

Business Messages Partner Guidelines for SMS partners

Rakuten Viber

Business Messages Partners Guidelines 2023





Definitions For the purpose of these Guidelines:



“Partner”/ ”Company” - shall refer to the company or aggregator that have executed a Master SMS Agreement (including its addendum) with Viber.



“Business” / “Customer” -an entity with which Partner has contracted for the sending of Business Messages to certain Viber users.

General Information:

1. Business Messages is an interface that allows a business to communicate directly with its audience through Viber. Viber Business Messages supports text Authentication traffic.
2. All Business Messages are placed within the Business Inbox. This Inbox is a dedicated space for brand-user interactions, accessible directly from the regular chats screen where users can keep all their brand communication. The BI (Business Inbox) is pinned to the top of the conversation list and when a new message arrives in the BI a notification is displayed on the user's screen.

Business Messages General Guidelines

1. Business Messages should be targeted and informative by nature.
2. Viber is entitled to block any Partner and/or Business, for a certain period or permanently, if Viber decides in its sole discretion that such Partner is in violation of these Guidelines and/or the SMS Agreement (including its addendum) which the Partner signed with Viber, and impose liquidated damages on Partner for spam incidents caused by such Business using the Business Messages platform, as further specified in the SMS Agreement (including its addendum).

3. Business Messages' content will not include any of the following:

- ☐ Content which infringes or violates any rights, including any intellectual property rights of a third party;
- ☐ Content which is or may be considered to be abusive, discriminating, harassing, including harassment or discrimination on the basis of race, colour, national origin, ancestry, physical disability, and mental disability, medical condition including genetic characteristics, marital status, sex, age, sexual orientation, veteran status, or any other characteristics protected by law;
- ☐ Content which is illegal by any applicable laws or regulations;
- ☐ Content that contains or transmits viruses, worms, defects, Trojan horses, or any malicious code;
- ☐ Content that falsely expresses or implies that such Content is sponsored or endorsed by Viber.
- ☐ Content that promotes, mentions and/or invites users to competitive platforms (as determined by Viber in its sole discretion) or any other messaging or calling apps.

4. The recipient of your messages must provide their consent (opt-in) before you can send them any message and you must retain proof of receipt of such consent. The consent must clearly state that the recipient is opting in to receive messages from you over Viber and clearly state the Partner/Business name.

The Partner and/or the Business, as applicable, is solely responsible for obtaining opt-in in a manner that complies with the applicable laws to the relevant communications, and to provide any notices and obtain any permissions that are required under applicable law.

Business Messages that are sent to users without such users' opt-in consent will be considered spam messages and the Partner will be subjected to liquidated damages, as further specified in the SMS agreement (including its addendum).

Users will be able to block the Business from sending Business Messages at any stage.

5. Block rate - Viber pro-actively monitors block rates for all Businesses and may, in its sole discretion, disable Businesses and / or Partner's dedicated bind with exceptional block rates until further notice.

6. It is the Partner's responsibility to enforce the Viber guidelines and the provision provided under the SMS Agreement (including its addendum) when its Businesses are using Business Messages. Businesses that will not follow these Guidelines and/or the provisions of the SMS Agreement (including its addendum) may be disabled at Viber's sole discretion, until further notice.

7. A disabled Business and / or Partner's dedicated bind will have to provide all the information requested by Viber with respect to the content of the message in order for Viber to consider releasing its account and/or avoid liquidated damages, which release remains at Viber's sole discretion.

8. Viber shall have the right to terminate any and all services with Partner at its sole discretion, without notice and for any reason whatsoever.

9. Business Messages should be considered as a high-quality communication tool that creates high engagement and good results for both Businesses and users, hence, Viber will not accept any type of Business that Viber suspects to be spammers, at Viber's sole discretion. Keep in mind that Partner must send content that exclusively correlates to the information they presented to Viber at the commercial stage according to the SMS Agreement (including its addendum).

10. Below is a list of industries, goods and services that will not be accepted for Business Messages and will be rejected by the Business Messages operations team in its sole discretion, with out limitation to other types of industries:

- ☐ Political parties or organizations with a political nature
- ☐ Gambling and Trade - online and offline casino businesses, sports betting, bidding, lottery, bitcoin, binary options and forex companies (unless approved in writing in advance by Viber, subject to the relevant warranties and licenses, documents, information and assurances provided by the Business to Viber's satisfaction).
- ☐ Credit/loan services unless offered directly by banks (unless approved in writing in advance by Viber, subject to the relevant warranties and licenses, documents, information and assurances provided by the Business to Viber's satisfaction).
- ☐ Pawn shops or related services
- ☐ Content with sexual nature and any other adult content
- ☐ Tobacco related services
- ☐ Alcohol related services
- ☐ Trade of weapons and/or drugs, whether prescription, recreational, or other wise
- ☐ Open portals/blogs that have no control over the published content, for example Internet websites that allow its users to create content and share it
- ☐ Religious services including churches, temples, mosques etc.
- ☐ Online spiritual services such as tarot cards readings, astrological mapping, etc.
- ☐ Companies that are considered to be Viber's competitors, as decided by Viber, in its sole discretion

Thank you!



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