

Product-Specific Terms

Review Generation



Last Updated: March 31st, 2023

Insofar as and to the extent that the subject matter of an Order includes the use of the SaaS Product **Review Generation**, such use shall be subject to these PST and the Agreement which are deemed an integral part of such Order.

Capitalized terms used but not defined in this PST have the meanings given to them in the Agreement.

1. PRODUCT-SPECIFIC RIGHTS & OBLIGATIONS

1.1. **Review Generation** within the meaning of these PST means the SaaS Product Review Generation Email and/or the SaaS Product Review Generation SMS as described in the Agreement.

1.2. **Upload of Recipient Data.** Customer can upload contact data ("**Data Sets**") of third parties ("**Recipients**") in Review Generation for purpose of contacting such Recipients via email(s) ("**Mail(s)**") through Review Generation Email and/or via SMS through Review Generation SMS ("**SMS**"; SMS and Mails hereinafter individually and together referred to as "**RG Mails**"). Customer commits to comply with any field and/or format specifications and requirements specified and/or provided by Uberall for such upload.

1.3. **Template Creation.** Uberall allows Customer to create, configure and customize templates ("**RG Templates**") for RG Mails to be sent out afterwards to Recipients. Customer is exclusively responsible for the content and lawfulness of all RG Templates and RG Mails created and/or set up and/or sent out through Review Generation. Customer will carefully review each created or chosen RG Template and/or individually drafted RG Mail created or to be used before using it to send out a RG Mail to any Recipients.

1.4. **Sending of RG Mails.** Customer guarantees that all requirements of the respective applicable legal basis for sending out RG Mail are met for each individual RG Mail. Customer further ensures that

- a. all brands and logos included, as well as all additionally material or content included in the RG Mail is free of any third-party rights, encumbrances or interests which would

prevent the use in the RG Mail and that sending out the RG Mail will not violate any third-party rights;

- b. Customer has obtained, and will maintain, all consents of the Recipient(s) required by applicable data protection laws;

If any of the above obligations are violated, Customer shall release Uberall from all third-party claims based on such violation, as well as from any costs incurred by asserting these claims.

1.5. **Included SMS.** In the event an Agreement includes the use of the SaaS Product Review Generation SMS, the fees indicated and/or referred to in the Order include the use of Review Generation for the amount of SMS set forth in the Order ("**Included SMS**"). In the event that the amount of SMS sent out by Customer exceeds the Included SMS, Customer shall pay to Uberall an additional fee as indicated in the Order.

2. MISCELLANEOUS

2.1. **Hierarchy.** In any event of a conflict between the provisions of these PST and any part of the Agreement directly referenced in the Order other than the Order itself, these PST shall prevail but only with respect to the respective conflict.

2.2. **Changes.** Subject to and in compliance with the respective provisions of the Agreement, this PST, either individually or together with other parts of the Agreement, may be updated or amended by Uberall at any time.