



Offer Description

Webex Campaign

This Offer Description is part of the [General Terms](#) or similar terms existing between You and Cisco (e.g., the End User License Agreement) (the “**Agreement**”). Capitalized terms, unless defined in this document, have the meaning in the Agreement. Any references to the Supplemental End User License Agreement or SEULA mean Offer Description.

1. Summary

This Offer Description applies to Webex Campaign (a Cloud Service) and any Cisco Offers that reference this Offer Description (collectively, the “**Cisco Offer**”).

2. Support and Other Services

You will have access to Cisco.com, which provides helpful technical and general information about Cisco products, as well as access to Cisco's on-line knowledge base and forums. Please note that access restrictions identified by Cisco from time to time may apply.

If you have access to Software with the Cisco Offer, Cisco will provide (i) work-around solutions or patches to reported problems and (ii) major, minor and maintenance releases of the licensed Software version, which can be accessed on Cisco Software Central. You may be required to update to the latest Software release to correct a reported Software problem.

3. Performance Standards

Service Level Agreement. This Cisco Offer is subject to the Standard Level support terms described in the [Webex Campaign Service Level Agreement](#) (“**SLA**”). You may purchase Gold Level support, also described in the SLA, at an additional cost.

The service levels and performance measures contained in the SLA will be reviewed throughout the Agreement period, against business needs and expectations. Where appropriate and by joint written agreement, the Standard and Gold Level SLAs and their associated measures may be altered during the Use Term.

4. Data Handling

The [Disclosure Documents](#) for Webex Campaign provide information about data handling practices, security controls, and other features specific to this Cisco Offer.

5. Special Terms

5.1 **Acceptable Use Policy.** [The Cisco Acceptable Use Policy](#) applies to this Cisco Offer.

5.2 **Your Obligations.** You will:

- (A) Set up the necessary communications link and provide test information in the format required by Cisco from time to time; and
- (B) obtain all necessary permissions, licenses and consents to use the Content and will maintain such permissions, licenses and consents during the Use Term.

5.3 **License to Cisco.** You grant to Cisco a non-transferable, royalty-free, world-wide license for the Use Term to use any Content and intellectual property rights solely for the purposes of providing the Cisco Offer.

5.4 **Term.** The initial Use Term starts on the date any portion of the Cisco Offer is provisioned. Cisco will notify You when any portion of the Cisco Offer is ready for provisioning, at which point You must perform certain steps to begin using it. If You do not complete the provisioning steps, Cisco may automatically activate Your licenses and invoice You for usage based on that auto-activation date. You understand that such auto-activation will mark the start of the initial Use Term and You agree to pay for all use from that date.

The Cisco Offer and/or some of its components may be invoiced in arrears based on consumption. Where Your usage of the Cisco Offer or components is committed, if that actual usage exceeds the committed usage, any overage will be billed separately and monthly in arrears.

5.5 **Disclaimer of warranty.** Cisco Offer access via channels is provided “**AS IS**” with all faults, without warranty of any kind. To the maximum extent permitted by law, all express and implied conditions, representations,

and warranties including, without limitation, any implied warranty or condition of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality, non-interference, and accuracy, are hereby excluded and expressly disclaimed by Cisco. Cisco does not warrant that such access via digital channels is suitable for your use, will operate properly with your applications, is accurate or complete, or is without error or defect.

Cisco will use commercially reasonable efforts to comply with any times and dates you or a user chooses for message delivery.

- 5.6 **Suspension.** In addition to any other rights or remedies Cisco may have, Cisco is permitted to suspend Your access to the Cisco Offer via the Channel(s) if such suspension is required by a Channel.
- 5.7 **Restrictions on Use by Minor Children.** Webex Campaign is not intended for use by persons younger than the age of consent in their relevant jurisdiction (e.g., 13 years old in the United States under the US Children’s Online Privacy Protection Act of 1998, or 16 or 13 years old in the European Union as per Member State law) (“**Minor Children**”). Minor Children are not permitted to create an account to use the Cisco Offer, and You will not authorize Minor Children to access the Cisco Offer.
- 5.8 **Geographic Restrictions.** In accordance with global telecommunications law and regulations, the Cisco Offer is currently available in the countries set out in the table below. SMS is available in countries where Cisco or the underlying provider have obtained any required regulatory authorization. If the Cisco Offer is not available in a country, purchases will be restricted.

| Region | Country |
|----------|--|
| EMEA | Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Israel, Italy, Jordan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Qatar, Romania, Saudi Arabia, Slovakia, Slovenia, South Africa, Spain, Sweden, Switzerland, United Arab Emirates, United Kingdom. |
| Americas | Argentina, Aruba, Bahamas, Belize, Bermuda, Canada, Cayman Islands, Columbia, Curacao, Dominican Republic, Guam, Jamaica, Puerto Rico, Trinidad and Tobago, United States of America. |
| APJC | American Samoa, Australia, Bangladesh, Bhutan, Cambodia, Fiji, Hong Kong, Indonesia, Japan, Laos, Malaysia, Mongolia, Myanmar (Burma), Nepal, New Zealand, Northern Mariana Islands, Papua New Guinea, Philippines, Singapore, South Korea, Sri Lanka, Taiwan, Thailand, Timor-Leste, Vanuatu, Vietnam. |

- 5.9 **Fees.** The Approved Source may increase the fees for the Cisco Offer during the Use Term on 30 days written notice to You or Your Partner if any mobile operators (carriers, operators and/or aggregators, Channels) and/or third parties engaged by Cisco to provide the Cisco Offer increase their pricing.
- 5.10 **Limitation of Liability.** In addition to the limits set forth in the Liability section of the Agreement, Cisco will not be liable for any damages in connection with or relating to:
- (A) Any actions or omissions of the Channel in respect to the delivery or suspension of Messages;
 - (B) Your failure to obtain necessary consents from third parties to access and/or process Digital Channels Data; and
 - (C) use and/or processing of Digital Channels Data processed through the Channel(s).
- 5.11 **Channels Access and Use.** If You use one or more Channels, You acknowledge and represent that You:
- (A) Understand the Channels have access to any Digital Channels Data exchanged through the applicable Channel; and
 - (B) are fully responsible for informing your customers that the Channel(s) have access to (i) whatever Digital Channels Data is exchanged via the applicable Channel(s) and (ii) the Digital Channels Data You choose to exchange via the applicable Channel(s).
- 5.12 **Campaign Management.**

Disclaimer and limitation of liability. You are solely responsible for configuring, initiating, and operating any calling, messaging, or other communications campaigns through the Cisco Offer in full compliance with all applicable laws, regulations, and industry standards in every jurisdiction where recipients or users are located (including, without limitation, relevant Australian legislation including the Do Not Call Register Act 2006 (Cth) and the Spam Act 2003 (Cth)), the U.S. Telephone Consumer Protection Act, CAN-SPAM, CASL, GDPR/e-privacy rules, local do-not-call lists, and consent or opt-out requirements). Cisco does not monitor campaigns for legal compliance and accepts no liability for any direct, indirect, or consequential loss arising from Your non-compliance. Cisco

may, in its sole discretion and without liability, suspend or terminate all or part of the Cisco Offer immediately if Cisco reasonably believes a campaign—or Your use of the Cisco Offer—is unlawful, abusive, or otherwise violates the Agreement.

5.13 Definitions

| Term | Meaning |
|------------------------------|---|
| Channel | An operator of any public communication or messaging system as set out in the order, including Digital Channels. |
| Content | Any textual, aural or visual material You supplied (whether directly, indirectly or from any third party) to be used in Messages You send through the Platform and/or Channels or that are sent on Your behalf. |
| Digital Channel(s) | Third-party digital messaging platforms and applications, as may be generally made accessible by the Cisco Offer, for use in sending Messages to third parties. Examples of Digital Channels includes, but is not limited to, SMS, web chat and email. |
| Digital Channels Data | All data attributable to You (including, without limitation, Registration Information, Host and Usage Information and User Generated Information), all as defined and described in the Disclosure Documents for Webex Campaign , that is exchanged through a Channel. |
| Messages | A communication containing Content either sent by You to Cisco for onward delivery to third parties or sent by third parties to Cisco for onward delivery to You via the Platform and/or Channel(s) in each case in the form appropriate to the Channel. |
| Platform | Cisco's interface, which enables Messages to be sent and received by You via the Channels. |
| SMS | The short message service operated by a Channel. |