

These Terms and Conditions shall be accepted as applicable to each Developer who intends to monetize and sell its Products through the Banglalink App Developer platform (Applink) operated by hSenid Mobile (hereinafter referred as hSenid).

Terms & Conditions for developers

1. The Developer shall be responsible for the provision of its product in an uninterrupted manner in accordance with the highest industry standards. In case of any incident of failure of service functionality due to sole negligence of Developer, the impacted cost shall be deducted from Developer/s monthly revenue share of that specific month.
2. The Developer shall be responsible and liable for sourcing 3rd party services legally, and reviewing the authorization/permissions/license granted to the Developer by any 3rd party and/or competent authority to use/distribute such content. The Developer shall review and preserve such documents and shall be liable to provide such documents to hSenid immediately upon request. In the event that such authorization/permissions/license is not obtained duly by the Developer and/or the Developer fails to provide such documents to hSenid immediately upon request, HSenid reserves the right to terminate this Agreement with immediate effect.

3. The Developer shall be solely responsible to ensure the authenticity of the documents granting them the legal rights/authorizations/permissions/license necessary to distribute the content used for its software development and shall be liable for any such fabricated and/or unauthentic document. In the event that such documents granting the legal rights/authorization/permissions/license is fabricated and/or unauthentic by the Developer and/or any Third Party, hSenid reserves the right to terminate this Agreement with immediate effect.
4. Unless otherwise mutually agreed in writing, the Developer shall be responsible for the development, procurement, provision, establishment, installation, commissioning, operation, maintenance, testing and support of all software required to develop its product, at its absolute risk and expense.
5. The Developer shall not approach any Customer for any reason whatsoever whether directly or indirectly without the express written consent of hSenid.
6. The Developer shall respond to all queries and claims made by any Customer within 24hours and ensure that hSenid's interests are fully protected.
7. The Developer shall at all times ensure the security of the links established between the Developer and hSenid and that it is protected from all unauthorized access, and usage from all third parties, which means any person not directly authorized to use the link without the express permission of the Parties involved herein.
8. The Developer shall ensure that no unsolicited material is sent through hSenid at any point of time. The Developer shall be

responsible for the product, the accuracy, Intellectual Property Rights and lawfulness thereof, as well assuring the highest quality of content. hSenid hereby disclaims all liability for the product provided by the Developer hereunder for any reason whatsoever.

9. The Developer shall not provide and/or distribute any content which is immoral, obscene, scandalous, detrimental, prejudicial and/or injurious to the values, culture and/or sentiments of the people or any group of people or any community of Bangladesh and/or which may tarnish, damage or negatively portray the image, goodwill and reputation of hSenid or Banglalink or Bangladesh as a country and the Government. The Developer shall ensure proper and sufficient control and check point so that such content is not provided, distributed or communicated through the Developer at any point of time. If the Developer fails to ensure such control it shall be solely responsible for the same and be obligated to indemnify and compensate hSenid to the fullest extent required by law. In addition, hSenid shall be entitled to exercise its all rights including but not limited to immediate termination of this Agreement.

10. hSenid may immediately suspend, wholly and/or partially, this product from its platform and/or the Services upon notification if:
 - a) the Developer's activities affect or threaten to affect hSenid/Banglalink's reputation or interest;
 - b) Non-compliance by the Developer with Applicable Law and/or any regulation/directives/guideline/order/instruction of any government and/or regulatory body including but not limited to BTRC and the policy and guidelines as formulated and communicated by hSenid/Banglalink from time to time;

- c) Supplier fails to comply with any of its obligations under this Agreement.
11. The Developer shall indemnify, defend and hold harmless hSenid/Banglalink, its members, officers, directors, employees from and against all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or damage to property arising out of (i) any negligence or intentional act or omission by the Developer or its employees, agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of its obligations under this Agreement. "Damage" shall include but not limited to the loss or destruction of or damage to or the permanent or temporary, partial or complete loss of the use of the product and/or revenue, goodwill and reputation etc.
12. The Developer, shall fully indemnify and defend hSenid/Banglalink, its employees, representatives, agents and affiliates against any demand, suit, action or proceeding based on or arising out of a claim brought by a third party (a) alleging any misuse or unauthorized use of intellectual property rights including copyrights and other proprietary rights in relation with the content; or (b) alleging infringement in any manner of any intellectual property rights including copyrights and proprietary rights of a third party by the Parties in connection with the product; or (c) caused by Developer's acts or omission in connection with these terms and conditions; or (d) any legal or regulatory compliance issue resulted due to product.

When marketing your Product/Service

1. Use of the hSenid logo for any marketing material carried out by the content partner/ developer is strictly prohibited.
2. Mentioning the hSenid name is allowed under the following circumstances
 - When mentioning service availability for hSenid customers
 - In the above situation hSenid should be used in standard font, non-bold, not in any font that is close to the hSenid logo font and the text should be either black or white only
3. Use of a corporate/ not for profit/ private or public organization logo is prohibited, unless or otherwise that emblem belongs to the developer/ content provider/ organization.
4. Please refrain from using any corporate/ non-profit/ private or public organization details for any bad publicity or malicious intentions.
5. Please refrain from using any prohibited adult content, political, religious, racially charged and gambling content.
6. Please refrain from using false information such as the ability to send unlimited SMS/ free SMS via the apps created or any false charging rates.
7. Legal action will be taken on any individual/ organization that produces/ markets any content that is defamatory to the hSenid brand.
8. All marketing material must be sent to **support@applink.com.bd** for approval before it is published (Mention where you will be publishing and the date, along with the marketing material).

9. Please note bulk SMS based marketing is not allowed.
10. Developers have to abide by the rules & regulations of the Government of Peoples Republic of Bangladesh before holding any marketing plan/communications/activities. hSenid/Banglalink will be indemnified of any breach of law or regulation set forth by the government or the Bangladeshi Telecommunication Regulatory Commission. Application owner will be held liable to pay any fines or penalties as a result of breach of the said guidelines.

Settlement of Revenue Share Component

The Developer revenue share components for all Applications or Services created under the platform remains the decision of hSenid to afford to Developers after the Deduction of Regulatory taxes and other statutory costs. All prices are inclusive of all relevant taxes and any other applicable Government charges. All such payments shall be deducted prior to settlement of the revenue share.