in writing reasonably in advance.

3. Incident Response & Resolution Service Levels

The Agency shall:

- (a) prioritise all Support Requests based on its reasonable assessment of the severity level of the Incident reported; and
- (b) use commercially reasonable efforts to:
 - i. respond to all Support Requests, in accordance with the response times specified in the table below; and

- ii. resolve the Incident, to the extent such resolution is within the Agency's power, within the target resolution times specified in the table below.

Severity	Incident Definition	Response / Target Resolution Time
P1	System failure causing widespread issues that would halt Client's BAU operations. Any issue that renders the production system completely unusable by Client, including a complete outage of the production Solution or transactional failures or defect in the mainstream day to day function of the Solution.	Response (acknowledging Incident): within 15 minutes Target Resolution: same Business Day
P2	Significant impact on Client's BAU operations or multiple WhatsApp deployments are being affected	Response (acknowledging Incident): within 30 minutes Target Resolution: within 2 Business Days
P3	Minor impact on Client's BAU operations on a production system or a failure within a non-production system	Response (acknowledging Incident): within 30 minutes Target Resolution: within 3 Business Days
P4	No interruption to existing Client's BAU operations including 'how to' questions	Response (acknowledging Incident): within 30 minutes Target Resolution: within 5 Business Days

The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response and resolution times set out above.

In cases where the Agency needs to raise a ticket to or request additional support from a third party, such as Meta, the response and resolution timelines may be extended. The Client shall be notified when this triage process has been initiated. Agency will not be responsible for the time taken for third parties to respond and/or resolve the Incident (and the Service Levels stated above therefore shall not apply).

Subject to the remainder of this Schedule, if a response or resolution is not provided within the relevant Service Level response or resolution time, the Customer may escalate the Support Request to the parties' respective relationship managers identified in the Order Form and then to their respective senior management as required. For the avoidance of doubt, failure to meet any or all of the Service Levels stated above shall not amount to a material breach of the terms of this Agreement.

4. Feedback and Feature requests

The Agency welcomes feedback at any time via the 'feedback' link within the user interface. Feedback can be provided to the Agency by email to the following email address: whatsappteam@dentsu.com.

Feature requests will be logged in a backlog and assessed for priority and the Client will be notified by email on the progress of the request.