VIETTEL INTERNATIONAL A2P SMS

TERMS OF SERVICE

ARTICLE 1: DEFINITIONS

Provider is the party that supplies the A2P SMS Service – Viettel Business Solutions Corporation – Branch of Viettel Group (referred to as **"Viettel"**)

Client is the party that has demand on using A2P SMS Service.

A2P SMS Service means the service in which the SMS is sent from an application to mobile subscribers ("Service"). The Service shall be considered the exchange of short messages between the Client and the Provider interworking platform, and the settlement and billing services adhering to this service. The transit charge for the Services will be the amount payable charged by the Provider for relaying an SMS through its interworking platform. SMS shall be a set of systematized textual and numeric characters (text), transmitted to the Mobile Subscribers when using the GSM 7-bit alphabet, the 8-bit data alphabet, and the 16-bit UCS-2 alphabet; this leads to the maximum individual short message sizes of 160 7-bit characters, 140 8-bit characters, or 70 16-bit characters.

If the length of the text is greater than the above number of characters, the SMS shall be deemed one (1) part of the text up to 153 characters for 7-bit encoding, 134 characters for 8-bit encoding and 67 characters for 16-bit encoding.

Customer/Subscriber/Mobile Subscriber means subscriber who use mobile service and have demand for receiving A2P SMS.

Brand name means the brand name that Client would like to display in the sender section for each A2P SMS sent to the Subscribers.

ARTICLE 2: SCOPE OF TERMS

2.1 Subject to the terms and conditions of this Terms, Viettel agrees to provide Client with A2P SMS Service for delivery of A2P SMS through the Viettel's platform in the Territory on the condition that Client provides sufficient and valid registration documents in accordance with this Terms and any applicable laws and regulations.

2.2 In order to implement the Service, the Parties shall establish an SMPP connection between the Parties' networks, allowing Client to send A2P SMS to Customers through the Provider's platform.

2.3 List of the SMS terminated destinations and prices is provided by Viettel to Client through email correspondence to designated contact points.

ARTICLE 3: REGULATION OF BRAND NAME

3.1 Brand name is made up of 11 characters, without diacritical marks, or odd symbols. Only numeric, text and such characters as _. are acceptable.

3.2 Space and characters like (.)/(_) are used to separate characters in a brand name. For example: VT.Edu/VT_Edu/ TV Edu

3.3 Client agrees to authorize Viettel to declare the brand name on third parties' networks or through third parties to declare the brand name on other networks per Client's request in accordance with regulations made by those networks.

3.4 Declaration timeframe: no later than 2 working days for Viettel network and 5 working days for non-Viettel networks after full receipt of valid registration documents excluding Saturday, Sunday and holidays.

3.5 Declaration procedure: Client is requested to supply Viettel with following sufficient and valid documents as follow:
- Business registration certificate of Client (for initial registration);
- MBrand registration form signed by legally authorized person on behalf of Client.
- Legal authorization issued by third party who is the owner of the brand name that Client wants to register with Provider. In case the owner of the brand name is not the party that directly authorizes the Client but directly authorizes other third party(s) ("intermediary(s)"), the Client shall be responsible for providing full business registration(s) and legal authorization(s) of such intermediary(s), including the intermediary that authorizes the Client directly. Client shall be obliged and fully responsible for providing full authorization documents and other necessary documents (if any) of the brand name.
- Brand certification: Business registration, establishment decision of the company, brand name registration.
- Other certification documents required by Viettel.

3.6 Declaration template of message content:
- Client register the information of the expected message content in letter of authorization.
- For the message content template additionally, Client shall send by email to email address a2p.sale@viettel.com.vn and/ or the contact point who is in charge to support on registering brand name.

3.7 If Client has demand to deactivate brand name, Client shall notify in written notice to Viettel before the 22nd of the month that wishes to suspend such brand name. In the event that the 22nd coincides with Saturday/ Sunday or public holidays, the written notice should be sent before the date of such 22nd by Client.

3.8 Within 3 months upon complete registration, if registered brand name has not been put into use, Provider shall have the right to suspend/ block those brand names with prior notice to Client.

3.9 Client assures that:
a) Client is legally permitted to use, obtain and provide, including but not limited to, its documents for registration of brand names, brand names and A2P SMS Content submitted to Provider;
b) Client is legally responsible for the accuracy, truthfulness, sufficiency, validity of, including but not limited to, its documents for registration of brand names, brand names and A2P SMS Content submitted to Provider.
If Client fails to declare and provide complete and legal records of the brand name in accordance with this Terms and provisions of the law during the use of the Service, Client agrees and acknowledges the constituency of a breach of this Terms. Client shall take all responsibilities and liabilities for all matters arising out of the validity of those documents and brand names (if any). In such case, Provider shall bear no liabilities and reserve the right to suspend the Service upon notice (via email, phone call or text message) in advance to Client.
c) Client shall register brand name accordance with the law, including but not limited to the Decree No.91/2020/NĐ-CP and attached guiding documents.

ARTICLE 4: REGULATION OF A2P SMS CONTENT

Client shall be solely responsible for the A2P SMS content. Client ensure that the A2P SMS content originated from the Client's system is in accordance with the followings:

4.1 The A2P SMS content shall not intend to introduce to the Customers any of the following contents: Products, goods, or services which are of profitable purposes; Products, goods, or services which are of non-profitable purposes; Individuals or organizations operating business of any products, goods or services.

4.2 The A2P SMS content shall not contain any contaminating or destructive properties;

4.3 The A2P SMS content shall not corrupt or otherwise destroy any data or software contained in the Provider's platform;

4.4 The A2P SMS content shall not contain anything that is illegal, misleading, deceiving, obscene, offensive or defamatory against the Provider's Customers;

4.5 The A2P SMS content shall not in any way disrupt or interfere with any services provided by the Provider to the Customers;

4.6 The A2P SMS content shall not contain any of the following contents, including but not limited to, spam, advertising or promotional contents that the Customers have not given consent to receive or have already refused to receive;

4.7 The A2P SMS content shall not breach or infringe any rights, provisions, legal instruments, laws or regulations;

4.8 The A2P SMS content shall not defame Provider under any circumstance.

4.9 The A2P SMS content shall comply with other requirements of Provider as from time to time.

ARTICLE 5: GENERAL PROVISIONS

5.1 If the mentioned documents in the base section are amended or supplemented, the relevant provisions in this Term are also changed accordingly.

5.2 This Terms shall be available at website https://international.viettel.vn/services-list/a2p-messaging#terms-of-service and be updated by Viettel from time to time.