Agreement for label use

[*The name of Company’s representative*], in one’s capacity as [*Administrator/Legal Representative*] of *[the name of Company*], having its registered office at […], registered with the Trade Registry under no. […], having the Fiscal Code […] (hereinafter called the “Partner”), hereby I approve that starting with […] to use the label […] (the “Label” ) as custom sender field associated with the short number […], starting with [*the date*] for:

* sending commercial messages to customers belonging to **Telekom Romania Mobile Communications S.A.** (hereinafter called “Telekom”) network or
* …………………………………………………………………………………………………………………………

In case a future owner of the registered trademark […] (the “Trademark”) or any interested party who owns by any means an intellectual property rights related to the Trademark, shall request the takeover of the Label in Telekom’s network, the Partner undertakes to cede the Label use to such entity, without any claims of losses or prejudice.

I understand and I agree that Telekom makes no representation or warranty, and hereby expressly disclaims any and all warranties, express or implied, including, but not limited to the manner in which the Label is used in his network via the short number.

I declare that **Telekom Romania Mobile Communications** cannot be responsible for the usage of label ***”[sender]”***in its network for the company [***Company],*** the fully responsible for the usage being in charge of ***[name of the Partner*]**, including the case of breach of the scope, breaching the laws using anticompetition practices, hijacking users, creating the confusions between him and third parties, or creating confusion between his services and third party’s services.

All responsibility in relation to all and any liabilities, damages, costs, losses and expenses incurred by Telekom towards any third party or an authority which arise from a breach of the Partner’s obligations and warranties in relation to use of the Label, shall be entirely borne by the Partner, which shall indemnify and hold harmless Telekom against any such liabilities, damages, costs, losses, expenses, including those related to any breach of competition laws by developing anti competition practices, Telekom being exonerated from liability.

[Company] agrees that Telekom has the right to suspend the transmission of commercial messages in its network using the Label if there is a claim by a third party/request from authorities regarding this trademark.

Name of the Company

Name of Legal Representative

Position

Signature:

e-mail address:

phone number: