[On Company's Letterhead]

To: Viber Media S.a r.l (“Viber”)

Re: Warranties regarding Sending Verified Messages via Viber

The undersigned, [Legal Name of Company] (“**Company**”), owner of the [NAME OF BRAND] brand, whose ultimate Beneficial Owner[[1]](#footnote-1) is \_\_\_\_\_\_\_\_\_\_\_ and whose headquarters[[2]](#footnote-2) are located at [Full Address of Headquarters] as appears on company’s registration documents/business license, wishes to use Viber's Business Messages feature to send messages to its opted in customers.

In connection with such intended use, the Company hereby represents and warrants that it has obtained all required licenses and authorizations according to the applicable law and will maintain them as long as it is using the Viber's Business Messages feature. The Company undertakes that as part of the sending of business messages through the verified messages channel by Viber, it will:

1. Send messages only to users who have consented to receive messages from it and did not revoke such consent, and who are at legal age to receive such messages according to applicable laws in the destination country, and in any case not less than \_\_\_ years old.
2. Comply with all applicable laws in connection with the sending of the messages, including but not limited to the local law of the destination country, and ensure that the texts are compliant with such laws.
3. Send messages only in accordance with the Business Messages Guidelines provided by Viber.
4. Not allow any third party to use its verified messages channel.
5. Not use the verified messages channel to promote, mention and/or send invites to, competitive platforms/messaging apps.
6. Send messages only to destination countries which were approved in writing by Viber in advance (email to suffice) after providing satisfactory assurances, authorizations and certifications, as may be required by Viber at its sole discretion.

If Viber contacts the Company with regards to a complaint of a message sent to non-opted in user or a message which violates the Business Messages Guidelines (“**Spam**”) received by Viber support team, the Company shall: (i) respond as soon as possible, and in any case within no more than 7 days, (ii) provide Viber with all necessary information (opt-in documentation, relevant employee/department contact details, and any other relevant reasonable information required by Viber) within 14 days, and (iii) take such complaints very seriously and handle accordingly. The Company shall promptly provide Viber with several responsive contact methods to be provided to the relevant user to directly contact the Company with regards to such Spam event.

The Company agrees to indemnify, defend and hold harmless Viber, its officers, employees and affiliates in connection with any claim by a third party (including government entities) in connection with any message sent via its verified messages channel. It further agrees and consents that Viber shall have the right to reject and to terminate any service, at its sole discretion, without notice and for any reason.

Without derogating from the above and without prejudice to any other rights and remedies available to Viber, for every incident of: (i) Spam (as defined above), or (ii) message which is not compliant with applicable laws, licenses and authorizations and/or with Viber’s Business Messages Guidelines, Company agrees that Viber shall charge agreed liquidated damages in the amount of €5,000.

This letter is governed by the laws of England and Wales and subject to the sole jurisdiction of the competent courts of London, UK.

IN WITNESS WHEREOF,

The authorized signatory on behalf of the Company has confirmed the warranties and obligations included herein.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. A Beneficial Owner of a company is any individual who, directly or indirectly, exercises substantial control over the company, or who owns or controls at least 25% of the ownership interests of such company. [↑](#footnote-ref-1)
2. The HQ address should be evidenced in the company’s registration document/business permit or equivalent official documents certifying the business being registered and headquartered in the stated country (accompanied by certified English translations). In case Viber shall have any concerns or doubts it shall be entitled to request such documents as evidence in order to continue providing services. [↑](#footnote-ref-2)