

Viber API Terms of Service

Thank you for using the Viber application programming interfaces (the "Viber APIs"). As used herein, the terms "you" and "your" refer to each administrator, developer and user of the Viber APIs. By using the Viber APIs, you agree to these Terms of Service (the "Terms of Service") and the Viber Terms of Use (the "TOU"). If you use the Viber APIs as an interface to, or in conjunction with other Viber products or services, then the terms of those products or services will also apply. If you disagree with any of the terms below or the TOU, Viber does not grant you a license to use the Viber APIs. In the event of any inconsistency between these Terms of Service and the TOU, these Terms of Service control.

Viber Media S.a r.l., its subsidiaries and affiliated companies (collectively, "Viber," "we," "our," or "us") reserve the right to update and change, from time to time, these Terms of Service and all documents incorporated by reference, and Viber may change these Terms of Service by posting a new version without notice to you. Use of the Viber APIs after such change constitutes acceptance of such changes.

1. License

Subject to the restrictions set forth in these Terms of Service, Viber grants you a non-exclusive, worldwide, personal, non-transferable, non-assignable, non-sublicensable, royalty-free license to use the Viber APIs. All rights not expressly granted to you are reserved by Viber.

2. Use of the Viber APIs

(a) You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the Viber APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of use or agreements with Viber.

(b) You will only access (or attempt to access) the Viber APIs by the means described in the documentation of that API. If Viber assigns you developer credentials (e.g. client IDs), you must use them with the applicable Viber APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the Viber APIs or developer accounts.

(c) Viber may set and enforce limits on your use of the Viber APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve) in our sole discretion. You agree to and will not attempt to circumvent such limitations. If you would like to use any Viber API beyond the

applicable limits, you must obtain our express consent (and we may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use).

3. API Clients and Monitoring

The Viber APIs are designed to help you enhance your websites and applications ("API Client(s)"). Viber is not required to promote or recommend your API Client. YOU AGREE THAT VIBER MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE VIBER PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS OF SERVICE. This monitoring may include Viber accessing and using your API Client, for example, to identify security issues that could affect Viber or its users. You will not interfere with this monitoring. Viber may use any technical means to overcome such interference. Viber may suspend access to the Viber APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms of Service.

4. Security

You will use commercially reasonable efforts to protect user information collected by your API Client, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users and any other party as required by applicable law any unauthorized access or use of such information to the extent required by applicable law.

5. User Privacy and API Clients

You will comply with all applicable privacy laws and regulations including those applying to PII. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with Viber and third parties.

6. Viber API Prohibitions

When using the Viber APIs, you may not (or allow those acting on your behalf to):

1. Perform an action with the intent of introducing to Viber products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
2. Defame, abuse, harass, stalk, or threaten others.
3. Interfere with or disrupt the Viber APIs or the servers or networks providing the Viber APIs.
4. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
5. Reverse engineer or attempt to extract the source code from any Viber API

or any related software, except to the extent that this restriction is expressly prohibited by applicable law.

6. Use the Viber APIs for any activities where the use or failure of the Viber APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).

7. Use the Viber APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.

8. Remove, obscure, or alter any Viber Terms of Service or any links to or notices of those terms.

Viber reserves the right to charge fees for future use of or access to the Viber APIs in Viber's sole discretion. If Viber decides to charge for use of the Viber APIs, such charges will be disclosed to you prior to their effect. Viber also reserves the right to include advertising in or associated with any information provided to you through the Viber APIs.

7. Confidential Information

(a) Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and to identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.

(b) Our communications to you and the Viber APIs may contain Viber confidential information. Viber confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Viber's prior written consent. Viber confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Viber confidential information when compelled to do so by law if you provide us reasonable prior notice. If you have entered a specific Non Disclosure Agreement with Viber, such Non Disclosure Agreement shall prevail over the confidentiality obligations set forth in this Section 7(b).

8. Ownership

The Viber APIs may be protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. Viber's rights apply to the Viber APIs and all output and executables of the Viber APIs, excluding any software components developed by you which do not themselves incorporate the Viber APIs or any output or

executables of such software components. You agree to abide by all applicable proprietary rights laws and other laws including without limitation the laws of the United States of America and all other countries where you use the Viber APIs, as well as any additional copyright notices or restrictions contained in these Terms of Service. Viber owns all rights, title, and interest in and to the Viber APIs. These Terms of Service grant you no right, title, or interest in any intellectual property owned or licensed by Viber, including (but not limited to) the Viber APIs.

9. Termination

You may stop using the Viber APIs at any time with or without notice. Further, if you want to terminate the Terms of Service, you must provide Viber with prior written notice and upon termination, cease your use of the Viber APIs. Viber reserves the right to terminate the Terms of Service with you without notice, liability, or other obligation to you.

10. Support

Viber may elect to provide you with support or modifications for the Viber APIs (collectively, "Support"), in its sole discretion, and may terminate such Support at any time without notice to you. Viber may change, suspend, or discontinue any aspect of the Viber APIs for any reason at any time, including the availability of any Viber APIs. Viber may also impose limits on certain features and services or restrict your access to parts or all of the Viber APIs without notice or liability.

11. Your Obligations Post-Termination

Upon any termination of the Terms of Service or discontinuation of your access to the Viber APIs, you will immediately stop using the Viber APIs. Viber may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use the Viber APIs.

12. Survival clause

When the Terms of Service terminate, those terms that by their nature are intended to continue indefinitely will continue to apply.

13. Disclaimer of Warranty

SOME OF THE VIBER APIS ARE EXPERIMENTAL AND HAVE NOT BEEN TESTED IN ANY MANNER. VIBER DOES NOT REPRESENT OR WARRANT THAT VIBER APIS ARE FREE OF INACCURACIES, ERRORS, BUGS, OR INTERRUPTIONS, OR ARE RELIABLE, ACCURATE, COMPLETE, OR OTHERWISE VALID.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE VIBER APIS ARE PROVIDED "AS IS" WITH NO WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND AND VIBER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND

CONDITIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, SECURITY, TITLE AND/OR NON-INFRINGEMENT.

YOUR USE OF THE VIBER APIS IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE USE OF THE VIBER APIS INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA.

14. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, VIBER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, ACTUAL, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY USE, OR INABILITY TO USE, THE VIBER APIS, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OR ANY OTHER PECUNIARY LOSS, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND WHETHER OR NOT VIBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. UNDER NO CIRCUMSTANCES SHALL VIBER BE LIABLE TO YOU FOR ANY AMOUNT. WITHOUT LIMITATION, YOU (AND NOT VIBER) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVING, REPAIR, OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE ARISING THEREIN. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. In no event shall Viber's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty U.S. dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

15. Indemnification

To the maximum extent permitted by applicable law, you agree to hold harmless and indemnify Viber and its subsidiaries, affiliates, officers, agents, licensors, co-branders or other partners, and employees from and against any third party claims arising from or in any way related to your use of the Viber APIs, including any liability or expense arising from all claims, losses, damages (actual and/or consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. Viber shall use good faith efforts to provide you with written notice of such claim, suit or action.

16. Relationship of the Parties

Notwithstanding any provision hereof, for all purposes of the Terms of Service, you and Viber shall be and act independently and not as partner, joint

venturer, agent, employee or employer of the other. You shall not have any authority to assume or create any obligation for or on behalf of Viber, express or implied, and you shall not attempt to bind Viber to any contract.

17. Invalidity of Specific Terms

If any provision of these Terms of Service are adjudged, by written decision, to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

18. Choice of Law

To the extent permitted by law, the Terms of Service and any provisions therein shall be governed by, construed and enforced in accordance with the laws of the State of New York, as they are applied to agreements entered into and to be performed entirely within New York.

19. No Waiver of Rights by Viber

Viber's failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision.

20. Miscellaneous

The section headings and subheadings contained in this agreement are included for convenience only, and shall not limit or otherwise affect the terms of the Terms of Service. Any construction or interpretation to be made of the Terms of Service shall not be construed against the drafter. The Terms of Service, the Viber Terms of Use and any other applicable Viber product or service terms, constitute the entire agreement between Viber and you with respect to the subject matter hereof.