

PRODUCT ANNEXURE – TRUECALLER BUSINESS SERVICES

TRUECALLER PLANS

1. INTRODUCTION

This Product Annexure sets out the legal framework for the provision and use of the Truecaller Services provided by the Supplier. This Product Annexure is subject to and must be read in conjunction with the Supplier terms and conditions located at <https://saicom.io/>. The nomenclature used in the Agreement shall apply to this Product Annexure.

2. DEFINITIONS

2.1. **Business Services** – means Truecaller Business identity service.

2.2. **Priority Listing** - Priority Listing shall mean the service of identifying a given Specified Telephone Number by displaying a business name and logo as provided by the End Customer along with a 'priority' badge whenever a user of the Application receives an incoming call from such Specified Telephone Number, in accordance with the terms of this Agreement.

2.3. **Service Account** – means a web-based portal and thereupon create an account with unique login credentials for the Reseller to access its module to manage Business Service(s) for the End Customers through such portal.

2.4. **Verified Listing** - Verified Listing shall mean the service of identifying a given specified telephone number by displaying a business name and logo as provided by the end customer along with a 'verified business' badge whenever a user of the application receives an incoming call from such specified telephone number, in accordance with the terms of this Product Annexure.

3. BUSINESS SERVICES

3.1. The Supplier is an authorised reseller of the Business Services.

3.2. The Use of the Business Services shall at all times be subject to the Contract Documents as well as the Truecaller terms of use located at: <https://www.truecaller.com/terms-of-service>, **API License Addendum** and Truecaller Privacy Policy: <https://www.truecaller.com/privacy-policy> as updated from time to time.

3.3. The Business Services may only be used by the Customer for its own internal business purposes.

3.4. The Business Services are offered on an as is basis by Truecaller.

3.5. The Customer may not use the data obtained from the Business Services for the purposes of cookie tracking, advertisement exchanges, advertisement networks, data brokerages, sending electronic communications in violation of applicable law or for any other purpose prohibited by Truecaller.

3.6. The Customer may not use the Business Services or its content in any way which is illegal, harmful or may be considered offensive by the Supplier, Truecaller or any other users or third parties.

- 3.7. Truecaller will use all commercially reasonable efforts to provide the Business Services to the Customer pursuant to the terms referred in clause 3.2 above, including, support service commensurate with support levels provided on the Business Services subscribed by the Customer.
- 3.8. All operational communications (for e.g., login credentials, service activation / deactivation related alerts, invoices etc.) will be made available through the email communication(s) to the email address provided by the Customer.
- 3.9. The Customer hereby indemnifies the Supplier against any loss suffered by the Supplier as a result of any use, hacking or misuse of the Business Services.
- 3.10. All service requests by the Customer shall be raised only through via email. In urgent cases, a request may be raised by sending an email to the following e-mail is: support@saicom.io. Each of such request will be considered as final from the Customer, and the Customer, shall be liable for all consequences including to pay for all such requests as per the rates specified by Truecaller.
- 3.11. In the event that a specified telephone number is found to be reported as spam by users of the application, Truecaller may, in its sole discretion, display its user community feedback for such number. To the extent commercially feasible, Truecaller will notify the Customer of such action.
- 3.12. The Customer acknowledges that Service quality and coverage available to the Customer shall be limited to that provided by Truecaller and while Truecaller will make commercially reasonable efforts to ensure delivery of Business Services in an expected manner, it cannot ensure that the Business Services will always be delivered in the expected manner because the provision and actual delivery of Business Services is contingent on variety of external factors such as telecom network performance, availability of telecom / internet services in different territorial areas.
- 3.13. The Customer acknowledges and will not hold the Supplier any of its employees, directors, or agents liable, when using the Truecaller Business Services, for any non-availability of the Services or for any reason whatsoever.

4. BUSINESS TRUECALLER TERM AND TERMINATION

- 4.1. Subscriptions for the Business Truecaller are available on a fixed terms basis as follows:
 - 4.1.1. Quarterly; or
 - 4.1.2. Bi-annually; or
 - 4.1.3. Annually
- 4.2. Terms are calculated on a full month to month basis, accordingly in the event that a subscription commences on the 17th of the month for six months, the first month will be billed pro-rata for the remaining days of the first month, and the fixed term will continue until the end of the sixth month and not to the 17th of the sixth month.
- 4.3. Subscriptions will automatically renew unless terminated in writing prior to the end of the then current term.
- 4.4. The Customer must provide written notification of termination prior to the 20th of the last month of the subscription term in order for the effective date of termination to be the last day of the last subscription term month.

4.5. In the event that the Customer provides notification of termination between the 20th to the 30th of the last subscription term month, the subscription will only terminate at the end of the following month, thereby increasing the then current term by one month before terminating.

4.6. In the event that the Customer fails to provide written notification of termination prior to the 30th of the last subscription term month, the subscription will automatically renew for another identical term.

5. UPGRADES AND DOWNGRADES

5.1. The Customer shall be entitled to upgrade a subscription at any time during the term. Upgrades will be effective from the day after request for upgrade, and the billing will be amended on a pro-rata basis with immediate effect.

5.2. Any downgrade request will be applicable only after the then current subscription term, from the commencement of the renewal term. Downgrades cannot be affected during a subscription term.

6. CUSTOMER OBLIGATIONS

6.1. The Customer is solely liable for any content it posts while using the Business Services.

6.2. The Customer acknowledges and agrees that it is responsible for all charges attributable to or incurred with respect to the Truecaller Business Services. It agrees to notify the Supplier immediately in writing via support@saicom.io or by calling the Supplier customer care line at +27 10 140 5050, if the Customer becomes aware at any time that Services are being fraudulently used.

6.3. The Customer is responsible for all usage charges attributable to its Services Account, even if incurred as a result of fraudulent or unauthorized use by third parties, until it reports the theft or fraudulent use of the Services. The Customer is solely responsible for securing all passwords and access numbers to guard against and prevent unauthorised access to the Business Services by third parties.

6.4. The Customer shall adopt and implement appropriate security measures to prevent hacking, unauthorized access or misuse of information / content on Truecaller's systems.

6.5. The Customer shall comply with all written instructions regarding the Business Services given by the Supplier and/or Truecaller from time to time.

6.6. The Customer shall keep all of its systems secure and its passwords sufficiently complex to prevent hacking.

6.7. Service quality availability to the Customer shall be limited to that provided by Truecaller and the Services may from time to time be adversely affected by factors outside of the control of the Supplier.

6.8. As the Supplier has no control over the Business Services, or how it performs, the Supplier cannot be held responsible for issues experienced by the Customer. The Supplier will troubleshoot and resolve issues where possible through the use of its Service Account and escalation to Truecaller, but the Supplier cannot guarantee a quality service.

6.9. The Customer acknowledges and shall not hold the Supplier, any of its employees, directors or agents liable for any non-availability of the Services or for any reason whatsoever.



t +27 (0) 10 140 5000

e sales@saicom.io

w saicom.io

END OF ANNEXURE