



Bulk SMS Terms & Conditions

These terms and conditions here in stipulated govern the provision of the services of the Digital Communication Platform by Diana host Ltd.. Appropriate Completion of this application form and the submission of the required documents here in indicate that the Client has read, understood and accepted these terms and conditions.

1. DEFINITIONS

Account means the Client's user profile where the credit amount is available in the account of the Client with Dina host Ltd. Advertisement means a promotional and creative programmer and/or announcement specifically designed for mobile telecommunications devices, such as cellular phones. Client means an individual over 18 years of age or a company whose application to subscribe for the Digital Communication Platform has been accepted. Communication Charges means the rates and charges payable by the Client in connection with the usage of the Digital Communication Platform, calculated based upon Short Message Services (SMS), Multimedia Message Services (MMS), Unstructured Supplementary Service Data (USSD), Insertions, Interactive Voice Response (IVR), In-App Communication, Banner Communication and/or other Communication solutions disseminated by Diana host Ltd. in the Diana host Ltd./Other Network on behalf of the Client. Content means all data, information, material and content, including but not limited to text, pictures, photographs, software, video, music, sound and graphics contained in the Advertisements. Diana host Ltd. Network means Diana host Ltd.'s Mobile Telecommunications Network service providers. Diana host Ltd. Services means the telecommunication services, including the Digital Communication Platform, offered by Diana host Ltd. to its Subscribers. Digital Communication Platform means the service provided by Diana host Ltd. to Clients to run 'self-service campaigns' which are handled by the Clients themselves and/or 'managed campaigns' carried out by the Diana host Ltd. staff on behalf of Clients targeting Subscribers. Insertions means Content incorporated into missed call alerts, budget SMS, end call notifications and any other such Diana host Ltd. Services offered to Subscribers on a free of charge basis. Parties mean Diana host Ltd. and the Client, and party means either of them. Subscriber means a person over 18 years of age who has registered to subscribe for the Diana host Ltd. Services.

2. PROHIBITED CONTENT

- 2.1. All Advertisements/Content and/or Communication related programmers submitted to Diana host Ltd. Communication Platform shall not include but limited to the following document;
 - 2.1.1. Directly or indirectly contain information, views, stimulations and/ or images of politics, clubs, unlicensed employment services bureaus, tobacco, religion, obscenity and or any other illegal/antisocial subject matter;
 - 2.1.2. Infringe the intellectual property rights of any third party
 - 2.1.3. Contain personal testimonial with specific reference to the character of a person;
 - 2.1.4. Contain anything which clearly offends against generally prevailing community standards relating to decency;
 - 2.1.5. Not libel, defame, cause injury to, invade the privacy of or otherwise infringe or violate the rights of any person or third party;
 - 2.1.6. Contain false or unwarranted claims for any products or services or any defamatory statements;
 - 2.1.7. Include any statement, picture, audio or video that promotes the services of Diana host Ltd.'s competitors.

Diana host Ltd. reserves the right to at its sole discretion regard any Advertisement or Content as prohibited content and refuse to disseminate such Advertisement

Signature Here



3. RIGHTS AND RESPONSIBILITIES OF Diana host Ltd.

3.1. Diana host Ltd. reserves the right to:

- 3.1.1. Reject any application or Advertisement submitted for the Digital Communication Platform for any reason whatsoever without assigning any reason and without any liability;
- 3.1.2. Make any alteration to the Digital Communication Platform and such alteration shall be informed to the Client in writing prior to dissemination. Diana host Ltd. shall not be liable for any loss or inconvenience caused to the Client resulting therefrom;
- 3.1.3. Vary, add to or amend the terms and conditions applicable to the Digital Communication Platform;
- 3.1.4. At any time, share their database/ specific Client information with any one of its subsidiaries and/or holding companies in order to provide an integrated service to the Subscribers and/or any Government authority in connection with any criminal investigation or for the purpose of any criminal proceedings.

3.2. Diana host Ltd. shall at its sole discretion be responsible for the implementation and maintenance of the technical infrastructure to allow Subscribers to receive the Advertisements.

3.3. Diana host Ltd. shall not be liable to the Client and/or any third party for any loss, damage or injury caused to or suffered by a person or property, whether it be direct, indirect, special, consequential, loss of business revenue or profits, or of any nature suffered by any Client or any person authorized by any Client in relation to the Digital Communication Platform.

4. RESPONSIBILITIES OF THE CLIENT

The Client shall:

- 4.1. Not use the Digital Communication Platform to transmit Prohibited Content as set out in Clause 2 herein
- 4.2. 4.2. not use the Digital Communication Platform to commit acts of terror, immoral, unauthorized or unlawful activities and/or for any improper, unlawful or abusive purpose and/or to send obscene or threatening messages and/or to defame, cause injury to, invade the privacy of or otherwise infringe or violate the rights of any Subscriber or third party;
- 4.3. Keep all Subscriber information confidential and shall not use such information for any other purpose except for the purpose of fulfilling its obligations hereunder;
- 4.4. Strictly ensure that Advertisements disseminated as SMS and/or MMS through the Digital Communication Platform are ONLY used to contact Subscribers and/or any third parties who have expressly consented to be contacted via the Digital Communication Platform. The Client agrees that Diana host Ltd. may discontinue the Client from using the Digital Communication Platform for breaching this Clause;
- 4.5. Ensure that each and every Advertisement/Content transmitted through the Digital Communication Platform is approved and monitored by Diana host Ltd. prior to such release;
- 4.6. Bear all stamp duty, service tax charges and any other cost or charge imposed by law from time to time with regard to the usage of the Digital Communication Platform;
- 4.7. not resell, transfer and/or reassign the Advertisement space in any circumstances and/or use the Digital Communication Platform for any other purpose than that provided hereunder unless otherwise with the prior written consent of Diana host Ltd.;

Signature Here



- 4.8. Not use, reproduce, and/or display any trademarks, service marks, logos and brand names of Dian host Ltd for any other promotional or Communication material without the prior written consent of Diana host Ltd.;

- 4.9. Inform Diana host Ltd. in writing of any changes in any information provided to Diana host Ltd..

5. PAYMENT TERMS

- 5.1. Payment for the Digital Communication Platform shall be by Credit Card or Bank to Bank Transfer or Cash deposit to Diana host Ltd.. Bank A/C or PO or Cheque payment to Diana host Ltd..
- 5.2. The maximum amount the Client may have in the Account at any one time is TK. 1,000,000.00 and **any balance in the Account shall not be refundable under any circumstances whatsoever save and except if the Digital Communication Platform is permanently discontinued.**
- 5.3. Any unutilized amount remaining in the Client's Account after the expiry of One (1) year from the date the Account was last credited will be forfeited and will not be available for acquiring further or additional services from the Digital Communication Platform after that date.
- 5.4. The Communication Charges may be varied by Diana host Ltd.. from time to time and such variation shall be informed to the Client in writing within a reasonable time period in advance.
- 5.5. The Client shall not be able to access the services provided by the Digital Communication Platform without a sufficient balance in the Account

6. INDEMNIFICATION

- 6.1. Client hereby agrees to defend, settle and pay damages on behalf of Diana host Ltd. and its subsidiaries with regard to any and all claims, actions, liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any claims, suits or proceedings made by a third party for libel, defamation, violation of right of privacy or publicity, breach of contract, copyright infringement, trademark infringement or other infringement of any third party right, fraud, false Communication, misrepresentation, product liability or violation of any law, statute, ordinance, rule or regulation.

7. CONFIDENTIALITY

- 7.1. Each Party hereto shall use its best efforts to keep in strict confidence, and shall bind all of its employees and agents to keep in strict confidence, all commercial and technical information in whatever form acquired by it (whether directly or indirectly) from or concerning the other Party or in connection with the performance of the Agreement (hereinafter called "Confidential Information"). No Party shall utilize such Confidential Inform
- 7.2. The following information shall be excluded from the foregoing scope of Confidential Information:
- 7.2.1. Information which at the time of disclosure is generally available to the public;
- 7.2.2. Information which after disclosure becomes generally available to the public through no fault of the receiving party;
- 7.2.3. Information which the receiving party can show was in its possession prior to disclosure and which was not acquired directly or indirectly from the other Party;
- 7.2.4. Information which the receiving party can show was received by it after the time of disclosure from any third Party without any obligation of confidentiality and which was not acquired directly or indirectly from the other Party. The confidentiality obligations set out in this Clause shall survive the termination of this Agreement; or
- 7.2.5. Information which the Party concerned shall be compelled to divulge if required by Law



- 7.3. The Subscriber information shall be the sole and exclusive property of Diana host Ltd. and the Client shall not in any event whatsoever derive any right or license to use such information for such other purpose other than as specifically set out herein.

8. FORCE MAJEURE

- 8.1. If either Party is temporarily rendered unable, wholly or in part, by Force Majeure to perform its duties or accept performance by the other Party under this Agreement it is agreed that the affected Party shall give notice to the other Party with immediate effect giving full particulars of such Force Majeure.
- 8.2. The duties of such Party as are affected by such Force Majeure shall, with the approval of the other Party, be suspended during the period of disability so caused, but for no longer period, and such cause shall be removed with all reasonable dispatch.
- 8.3. The term "Force Majeure" as employed herein shall mean act of God, strikes, lockouts, industrial disturbances, war, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fire, floods, earthquakes, storms, lightning and any other causes similar to the kind herein enumerated which are beyond the control of any Party and which by the exercise of due care and diligence neither Party is unable to overcome.

9. MISCELLANEOUS

- 9.1. In the event of a dispute or difference in connection with the usage of the Digital Communication Platform, Diana host Ltd. and the Client shall use their best endeavors to resolve such dispute or difference amicably. Failing amicable resolution of such dispute or difference by the Parties, the dispute or difference shall then be finally resolved by reference to the courts of Law of Bangladesh.
- 9.2. All conditions, warranties and representations implied by law in relation to the Digital Communication Platform and Diana host Ltd. Network are excluded to the extent permitted by law and except as expressly provided in these terms and conditions.
- 9.3. These terms and conditions shall be governed by the Laws of Bangladesh and subject to the exclusive jurisdiction of the courts of Bangladesh.

☐

Tik this Box that you have read and agreed all terms and conditions mentioned.

Signature & Seal Here

Type Full Name Here

Type NID/Passport/Birth Certificate Number

Type Date Here