Spark

TELECOMM

USAGE POLICY

Historical versions

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The following Use Policy (the "Usage Policy") regulates the use by Sparktelecomm, S.A. de C.V. (or "Spark") of its Text Message Processing service (the "Service").

Please read carefully before operating the Service. The use of the Service implies the acceptance of this Use Policy, even if you choose not to read it. Sparktelecomm, S.A. of C.V. reserves the right to modify this Use Policy at any time by updating this document. You must visit the website
www.sparktelecomm.com to review this Use Policy.

A Glossary of Terms is presented below to facilitate understanding of the Use Policy. The terms used with the capital initials in this Use Policy will have the meaning that is correspondingly assigned to them unless a different one is attributed to them in terms of this document:

API: Programming mechanisms that allow two software elements communicate with each other using a set of definitions and protocols.

Malicious Code: Short Message that includes routines that affect or undermine the regular operation of the Networks of the Operators and/or Terminal Equipment of their Users.

Content: Sending data via Text Messages, such as information of any type, notifications, confirmations, notices, alerts, transactional content, activation codes for applications, and the like related to communication to Target Users, regardless of whether said data in themselves or conjunction with facts or acts constitute or may constitute goods or services, or constitute or may constitute the means for contracting or acquiring them under any legal title.

Credentials and/or access: A series of data assigned by Spark to identify the Origin User for using the Services. These credentials and/or accesses are non-transferable and the absolute responsibility of the Origin User.

DID: By its acronym in English, it means Direct Inward Dialing. It is a virtual number assigned to the Origin User to use the Service, so it is easily identified when sending Text Messages.

Terminal equipment: Equipment that connects beyond the Operator's terminal connection point to have access to one or more telecommunications services and that: (1) according to its technical characteristics, has the functionalities of creating, editing, sending, receiving and/or interpreting Short Messages and (ii) is enabled to send and receive Short Messages.

Short Message: Individualized set of up to 160 alphanumeric characters that the Origin User can send. Suppose a Source User attempts to send a Short Message that exceeds the said limit. In that case, Spark may choose to (i) truncate the excess characters to safeguard that only Short Messages of that length are delivered to the Destination User or (2) send the excess characters in a second Short Message, in the latter case the Origin User must cover Spark for the compensation generated by said Short Messages in accordance with the rates established in the contract that the Origin User enters into with Spark for such purposes. Short Messages must, in all cases, be made up of alphanumeric characters.

Operator: All those Persons who, directly or indirectly, operate a Network, whether as licensees, aggregators, concessionaires, or virtual operators, and with whom Spark maintains a contract to provide Short Message sending services.

Receiving Operator: That Operator that provides its Users with telecommunications services through prepayment or by entering into a contract for the provision of telecommunications services and who will deliver the Short Message sent by the Origin User to the Terminal Equipment to the Destination User.

Person: Any natural person, association, company, trust, co-investment, legal entity, government authority, or entity of any nature.

Prohibited Practice: The Origin User must not perform all those behaviors when using the Service.

Network: System made up of transmission media such as channels or circuits that use frequency bands of the radio spectrum, as well as, where appropriate, exchanges, switching devices, or any equipment necessary to conduct voice signals, sounds, data, texts, images or other signals of any nature between two or more points defined using a set of optical or any other type of radio links as well as by the associated switching devices or equipment for this purpose.

Service: Text message-sending processing service.

SMS: That telecommunications service that allows, among others, the sending and/or reception of Short Messages.

Spam: Unsolicited, unwanted Short Messages, usually harmful to the Target Users, regardless of the nature of their content.

Spamming: It is the practice of sending Spam.

User: Is that Person who (i) validly uses the services of an Operator either through prepaid systems or through the execution of a contract or agreement for the provision of services entered into by said user or a third party; and (2) for this reason it has Terminal Equipment.

Destination User: Any User to whom a Short Message originating from an Origin User is directed.

Origin User: Any user who originates a Short Message directed to the terminal equipment of a specific destination user, either in their capacity as Client or as a prospective Client.

The Origin User accepts that it is prohibited to carry out any act or conduct related to the commission of Prohibited Practices that may additionally affect any element of the Operators' Network. The catalog of Prohibited Practices is presented below but is not limited to:

1.- The sending of any Short Message that the Destination User's Terminal Equipment could interpret as a code or a routine to be executed.

2.- Any activity that directly or indirectly affects any element of the Operators' Network.

3.-Send Short Messages to any Destination User through which any type of advertising, promotion, propaganda, or dissemination of services and/or goods not requested or desired by the Destination User is carried out.

4.- Sending Spamming: Spamming will be considered: The sending by the same Origin User of 10 (ten) Spam messages within 1 (one) minute.

5.- Flooding shipping:

- The sending of short messages, the objective of which is to saturate or reduce the functions of any element of the network of the receiving operator, will be considered flooding. For these purposes, the following parameters are established to consider flooding:

- The sending by the same Origin User of 10 (ten) Short Messages addressed to the same Destination User within one minute.

- The sending by the same Origin User of more than 100 (one hundred) Short Messages in one minute.

6.- Send any message that affects the settings/programming of the Destination User's Terminal Equipment.

7.- Send any message that may affect, impair, or restrict the operation of the Terminal Equipment of the Destination User (Malicious Code).

8.- Making misuse of the assigned DIDs.

9.- The Origin User is obliged to verify that the information, data, goods and/or services that make up the Contents, at all times, comply with the following:

a. In general, do not attack morality and good customs.
b. The Service may not be used to offer religious movements.
c. Do not induce violence, public disorder, or illegal behavior.
d. They are not of an erotic, obscene, impudent, indecent, pornographic or sexual nature, whether explicit or implicit, including services called sexual education.
e. Comply with the legislation and regulations applicable to the type of Service or good offered or provided through the Content.
f. The Content for people of legal age is not directed at children and/or adolescents and has the corresponding warnings regarding the type of audience it is directed to.
g. Do not discriminate against any person due to race, nationality, religion, sex, or sexual orientation or violate their dignity unless it is informal Content intended for entertainment and/or fun.
h. Do not discriminate against anyone based on race, nationality, religion, sex, or sexual orientation or violate their dignity unless it is informal Content intended for entertainment and/or fun.
i. They are not misleading due to the inaccuracy of the substantial data that comprise them or due to their ambiguity, omission, or other circumstances, which lead or may lead the Destination Users to errors.
j. Do not encourage behavior that harms the environment.
k. Only offer products or services that can be supplied or provided if the time or period of delivery or provision is expressed in the advertisement.
l. The Content regarding promotions such as contests or similar operations indicates the substantial conditions of participation and the termination and/or expiration dates in terms of the applicable legislation.
m. Do not suggest that a product or service has particular characteristics when these are common among similar products or services.Do not go against the legal provisions that exist on the matter.
n. They do not contain data that constitutes or may constitute competition or discredit for the Operators.
o. They do not contain comparative information that constitutes unfair competition regarding applicable legislation.
p. Refrain from containing information that leads Destination Users to error and/or confusion.
q. Do not promote or market products or services that may be illegal, immoral,, or that affect good customs, the Spark name, or public order.
r. Advertising messages must not contain any element that may cause or spread any offense.

s. Carry out advertising that in any way misleads or may mislead Target Users.
t. Advertising messages must not contain any element that may cause or spread any offense.
u. The Content of advertising messages must be understandable and accurate.
v. In the case of promotions, the advertising material must contain all the information that may affect the decision to participate in said promotion, including the entity responsible for the promotion, description of the prizes, eligibility restrictions, the deadline to participate, how and when it can be obtained information about the results.
w. Pricing information should be specified in promotional material so that it does not require further inquiry.

It will not be the fault of Spark:

Non-delivery of the Short Message, when:

The Origin User has sent the Short Message to a Destination User that the Receiving Operator does not recognize as valid.
The Destination User's Terminal Equipment does not have the functionality to receive Short Messages.

The Destination User:

1. Have their Terminal Equipment turned off.
2. The SMS service has been suspended for any reason.
3. Is located outside the Network coverage area.
4. Is located in an exclusively analog coverage area.

When, for reasons beyond Spark's control, the Destination User cannot access the Short Messages.

When the different security filters installed in the Receiving Operator detect and stop Short Messages from the Origin User that do not comply with the Prohibited Practices.

If the Origin User encounters Prohibited Practices, Spark is authorized to (i) suspend the Service or (ii) terminate the agreement or contract that may be concluded with the Origin User.

When Spark detects that any Source User is carrying out Prohibited Practices, it is authorized not to deliver the Short Messages to the Destination Users of its Network.

Suppose Spark grants the use of credentials and access to APIs to the Origin User to provide the Service. In that case, the latter will be solely responsible for the use given to said credentials and access from the moment they are granted (os) and until you are notified, where appropriate, of the termination of the trial period of the Services or the contractual relationship with Spark ends. Hence, the Origin User securely stores the respective credentials and/or access.

To carry out the Service, Spark will advise the Origin User by electronic means of the additional DIDs that are designated from time to time after the Origin User subscribes to this Use Policy, either for who tries the Service in his capacity as a prospective client or as a client under the subscription of the respective contract, for which the Origin User accepts that the use of the DIDs assigned to him will be his absolute responsibility, delimiting Spark from any misuse that you give them during the trial period (as a prospective client) or the validity of the respective agreement.

The Origin User essays with Spark to remove it peacefully and safely from any administrative or judicial procedure related to Prohibited Practices and reimburse the reasonable and documented expenses that Spark would have incurred in the defense of said procedures, including attorneys' fees. Likewise, the Origin User will be responsible for any damage arising in any Network component derived from executing Prohibited Practices.

To carry out the Service, the Service Provision Contract concluded between Spark and the Origin User establishes the mechanics of assigning DIDs, so the Origin User accepts that he is fully responsible for the use that he makes, so release Spark and the respective Operators from all responsibility, remove Spark in peace and safety from any administrative or judicial procedure related to the misuse of the DIDs, and reimburse reasonable and documented expenses that Spark would have spent in defense of said proceedings, including attorneys' fees. Likewise, the Origin User will be responsible for any damage that may arise in any Network component derived from the execution of misuse of the DIDs.

The Origin User expressly states his approval using electronic means for any notification regarding the Services, in terms of the provisions of article 1803 of the Federal Civil Code, for which he indicates in the Processing Contract the sending of text messages. concluded with Spark, the email(s) for such purposes.

WELCOME

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