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**TERMS AND CONDITIONS OF SALE**

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The contract consists of these General Terms and Conditions of Sale (hereinafter "**GTC**") and the Quotation or Order Form, which together form the "**Contract**".

Allopass carries on a regulated activity subject to authorisation and supervision by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) of the Banque de France. In this capacity, Allopass is an agent of HIPAY, a payment institution with an authorisation issued by the ACPR (CIB 16458), under which Allopass is authorised to offer payment services via its payment platform. Thus, as an agent of HIPAY, Allopass is authorised to offer and provide payment services to its own Clients.

#### **PREAMBLE**

The Client subscribes to Allopass services in the context of an e-commerce activity and not as a consumer.

For this reason, the Parties exclude the application of the provisions of the Code monétaire et financier applicable to natural persons acting for non-professional purposes and the provisions of the Code de la consommation.

THIS CONTRACT CANCELS AND REPLACES ANY PREVIOUS VERSION CONCLUDED BETWEEN THE PARTIES.

**IN CASE OF DISPUTE, ONLY THE FRENCH VERSION SHALL BE VALID.**

#### **ARTICLE 1 - PURPOSE**

The purpose of these GTC is to specify the contractual relations applicable between Allopass on the one hand and Clients and Users on the other. They apply to the services marketed and operated by Allopass and govern the use of services. These GTC are inseparable from the Order Form and Quotation signed by the Client. These GTC apply exclusively to the professional Clientele of companies, administrations or local authorities, to the exclusion of private individuals. These GTC shall prevail over any other conditions appearing in any other document and cancel and replace any previous written or verbal agreements, correspondence or proposals, unless Allopass has expressly waived them in writing.

#### **ARTICLE 2 – DEFINITIONS**

The terms defined below shall have the same meaning in the singular and plural.

**Abnormal traffic:** Refers to any traffic with unusual characteristics, such as (but not limited to) :

- Above standard, explosive or bursty traffic from the same User to one or more of the Client's Services,
- Unusual or unexplained concentration of User transactions on the Client,
- Increased complaints from Users about one or more of the Client's Services.

**AF2M (or AFMM) :** In France, the Association Française pour le Développement des services et usages Multimédias Multi-opérateurs (French Association for the Development of Multi-operator Multimedia Services and Uses), which is responsible in particular for establishing the ethical rules associated with operator payment methods and for coordinating the payment methods accessible on the mobile telephone operators' networks.

**Aggregator:** Provider of means of payment, aggregating several operators.

**Alias:** In France, refers to the numerical sequence used to identify a User. The alias corresponds to the MSISDN coded by the User's mobile operator.

**Animated Content:** Refers to any content produced by an animation team, such as a psychic or a charming content animator. The Animated Content may be provided by the Client, or by an Allopass partner.

**ARCEP :** In France, the Autorité de régulation des communications électroniques, des postes et de la distribution de la presse.

**Client:** Natural person or legal entity who concludes the Contract in his name and on his behalf and who becomes its holder.

**Commercial Closure:** Refers to the end of the provision of the Service by Allopass to the Client.

**Commercial geographic number:** Refers to a geographic number used by the Client in its communication to Users.

**Commercial Opening:** refers to the actual provision of the service by Allopass to the Client. If the service generates Payout, the Client will be remunerated (or will have to bear the costs generated by the traffic) from the date of Commercial Opening. Set-up costs (if any) are payable on signing the Contract.

**Commission:** Refers to all charges (including tax) levied by Allopass and by the various Operators and Aggregators.

**Consultant:** Natural person producing Animated Content.

**Content:** Refers to any content (virtual goods or services) accessible to Users by means of a VAS+ number, an SMS (SMS+), when surfing the Internet with I+ Mobile, DCB or CB (or similar) payment. Content may be provided by Allopass, by an Allopass partner, by the Client or by a partner of the Client.

**DCB:** Direct Carrier Billing. Direct billing by the mobile operator. Via a 3G connection, billing can be carried out in a few clicks. Via a WIFI connection, billing can be carried out after an OTP (One Time Password) authentication.

In France, Mobile Operators propose an offer similar to DCB and called I+ Mobile.

**Dedicated Short Code:** Refers to a Short Code where all the Keywords are dedicated to a single Client.

**Default:** Non-compliance by the Client with the rules of conduct.

**Donation:** Refers to a payment made without consideration by a User in favour of an association or charitable foundation.

**Donor:** Refers to a User who makes a donation.

**Free VAS+ Number:** Refers to a VAS+ number where the cost of the call and services rendered are borne by the Client and not the User (such as an 0800).

**Geographic number:** Refers to a number associated with a geographic location (such as a number with a prefix beginning with 01 for the Paris region).

**Inbound portability:** The Client may have Commercial geographic numbers or Value Added Numbers (VAS+) assigned to Allopass in the country concerned by the regulator, an Operator or an Aggregator. However, if the Client already uses numbers with another service provider, he may request Inbound Portability and thus keep his numbers, even though their traffic will henceforth be collected by Allopass (or the Operator/Aggregator of his choice).

**Incident:** Any total interruption or degradation of the service identified by Allopass or reported to its technical service by the Client and duly noted by Allopass.

**Intelligent Network:** A tool made available by an operator for the collection of geographic or VAS+ numbers, allowing the routing associated with these numbers to be modified.

**Keyword:** A string of characters sent by a User by SMS to a Short Code to access a Service.

**Level I:** Generalist technician who will receive notification of an Incident reported by the Client. His role is to study the Incident and if possible to remedy it. If this is not possible, he will perform a Level II escalation.

**Level II:** Specialist technician. He is a technical referent who must be able to solve any type of problem.

**MSISDN:** Mobile Station ISDN Number. User's mobile number.

**Operator:** Supplier with its own network enabling Allopass to provide services.

For example, in France there are SFR, Free, Bouygues Télécom and/or Orange.

**Opt'in User:** Refers to a User (consumer of the Client's Services associated with Content) who will receive advertising communications from the Client and whose subject matter will

necessarily be related to the Content. Also refers to a prospect who has given consent to receive advertising communications for a specific Content.

**Order Form:** signed quotation

**Outgoing portability:** If the Client leaves Allopass, he may request outgoing portability of his numbers to his new partner. Calls will then no longer be collected by Allopass, but by the Client's new service provider.

**Payout:** If the Payout is positive, it means the payment to the Client of the sums due to him, after deduction of the Commission and any recurring charges. If the Payout is negative, this refers to the payment of costs by the Client to Allopass of sums due to him.

**Platform:** Refers to the Allopass service delivery platform.

**Pool:** set of numbers (generally VAS+) dedicated to a Client and dynamically assigned to a destination (geographic or mobile).

**Premium Rate VAS+ Number:** Refers to a VAS+ number for which the costs of calls and services are borne by the User. Depending on the amounts charged to the User, the revenue generated allows for a payout to the Client.

**Push SMS:** consists in sending, on behalf of the Client, informative or self-promotional SMS-MTs to Users.

**Push Marketing:** Self-promotional push SMS.

**Quotation:** Commercial proposal intended for a specific Client describing the Services subscribed to by the Client and the associated financial conditions.

**Regulator:** Refers to a private, associative or state body that coordinates and regulates the activity of value-added telephone services (VAS+), premium SMS services (SMS+), or mobile billing services (Direct Carrier Billing or DCB).

For example, in France, regulation is divided between ARCEP and AF2M.

**Reserved Keyword:** Refers to a Keyword that cannot be allocated to the Client for regulatory reasons or at the discretion of Allopass.

For example, in France the keywords OK, YES, NO, CONTACT may not be assigned to a Client.

**Service(s):** Refers to the payment methods on Operators' invoices and the Service Options offered by Allopass, namely: VAS+, SMS+, DCB (I+ Mobile in France), Bank Cards and Push SMS. Clients may associate Content with these Services.

**Service option:** Refers to an option offered by Allopass - free of charge or subject to a charge - linked to the service provided by Allopass.

**Shared Short Code:** Refers to a Short Code whose Keywords can be assigned to several Clients.

**Shop:** Entity accessible on the web, allowing the management of a payment such as DCB, I+ Mobile, bank card, etc. A Shop centralises the payments made available to the Client. These payments may be on a per-use or subscription basis depending on the Operator in the country where the payment is made.

**Short Code:** Refers to a number of X digits accessible from mobile phones and belonging to the part of the Operators' private numbering plan.

In France, the short codes are composed of 5 digits and their provision is managed by the AF2M.

**SMS-MO:** MOBILE ORIGINATING SMS. SMS message originating from a User's mobile phone and routed by the Operators to the Platform.

**SMS-MT:** MOBILE TERMINATING SMS. SMS sent by the Allopass technical platform to a User's mobile phone.

**Test numbers:** Refers to the fixed or mobile telephone numbers used by Allopass to access the Services for test purposes.

**User:** Natural or legal person who accesses the Client's Services.

**VAS+ number:** Refers to a special number associated with value-added services. For example, in France, these are numbers that may begin with 0800 or 0899.

**Website:** Refers to a website published by the Client.

## ARTICLE 3 – CONTRACTUAL DOCUMENTS

The Contract consists of, in order of increasing priority:

- The General Terms and Conditions of Sale,
- The Order Form or the Quotation.

These documents must be signed by hand or electronically.

The Options of the service(s) subscribed separately constitute contracts that are accessory to the Contract. They follow the regime of the latter, unless otherwise stated on the said contracts.

## ARTICLE 4 – CONTRACT SUBSCRIPTION

### 4.1. Preliminary checks

Signature of the Contract is subject to the Client providing Allopass with the following information and supporting documents:

#### For natural persons established in France:

- (i) identity of the natural person: surname [AA], first name [AB], postal address [AC1, AC2], postcode [AC3], city [AC4], country [AD], e-mail address [AE], mobile phone number [AF];
- (ii) copy of the front (identity card or passport) of a valid identity document [AG1], copy of the back (identity card or passport) of a valid identity document [AG2];
- (iii) proof of address less than three (3) months old [AH];
- (iv) registration number (SIREN or equivalent) [AI];
- (v) proof of bank domiciliation (bank, post office or savings bank statement) in the name of the natural person [AJ].

#### For legal persons established in France:

- (i) identity of the legal entity: company name [DA], sector of activity [DB], registered office address [DC1, DC2], post code [DC3], city [DC4], country [DD], Trade and Companies Register number (or equivalent) [DE], institutional Website [DF];
- (ii) K-bis extract of less than three (3) months of the legal entity [DG];
- (iii) a copy of the legal entity's up-to-date articles of association [DI];
- (iv) copy of a document justifying the name and role of the legal representative of the legal person [DJ];
- (v) copy of a document justifying the name and role of the signatory of the contract(s) [DK];
- (vi) for the legal representative:
  - surname [BA], first name [BB], postal address [BC1, BC2], postcode [BC3], city [BC4], country [BD], e-mail address [BE], mobile phone number [BF];
  - copy of the front (identity card or passport) of a valid identity document [BG1], back (identity card or passport) of a valid identity document [BG2];
  - proof of address less than three (3) months old [BH];
- (vii) for the signatory of the contract(s):
  - surname [CA], first name [CB], postal address [CC1, CC2], postcode [CC3], city [CC4], country [CD], e-mail address [CE], mobile phone number [CF];
  - copy of the front (identity card or passport) of a valid identity document [CG1], copy of the back (identity card or passport) of a valid identity document [CG2];
  - proof of address less than three (3) months old [CH];
- (viii) proof of bank domiciliation (bank, post office or savings bank statement) in the name of the legal entity [DL];

#### For charitable associations or foundations established in France:

- (i) identity of the association or charitable foundation: company name [EA], registered office address [EC1, EC2], postcode [EC3], city [EC4], country [ED], institutional Website [EF];
- (ii) copy of the publication in the JOAFE or receipt of declaration of creation of the association issued by the Administration [EH];
- (iii) copy of the association's updated statutes [EI];
- (iv) copy of the document justifying the name and role of the legal representative(s) of the association or charitable

foundation [EJ];

(v) copy of a document justifying the name and role of the signatory of the contract(s) [EK];

(vi) for the legal representative:

- surname [BA], first name [BB], postal address [BC1, BC2], postcode [BC3], city [BC4], country [BD], e-mail address [BE], mobile phone number [BF];

- copy of the front (identity card or passport) of a valid identity document [BG1], back (identity card or passport) of a valid identity document [BG2];

- proof of address less than three (3) months old [BH];

(vii) for the signatory of the contract(s):

- surname [CA], first name [CB], postal address [CC1, CC2], postcode [CC3], city [CC4], country [CD], e-mail address [CE], mobile phone number [CF];

- copy of the front (identity card or passport) of a valid identity document [CG1], copy of the back (identity card or passport) of a valid identity document [CG2];

- proof of address less than three (3) months old [CH];

(vii) proof of bank domiciliation (bank, post office or savings bank statement) in the name of the association [EL];

#### For natural persons established outside of France:

The information and supporting documents to be provided by the natural person established outside of France are the equivalents specific to his country of the documents requested from natural person established in France listed above.

#### For legal entities established outside France:

The information and supporting documents to be provided by the legal entity established outside of France are the equivalents specific to its country of the documents requested from legal entity established in France listed above.

#### For charitable associations or foundations established outside France:

The information and supporting documents to be provided by the charitable associations or foundations established outside of France are the equivalents specific to their country of the documents requested from charitable associations or foundations established in France listed above.

Since Allopass is obliged to update the Client's situation periodically, the Client must make all documents available to Allopass on simple request by e-mail; failure to reply will enable Allopass to block the Payouts and terminate the contract.

Allopass reserves the right to request any other document it deems necessary in addition.

#### **4.2. Effectiveness of the Contract**

The subscription to the Contract is effective:

- either on signature (by hand or electronically) of these GTC and the Order Form or Quotation by the Client;

- or validation (when Clients access their Client account on Allopass tools) of the GTC and the Order Form or Quotation by the Client.

Subscription to the Contract implies full and complete acceptance of the GTC and the Order Form or Quotation.

Allopass reserves the right to refuse to allow the Client to subscribe to the Contract without having to justify its decision.

It is specified that if the Client wishes to subscribe to new Services or Options after signing the Contract, requests may be made either online via his Client account or by e-mail to [sales@allopass.com](mailto:sales@allopass.com), with Allopass having to acknowledge receipt of such requests to validate their acceptance.

#### **ARTICLE 5 – SERVICE BASED ON A TELEPHONE NUMBER**

For Allopass, a number is a Geographic number, a Free VAS+ Number or a Premium Rate VAS+ number.

Depending on the country, Allopass may provide long or short numbers.

Also depending on the country, Allopass may provide general VAS+ numbers or numbers reserved for adult content.

Voice services can be accessed from a fixed or mobile line.

In the case of calls to Premium Rate VAS+ numbers, the amounts are charged directly to the telephone bill of the User's operator.

In the case of calls to Free VAS+ Numbers, the Client is responsible for the cost of collecting the calls and the service provided by Allopass.

#### **5.1. Opening the service**

The opening of a voice service is subject to the availability of number(s) with Allopass or the reservation of number(s) with the Regulator, its opening with an Operator or Aggregator, or the Inward Portability of number(s) already used by the Client with another service provider.

If they are unknown on the day the Contract is signed, the list of the number(s) made available to the Client will be available on his account. This (these) number(s) is (are) an integral part of the Contract and is (are) accepted without reservation.

Depending on the target country [IA], the Client shall:

- Choose the amount charged to the User when calling a premium VAS+ number [IG].

- Indicate whether Content will be associated with the Service [IH] or whether calls should be routed to Content provided by the Client or by a third party.

This information will be set out in the Order Form, Quotation or in the Client's account.

#### **5.2. Inbound number portability**

At the Client's request, Allopass may initiate a request for Inward Number Portability [ID].

Allopass will have a simple best-efforts obligation, as this request will only be possible if Outgoing Portability is accepted by the Client's former service provider.

If this service provider refuses to carry out Outgoing Portability, the Client acknowledges that he is responsible for obtaining authorisation to carry out Outgoing Portability from his former service provider and must provide proof of this before Allopass will attempt to carry out a new Inward Portability.

#### **5.3. Call collection**

##### **5.3.1. Call collection on Commercial geographic numbers**

At its request, the Client will be allocated one or more geographical numbers that may be used as commercial numbers. In the event of calls to Commercial geographic numbers, by definition, no Payout will be made by Allopass.

The Client acknowledges and accepts that these numbers may be linked to the Intelligent Network of the collection operator chosen by Allopass and therefore incur operating costs [IQ] which may be billed to the Client by Allopass.

At its request, the Client may specify the desired mnemonic quality of the number [IC] and Allopass will do its best to meet the request, without guarantee of success.

##### **5.3.2. Collection of calls on VAS+ Numbers**

At the Client's request, the Client will be allocated one or more free or premium VAS+ numbers, defining (depending on the possibilities offered by the Operators and/or Aggregators) [ID] the desired tariffs:

- User cost per call (also known as per act) [IG]

- User cost per duration [IG].

- Mixed User Cost (both per call and per duration) [GI].

At its request, the Client may specify the desired mnemonic quality of the number [IC] and Allopass will do its best to meet the request, without guarantee of success.

This information will be set out in the Order Form, the Quotation or in the Client's account.

### 5.3.3. Collection of calls on VAS+ numbers associated with a Pool

Since the Client's call is not made directly to a VAS+ number attached to a Pool, Allopass reserves the right to change the number of numbers associated with a Pool (in order to adapt it to the type of traffic), or even to change VAS+ numbers provided that the User billing conditions remain similar.

Depending on the country and the rules imposed by the Regulator, some User tariffs are not available [IG].

This information will be specified in the Order Form or Quotation.

### 5.3.4. Content

#### 5.3.4.1. Service with Content

By default, the Client's Service(s) are associated with Content provided by Allopass.

The list of Content provided by Allopass is available on request by e-mail to [sales@allopass.com](mailto:sales@allopass.com)

#### 5.3.4.2. Services with Animated Content

Some Services may only be used with Animated Content provided either by the Client itself or by Allopass Partners.

In all cases, the Client is solely responsible for the information disseminated.

The Client expressly undertakes to comply with the legislation in force in the country of operation of the Commercial geographic number or VAS+ number; applicable in this respect and more particularly to comply with any new legal obligation. In this respect, the Client guarantees to comply with the obligations incumbent on it and to hold Allopass harmless.

The conditions of use of this Animated Content are defined in the Order Form or Quotation [IL] and [IJ].

#### 5.3.4.3. Service without Content

The Client is not obliged to use Content provided by Allopass. In this case, the number(s) are said to be bare. The Client must provide Allopass with the destination number(s) (or SIP address if IP routing is possible) for routing calls [IK].

The routing conditions will be defined in the Order Form or Quotation.

### 5.3.5. Recording of conversations

The Client has the option of activating the recording of Users' telephone conversations with its Consultants as part of the provision of the Services with Animated Content. This possibility allows the Client to activate the recording of one or more uses of the interactive service for a specific period of time.

The Client also has the option of retrieving these recordings in the form of files that can be downloaded by the Client only from the Allopass platform. As the files have a limited period of use, they will be destroyed and deleted from Allopass servers once their period of use has expired.

The registration option is activated under the sole responsibility of the Client. As Allopass carries out the recordings on behalf of the Client, Allopass may not be held liable for them.

The Client expressly undertakes to comply with the legislation in force in France relating to telephone recordings and more particularly to comply with any new legal obligation. In this respect, the Client guarantees that it has completed the formalities and complied with the obligations incumbent on it and releases Allopass from any liability.

### 5.4. Termination of the Service

To terminate a Service based on a number(s), the Client must inform Allopass that he wishes to return the number(s) by e-mail to [sales@allopass.com](mailto:sales@allopass.com), which Allopass must acknowledge in order to validate its receipt.

An Outgoing Portability request, whether or not accepted by Allopass, de facto triggers Commercial Closure of the number(s) concerned.

The Client acknowledges that he must continue to pay any charges that may be incurred until effective termination to

Allopass, the Regulator, the Operator or the Aggregator that made the number(s) available to the Client [SC02], [SC03].

For example, in France, the return of a short VAS+ number of type 3BPQ (such as 3434 or 3999) may require up to four (4) months' notice of termination.

### 5.5. Outgoing number portability

The Client may exercise his right to Outbound Portability of his VAS+ number to a new Service provider.

This request can only be granted if portability is structurally permitted by the Regulator, Operator or Aggregator of the target country.

For example, in France, short numbers such as 3BPQ and 118 XYZ cannot be ported.

This request does not release the Client from its financial obligations, in particular the obligation to repay any discounts granted by Allopass in the Quotation or Order Form over a minimum period of two (2) years or during the entire period of provisioning [IM], [IN], [IO].

## **ARTICLE 6 - SERVICE BASED ON SMS+ SHORT CODE**

An SMS+ service is composed of an SMS+ Short Code [JF] associated with one (1) or more Keyword(s) [JG].

The Short Code can be Dedicated to the Client (he is the only one to use all the Keywords) or Shared (he uses only part of the Keyword(s), other Clients using the rest of the Keywords [JE].

### 6.1. Opening of the Service

The opening of an SMS+ Service is subject to the availability of a Short Code and Keyword(s) at Allopass or to the reservation of a Short Code with the Regulator, its opening with Mobile Operators or an Aggregator.

Depending on the target country, the Client must:

- Choose the amount charged to the User when sending an SMS-MO [JC].
- Choose the amount charged to the User when receiving an SMS-MT [JD].
- Indicate if a Content will be associated to the Service or if the SMS-MO should be routed on a Content provided by the Client or by a third party [JH].

This information will be defined in the Order Form, the Quotation or in the Client's account.

### 6.2. Dedicated Short Code

If the Client so wishes, he may have a Dedicated Short Code, subject to acceptance of his application by Allopass, by the Regulator responsible for allocation in the target country, and then to technical opening with the Mobile Operators and/or an Aggregator.

The Client is informed that this may result in a delay (of up to several months) before the Short Code is actually opened by the Mobile Operators and that the inherent costs will be borne by the Client, even if no revenue-generating traffic can be carried out.

This information shall be defined in the Order Form, the Quotation or in the Client's account [SM01], [SM02].

#### 6.3.1. Opening a Shared Short Code Donation Service

The conclusion of an SMS+ Donation service is subject to Allopass's ability to provide the service and to acceptance of the application by the Regulator of the target country.

By default, Allopass will assign the Client a Mutualised Short Code, associated (at least) with a Keyword [JE].

This information is defined in the Order Form or Quotation.

#### 6.3.2. Opening a Dedicated Short Code Donation Service

The conclusion of an SMS+ Donation service is subject to Allopass's ability to provide the service and to acceptance of the application by the Regulator of the target country.



The Client must define the amounts of Donations made by Users and which will be associated with each Keyword [JD] and [JG]. This information will be defined in the Order Form, in the Quotation or in the Client's account.

#### 6.4. Termination of the Service

To terminate a service based on a Shared Short Code, the Client must inform Allopass that he wishes to return the Keyword(s). To terminate a service based on a Dedicated Short Code, the Client must inform Allopass that he wishes to return the Short Code. The Client acknowledges that he will continue to be liable to Allopass and to the Mobile Operators or Aggregator who made the Short Code available to the Client [SM04] for any costs incurred until effective termination.

The termination request is made by e-mail to [sales@allopass.com](mailto:sales@allopass.com), and Allopass must acknowledge receipt of the e-mail in order to confirm that it has been taken into account.

#### 6.5. Adaptation to traffic

The Platform is configured to handle a load on SMS+ services with a standard rate of one (1) SMS per second. The Client is invited to contact Allopass at least thirty (30) days before a planned operation to indicate any communication operation that might require the implementation of a specific exceptional sizing. The costs of this operation billed by the Operators and/or Aggregators will be re-billed to the Client.

### ARTICLE 7 – SERVICE BASED ON DCB

A DCB service (such as I+ Mobile in France) consists of a Shop associated with one (1) or more amounts. The DCB Service must also be associated with fee-for-service, and/or weekly and/or monthly subscription payments.

#### 7.1. Opening a Service

The conclusion of a DCB Service (such as I+ Mobile in France) is subject to the reservation of a Shop with the Regulator, its opening with the Mobile Operators or an Aggregator. The Client must choose the types of payment (one-off payment and/or payment by weekly or monthly subscription). He must also choose the amounts that may be paid by the User. This information will be defined in the Order Form or Quotation.

#### 7.2. Opening a Donation Service

The conclusion of an I+ Mobile Donation service is subject to Allopass being able to provide the service and to acceptance of the application by the Regulator of the target country. The Client must define the amounts of Donations made by Users and which will be associated with the Shop. Only monthly subscriptions are available. This information will be defined in the Order Form or Quotation.

#### 7.3. Termination of the Service

To terminate a Service based on a DCB Shop (such as I+ Mobile in France), the Client must inform Allopass that he wishes to terminate it by e-mail to [sales@allopass.com](mailto:sales@allopass.com). Allopass must acknowledge receipt of this e-mail in order to validate its acceptance.

The Client acknowledges that he will continue to be liable to Allopass and the mobile Operator or Aggregator that made the Shop available to the Client for any charges incurred until effective termination.

### ARTICLE 8 - SERVICE BASED ON A CB SHOP, PREPAID CARDS OR E-WALLET

A CB payment, prepaid card payment or e-wallet payment service is composed of a Shop associated with one (1) or more amounts. The Service must also be associated with fee-for-service and/or weekly and/or monthly subscription payments.

#### 8.1. Opening the Service

The opening of a CB payment service, prepaid card payment service or e-wallet payment service is subject to the opening of a Shop with Allopass.

The Client must choose:

- The types of payment (one-off payment and/or payment by weekly or monthly subscription),
- The amounts that may be paid by the User,
- The countries in which the Shop will be accessible,
- The types of CB cards, prepaid cards or wallets available.

This information will be defined in the Order Form, in the Quotation or in the Client's account.

#### 8.2. Termination of the Service

To terminate a service based on a CB Shop, the Client must inform Allopass that he wishes to terminate the service by e-mail to [sales@allopass.com](mailto:sales@allopass.com). Allopass must acknowledge receipt of this e-mail in order to validate its acceptance.

### ARTICLE 9 - PUSH SMS SERVICE

The Push SMS Service allows to send SMS-MT to Users via their MSISDN or an Alias (specific case of France).

The Push messages can be informative or marketing (commercial proposal).

#### 9.1. Opening of the Service

The opening of a Push SMS Service is subject to its opening with Allopass.

The Client must choose the target countries (note that international tariffs differ from national tariffs, just as DOM tariffs differ from metropolitan tariffs).

In the case of Push SMS to Users acquired via an SMS+ transaction in France, the Client acknowledges that he is informed that a Push can only be made via the Users' Aliases (situation imposed by French Mobile Operators).

The Client acknowledges being informed of the difference between an informative Push (your access code to unlock your account is 1234) which can be sent to Users 7 days a week and 24 hours a day and a Marketing Push also called self-promotion (Call 3999 to find out your future, 3€ / call + call charge) which can be sent to Users from Monday to Saturday, from 8am to 10pm

Depending on the country of destination, the price list will be made available by the sales department on request to [sales@allopass.com](mailto:sales@allopass.com) or can be accessed directly from the Client's account.

#### 9.2. Price volatility

As the rates for the Push SMS Service are frequently subject to change (upwards or downwards), Allopass will pass on these rate changes to the Client.

These changes will be notified to the Client by one of the following means:

- By e-mail,
- By a window opening when the Client connects to the web back office provided by Allopass for the management and monitoring of its activity.

The Client will then be free to continue to use this Service or to stop using it.

#### 9.3. Termination of the Service

To terminate a Push SMS-based service, the Client must inform Allopass that he wishes to terminate the service by e-mail to [sales@allopass.com](mailto:sales@allopass.com). Allopass must acknowledge receipt of this e-mail to validate its acceptance.

## ARTICLE 10 - DURATION, SUSPENSION, TERMINATION, ASSIGNMENT AND END OF THE CONTRACT

### 10.1. Duration

The Contract is concluded for an **indefinite period** as from its signature by the Parties. Consequently, each of them may terminate it at any time, under the conditions mentioned below, unless a minimum term of commitment is provided for under the terms of the Order Form or the Quotation signed by the Client. The Contract for which a minimum commitment period is stipulated will be renewed by tacit agreement for new commitment periods equal to the initial period.

### 10.2. Suspension

Allopass reserves the right to suspend the Contract in whole or in part in the following cases:

- During the first six (6) months of the contractual relationship, and without Allopass having to justify its decision,
- In the event that the number(s) is/are in Outgoing Portability.
- In the event of partial or total non-payment of sums owed to Allopass by the Client, forty-five (45) days after the invoice is issued,
- in the event of Abnormal traffic,
- in the event of a breach attributable to the Client resulting in the suspension of contractual relations between Allopass and the various Operators and/or Aggregators in respect of at least one (1) Service,
- in the event of Abnormal promotion of the Service,
- in the event of inappropriate or improper use of the Service,
- In the event of force majeure, as defined in article 19 below,
- In the event of a judicial decision or notice from any competent authority requiring or recommending the closure of the Service.

### 10.3 Termination

#### 10.3.1. Termination for convenience

Each of the Parties may terminate the Contract with an indefinite period at any time, without reason or compensation, by giving three (3) months' notice, by sending a registered letter with acknowledgement of receipt to the other Party, or by e-mail to [sales@allopass.com](mailto:sales@allopass.com), the receiving Party having to acknowledge receipt of the said e-mail in order to validate that it has been taken into account.

Where the Contract provides for a minimum period of commitment, each Party may terminate it at the end of each period by giving one (1) month's notice.

#### 10.3.2. Termination for default

In the event that one of the Parties fails to fulfil any of its contractual obligations that have not been remedied within a period of fifteen (15) days following the sending of a registered letter with acknowledgement of receipt notifying the failure in question, the date of first presentation being taken as proof, the other Party may terminate the Contract by registered letter with acknowledgement of receipt, without prejudice to any damages and interest.

In the event that one of the Parties commits a serious breach of any of its contractual obligations, the Contract may be terminated without notice or compensation by the other Party, without prejudice to any damages.

#### 10.3.3. Other cases of termination

The Contract may be terminated by either Party, subject to one (1) month's notice, without compensation:

- In the event of a legislative or regulatory change or withdrawal of the allocation of the means of payment (Geographic Number, free or premium VAS+ number, Short Code, Keyword, DCB or I+ Mobile shop, CB means of payment, etc.) for reasons external to the Parties making it impossible to provide the Service under similar conditions,
- in the event of termination of the contractual relationship between Allopass and one or more Operators or Aggregators,

- in the event that the Client makes changes to its articles of association without informing Allopass,

- in the event that the traffic collected by Allopass on each Service results in an operator payout of less than TWO HUNDRED EUROS excluding VAT (€200 excluding VAT) per month for at least three (3) consecutive months.

- In the event that an Allopass invoice is less than TWO HUNDRED EUROS ex VAT (€200) per month for three (3) consecutive months.

If there are no longer any active Services, the Contract may be terminated de facto.

### 10.4 Assignment

The Contract may not be assigned or transferred by the Client in any form whatsoever, in whole or in part, without the prior express written consent of Allopass.

Allopass may assign, transfer or contribute to a third party in any form whatsoever the rights and obligations arising from the Contract.

### 10.5. Termination of the Contract

At the end of the Contract, for whatever reason, the Client undertakes to cease using all Allopass services offered hereunder and more particularly to return or delete any item belonging to Allopass still in its possession.

Termination of the Contract will entail Commercial Closure of the service. Any traffic generated subsequently will not give rise to any Payout to the Client. However, the inherent costs (termination periods for numbers, Short Codes, shops opened specifically for the Client) must be paid by the Client until they are fully terminated.

## ARTICLE 11 - COMMISSION, BILLING, PAYOUT AND COSTS

### 11.1. Commission

Allopass is responsible for collecting the sums charged by Operators or Aggregators to Users in connection with the use of services and for transferring them to the Client, after deduction of the Commission charged by Operators and/or Aggregators, Allopass and sums reimbursed to Users in the event of fraud or non-payment.

The amount of the Commission therefore corresponds to all the charges levied by Allopass and by the various Operators and/or Aggregators as defined in the Order Form or Quotation.

In the event of a change in pricing conditions between the Operators and/or Aggregators and Allopass, the amount of Allopass's Commission under the Contract may be modified. This change will be notified to the Client by one of the following means:

- By e-mail,
- By a window opening when the Client connects to the web back office provided by Allopass for managing and monitoring his activity.

The Client may terminate the Service within one (1) month, without being entitled to specific compensation. After this period, the Client is deemed to accept the new conditions.

The Client expressly refrains from being the source of traffic leading to Payout. In the event of failure to comply with this clause, Allopass reserves the right not to pay out the sums collected to the Client, as this may be regarded as fraud.

### 11.2. Payout

This refers to the repayment to the Client by Allopass of revenue generated by the Content, less the Operators' and/or Aggregators' Commission, Allopass and sums reimbursed to Users in the event of fraud or non-payment.

When a Payout is positive, this means that Allopass must pay funds to the Client. When a Payout is negative, this means that the Client must pay funds to Allopass.

By decision of Allopass, and without the need to justify it, the amounts collected by Allopass may be repaid to the Client in full,

without deduction of the Commission. The Commission is then re-invoiced by Allopass to the Client, it being specified that the costs of Allopass services and operator services are invoiced inclusive of tax.

In this case, the Client has a period of thirty (30) days from the date of issue of the invoice to pay the sums rebilled by Allopass. Any delay in payment will result in late payment penalties being payable at a rate of two per cent (2%) and a minimum flat-rate indemnity of forty euros (€40) for recovery costs, due by operation of law, without the need for a reminder. If the recovery costs actually incurred are higher than the fixed amount of forty euros (€40), additional compensation may be requested upon justification.

#### 11.3 Terms and conditions for Payout

The Client submits his Payout request via his Client account. Allopass will make the requested Payout within a timeframe that depends on the application (Allopass or Mediakiosque) and the Service concerned.

Allopass undertakes to pay the Client only the sums actually paid to Allopass by the Operators and/or Aggregators, less the Commission paid by the Operators and/or Aggregators. Allopass and sums reimbursed to Users in the event of fraud or non-payment.

#### 11.4. Payout on numbers

The Payout is applied for each call made to a Geographic number, a Free VAS+ Number or a Premium Rate VAS+ number.

In the case of Geographic numbers and Free VAS+ Numbers, the Payout will be negative and will represent a cost to the Client.

In the case of Premium Rate VAS+ numbers, the Payout will be positive and will represent a revenue for the Client.

It is specified that, in the event that Allopass receives unpaid bills from an Operator or Aggregator, Allopass will re-invoice the Client for these unpaid bills for up to eighteen (18) months, even if the Contract has been terminated.

In the case of a number dedicated to a Client, the charge will be billed to that Client.

In the case of a number shared between several Clients, the charge will be billed in proportion to the traffic generated by each of the Clients.

Unless otherwise specified in the Order Form, Quotation or Client account, the Payout will be made within thirty (30) days of the Client's request for the Payout for the Allopass application and sixty (60) days of the Client's request for the Payout for the Mediakiosque application, subject to presentation of supporting documents at the request of Allopass.

#### 11.5 Payout on Short Codes

Depending on the country, the Payout is applied for each payment via an SMS-MO or an SMS-MT associated with a Keyword and made on an SMS+ Short Code technically opened on an Operator or on an Aggregator.

Unless otherwise specified in the Order Form, Quotation or Client account, the Payout will be made within thirty (30) days of the Client's Payout request for the Allopass application and within sixty (60) days of the end of the period (bimonthly) for the Mediakiosque application, subject to presentation of supporting documents at the request of Allopass.

#### 11.6 Payout on Short Codes (Donations)

In France, Allopass pays out the sums due to the Client in advance within forty-five (45) days of the last day of traffic collected (e.g. for traffic from 1 to 30 September, payment by 15 November at the latest), the funds collected by the operator(s) not being paid to Allopass until after the date of the Payout.

By exception to the above paragraph, it is specified that for Free (Operator), the Payout is made not in advance but within thirty (30) days of receipt of the funds collected.

This information shall be specified in the Order Form, the Quotation or the Client's account.

#### 11.7 DCB Payout

Depending on the country, the Payout is applied for each payment validated via the Operator payment page technically opened on an Operator or on an Aggregator.

Payout is also applied to weekly or monthly transactions carried out automatically by Allopass during automatic operations linked to subscriptions.

Unless otherwise stated in the Order Form, the Quotation or the Client's account, the Payout shall take place within thirty (30) days of the Client's request for Payout.

#### 11.8. Payout on DCB (Donations)

In France, Allopass pays out sums due to the Client in advance within forty-five (45) days of the last day of traffic collected (e.g. for traffic from 1 to 30 September, payment by 15 November at the latest), the funds collected by the operator(s) not being paid to Allopass until after the date of the Payout.

By way of exception to the above paragraph, it is specified that for Free (Operator), the Payout is made not in advance but within thirty (30) days of receipt of the funds collected.

This information shall be specified in the Order Form, in the Quotation or in the Client's account.

#### 11.9. Pay O Payout ut on CB shop

The Payout is applied for each payment validated by the credit card payment operator.

The Payout is also applied to weekly or monthly transactions, carried out automatically by Allopass during automatic operations linked to subscriptions.

Unless otherwise specified in the Order Form, the Quotation or the Client account, the Payout will be applied thirty (30) days after the Client's request for Payout.

#### 11.10. Push costs

The Payout (negative and therefore a charge) is applied for each transmission of a MT-SMS by Allopass.

This information and the billing deadlines are defined in the Order Form, the Quotation or the Client account.

#### 11.11. End cost

The Payout (negative and therefore a charge) is applied for each call made by Allopass to all types of number(s), including freephone numbers.

This information will be defined in the Order Form, in the Quotation or in the Client's account.

#### 11.12. Cost of Content and cost of Animated Content

The Client may provide its own Content or use Content from a third party. If the Client wishes to use Content provided by Allopass, it will be invoiced for this.

This information will be set out in the Order Form, the Quotation or in the Client's account.

The Client may also use its own Animated Content or use that of a third party. If the Client wishes to use Animated Content supplied by Allopass, this will be invoiced.

This information will be defined in the Order Form, the Quotation or the Client's account.

#### 11.13. Commercial Opening

Allopass will not make any Payout to the Client until it has been notified of the Commercial Opening. This applies regardless of the nature of the service provided.

In the specific case of the reservation of a specific Number(s), Dedicated Short Code(s) or DCB Shop for the Client, the Client acknowledges that it is responsible for the costs inherent in their opening.

These costs will be defined in the Order Form, in the Quotation or in the Client account.

#### 11.14. Tests

After the Commercial Opening, Allopass may be required to carry out tests to ensure that the entire service provided for the Client is working properly.

These tests do not give rise to any Payout and their amount may be deducted from the Payout.

#### 11.15. Penalties

Operators, Aggregators or Regulators may notify Allopass of breaches (ethical or otherwise) by its Client.

The Client will then be notified by e-mail and will be required to bring his Service into compliance within a period of time generally imposed by the party establishing the breach.

If compliance is not achieved within the time allowed, resulting in the imposition of a financial penalty, or even if the breach is so serious as to result in an immediate financial penalty, Allopass will re-invoice its Client for this penalty.

Allopass also reserves the right to double the penalty, without having to justify its decision.

If Allopass becomes aware of a breach, it reserves the right to act as an Operator, Aggregator or Regulator and to notify the Client of the breach, either by giving the Client a limited period in which to remedy the breach or by directly applying a financial penalty. For example, the following are considered to be breaches: any measure aimed at preventing the verification of the compliance of the Service, a practice of spam, voice spam or bounce call, a provision of Services other than those authorised, this list being non-exhaustive.

#### 11.16. Change of Commissions and billing for Services and Content

The fees applicable to the Services and Content and the inherent invoicing are those in force at the time of subscription to the Services. They are set out in the Order Form, in the Quotation when the Contract is signed or in the Client account.

However, Allopass reserves the right to modify Commissions and charges at any time. Allopass may inform the Client by one of the following means:

- By e-mail,
- By a window opening when the Client connects to the web back office provided by Allopass for the management and monitoring of his activity.

The Client may terminate the Service within one (1) month, without being entitled to specific compensation. After this period, the Client is deemed to accept the new conditions.

#### 11.17. Disputes

As soon as the Client receives the sums due to him, and regardless of the method used, the Client shall immediately check all the sums paid to him and report any anomalies. The Client undertakes to notify Allopass of any disagreement within fifteen (15) calendar days.

The Client may notify Allopass by the following means

- By e-mail to [sales@allopass.com](mailto:sales@allopass.com) (with confirmation of receipt by Allopass),
- By registered letter with acknowledgement of receipt.

After this period, the sums due are deemed to be validated by the Client.

### ARTICLE 12 - ALLOPASS MICROPAYMENT APPLICATION

#### 12.1. Means of payment

The Allopass micropayment platform handles payments made with the following payment instruments

- VAS+ (Audiotel) payments: the User makes the payment by calling a premium rate telephone number;
- SMS+ payments (premium rate SMS): the User makes a payment by sending an SMS to a premium rate short number;

- Payments via Internet+ Box technology: the User makes the payment directly to his/her Internet Service Provider (ISP) under the subscription and billing conditions defined by his/her ISP ("ISP debit");

- Payments by I+ Mobile technology: the User makes the payment directly to his mobile operator under the subscription and billing conditions defined by his mobile operator ("operator debit");

- Payments by payment cards (credit cards): the User makes the payment by credit card;

- Payments by prepaid card or electronic purse: the User makes payment by debiting the prepaid card or electronic purse accepted by Allopass ("prepaid card debit").

#### 12.2. Principle of operation

For each payment made by a User, the Allopass platform issues the User with a transaction identification code (hereinafter referred to as the "CODE"), which the User enters on the page of the Client's site containing the Allopass API payment script or request in order to complete the transaction and obtain the Content, goods and/or services marketed by the Client.

The Allopass payment platform checks the validity of the CODE entered. If the Allopass payment platform validates the CODE entered, the User is redirected to the page of the Client's site enabling him to access the Content, goods and/or services marketed by the Client. If the CODE entered is not valid, the User is informed by an error message generated by the Allopass payment platform indicating that the CODE entered is not valid.

A transaction results in:

- the delivery of a single CODE by the Allopass payment platform;
- a single Payout to the Client.

In the case of a payment made by Internet+ Mobile, the CODE is entered directly on the Client's website page without any intervention by the User. For this category of payment the CODE is not communicated to the User.

In the same way, in the case of a payment corresponding to a subscription, the CODE is directly entered on the page of the Client's website without the User's intervention. For this category of payment the CODE is not communicated to the User.

#### 12.3 Terms of payment

##### 12.3.1. Fee-for-service payment

The Allopass payment platform enables the Client to obtain payment for transactions invoiced on a per-use basis, which may be defined as the acquisition of Content, goods and/or services payable in a single instalment. Each Content, good and/or service provided by the Client is invoiced by the Client and under its sole responsibility.

Depending on the nature of the Content, goods and/or services offered by the Client, the latter may determine whether the payment made allows:

- to access the Content, goods and/or services sold once or several times;

- to access, for a specific period of time, the Content, goods and/or services sold;

Note: Fee-for-service payments made by I+ Mobile do not allow multiple access to Content, goods and/or services.

The fee-for-service payments parameters defined by the Client will be associated with the CODE issue and recognition system. In the event that the Client has provided the User with the possibility of accessing the Content, goods and/or services more than once, the User will only have to re-enter the CODE each time he/she consults the Content, goods and/or services marketed by the Client. As soon as the number of consultations authorised by the Client has been reached, the authorisation linked to the CODE will be revoked. Only the first entry of the CODE will give rise to a Payout, the other entries do not constitute new transactions.

The funds relating to valid fee-for-service transactions carried out by Users are recorded, for information purposes, on the



Client's private interface (hereinafter referred to as the "Allopass Account").

#### 12.3.2. Time-based payment

The Allopass payment platform allows the Client to obtain payment for transactions invoiced by the time spent.

This payment method is only available for VAS+ payments, which are the only ones that allow time-based billing. The rate of the call to the premium rate telephone server is related to the rate level chosen by the Client for the billing of the Client's Content, goods and/or services.

Time-based billing is available for real-time consultation of the Client's site (hereinafter "Immediate Access") or for deferred consultation (hereinafter "Deferred Access") of the Content, goods and/or services offered by the Client. These payment methods are detailed below.

Due to the synchronisations required between the Allopass platform and the Client's Website, the actual total time spent consulting the Content, goods and/or services marketed by the Client may differ slightly from the duration of the call to the premium rate telephone service.

The funds relating to the time-based purchase transactions validly carried out by the Users are recorded, for information purposes, on the Client's private interface (hereinafter "Client account").

According to the regulations in force in a country, the User's calls whose duration does not exceed that of the broadcasting of the free tariff information message (MGIT) do not generate a transmission of funds to the benefit of the Client.

Payment by duration with "Immediate Access":

- A transaction identification code is provided to the User. The User is invited to dial a premium rate telephone number in order to validate and activate this transaction identification code. The User is then automatically redirected to the first page of the Content, goods and/or services marketed by the Client;
- The User must remain online with the premium rate number throughout the duration of his consultation/use of the Client's Content, goods and/or services, and this simultaneously;
- As soon as the User disconnects from the premium rate telephone service, the Allopass platform revokes authorisation to access the Client's Content, goods and/or services. The User is automatically redirected to an exit page on the Client site.

Time-based payment with "Deferred Access":

- A transaction identification code is provided to the User. The User is invited to dial a premium rate telephone number in order to validate and activate this transaction identification code.
- The CODE is associated by the CODE issuing and recognition system with a time credit equal to the duration of the User's call with the premium telephone service.
- The time credit for consultation/use of the Client's Content, goods and/or services acquired by the User may be used within sixty (60) days of the purchase that gave rise to the issue of the CODE. The User may use his time credit in one or more visits.
- On each visit to the Client's Content, goods and/or services, the User must re-enter the CODE so that the Allopass platform can check that it is valid. The Platform checks that the sixty (60) day period has not expired and that the consultation time credit has not yet been reached.
- As soon as the CODE is no longer valid, the Allopass platform revokes authorisation to access the Client's Content, goods and/or services. The User is automatically redirected to an exit page on the Client site.
- Only the purchase of the time credit constitutes the transaction giving rise to payment to the Client. This transaction is booked to the benefit of the Client as soon as the premium rate telephone call that enabled the purchase of the time credit is completed. The subsequent use of the CODE to access the Client's Content, goods and/or services only constitutes a technical service ancillary to the payment which does not give rise to the collection of additional funds for the benefit of the Client.

#### 12.3.3. Payment of "SUBSCRIBER PASS" subscriptions

The Allopass payment platform enables the Client to obtain payment for subscription packages (hereinafter "SUBSCRIBER PASS") to the Client's Content, goods and/or services.

This payment method is available for the payment instruments listed in article 12.1 with the exception of VAS+ Payment and SMS+ Payment.

The Client defines the price of this SUBSCRIPTION PASS, its period of validity and its method of purchase (the Client may restrict the possibilities of purchasing a SUBSCRIPTION PASS to the use by the User of one of the payment instruments within a maximum limit of FIFTY EUROS (50 €) per month).

The characteristics of the SUBSCRIBER PASS will be associated with the system for issuing and recognising the CODE.

Each time the User consults the Client's Content, goods and/or services, he/she must re-enter the CODE so that the Allopass platform can check that the SUBSCRIBER PASS is still valid:

- If the SUBSCRIBER PASS is valid, the User is redirected to the Content or service on the Client's Website.
- If the SUBSCRIBER PASS has expired, the User is informed. The User is automatically redirected to an exit page on the Client's Website.

The Client may charge for :

- part of the Content, goods and/or services by SUBSCRIBER PASS and
- certain Content, goods and/or services determined by Fee-for-service payments.

Only the purchase of the SUBSCRIBER PASS constitutes the transaction giving rise to payment to the Client. This transaction is recorded in favour of the Client as soon as the SUBSCRIBER PASS is purchased and the CODE is issued. The subsequent use of the CODE to access the Client's Content, goods and/or services only constitutes a technical service ancillary to the payment which does not give rise to the receipt of additional funds for the benefit of the Client.

Funds relating to subscription pass purchase transactions carried out by Users are posted to the Client's Allopass Account.

#### 12.3.4. Payment for access to the Client's Website: the "ACCESS TICKET"

The Allopass payment platform allows the Client to charge a one-off fee for access to the entire Website (hereinafter referred to as the "ACCESS TICKET")

This payment method is available for the payment instruments listed in article 12.1 with the exception of VAS+ Payment and SMS+ Payment.

The Client determines the price of this ACCESS TICKET and the method of purchase (the Client may restrict the possibilities of purchasing an ACCESS TICKET to the use by the User of one or more of the payment instruments listed in Article 12.1, subject to a maximum limit of FIFTY EUROS (€50)).

The ACCESS TICKET is for single use only.

The characteristics of the ACCESS TICKET will be associated with the system for issuing and recognising the CODE.

When the User enters the CODE, the Allopass platform checks the validity of the ACCESS TICKET:

- If the ACCESS TICKET is valid, the User is redirected to the Content or service on the Client's Website.
- If the ACCESS TICKET has expired, the User will be informed. The User is automatically redirected to an exit page of the Client's Website.

Funds relating to ACCESS TICKET purchase transactions carried out by Users are credited to the Client's Allopass Account.

### **ARTICLE 13 - COMMITMENTS AND LIABILITY OF ALLOPASS**

#### 13.1. Liability in relation to Operators

By definition, if the Operator or Aggregator experiences a technical Incident, Allopass cannot be held liable for the situation, which excludes any claim for financial compensation.

However, Allopass is responsible for alerting the Operator and/or Aggregator to the situation by all possible means (e-mail, opening of Incident tickets, etc.) when it becomes aware of a malfunction.

### 13.2 Liability in relation to the Content

The Client may:

- Not use Content provided by Allopass (and in this case use Content edited by himself or by a third party of his choice),
- Use Content provided by Allopass or by a service provider chosen by Allopass.

Allopass accepts responsibility for Content only if it is provided by Allopass (or by a service provider chosen by Allopass).

### 13.3. Client support service

Throughout the term of the Contract, Allopass will provide the Client with a technical support service, in French and English, capable of handling the Client's technical requests.

In the event of an Incident on the Services, the Client may report it to the Allopass Client support service by :

- via the form :

<https://www.allopass.com/allopass/merchant-support/>

- by e-mail: [merchant-support@mobiyo.com](mailto:merchant-support@mobiyo.com)

- by phone: 05 32 104 504

### 13.4. User support service

Throughout the term of the Contract, Allopass will provide Users with a helpdesk, in French, capable of handling User requests in accordance with the Client's instructions.

This service may handle refund requests, assist Users in using the Services, etc.

The aim is to resolve any problems before Users have to contact the Operators and/or the Regulator.

This service is entitled to make refunds to dissatisfied Users. The amounts of the refunds made will be deducted from the Client's Payout.

If the User support service is faced with an abnormal number of complaints, Allopass reserves the right to invoice the Client (in addition to the refund) for each refund processing at a rate of forty euros (€40) per operation.

These processing costs may be deducted from the Refunds.

Users can contact the User support service:

- via the form:

<https://www.allopass.com/allopass/User-support/>

- by e-mail: [Client-support@mobiyo.com](mailto:Client-support@mobiyo.com)

- by phone: 01 71 25 55 55

## ARTICLE 14 - OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT

### 14.1 Editorial responsibility of the Client

The Client is solely responsible for the use of the Service made available to him by Allopass, including where the Content is provided by Allopass.

The Client shall therefore be responsible for any direct or indirect, material or immaterial damage or loss suffered by the Client or its Users as a result of the Content. Subsequently, the Client will be solely responsible for any litigation opposing him to a third party, for information presented on his Internet Website or his Contents. Finally, the Client is solely responsible towards the Users in the case where the Contents that it proposes would not correspond in their nature, their quality, or their quantity with the offer and the advertisement which it carried out.

### 14.2. Client Communication

In the event of unusual communication (e.g. in terms of a significant increase in the volume of advertising), the Client undertakes to inform Allopass giving thirty (30) days' notice. In the event of non-compliance, the Client is liable to penalties in

the event of traffic saturation resulting in a significant reduction in the quality of services provided by Allopass.

These penalties are defined in the Order Form, the Quotation or the Client account.

### 14.3. Misleading or unethical Client communication

The Client undertakes to communicate with Users without misleading them as to the nature of the service provided. In the event of non-compliance observed by Allopass, the latter reserves the right to apply a penalty at its discretion, but above all to decide to terminate the Service(s) assigned to the Client, without any right to Payout.

The Client therefore undertakes to respect the ethical rules in force in each country where it publishes a Service. For example, in France, the Client must comply with the rules laid down by the AF2M.

In the event of failure to comply with the ethical rules in force in the country where the service is published, the Client is liable to penalties in the event of traffic saturation resulting in a significant reduction in the quality of services provided by Allopass.

These penalties shall be set out in the Order Form, the Quotation or in the Client's account.

### 14.4 Obligation on tax receipts

When required by the service subscribed to, the Client is personally responsible for issuing the tax receipt to the User, in accordance with the applicable regulations.

To this end, Allopass will provide the Client with the information required to issue the tax receipt.

The Client is prohibited from using the information obtained for any purpose other than issuing the said tax receipt.

### 14.5. Obligations regarding the Website

In accordance with the legislation in force, the Client undertakes to make the following information available to the public on all the Internet sites it publishes

- identity of the company (company name, legal form, amount of share capital, address of the registered office, number and place of registration, intra-Community VAT number if applicable, contact details);
- identification of the Website (name of the site, full URL of the site);
- name of the publication director;
- identification of the Website publisher (name and surname/company name, address/head office, registration number if applicable, intra-Community VAT number if applicable, contact details);
- identification of the Website host (name and surname/company name, address/head office, registration number if applicable, intra-Community VAT number if applicable, contact details);
- the general terms and conditions of sale, if applicable;
- the privacy policy;
- the policy on the use of cookies.

The Client undertakes to respect the regulations in force and more particularly:

- respect for the person and human dignity, personality rights (such as the right to an image and the right to privacy),
- intellectual property rights and in particular trademark and patent law, copyright and related rights, the sui generis right of database producers,
- the rights of persons and goods.

He undertakes not to offer on his Internet Site any Content or services:

- contrary to public order, the law and morality;

- which is directly or indirectly offensive, defamatory, racist, xenophobic, homophobic, revisionist or which damages the honour or reputation of others;
- directly or indirectly inciting discrimination or hatred of a person or group of persons on the grounds of their origin, sexual orientation, membership or non-membership of a particular ethnic group, nation or religion
- threatening a person or a group of persons,
- of a zoophilic or paedophilic nature, offering or inciting to prostitution or escort services
- of a urological or scatological nature, trading or inciting to trade in elements and products of the human body,
- degrading or injuring the human person, his or her dignity or integrity,
- inciting to commit an offence, a crime or an act of terrorism or glorifying war crimes or crimes against humanity,
- inciting to suicide,
- offering or proposing online gambling services not authorised by the regulations,
- enabling third parties to obtain directly or indirectly (i) software modified or distributed without authorisation or licence, (ii) software serial numbers obtained without authorisation, (iii) software enabling acts of intrusion into computer, telecommunication and automated data processing systems, (iv) viruses and other logic bombs;
- enabling third parties to obtain illegal substances or products directly or indirectly,
- which would violate the privacy of correspondence,
- which are confidential by virtue of a legislative measure or legal act (and in particular, inside information, privileged information, insider information or professional secrecy)
- which would fall into the category of event services prohibited by the competition authorities.

The Client undertakes to take all necessary measures to prevent minors from accessing any erotic or pornographic elements of its Internet Site.

The Client undertakes not to include on its Internet Site any hypertext links referring directly or indirectly to pages containing illegal material.

The Client is solely responsible for the Content of its Internet Website. Allopass may not be held liable under any circumstances in the event of failure by the Client to comply with its obligations.

#### 14.6. Miscellaneous obligations

The Client undertakes not to communicate to a third party the information contained in its signed Order Form and Quotation. Should the Client fail to comply with this obligation, Allopass reserves the right to take legal action and apply financial penalties to the Client.

The Client undertakes not to make any statements or take any action that might damage the image, name and/or reputation of Allopass.

The Client undertakes not to infringe the rights held by Allopass. In particular, they undertake not to reproduce or adapt all or part of the hardware and software components of the Service.

The Client undertakes not to sublet the service(s) provided under the Contract.

The Client undertakes to inform Allopass of any change in its identity and address (Article L 224-46 I, 1st paragraph of the French Code de la consommation).

The Client undertakes to provide Allopass with all information relating to the services offered for each number used and to inform Allopass of any change in the said information (Article L 224-46 I, 2nd paragraph of the French Code de la consommation).

If the information requested is not transmitted or if it is not up to date, pursuant to Article L 224-46 II of the French Code de la

consommation, Allopass may suspend the Service which does not meet these criteria and, in the event of repetition, terminate the Contract.

#### 14.7. Liability

In the event that Allopass is held liable by a third party on any grounds whatsoever as a result of a breach attributable to the Client, the Client undertakes to indemnify Allopass at first request against any fine imposed and any reasonable costs incurred in defending Allopass (including reasonable legal fees and reasonable expert fees).

In the event that Allopass is charged penalties by Operators and/or Aggregators and/or regulators as a result of a breach by the Client of its contractual obligations under the Contract, Allopass may pass on these penalties to the Client, on presentation of supporting documents. The penalties will be passed on to the Client by deducting them from the Payout and, where applicable, by additional billing.

### ARTICLE 15 - STATISTICS

#### 15.1 Statistics used

Throughout the term of the Contract, only the statistics provided by Allopass will serve as a basis and will be used to record payments and to implement Payout made to the Client, which the Client accepts without reservation.

Allopass retains all information relating to Commissions received by Allopass for the entire applicable legal period. Allopass gives the Client access to this information in the form of monthly summaries (which can be downloaded and printed) from the Client's Allopass Account.

#### 15.2. Operator statistics

In order to maintain the strictest transparency and impartiality with regard to the payment transactions carried out, the parties will use as the only valid statistics in the event of a dispute the comparison of the statistics provided by Allopass with:

- for payments involving an Operator: the statistics of the Operator concerned;
  - for payments involving an Aggregator: the statistics of the Aggregator concerned;
  - for payments made by bank card: the statistics of the bank service provider with which the distance selling contract was opened and which collected the transactions in question.
- Exceptionally, in the event of the use of a shared payment method, only Allopass statistics will be used since, by definition, Allopass is the only one able to provide them.

### ARTICLE 16 - FRAUD, ANTI-MONEY LAUNDERING, DISPUTING PAYMENTS

#### 16.1. Fraud and money laundering

Each of the Parties undertakes, for the entire duration of the Contract, to comply with the legislation in force concerning the fight against fraud and money laundering. In particular, each of the Parties undertakes to respond diligently to any request from the other Party or from a judicial or administrative authority concerning its activity.

Any breach by one of the Parties of the regulations on fighting fraud and money laundering shall constitute a particularly serious breach leading to the termination of the Contract under the conditions mentioned in Article 10.

The sums resulting from fraudulent transactions or from a money laundering operation will be kept by the Party holding the sums concerned pending a decision by its management and/or a judicial or administrative decision.

#### 16.2. Fraudulent payments

In the event of fraudulent payment by a User, linked to theft of a mobile phone, misappropriation of a telephone line or operator number and, more generally, in the event of fraud involving an

element over which Allopass has no control, no refund will be made to the Client.

In the event that the amount concerned has already been booked by Allopass or has already been repaid to the Client, the latter accepts that the corresponding amount be deducted from the amount of his Repayments or repaid to Allopass, regardless of the date of the fraud.

In the event of suspected fraud and in order to protect itself against the risks represented by such transactions, Allopass may withhold the entire amount to which the suspicion relates until the suspicion is lifted. Allopass will then refund the sums withheld.

#### ARTICLE 17 - INTELLECTUAL PROPERTY

The Platform and all content, texts, databases, graphics, software, applications, scripts, APIs, visual and audiovisual elements of which it is composed are the exclusive property of Allopass and are protected by intellectual property law.

In general, neither Party acquires any intellectual property of the other Party under this Contract.

The Client undertakes not to remove the mention of the Allopass brand from any item made available by Allopass.

#### ARTICLE 18 - PERSONAL DATA - GDPR

##### 18.1. Personal data of the Client and use of cookies

Allopass collects and processes the Client's personal data to enable the Client to subscribe to the service, access his Allopass Account and obtain payments collected by Allopass under the Contract. This data is collected for the duration of use of Allopass services by the Client and for a period of five (5) years thereafter. It is stored in France in a secure technical environment.

In accordance with Regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data ("GDPR"), the Client has a right of access, rectification and withdrawal of the personal data he/she has provided to Allopass. For the purposes of its activities and services and in particular to facilitate their proper operation, the Platform uses a system of cookies. These cookies may contain data relating to the identification and browsing of the Client on Allopass sites and services.

The Client has the option of blocking or deleting cookies by means of the options presented in his browser, it being specified that for the purposes of certain Services, the activation of cookies may be necessary.

The Client has a right of access to his personal data via his Allopass Account. They may also contact Allopass at [privacy@allopass.com](mailto:privacy@allopass.com)

Allopass informs the Client that it will communicate any data required by a judicial or administrative authority.

##### 18.2. Processing of User's personal data

The Parties are informed that the provision of payment services via the Platform involves Personal Data. For the full understanding of the following stipulations, the terms "Personal Data", "controller", "processor", "data subject", "recipient", "personal data breach" and "processing" shall have the meaning defined by the regulations relating to the protection of personal data, such as the GDPR and, for France, the transposition law relating to the protection of personal data of 20 June 2018. In this respect, it is expressly agreed that the Client remains responsible for the processing of its Data and retains full control of its databases. It determines the purposes of the processing, the means and measures implemented to carry it out and the use of service providers.

Allopass acts only as a processor within the meaning of the legal provisions on the protection of personal data. To this end, Allopass guarantees that it has the technical and organisational skills required to perform the services entrusted to it by the

Client in compliance with the obligations set out in this article and solely for the scope.

Allopass may only process Personal Data in strict compliance with this article. In this respect, Personal Data may not be the subject of any operation other than those provided for herein. Consequently, in the performance of the Contract, Allopass will act exclusively on behalf of the Client, on the basis of the provisions of this article and the Client's instructions alone, in accordance with this Contract.

The Data remains at all times the property of the Client, who is liable for it before the competent authorities in accordance with the regulations relating to personal Data.

##### 18.2.1. Obligations of the Client

As the data controller, the Client undertakes to :

- take note of the conditions for processing personal data set out in the Order Form or Quotation and, where appropriate, complete them and return them to Allopass by electronic means;
- document in writing any instructions concerning the processing of Data by Allopass
- to be familiar with and master the obligations imposed by the GDPR which apply to him and to seek the assistance of Allopass only if he is able to provide the elements requested
- ensure, beforehand and throughout the processing operation, that Allopass complies with the obligations laid down by the GDPR in accordance with Article 18.2.7; and
- supervising the processing, including carrying out audits and inspections of Allopass in accordance with Article 18.2.2.

##### 18.2.2. Obligations of Allopass

As a processor, Allopass undertakes to :

- process the Data solely for the sole purpose(s) for which it is subcontracted, in accordance with the provisions of the Contract
  - process the Data in accordance with the documented instructions of the Client. If Allopass considers that an instruction constitutes a breach of the GDPR or of any other provision of European Union law or the law of the Member States relating to data protection, it will immediately inform the controller. In addition, if Allopass is required to transfer Data to a third country or to an international organisation under European Union law or the law of the Member State to which it is subject, it must inform the Client of this legal obligation prior to processing, unless the law concerned prohibits such information on important grounds of public interest;
  - guarantee the confidentiality of the Personal Data processed under the Contract, in accordance with the provisions of the confidentiality clause;
  - not to exploit or use, within the limits of its legal obligations under Article 18.2.10., any Personal Data that may be stored or hosted, even temporarily, in connection with the provision of the Allopass payment Platform for its own purposes or on behalf of third parties;
  - ensure that any person authorised to process Personal Data under the Contract :
  - undertakes to maintain confidentiality or is subject to an appropriate legal obligation of confidentiality; and
  - receive the necessary training in the protection of Personal Data.
  - take into account, with regard to its tools, products, applications or services, the principles of data protection by design and data protection by default;
  - to make its dedicated Data protection contact accessible to the Client at [privacy@allopass.com](mailto:privacy@allopass.com).
- If necessary and at the express request of the Client, Allopass undertakes to provide assistance, under the conditions set out in Article 18.2.7, in :
- carrying out impact analyses relating to data protection
  - carrying out prior consultation with the supervisory authority.



Personal Data will be hosted by Allopass on servers located in France. Allopass undertakes to inform the Client prior to any change in the location of data hosting.

#### 18.2.3. Security measures

Under the terms of the Contract, Allopass will take the necessary measures to protect personal data that may be stored or hosted, even temporarily, as part of the contractual services against accidental or unlawful destruction, accidental loss, alteration, unauthorised dissemination or access, particularly in connection with the transmission of data, and against any other form of unlawful processing.

Allopass undertakes to implement the following security measures

- means to guarantee the constant confidentiality, integrity, availability and resilience of processing systems and services
- the means to restore the availability of and access to Personal Data within an appropriate timeframe in the event of a physical or technical Incident;
- a procedure for regularly testing, analysing and evaluating the effectiveness of technical and organisational measures to ensure the security of processing.

Allopass undertakes to maintain its resources throughout the performance of the Contract and, in the event of failure, to inform the Client as soon as possible. In any event, Allopass undertakes, in the event of a change in the means of ensuring the security and confidentiality of Data and files, to replace them with means of superior performance.

#### 18.2.4. Notification of Personal Data breaches

Allopass notifies, by e-mail to the e-mail address of the person responsible for the protection of personal data, i.e. the DPO, or, in the absence of such notification by the Client, to the e-mail address given by the Client when creating his account, any breach of personal data within a maximum of two (2) working days of becoming aware of it, i.e. any breach of security resulting in the accidental or unlawful loss, alteration, disclosure or unauthorised access to personal data being processed.

Allopass may, at the request of the Client, in the name and on behalf of the Client, communicate the breach of personal data to the person concerned as soon as possible, where the breach is likely to result in a high risk to the rights and freedoms of a natural person.

#### 18.2.5. Information and exercise of the rights of the persons concerned

It is the Client's responsibility to provide information to the persons concerned by the processing operations at the time the Data is collected.

Insofar as possible, Allopass undertakes to assist the Client in fulfilling its obligation to respond to requests to exercise the rights of data subjects under the legislation in force.

Where data subjects exercise their rights directly with Allopass, Allopass undertakes to forward such requests to the Client, as soon as it becomes aware of them, by e-mail to the e-mail address of the person dedicated to the protection of personal data (DPO) or, in the absence of such communication by the Client, to the e-mail address provided by the Client when creating his online account.

#### 18.2.6. Register of categories of processing activities - Documentation

Allopass declares that it keeps a register of all categories of processing activities carried out on behalf of the Client responsible for processing, including

- the name and contact details of the Client on whose behalf it is acting, any processors and, where applicable, the Data Protection Officer
- the categories of processing carried out on behalf of the Client;

- where applicable, transfers of Personal Data to a third country or to an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the GDPR, the documents attesting to the existence of appropriate safeguards;

- to the extent possible, a general description of technical and organisational security measures, including inter alia, as appropriate:

- encryption of Personal Data;
- means to ensure the continued confidentiality, integrity, availability and resilience of processing systems and services;
- means to restore the availability of and access to Personal Data within an appropriate timeframe in the event of a physical or technical Incident;
- a procedure for regularly testing, analysing and evaluating the effectiveness of technical and organisational measures to ensure the security of processing.

Allopass undertakes to make available to the Client, at its request, the documentation necessary to demonstrate compliance with all its obligations and to allow audits, including inspections, to be carried out by the Client or by another auditor appointed by the Client, and to contribute to such audits. In the event of an audit, the Client undertakes to give Allopass fifteen (15) days' prior notice by registered post with acknowledgement of receipt.

#### 18.2.7. Checks carried out by the Client on processing carried out by Allopass

In order to comply with its obligations under Article 18.2.1, the Client must send Allopass a reasoned request at least fifteen (15) working days before the desired date, specifying the elements over which it wishes to exercise control. Allopass will be entitled to refuse the Client's request if it is itself able to obtain the items referred to in the request.

Any audit and/or control carried out by the Client will be limited to one (1) per year and will be carried out at the exclusive expense of the Client.

#### 18.2.8. Liability

In accordance with the GDPR, Allopass is only liable for damage caused by processing if it has not complied with the obligations laid down in the GDPR which are incumbent on it by virtue of its status as processor or if it has acted outside or contrary to the lawful instructions given by the Client.

Allopass may only be held liable by the Client for damage which is the direct and immediate consequence of non-performance of its obligations under the GDPR under the conditions of ordinary law. Punitive damage is expressly excluded. The amount of Allopass's liability applicable to the Contract may not exceed the total amount of Commissions received by Allopass during the twelve (12) months preceding the occurrence of the event giving rise to the liability.

The Client or Allopass will be exempt from liability for damage caused by the processing implemented only if it proves that the event causing the damage is not attributable to it.

With regard to damage suffered by the data subject as a result of processing carried out in breach of the GDPR, the liability of each of the Parties will be engaged under the conditions detailed in Article 82 of the GDPR.

#### 18.2.9. Fate of Data

At the end of the services provided in relation to the processing of this Data, Allopass undertakes, at the option of the Parties, to :

- destroy all Personal Data, or
- return all Personal Data to the Client, or
- to transmit the Personal Data to a new processor designated by the Client.

If the Client opts to return the Data, Allopass undertakes to ensure that the Data is returned technically, so as to enable the Client to take over, or have a third party designated by the Client take over, the administration of the Data, within the limits of a reasonable level of complexity.

This right shall be exercised during the period necessary for the restitution to be carried out and, at the latest, at the expiry of a period of two (2) months from the date of notification of the termination or cessation of the contractual relations for whatever reason.

Any additional services relating to the return requested by the Client shall remain at his expense.

Return shall be accompanied by the destruction of all existing copies in the Allopass information systems, which shall be notified in writing.

#### 18.2.10. Processing carried out by Allopass by virtue of a legal obligation

In the context of the obligations incumbent on it as an electronic communications operator and payment service provider, Allopass, as the controller, processes Users' personal data for the following purposes

- Judicial or administrative requisition (art R10-13 of the French Code de procedure civile d'exécution);
- Verification of a transaction / operator billing (art. R10-14 of the French Code de procedure civile d'exécution);
- Fight against fraud.

The Client expressly undertakes that the data will not be communicated to third parties.

#### **ARTICLE 19 - FORCE MAJEURE**

The provisions of the Contract shall not apply in the event of the occurrence of a case of force majeure delaying or preventing one of the Parties from fulfilling its obligations.

Force majeure is any event that is external, irresistible and unforeseeable as recognised by the case law of the courts and tribunals, which prevents one or both of the Parties from performing all or part of the commitments contained herein.

In addition to those usually accepted by the jurisprudence of the courts and tribunals, the following are expressly considered as cases of force majeure: earthquakes, fires, storms, floods, strikes, wars and terrorist attacks.

The Party invoking the impossibility of performance due to force majeure shall:

- inform the other Party by any means of the occurrence of a case of force majeure, specifying its nature, its starting point and the estimated duration of this event;
- take, as soon as possible, all appropriate measures to remedy the situation and, in any event, limit its effects.

If the event constituting force majeure lasts for more than one (1) month from the date of its notification to the other Party, the Contract may be terminated at the discretion of either Party without damages by registered letter with acknowledgement of receipt sent to the other Party within a period of 10 (ten) days.

If the duration of the event constituting force majeure is less than one (1) month, the obligations resulting from the Contract shall be suspended for the duration of the force majeure. The Contract shall be performed normally again as soon as the event constituting force majeure has disappeared.

#### **ARTICLE 20 - ENFORCEABILITY OF ELECTRONIC COMMUNICATION**

The Client expressly accepts that any request made by e-mail may be invoked against him and that proof of the Client's consent to such requests is constituted by a record on the Allopass information system. The Client therefore agrees that this data may be recorded and reproduced on a computer medium chosen by Allopass, a means whose evidential value he acknowledges.

#### **ARTICLE 21 - SEVERABILITY OF CLAUSES**

If any provision of the Contract shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Contract shall not be affected. The Parties agree to replace the clause declared null and void by a clause that comes closest in content to the objective sought by the Parties.

#### **ARTICLE 22 - MISCELLANEOUS PROVISIONS**

The Parties expressly declare that the Contract may not, under any circumstances, be interpreted or considered as an act of partnership. Affectio societatis is expressly excluded.

#### **ARTICLE 23 - APPLICABLE LAW AND JURISDICTION CLAUSE**

This Contract is subject to the law in force in France, which the Parties expressly accept.

Any dispute relating to the validity, interpretation or performance of the Contract and after failure of any conciliation, shall be submitted to the competent courts of Toulouse, France.

SIGNED AS AGREED AND SIGNATURE	
Signatory's name :	
Signatory's position :	
At :	
On :	
Signature	Stamp