

Product Specific Terms (PST)

Messages



Last Updated: October 11th, 2023

Insofar as and to the extent that the subject matter of an Order includes the use of the SaaS Product **Messages**, such use shall be subject to these PST 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. **Messages** within the meaning of these PST means the SaaS Product “Messages” as described in the Agreement.

1.2. **Setup.** Messages allows Customer to set up automatic replies (“**Chatbot Replies**”) to messages entered by third parties (“**User Message**”), in particular end customers or visitors, regarding a Corporate Location in messaging and/or chat platforms and/or services (“**Third Party Messenger Services**”) of certain Publication Partners, provided that Customer has connected Messages to the respective Third Party Messenger Service. Customer commits to thoroughly review any standardized Chatbot Replies, as accessible through the SaaS Product, before any use of Messages. Solely Customer is responsible for the content of the Chatbot Replies.

1.3. **Notifications.** In the event that Messages cannot provide a Chatbot Reply to a User Message, UB will notify Customer and/or Authorized Users by sending an email to the email address provided by Customer for the respective Corporate Location. Customer shall then reply to the User Message within any time period required by the respective Third Party Messenger Service. The Customer will ensure that the inbox of any email address provided for such purpose is checked in appropriate intervals and that any access to such email address is sufficiently protected.

1.4. **Languages & Chatbot Localization.** Subject to this [Section 1.4](#), Messages can solely provide Chatbot Replies in the languages and to User Messages in the languages explicitly specified by Uberall. In the event and to the extent the feature “Chatbot Localization” is activated for Messages, the SaaS Product may provide translations of Chatbot Replies set up in Messages in the

language of the User Message (“**Localization**”). Customer acknowledges that such translations may be incorrect or not provide the full content and/or context of the Chatbot Reply. Customer shall test the accuracy of Localizations of the Chatbot Replies set up in Messages where necessary.

1.5. **Disclaimer.** Any use of Localization shall be at the own risk of Customer and Uberall shall not be liable for such use.

1.6. **Chatbot Knowledge Base.** In the event and to the extent the feature “Chatbot Knowledge Base” is activated for Messages, the SaaS Product may create Chatbot Replies to User Messages based on material uploaded by Customer in the SaaS Product (“**Chatbot Knowledge Base Material**”). Customer shall ensure that the Chatbot Knowledge Base Material (a) complies with any format and content specifications provided by Uberall and (b) is free of any third party rights hindering the use of the Chatbot Knowledge Base Material for the purpose of this [Section 1.6](#).

2. DATA PROTECTION

2.1. **Mandatory information.** Customer shall review whether Customer is required by applicable Laws to acquire any consent or provide any information to third parties for the use of Messages for Third Party Messenger Service, in particular according to applicable data protection law. In this case, Uberall will provide Customer with any technical information on Messages requested and reasonably required for this purpose at Customer's request.

3. MISCELLANEOUS

3.1. **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.

- 3.2. 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.