

GENERAL TERMS AND CONDITIONS OF SALE

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

ALLOPASS carries out a regulated activity subject to the authorisation and supervision of the Autorité de Contrôle Prudentiel et de Résolution (ACPR) of the Banque de France. As such, ALLOPASS benefits from the status of 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 customers.

PREAMBLE

The Client subscribes to the 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 Monetary and Financial Code applicable to natural persons acting for non-professional purposes and the provisions of the Consumer Code.

THIS AGREEMENT SUPERSEDES ANY VERSIONS PREVIOUSLY ENTERED INTO BETWEEN THE PARTIES.

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

ARTICLE 1 - PURPOSE

The purpose of these T&Cs is to specify the contractual relations applicable between ALLOPASS on the one hand and Customers and Users on the other hand. They apply to the Services marketed and operated by ALLOPASS, and govern the use of the Services. These T&Cs are inseparable from the Order Form and Quotation signed by the Client. These T&Cs apply exclusively to the professional clientele of companies, administrations or local authorities, to the exclusion of private individuals. These T&Cs shall prevail over any other conditions contained in any other document, supersede and replace all previous written or oral agreements, correspondence or proposals, unless expressly waived in advance by ALLOPASS.

ARTICLE 2 – DEFINITIONS

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

ARCEP: In France, it refers to the Regulatory Authority for Electronic Communications, Posts and Press Distribution.

AF2M (or AFMM): In France, refers to the French Association for the Development of Multi-operator Multimedia Services and Uses in charge of establishing the ethical rules associated with operator means of payment, and coordinating the means of payment accessible on the networks of mobile telephone operators.

Aggregator: A provider of payment methods, aggregating several operators.

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

Purchase Order: Signed Quotation

Store: Entity accessible on the web, allowing you to manage a payment such as DCB, I+ Mobile, credit card, etc. A Boutique centralises the payments made available to the Customer. These payments can be on a fee-for-service or subscription basis depending on the Country Operator that allows the payment to be made.

Client: A natural person or legal entity who enters into the Contract in his name and on his behalf and who becomes the holder of the Contract.

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

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

Dedicated Short Code: Refers to a Short Code in which all Keywords are dedicated to a single Client.

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

Commission: Refers to all fees including tax levied by ALLOPASS and by the various Operators and Aggregators.

Content: Refers to any content (virtual good or service) accessible to Users through an SVA+ number, an SMS (SMS+), when surfing the internet with I+ Mobile payment, DCB or by credit card (or similar cards). The Content may be provided by ALLOPASS, by an ALLOPASS partner, by the Client or by a partner of the Client.

Consultant: A natural person producing Animated Content.

Animated Content: Refers to any content from an animation team, such as a psychic or a charm content animator. The Animated Content may be provided by the Client, or by an ALLOPASS partner.

DCB: Direct Carrier Billing. Direct billing by the mobile operator. Via a 3G connection, billing can be done with just a few clicks. Via a WIFI connection, billing can be done after OTP (One Time Password) authentication.

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

Quote: A commercial proposal intended for a specific Client describing the Services subscribed to by the Client and the associated financial terms.

DID: In English (Direct Inward Dialing), refers to a geographical number used as a commercial number.

DOM: Refers to an Overseas Department.

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

Donor: Refers to a User who makes a donation.

Commercial Closure: Refers to the end of the provision of the Service by ALLOPASS for the benefit of the Client.

Incident: Any total interruption or deterioration of the Service identified by ALLOPASS or reported to its technical department by the Client and duly noted by ALLOPASS.

Freephone: Refers to a toll-free VAS+ number.

Failure: A breach consists of an action, voluntary or not, by the Client, involving a failure to comply with rules (including but not limited to, ethical rules) associated with a Service, deception on the communication encouraging Users to pay via the Service, or a failure to comply with the rules and laws in force.

MGIT: free fare information message

Keyword: Refers to a string of characters that a User sends by SMS to a Short Code to access a Service.

Reserved Keyword: Refers to a Keyword that cannot be attributed to the Client for regulatory reasons or at the discretion of ALLOPASS.

For example, in France the keywords OK, YES, NO, CONTACT cannot be assigned to a Customer.

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

Level I: A generalist technician who will receive notification of an Incident reported by the Customer. Its role is to investigate the incident and, if possible, remedy it. If this is not possible, it performs a Level II escalation.

Level II: Specialized Technician. He is a technical referent who must be able to solve any type of problem.

Test Numbers: Refers to the landline or mobile telephone numbers used by ALLOPASS to access the Services for testing purposes.

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

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

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

Free VAS+ number: Refers to an VAS+ number whose call and service costs are borne by the Client and not by the User (such as an 0800).

Premium rate VAS+ number: Refers to an VAS+ number whose call and service costs are borne by the User. Depending on the amounts invoiced to the User, the revenue generated is paid back to the Client.

Operator: Provider with its own network and allowing the provision of Services by ALLOPASS.

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

Collection Operator: Operator with whom ALLOPASS has a contractual relationship, and which collects calls from ALLOPASS's VAS+ numbers.

Service Option: Refers to an option offered by ALLOPASS - free or paid - related to the Service that ALLOPASS provides.

Commercial Opening: Refers to the effective provision of the Service by ALLOPASS for the benefit of the Client. If the Service generates Payouts, it is from the date of Commercial Opening that the Client will be remunerated (or will have to assume the costs generated by the traffic). Set-up costs (if any) are payable at the time the Contract is signed.

Pay: Refers to an SVA+ number that earns a fee.

Platform: Refers to the platform for the provision of Services by ALLOPASS.

Inbound Portability: The Client has the possibility of being assigned Commercial Geographic Numbers, Value-Added Numbers (VAS+) that have been assigned in the country concerned by the regulator, an operator or an aggregator to ALLOPASS. However, if the Client already uses numbers with another service provider, he can request inbound portability and thus keep his numbers, even if from now on they will have their traffic collected by ALLOPASS (or the operator/aggregator of his choice).

Outbound Portability: In the event of departure from ALLOPASS, the Client has the possibility to 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.

Pool: A set of numbers (usually SVA+) dedicated to a Customer and dynamically assigned to a destination (geographic or mobile).

Payment Service Provider(s): A third-party company that provides services to facilitate payment processing.

SMS Push: Consists of sending, on behalf of the Client, informative or self-promotional SMS-MT to Users.

Push Marketing: Self-promotion SMS push.

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.

Renewable Cash Reserve: sum of money recorded in a dedicated account to cover any amount owed by the Client, including unpaid transaction costs and/or the costs of any negative balance if the current balance of the Client is insufficient.

Smart Network: A tool made available by a geographic number collection operator or VAS+, allowing you to modify the routes associated with these numbers.

Payout: If the Payout is positive, refers to the payment transaction to the Client of the sums due to him, less the Commission and any recurring costs. If the Payout is negative, refers to the payment of the costs by the Client to ALLOPASS of the sums due to him.

Service(s): Refers to the means of payment on invoice Operators and/or Payment Service Providers and the Options of the Services offered by ALLOPASS, namely: VAS + numbers, SMS+,

DCB (I+ Mobile in France), Bank Cards or Push SMS. Customers may associate Content with these Services.

Website: Refers to a website published by the Client.

SMS-MO: MOBILE ORIGINATING SMS. SMS that originates from a User's mobile phone and is routed by the Operators to the ALLOPASS platform.

SMS MT: MOBILE TERMINATING SMS. SMS that is sent by the ALLOPASS technical platform to a User's mobile phone.

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

- Traffic in excess of the observed standards, the cycle of which is repetitive, explosive or in bursts, originating from the same User to one or more of the Client's Services,

- Unusual or unexplained concentration of Users' transactions on the Client,

- Limited number of Users resulting in daily traffic exceeding the observed standards,

- Number of important calls in time slots beyond the observed norms,

- Increase in User complaints about one or more of the Client's Services.

User: A natural or legal person who accesses the Client's Services.

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 theme will necessarily be related to the Content.

Also refers to a prospect who has given his consent to receive advertising communications, for a specific Content.

ARTICLE 3 – CONTRACTUAL DOCUMENTS

The Contract is constituted in ascending order of priority:

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

These documents must be signed by hand or electronically.

Separately purchased Service(s) Options are ancillary contracts to the Agreement. They shall follow the regime of the latter, unless otherwise stated in the said contracts.

ARTICLE 4 – SUBSCRIPTION OF THE CONTRACT

4.1. Due diligence

The signing of the Contract is subject to the provision of the following information and supporting documents by the Client to ALLOPASS:

For natural persons established in France:

- (i) identity of the natural person: surname [AA], first name [AB], postal address [AC1, AC2], postal code [AC3], city [AC4], country [AD], email address [AE1], mobile telephone number [AF1];
- (ii) copy of the front (identity card or passport) of a valid identity document [AG1], a 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, postal or savings bank statement) in the name of the natural person [AJ].

For legal entities established in France:

- (i) identity of the legal entity: company name [DA], sector of activity [DB], registered office address [DC1, DC2], postal code [DC3], city [DC4], country [DD], registration number of the Trade and Companies Register (or equivalent) [DE], institutional website [DF];
- (ii) K-bis extract less than three (3) months old from the legal person [DG];
- (iii) a copy of the up-to-date articles of association of the legal entity [DI];
- (iv) a copy of a document justifying the name and role of the legal representative of the legal entity [DJ];
- (v) a copy of a document proving the name and role of the signatory of the contract(s) [DK];

(vi) for the legal representative:

- name [BA], first name [BB], postal address [BC1, BC2], postal code [BC3], city [BC4], country [BD], email address [BE1], mobile phone number [BF1];
- copy of the front (identity card or passport) of a valid identity document [BG1], a copy of the 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 to the contract(s):

- surname [CA], first name [CB], postal address [CC1, CC2], postal code [CC3], city [CC4], country [CD], email address [CE1], mobile phone number [CF1];
- copy of the front (identity card or passport) of a valid identity document [CG1], a 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, postal or savings bank statement) in the name of the legal entity [DL];

For associations or charitable foundations established in France:

(i) identity of the charity or foundation: company name [EA], registered office address [EC1, EC2], postal code [EC3], city [EC4], country [ED], corporate website [EF];

(ii) a copy of the publication in the JOAFE or a receipt of the declaration of creation of the association issued by the Administration [EH];

(iii) a copy of the current Articles of Association [EI];

(iv) a copy of the document proving the name and role of the legal representative(s) of the charity or foundation [EJ];

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

(vi) for the legal representative:

- name [BA], first name [BB], postal address [BC1, BC2], postal code [BC3], city [BC4], country [BD], email address [BE1], mobile phone number [BF1];
- copy of the front (identity card or passport) of a valid identity document [BG1], a copy of the 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 to the contract(s):

- surname [CA], first name [CB], postal address [CC1, CC2], postal code [CC3], city [CC4], country [CD], email address [CE1], mobile phone number [CF1];
- copy of the front (identity card or passport) of a valid identity document [CG1], a 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, postal or savings bank statement) in the name of the association [EL];

For natural persons established outside France:

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

For legal entities established outside France:

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

For associations or charitable foundations established outside France:

The information and supporting documents to be provided by the Client, association or charitable foundation established outside France are the equivalents specific to his country of the documents requested from the Customers, association or charitable foundation established in France listed above.

As ALLOPASS is required to periodically update the Client's situation, the Client must make all documents available to ALLOPASS upon simple request by e-mail, a non-response resulting in the possibility for ALLOPASS to block the payments, and then to 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 of the Contract is effective:

- either the signature (handwritten or electronic) of these T&Cs and the Order Form or Quotation by the Client,
- or the validation (when the Clients access the Customer accounts on the ALLOPASS tools) of the T&Cs and the Order Form or Quotation by the Client.

The subscription of the Contract implies the full and complete acceptance of the T&Cs and the Order Form or Quote.

ALLOPASS reserves the right to refuse 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 the subscription of the Contract, requests may be made either online via his customer account, or by e-mail to sales@allopas.com, ALLOPASS having to acknowledge receipt of the said requests to validate that they have been taken into account.

ARTICLE 5 – TELEPHONE NUMBER-BASED SERVICE

ALLOPASS means a geographical number, a free VAS+ number or a premium rate VAS+ number.

Depending on the country, ALLOPASS can provide long or short numbers.

Also depending on the country, ALLOPASS can provide VAS+ numbers with a premium rate for generalists or reserved for adult content.

Voice services can be accessed from a landline or mobile.

In the event of a call to premium rate VAS+ numbers, the amounts are charged directly to the telephone bill of the User's operator.

In the event of calls to VAS+ toll-free numbers, the Customer will be responsible for the cost of collecting calls and the service provided by ALLOPASS.

5.1. Opening of the Service

The opening of a Voice Service is subject to the availability of number(s) at ALLOPASS or to the reservation of a number(s) with the Regulator, to its opening with an Operator or an Aggregator, or to the Inbound Portability of the number(s) already operated by the Customer 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 the Client's account. These number(s) are an integral part of the Contract and are accepted without reservation.

Depending on the Target Country [AI], the Client must:

- Indicate your preference for assigning a [IE] number as well as the use that will be made of it [IF] with the possible values [IF] = ALL for all types of uses except sexy, [IF] = Sexy for sexy content.
- Choose the amount charged to the User when making a call to a premium rate VAS+ number [IG].
- Indicate whether any Content will be associated with the [IH] Service or whether calls will need to be routed on Content provided by Customer or a third party.

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

5.2. Codes courts

ALLOPASS can provide short codes (for example in France 3BPQ or 118 XYZ).

The Merchant is aware that the opening and closing of the file will have to be submitted to the regulator and the collection operator or aggregator.

ALLOPASS has set up two packs:
- Shortcode opening pack: [SM07]
- Shortcode closure pack: [SM08]

5.3. Inbound Number Portability

At the Client's request, ALLOPASS may initiate a request for Inbound Portability of [ID] number.

ALLOPASS will have a simple obligation of means because this request will only be possible in the event of acceptance of an Outbound Portability by the Customer's former Service provider. In the event of refusal by this Service provider to carry out an Outbound Portability, the Client acknowledges that it is in his business to obtain the authorisation to carry out an Outbound Portability from his former Service provider and must provide proof of this before ALLOPASS makes a new attempt at Inbound Portability.

5.4. Call collection

5.4.1. Collection of Calls on Business Geographic Numbers

At the Customer's request, the Client will be assigned one or more geographic numbers that can be used as business numbers. In the event of a call to commercial geographic numbers, by definition, no repayment will be made by ALLOPASS. The Client acknowledges and accepts that these numbers may be linked to the Smart Network of the collection operator chosen by ALLOPASS and therefore entail operating costs [IQ] which will be re-invoiced by ALLOPASS to the Client.

At the Customer's request, the Client may specify the desired mnemonic quality of the [IC] number and ALLOPASS will do everything possible to satisfy the request, with no guarantee of success.

5.4.2. Call Collection on VAS+ Numbers

At his request, the Client will be assigned one or more free or premium rate VAS+ numbers, defining (according to the possibilities offered by the Operators and/or Aggregators) [ID] the desired rates:

- Typology of the [IB] number, with [IB] = Pay for an SVA+ number, [IB] = Freephone for a toll-free number or [IB] = DID for a geographical number.
- User-per-call cost (also known as pay-per-service) [IG]
- User cost per duration [IG]
- Mixed User Cost (both per call and per duration) [IG]

At the Customer's request, the Client may specify the desired mnemonic quality of the [IC] number and ALLOPASS will do everything possible to satisfy the request, with no guarantee of success.

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

5.4.3. Collecting Calls on VAS+ Numbers Associated with a Pool

As the Client's communication does not take place directly on an SVA+ 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 [GI]. This information will be specified in the Order Form or Quote.

5.4.4. Collection of calls on VAS+ numbers from the DOMs

French regulations require ALLOPASS to collect calls from overseas departments.

All VAS+ numbers are affected, without exception.

The additional collection cost depends on the VAS+ Number Collection Operator. It can consist of a cost at call set-up, followed by a cost per minute. ALLOPASS will re-invoice the Client on a euro basis without applying a margin.

In the case of a MER (Mise En Rapport) service, the cost of outgoing calls to a number located in a DOM will also be invoiced to the Client on a euro-by-euro basis without applying a margin.

5.4.5. Content

5.4.5.1. Service with Content

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

The list of Content provided by ALLOPASS upon request by e-mail to sales@allopas.com

5.4.5.2. Service with Animated Content

Some Services can 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 the VAS+ number; applicable in this regard and more particularly to comply with any new legal obligations. As such, the Client guarantees to comply with the obligations incumbent on him and to release ALLOPASS from any liability.

The terms of use of such Animated Content will be set forth in the Order Form or Quotation [IT] and [IJ].

5.4.5.3. Service without Content

The Client is not obliged to use any Content provided by ALLOPASS. In this case, the number(s) are said to be bare. The Client shall provide ALLOPASS with the destination number(s) (or SIP address in case of IP routing possibility) for call routing [IK]. Routing conditions will be defined in the Purchase Order or Quote.

5.4.6. Outbound Call Quality

In the context of the use of a service generating outgoing calls (or collecting incoming calls) from so-called animation personnel (such as a psychic), the Client makes problems with the quality of the telephone lines used by its staff or by those of the supplier.

It is therefore understood that calls made from abroad, made from SIP telephones, made from internet boxes may lead to a qualitative reduction in telephone conversations (including call interruptions) and ALLOPASS cannot be held responsible for these situations.

5.4.7. Recording conversations

The Client has the right to activate the recording of Users' telephone conversations with its consultants in the context of the provision of Services with Animated Content. This possibility allows the Client to activate the recording of one or more uses of the Interactive Service for a specified period of time.

Also, the Client has the option of retrieving these recordings in the form of files that can be downloaded by him alone on the ALLOPASS platform. As the files have a limited operating life, they will be destroyed and deleted from the ALLOPASS servers once their period of use has expired.

The registration option is activated under the sole responsibility of the Client. As ALLOPASS makes the recordings on behalf of the Client, it cannot be held liable for the said recordings.

The Customer 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. As such, the Client guarantees that he has completed the formalities and complied with the obligations incumbent on him and releases ALLOPASS from any liability.

5.5. Closure of the Service

To cancel a Service based on a number(s), the Customer must inform ALLOPASS that he wishes to return this number(s) by e-mail to sales@allopas.com, ALLOPASS having to acknowledge receipt of the said e-mail to validate that it has been taken into account.

An Outbound Portability request, whether or not it is accepted by ALLOPASS, triggers a de facto Commercial Closure of the number(s) concerned.

The Client acknowledges that he must continue to bear any costs that will run until effective termination with ALLOPASS, the Regulator, the Operator or the Aggregator who made the number(s) available to the Client [SC02], [SC03].

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

5.6. Outbound Number Portability

The Customer may exercise his/her right to Outbound Portability of his/her VAS+ number to a new Service Provider.

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

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

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

ARTICLE 6 – SERVICE BASED ON AN SMS+ SHORT CODE

An SMS+ service consists of an SMS+ [JF] short code associated with one (1) or more [JG] keyword(s). When all keywords are available, the Order Form must contain * (star).

The Short Code can be Dedicated to the Client (it is the only one to exploit all the Keywords) or Shared (it exploits only part of the Keyword(s), other customers exploit 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 [JA], the Client must:

- Indicate the destination audience of the service [JB], with JB = ALL for any audience (without sexy) or Sexy (Sexy public only).
- Choose the amount invoiced to the User when issuing an SMS-MO [JC]
- Choose the amount invoiced to the User when receiving an SMS-MT [JD]
- Indicate whether any Content will be associated with an ALLOPASS Service or whether SMS-MO will have to be routed on Content provided by the Client or by a third party [JH].

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

6.2. Dedicated Short Code

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

The Client is informed that this may lead to a delay (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 remunerative traffic can be carried out.

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

6.3.1. Opening of a Shared Short Code Donation Service

The conclusion of an SMS+ donation service is subject to ALLOPASS's ability to provide the Service and the acceptance of the file by the Regulator of the target country.

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

This information will be set out in the Order Form or Quote.

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 the acceptance of the file by the Regulator of the target country.

The Client must define the amounts of donations made by Users that will be associated with each Keyword [JD] and [JG].

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

6.4. Closure 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 Customer must inform ALLOPASS that he wishes to return the Short Code. The Client acknowledges that he must continue to bear any costs, which will run until effective termination with ALLOPASS, and the Mobile Operators or the Aggregator who have made the Short Code available to the Client [SM04].

The cancellation request is made by e-mail to sales@allopas.com, ALLOPASS having to acknowledge receipt of the said e-mail to validate that it has been considered.

6.5. Adaptation to traffic

The Platform is configured to hold a load on SMS+ services with a standard throughput of one (1) SMS per second. The Client is invited to contact ALLOPASS at least thirty (30) days before a planned operation to report any communication operation that may require the implementation of a specific exceptional dimensioning. The costs of this operation invoiced by the Operators and/or Aggregators will be re-invoiced to the Client.

6.6. Content

6.6.1. Service with Content

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

The list of Content provided by ALLOPASS upon request by e-mail to sales@allopas.com

6.6.2. Service with Animated Content

Some Services can 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 SMS+ short code; applicable in this regard and more particularly to comply with any new legal obligations. As such, the Client guarantees to comply with the obligations incumbent on him and to release ALLOPASS from any liability.

The terms of use of such Animated Content will be set forth in the Order Form or Quotation [JH] and [JI].

6.6.3. Service without Content

The Client is not obliged to use any Content provided by ALLOPASS. In this case, [JH] will be assigned to EXTERN and [JI] will contain the URL where the MO SMS should be routed.

ARTICLE 7 – DCB-BASED SERVICE

A DCB service (such as I+ Mobile in France) is composed of a Store associated with one (1) or more amounts. The DCB Service must also be associated with fee-for-service payment, 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 Store with the Regulator, its opening with Mobile Operators or an Aggregator.

The Client must choose the payment types (fee-for-service payment and/or weekly or monthly subscription payment). It must also choose the amounts that can be paid by the User.

This information will be set out in the Order Form or Quote.

7.2. Opening a Donation Service

The conclusion of an I+ Mobile donation service is subject to ALLOPASS's ability to provide the Service and the 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 Store.

Only monthly subscriptions are available.

This information will be set out in the Order Form or Quote.

7.3. Closure of the Service

To terminate a Service based on a DCB Boutique (such as I+ Mobile in France), the Customer must inform ALLOPASS that he wishes to close it by e-mail to sales@allopas.com, ALLOPASS must acknowledge receipt of the said e-mail to validate that it has been considered.

The Client acknowledges that he or she must continue to bear any costs, which will run until effective termination with ALLOPASS, and the Mobile Operators or the Aggregator who have made the Store available to the Client.

ARTICLE 8 – SERVICE BASED ON A CB SHOP, PREPAID CARDS OR ELECTRONIC WALLETS

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

8.1. Opening of the Service

The opening of a CB Payment Service, payment by prepaid card or payment by electronic wallet is subject to the opening of a Store with ALLOPASS.

The Client must choose:

- Payment types (fee-for-service and/or weekly or monthly subscription payments),
- The amounts that may be paid by the User,
- The countries where the Store will be accessible,
- The types of credit cards, prepaid cards or wallets available.

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

8.2. Variation in costs of the CB Payment Service

The costs of the CB Payment Service may change independently of ALLOPASS's will, and ALLOPASS will pass on these cost variations to the Client. These changes will be communicated to the Client through one of the following means:

- Via email,
- Through a pop-up window when the Client logs into the web-based Back Office provided by ALLOPASS for the management and monitoring of their activities.

The Client will then have the freedom to either continue using this Service or discontinue its use.

8.3. Closure of the Service

To terminate a Service based on a CB Store, the Customer must inform ALLOPASS that he wishes to close it by e-mail to sales@allopas.com, ALLOPASS must acknowledge receipt of the said e-mail to validate that it has been considered.

ARTICLE 9 – SERVICE DE PUSH SMS

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

Pushes can be issued from a revenue-generating short code [JN] or from a generic push short code [JM].

Pushes can be informative or marketing (commercial proposal).

9.1. Opening of the Service

The opening of an SMS Push Service is subject to its opening with ALLOPASS.

The Client must choose the target countries (please note, International pricing is different from national pricing, just as DOM pricing is different from metropolitan pricing).

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

The Client acknowledges that he/she is 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 known as self-promotion (Call 3999 to find out your future, €3 / call + px of the call) which can be sent to Users from Monday to Saturday, from 8 a.m. to 10 p.m.

Depending on the country of destination, the price list will be made available by the sales department on request to sales@allopas.com or accessible directly from the Customer's account.

9.2. Price volatility

As the prices of the SMS Push Service are frequently subject to change (upwards or downwards), ALLOPASS will pass on these price variations to the Client.

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

- By e-mail,
- By a window that opens 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 no longer use it.

9.3. Closure of the Service

To terminate a Service based on Push SMS, the Client must inform ALLOPASS that he wishes to close it by e-mail to sales@allopas.com, ALLOPASS must acknowledge receipt of the said e-mail to validate that it has been considered.

ARTICLE 10 – DURATION, SUSPENSION, TERMINATION, ASSIGNMENT AND TERMINATION OF THE CONTRACT

10.1. Duration

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

10.2. Suspension

ALLOPASS reserves the right to suspend the Contract in whole or in part in the following cases, respecting, as far as possible and if the situation allows, a reasonable notice period:

- 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) are in Outbound Portability,
- In the event of partial or total non-payment of the sums due to ALLOPASS by the Client, forty-five (45) days after the invoice has been issued,
- In the event of Abnormal Traffic,
- In the event of a Default attributable to the Client in respect of at least one (1) Service,
- In the event of an abnormal promotion of the Service,
- In the event of inappropriate or non-compliant use of the Service,
- In the event of force majeure, as defined in Article 19 below,

- In the event of a court decision or opinion from any competent authority requiring or advocating the closure of the Service.

ALLOPASS will notify the Client of the reasons for the suspension of the Contract as well as its duration (fixed or indefinite) by any means.

In the event of suspension of the Contract, the sums corresponding to the Payouts will be deposited, for the period necessary to clarify the situation, in a ring-fenced account opened by ALLOPASS.

In the event that a Breach is identified by the Client as a result of the analysis of the facts of which it is accused, the provisions of Article 10.3.2 (Termination for Default) shall apply. In the absence of a Breach on the part of the Client, the suspension of the Contract will be lifted and any sums deposited will be released.

No indemnity or reparation of any kind whatsoever will be owed by ALLOPASS to the Client as a result of this suspension, and the Client will remain obliged to perform its financial obligations under the Agreement for the duration of the suspension.

In addition, if the duration of the suspension exceeds thirty (30) calendar days, ALLOPASS reserves the right to terminate the Contract at the fault of the Client, without prejudice to the damages to which ALLOPASS may be claimed.

10.3. Termination

10.3.1. Termination for convenience

Either Party may terminate the Contract of indefinite duration at any time, without cause or compensation, by giving three (3) months' notice, by sending a registered letter with acknowledgment of receipt addressed to the other Party, or by e-mail to sales@allopas.com, the receiving Party having to acknowledge receipt of the said e-mail to validate that it has been taken into account.

Where the Contract provides for a minimum commitment period, either 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 of a Breach by the Client of any of its contractual obligations, ALLOPASS reserves the right to terminate the Contract by sending an e-mail, unless the said Breaches are rectified within a maximum period of forty-eight (48) working hours from the sending of the e-mail.

However, ALLOPASS may also terminate the Contract by operation of law and without notice if its liability may be called into question due to a Breach by the Client of one of its essential obligations.

Any sums deposited by ALLOPASS will be considered as acquired by ALLOPASS as penalties, within the limits authorized by the laws in force.

Termination will be without prejudice to any damages to which ALLOPASS may be entitled.

10.3.3. Other Termination Cases

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 removal of the allocation of the payment method (Geographical number, free or surcharged VAS+ number, Short Code, Keyword, DCB or I+ Mobile store, credit card payment method, etc.) for reasons beyond the control of the Parties making it impossible to provide the Service under similar conditions,
- In the event of termination of contractual relations between ALLOPASS and one or more Operators and/or Aggregators and/or Payment Service Providers,

- In the event of an obligation for ALLOPASS to return means of payment to Operators and/or Aggregators,

- In the event that the Client makes changes to the 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 TAXES (€200 excl. VAT) per month, and this for at least three (3) consecutive months.

- In the event that an invoice made by ALLOPASS will be less than TWO HUNDRED EUROS EXCLUDING TAXES (200 €) per month, and this for three (3) consecutive months.

10.3.4. Special cases

- In the case of a Customer generating traffic of less than TWO HUNDRED AND FIFTY EUROS EXCLUDING TAXES (€250 excl. VAT) over twelve (12) months:

i) automatic deactivation of the password after a period of six (6) months,

ii) any request for access after this period will be invoiced FIFTY EUROS EXCLUDING TAXES (50 € excl. VAT), payable in advance,

iii) any account without traffic may be closed, at the discretion of ALLOPASS, at the end of a period of twelve (12) months, without compensation or notice.

- In the case of a Customer who has generated traffic (whose payment balance is in favor of the Customer) but has not generated revenue for twelve (12) months:

i) automatic deactivation of the password after a period of six (6) months,

ii) any request to reactivate the password will be invoiced FIFTY EUROS EXCLUDING TAXES (50 € excl. VAT) deducted from the Payouts,

iii) an account management fee of FIFTEEN EUROS EXCLUDING TAXES (€15 excl. VAT) per month will be applied from the first year without income,

(iv) If the account balance is reduced to zero as a result of the debits, the account will be automatically terminated.

If there is no longer any active Service for a period of twelve (12) months, the Contract becomes de facto terminable, without compensation or notice.

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 and written consent of ALLOPASS.

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

10.5. End of Contract

At the end of the Contract, and whatever the cause, the Client undertakes to stop using all the Services offered hereunder and more particularly to return or delete any element belonging to ALLOPASS that is still in its possession.

The termination of the Agreement will result in the Commercial Termination of the Service. Any traffic generated subsequently will not result in any Payout to the Client. However, the inherent costs (number cancellation periods, Short Codes, Shops opened specifically for the Customer) must be paid by the Client until their total termination.

ARTICLE 11 – COMMISSION, INVOICING, PAYOUTS, COSTS, AND RENEWABLE CASH RESERVE

11.1. Commission

ALLOPASS is responsible for collecting the sums deducted by the Operators or Aggregators from the Users in connection with the use of the Services and for paying them to the Client, less the Operators' and/or Aggregators' Commission, ALLOPASS and the sums reimbursed to the Users in the event of fraud or non-payment.

The amount of the Commission therefore corresponds to all the fees levied by ALLOPASS and by the various Operators and/or Aggregators as defined in the Order Form or the Quote.

In the event of a change in the pricing conditions between the Operators and/or Aggregators and ALLOPASS, the amount of ALLOPASS' 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 that opens when the Client connects to the Web Back Office provided by ALLOPASS for the management and monitoring of its activity.

The Client has the option of terminating the Service within one (1) month, without being able to benefit from any specific compensation. After this period, the Client is deemed to have accepted the new conditions.

The Client expressly refrains from being the source of the traffic resulting in Payouts. In the event of non-compliance with this clause, ALLOPASS reserves the right not to reimburse the Client for the sums collected, as this may be considered fraud, and to suspend or terminate the Contract under the conditions set out in Article 10.

11.2. Payouts

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

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

At the decision of ALLOPASS, and without it having to justify it, it is possible that the amounts collected by ALLOPASS will be repaid to the Client in their entirety, without deduction of the Commission. The Commission is then invoiced by ALLOPASS to the Client, it being specified that the costs of ALLOPASS's services and the Operators' services are invoiced including VAT.

In this case, the Client has a period of thirty (30) days from the issuance of the invoice to proceed with the payment of the sums reinvoiced by ALLOPASS. Any delay in payment will result in the payment of late payment penalties at a rate equal to two percent (2%) and a minimum fixed compensation of FORTY EUROS EXCLUDING TAXES (40 € excl. VAT) for collection costs, due by operation of law, without the need for a reminder. If the recovery costs actually incurred are higher than the lump sum of FORTY EUROS EXCLUDING TAXES (40 € excl. VAT), additional compensation may be requested upon justification.

11.3. Payout Terms and Conditions

The Client may make a request for a refund only if his balance (i.e. the balance of his account) is credited with at least FIFTY EUROS EXCLUDING TAXES (50 € excl. VAT). However, if the Client still wishes to make a payment request, ALLOPASS will then apply a fixed management fee of FORTY EUROS EXCLUDING TAXES (40 € excl. VAT).

The Client makes his/her Payout request via his/her customer area.

ALLOPASS will proceed with the requested Payment within a period that depends on the application (ALLOPASS or MEDIKIOSQUE) and the Service concerned.

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

11.4. Reserve Fund

As soon as traffic is generated by the Client, ALLOPASS carries out an analysis on the risks of non-payment and fraud. At the end of this analysis, ALLOPASS may (at its discretion) make the decision to create a reserve fund of up to fifty percent (50%) of the

Payouts. This will be intended to compensate for any non-payments (non-remittances) by Operators or Aggregators or to compensate for fraud. This fund will be gradually returned to the Client, as the months go by and the Operators or Aggregators fail to rebill due to non-payment and/or fraudulent reports.

11.5. Payouts on numbers

Payout is applied for each call made to a geographic number, a free VAS+ number or a premium rate VAS+ number.

For the Merchant, payouts (or costs) can be fee-for-service [IPM], term [IQM], or both [IPM] and [IQM].

For the content provider (synergy), payouts (or costs) can be fee-for-service [IPS], time-based [IQS], or both [IPS] and [IQS]. In the case of geographic numbers and VAS+ toll-free numbers, the Payout will be negative and will represent a cost for the Customer.

In connection with the payout deadlines of telecommunications operators or aggregators, a payout took place several months after the traffic had been carried out.

[IR1] is used to define the terms of payment.

The definition is based on traffic from January 1 to January 31.

- "Paid Apr. 30th 0%" indicates that the Merchant will be paid after receiving the funds by ALLOPASS. Therefore, there is no [IR2] cost to the Merchant.

- "Paid Apr. 1st 1%" indicates that the Merchant will be paid 30 days before the due date. [IR2] may optionally contain the actual percentage to be applied.

- "Paid Mar. 1st 2%" indicates that the Merchant will be paid 60 days before the due date. [IR2] may optionally contain the actual percentage to be applied.

- "Paid Feb. 1st 3%" indicates that the Merchant will be paid at the beginning of the month in which the traffic closes. [IR2] may optionally contain the actual percentage to be applied. In the case of premium rate VAS+ numbers, the Payout will be positive and will represent income for the Customer.

Unless otherwise stated in the Order Form, in the Quotation or in the Customer account, the Payout will take place thirty (30) days from the Client's request for payment for the ALLOPASS application and sixty (60) days from the Client's request for payment for the MEDIKIOSQUE application, subject to presentation of supporting documents at the request of ALLOPASS.

11.6. Payouts on numbers with volume target

It is possible to set volume targets in order to increase payout or decrease costs.

To do this, [IZ] must contain the target (e.g. "> 5000 calls") to trigger the reversal change. In this case, [IPM], [IQM] for the Merchant or [IPS] and [IQS] for the Content Provider will contain the new payout.

In cost cases, [IX] and [IV] can also be defined.

For example, a definition [IZ] must contain: <, >=, >, or >=, a numeric value (the threshold) and then the condition (calls or times).

11.7. Payouts and Costs 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 carried out on an SMS+ Short Code technically open on an Operator or Aggregator.

Unless otherwise stated in the Order Form, in the Quotation or in the Customer account, the Payout will take place thirty (30) days from the Client's request for repayment for the ALLOPASS application and sixty (60) days at the end of the period (bi-monthly) for the MEDIKIOSQUE application, subject to presentation of supporting documents at the request of ALLOPASS.

Either the Merchant has a payout at a constant rate [JJ] = ALL, for SMS MO [JK] and/or SMS MT [JL], or the Merchant has a payout specific to each operator. In this case, [JJ] = the name of the

operator, and [JK] and [JL] represent the payouts of the MO and MT SMS.

The Merchant has the possibility to make SMS Pushes, either from the short code, the price being defined in [JN], or from a generic short code, the price being then set in [JM].

11.8. Payouts on Short Donation Codes

In France, ALLOPASS shall proceed to the Repayment of the sums due to the Customer in advance within forty-five (45) days from the date of the last day of the traffic collected (for example: for traffic from 1 to 30 September, payment no later than 15 November), the funds collected by the Operator(s) being paid to ALLOPASS only after the date of Repayment.

By way of exception to the preceding paragraph, it is specified that for the Free Operator, the Repayment of the sums due to the Client is not made in advance but within thirty (30) days following the receipt of the funds collected.

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

11.9. DCB Payouts

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.

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

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

11.10. Payouts to DCB Donations

In France, ALLOPASS shall proceed to the Repayment of the sums due to the Customer in advance within forty-five (45) days from the date of the last day of the traffic collected (for example: for traffic from 1 to 30 September, payment no later than 15 November), the funds collected by the Operator(s) being paid to ALLOPASS only after the date of Repayment.

By way of exception to the preceding paragraph, it is specified that for the Free Operator, the Repayment of the sums due to the Client is not made in advance but within thirty (30) days following the receipt of the funds collected.

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

11.11. Deposits on credit card shop

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

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

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

11.12. Push Cost

The Repayment (negative and therefore it is invoicing) is applied for each SMS-MT issue made by ALLOPASS.

This information, as well as the invoicing deadlines, will be defined in the Order Form, in the Quotation or in the Customer account.

11.13. Butting Cost

The Payout (negative and therefore it is billing) is applied for each call made by ALLOPASS to all types of numbers, including toll-free numbers.

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

Depending on the country, the following costs may be defined in the Order Form:

- [IT] for calls made in the country [IA] from geographic or similar numbers.

- [UI] for calls made in the country [IA] from mobile numbers.

- [IV] for calls made from international (if permitted) and therefore from all countries except [IA]

- [IW] for calls from the French DOM (Overseas Departments).

via [IT] for any costs of collecting calls made from geographical numbers or similar numbers in the country defined by [IA], via

[IU] for any costs of collecting calls made from mobile numbers in the country defined by [IA],

11.14. Cost of Content and Cost of Animated Content

Customer may provide its own Content or use that of a third party. In the event that the Client wishes to use Content provided by ALLOPASS, it will be subject to invoicing.

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

The Client may also use its own Animated Content or that of a third party. In the event that the Client wishes to use Animated Content provided by ALLOPASS, it will be subject to invoicing.

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

11.15. Commercial Opening

ALLOPASS will only make a Repayment to the Client when the Commercial Opening is notified. This is valid regardless of the nature of the Service provided.

In the specific case of specific reservation of Number(s), Dedicated Short Code(s), DCB Store for the Customer, the latter acknowledges that he must assume the costs inherent in their opening.

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

11.16. Testing

After the Commercial Opening, ALLOPASS may be required to carry out tests allowing it to qualify the proper functioning of the entire Service provided on behalf of the Client.

These tests will not be paid out and may be deducted from the Payouts.

11.17. Penalties

Financial penalties are associated with a Default by the Client.

11.17.1 Failure observed by an Operator, Aggregator, Regulator and/or Payment Service Provider

Operators, Aggregators, Regulators or Payment Service Providers may be required to notify ALLOPASS of its Customer's Shortcomings.

The latter will then be notified by e-mail and must bring its Service into compliance within a period that is generally imposed by the person who notes the Breach, it being understood that ALLOPASS reserves the right to no longer make the offending Service available to the Client, or even to deactivate all the Services made available to the Client.

In the event that compliance is not carried out by the Client within the given period, resulting in the implementation of a financial penalty, ALLOPASS will re-invoice this penalty to its Client. The repercussion will be made by deduction from the Payouts and, if applicable, by additional invoicing.

ALLOPASS also reserves the right to double this penalty, for its own benefit, without having to justify its decision.

ALLOPASS also reserves the right to apply an additional penalty, in particular in the event of fraudulent practices by the Client of a particularly serious nature, including if the Client rectifies its Services after the notification made to it. ALLOPASS will define the severity of the Breach at its discretion.

Then, ALLOPASS reserves the right to terminate the Service(s) and/or the Contract under the conditions described in Article 10.3.2 above.

11.17.2. Failure observed by ALLOPASS

If it becomes aware of a Breach attributable to the Client, ALLOPASS reserves the right to act as an Operator, Aggregator, Regulator or Payment Service Provider and notify its Client of the Default by e-mail:

- either by giving it a limited period of time to remedy the situation, or
- or by directly applying a financial penalty, the amount of which will be set at the discretion of ALLOPASS.

ALLOPASS also reserves the right to terminate the Service(s) and/or the Contract under the conditions described in Article 10.3.2 above.

For example, the following are considered as Defaults: any measure to prevent the verification of compliance of the Service, a practice of spam, voice spam or bounce calls, a provision of Services other than those authorized or declared when subscribing to Service(s), routing traffic directly on the operator payment page (PPO) as in France on I+ Mobile, routing of Users from site(s) not declared when subscribing to Service(s) directly on a payment page, this list being non-exhaustive.

11.18. Change of Commissions and Billing of Services and Content

The commissions applicable to the Services, the Content and the related billings are those in force at the time of subscription of the Services. They are defined in the Order Form, in the Quotation when the Contract is subscribed or in the Customer account.

However, ALLOPASS reserves the right to modify commissions and billings at any time. ALLOPASS may inform the Client by one of the following means:

- By e-mail,
- By a window that opens when the Client connects to the Web Back Office provided by ALLOPASS for the management and monitoring of its activity.

The Client has the option of terminating the Service within one (1) month, without being able to benefit from any specific compensation. After this period, the Client is deemed to have accepted the new conditions.

11.19. Disputes

As soon as the Client receives the sums due to him, and regardless of the procedure chosen, the Client immediately proceeds to verify all the sums paid to him and report any anomaly. The Client undertakes to notify ALLOPASS, within fifteen (15) calendar days, of his/her disagreement.

The Client may notify ALLOPASS by the following means:

- By e-mail to sales@allopas.com (with confirmation of consideration by ALLOPASS),
- By registered letter with acknowledgment of receipt.

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

11.20. Customer Service

ALLOPASS provides its Customers with a mandatory after-sales service for consumers.

In this context, ALLOPASS customer support is required to deal with complaints from the Customer's consumers and to issue refunds.

When the cost of the refund is less than or equal to FIFTY EUROS EXCLUDING TAX (50 € excluding VAT), ALLOPASS will charge a flat fee of FIFTY EUROS EXCLUDING TAX (50 € excluding VAT).

When the cost is greater than FIFTY EUROS EXCLUDING TAXES (50 € excl. VAT) and less than or equal to ONE HUNDRED EUROS EXCLUDING TAX (100 € excl. VAT), ALLOPASS will charge a flat rate of ONE HUNDRED EUROS EXCLUDING TAX (100 € excl. VAT). These amounts will be deducted from the Customer's Payout or charged if the balance is insufficient.

11.21. Charge Backs

It is specified that, in the event that ALLOPASS receives, from an Operator or an Aggregator, unpaid invoices, ALLOPASS will re-

invoice the Client for these unpaid invoices up to eighteen (18) months.

When it comes to a payment solution dedicated to a Customer (VAS number+, SMS+ short code, I+ Mobile or DCB store, credit card payment, etc.), the rebilling will be done exclusively on that Customer.

In the case of a payment solution shared between several Customers, the re-invoicing will be carried out in proportion to the traffic carried out on the payment solutions (VAS number, SMS+ short code, I+ Mobile or DCB store, credit card payment, etc.) by each of the Customers.

ALLOPASS will be able to compensate with traffic waiting to be reversed. The end of commercial activity does not exempt the Client from reimbursing ALLOPASS for unpaid invoices sent by the Operators or Aggregators, even after the end of the commercial collaboration.

11.22 Renewable Cash Reserve

ALLOPASS reserves the right to request the establishment of a Renewable Cash Reserve by itself, with an amount of up to ten percent (10%) of the Client's monthly turnover. This Renewable Cash Reserve will be recorded in a dedicated account and released after a maximum period of six (6) months.

ALLOPASS will automatically utilize the Renewable Cash Reserve to cover any amounts owed by the Client, including unpaid transaction costs and/or costs associated with any negative balance of the Client if the current balance is insufficient.

ALLOPASS reserves the right, at any time during the contract period, following notification and with a notice period of fifteen (15) calendar days, to modify the percentage of the Renewable Cash Reserve.

ARTICLE 12 – ALLOPASS MICROPAYMENT APPLICATION

12.1. Means of payment

The ALLOPASS micropayment platform manages payments made using the following payment instruments:

- VAS+ payments (Audiotel): the User makes the payment by calling a premium rate telephone number;
- SMS+ payments (premium rate SMS): the User makes the payment by sending an SMS to a premium rate short number;
- Payments via Internet+ Box technology: the User makes the payment directly to his Internet Service Provider (ISP) under the subscription and billing conditions defined by his ISP ("ISP speed");
- Payments using 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 (Bank Cards): the User makes the payment by credit card;
- Payments by prepaid card or electronic wallet: the User makes payment by debit of the prepaid card or electronic wallet accepted by ALLOPASS ("prepaid card debit").

12.2. Principle of operation

For each payment made by a User, the ALLOPASS platform issues to the User a transaction identification code (hereinafter referred to as the "CODE") that the User enters on the page of the Client's website containing the ALLOPASS API payment script or request to finalize 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 payment platform validates the CODE entered, the User is redirected to the page of the Client's website allowing 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 payment platform which indicates that the code entered is not valid.

A transaction results in:

- the issuance of a single CODE by the payment platform;
- a one-time payment to the Client.

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

12.3. Terms of payment

12.3.1. Fee-for-service

The payment platform allows the Client to obtain the collection of transactions invoiced on a fee-for-service basis, which can be defined as the acquisition of content, goods and/or services payable in one go. Each content, goods and/or services of the Client is subject to an invoice defined by the Client and under the Client's sole responsibility.

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

- access the content, goods and/or services sold one or more times;
- access, for a specified period of time, the contents, 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 parameters defined by the Client will be associated with the CODE issuance and recognition system. In the event that the Client has provided the User with the possibility of accessing the content, goods and/or services on several occasions, it will be sufficient for the User to re-enter the CODE each time the content, goods and/or services marketed by the Client are consulted. As soon as the number of consultations authorized by the Client has been reached, the authorization related to the CODE will be revoked. Only the first entry of the CODE is repaid, the other entries do not constitute new transactions.

Funds relating to fee-for-service transactions validly carried out by Users are recorded, for information purposes, on the Client's private interface (hereinafter "ALLOPASS ACCOUNT").

12.3.2. Pay-per-term

The payment platform allows the Client to obtain the collection of transactions invoiced by the time spent. This payment method is only available for SVA+ payments, which are the only ones that allow for overbilling over time. The rate of communication with 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 website (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 necessary synchronizations between the ALLOPASS platform and the Client's website, the actual total time spent viewing the content, goods and/or services marketed by the Client may differ slightly from the duration of the call with the premium rate telephone service.

The funds relating to the purchase transactions validly made by the Users are recorded, for information purposes, on the Client's private interface (hereinafter "CUSTOMER ACCOUNT").

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

Pay-per-term with "Immediate Access":

- A transaction identification code is provided to the User. They are asked to dial a premium rate phone number in order to validate and activate this transaction identification code. It is

then automatically redirected to the first page of the content, goods and/or services marketed by the Client;

- The User must remain on the line with the premium rate number for the duration of his/her consultation/use of the Client's content, goods and/or services, and this simultaneously;
- As soon as the User cuts off communication with the premium rate telephone service, the ALLOPASS platform revokes the Client's access to content, goods and/or services. The User is automatically redirected to an exit page of the Client site.

Pay-per-view with "Deferred Access":

- A transaction identification code is provided to the User. They are asked to dial a premium rate phone number in order to validate and activate this transaction identification code.
- The CODE is associated, by the CODE issuance and recognition system, with a time credit equal to the duration of the User's communication with the premium rate 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 issuance of the CODE. The User will be able to use his/her time credit in one or more visits.
- Each time the CLIENT's content, goods and/or services are consulted, the User must re-enter the CODE so that the ALLOPASS platform can verify the validity of the CODE. The platform verifies 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 the Client's access to content, goods and/or services. The User is automatically redirected to an exit page of the Client site.
- Only the purchase of the time credit constitutes the transaction giving rise to a refund to the Client. This transaction is accounted for in favour of the Client as soon as the premium rate telephone call that allowed the purchase of the time credit to be completed. The subsequent use of the CODE to access the Client's contents, goods and/or services is only 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 for a subscription "PASS ASUBSCRIBE"

The payment platform allows the Client to obtain the collection of subscription formulas (hereinafter "PASS ASUBSCRIBE") 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 the SVA+ Payment and the 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 SUBSCRIBER PASS to the use by the User of one of the payment instruments in compliance with a maximum ceiling of FIFTY EUROS EXCLUDING TAXES (50 € excl. VAT) per month.

The characteristics of the SUBSCRIBER PASS will be associated with the CODE issuance and recognition system.

Each time the CLIENT's content, goods and/or services are consulted, the User must re-enter the CODE so that the ALLOPASS platform verifies that the SUBSCRIBER PASS is valid:

- If the SUBSCRIBER PASS is valid, the User is redirected to the content or service of the Client's website.

- If the SUBSCRIBER PASS has expired, the User will be informed. The User is automatically redirected to an exit page of the Client site.

The Client may invoice:

- part of the content, goods and/or services by PASS ASUBSCRIBER and - certain contents, goods and/or services determined by payment "on a fee-for-service" basis.

Only the purchase of the SUBSCRIBER PASS constitutes the transaction giving rise to a refund to the Customer. This transaction is recorded for the benefit of the Customer as soon as the SUBSCRIBER PASS is purchased and the CODE is issued. The subsequent use of the CODE to access the Client's contents, goods and/or services is only a technical service ancillary to the

payment which does not give rise to the collection of additional funds for the benefit of the Client.

Funds relating to PASS SUBSCRIBER purchase transactions made by Users are posted to the Customer's ALLOPASS ACCOUNT.

12.3.4. Payment upon access to the Client's site: the "ACCESS TICKET"

The payment platform allows the Client to charge a single fee for access to its 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 the SVA+ Payment and the SMS+ Payment.

The Client defines the price of this ACCESS TICKET and its 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, in compliance with a maximum ceiling of FIFTY EUROS EXCLUDING TAXES (50 € excluding VAT).

The ACCESS TICKET is for single use only.

The characteristics of the ACCESS TICKET will be associated with the CODE issuance and recognition system.

When the User enters the CODE, the ALLOPASS platform verifies the validity of the ACCESS TICKET:

- If the ACCESS TICKET is valid, the User is redirected to the content or service of 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 site. Funds relating to ACCESS TICKET purchase transactions made by Users are posted to the Client's ALLOPASS ACCOUNT.

ARTICLE 13 – ALLOPASS' COMMITMENTS AND RESPONSIBILITIES

13.1. Liability in relation to the Operators

By definition, if the Operator or Aggregator experiences a technical incident, ALLOPASS cannot be held responsible for the situation, which excludes any claim for financial compensation. However, ALLOPASS is responsible, when it becomes aware of a malfunction, to alert the Operator and/or the Aggregator of the situation by all possible means (e-mail, opening of an incident ticket, etc.)

13.2. Liability in connection with the Content

The Client may:

- Not to use Content provided by ALLOPASS (and in this case use Content published by itself or by a third party of its choice),

- Use Content provided by ALLOPASS or by a service provider chosen by ALLOPASS.

ALLOPASS is only liable for the Content in the event that it is provided by itself (or by a service provider chosen by ALLOPASS).

13.3. Customer Support Service

Throughout the duration of the Contract, ALLOPASS will provide the Client with a technical assistance 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 customer assistance service by:

- via the form:

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

- by e-mail: merchant-support@mobiyo.com

- by phone: 05 32 104 504

13.4. User Support Service

Throughout the duration of the Contract, ALLOPASS will provide Users with a support service, in French and English; able to process Users' requests according to the Client's instructions.

This service may process refund requests, assist Users in the use of the Services, etc.

The objective is to resolve any problems before Users are required to contact the Operators and/or the Regulator.

This service is authorized to issue refunds to dissatisfied Users. The amounts of the refunds made will be deducted from the Client's Payouts.

When analyzing a User request, if the problem is not with ALLOPASS, ALLOPASS support will then send the Customer a request. The Client then has forty-eight (48) working hours to process the User's request.

In the event of non-response (automatic replies are not considered as a relevant response to the User), ALLOPASS reserves the right to invoice the Client (in addition to the Refund) for each processing of a Refund up to FORTY EUROS EXCLUDING TAXES (40€ excl. VAT) per transaction.

In addition, if ALLOPASS's User Support service is confronted with an abnormal number of complaints (at ALLOPASS's sole discretion), ALLOPASS reserves the right to invoice the Customer (in addition to the Refund) for each processing of a Refund up to FORTY EUROS EXCLUDING TAXES (€40 excluding VAT) per transaction.

This processing fee may be deducted from the Payouts or may result in additional billing.

Users can reach the user support service:

- via the form: <https://www.allopass.com/allopass/user-support/>

- by e-mail: customer-support@mobiyo.com

- by phone: 01 71 25 55 55

13.5. Non-Solicitation Undertaking

ALLOPASS expressly refrains from soliciting, soliciting or attempting to divert current and future customers from an ALLOPASS Customer Aggregator.

However, it is expressly agreed that this prohibition will not apply in the event that ALLOPASS is able to demonstrate, by any means, that the customer has decided to engage with ALLOPASS autonomously, without any canvassing or solicitation action having been exercised by ALLOPASS towards the said Client.

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 if the Content is provided by ALLOPASS.

The Client shall therefore be liable for any damages, direct or indirect, material or immaterial, that he or his Users may have suffered as a result of the Content. As a result, the Client will be solely responsible for any dispute between it and a third party, for information presented on its website or its Content. Finally, the Client is solely responsible to Users in the event that the Content it offers does not correspond in its nature, quality or quantity with the offer and advertising it has made.

14.2. Communication from the Client

In the event of unusual communication (e.g. in terms of a significant increase in advertising volume), the Client undertakes to inform ALLOPASS with thirty (30) days' notice. In the event of non-compliance, the Client is liable to penalties in the event of traffic saturation leading to a significant decrease in the quality of the services provided by ALLOPASS.

These penalties will be defined in the Order Form, in the Quotation or in the Customer account.

14.3. Misleading or unethical communication from the client

The Client undertakes to communicate with Users without deception on the nature of the Service(s) and on the related pricing. In the event of non-compliance by the Client with its commitments, ALLOPASS reserves the right to note the Breach and to apply the inherent actions (10.3.2. Termination for Default and 11.17. Penalties)

14.4. Tax Receipt Requirement

When the subscribed Service so requires, the Client is responsible for issuing the tax receipt to the attention of the User, in accordance with the applicable regulations in this area. To this end, ALLOPASS will provide the Client with the information necessary for the issuance of the said tax receipt. The Client shall refrain from using the information obtained for any reason other than the issuance of the said tax receipt.

14.5. Obligations relating to the Website

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

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

The Client undertakes to comply with the regulations in force and more specifically:

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

It undertakes not to offer any content or services on its Website:

- contrary to public order, the law and morality;
- directly or indirectly insulting, defamatory, racist, xenophobic, homophobic, revisionist or damaging the honour or reputation of others;
- inciting directly or indirectly discrimination or hatred of a person or group of persons on account of their origin, sexual orientation, membership or non-membership of a particular ethnic group, nation or religion,
- threatening a person or group of persons,
- of a zoophile nature, paedophile, offering or inciting prostitution or escort services,
- of a urological or scatological nature, trading or inciting trade in the elements and products of the human body,
- degrading or undermining the human person, his dignity or integrity,
- inciting the commission of an offence, crime or act of terrorism or advocating war crimes or crimes against humanity,
- inciting suicide,
- offering or offering online gambling and betting services that are not authorised by regulation,
- allowing third parties to directly or indirectly obtain (i) software that has been modified or distributed without authorization or license, (ii) serial numbers of software obtained without authorization, (iii) software that allows intrusion into computer, telecommunications and automated data processing systems, (iv) viruses and other logic bombs;
- allowing third parties to directly or indirectly obtain illegal substances or products,

- which would be in breach of the private nature of correspondence,
- which would be confidential by virtue of a legislative measure or a legal act (and in particular, internal, insider trading or professional secrecy information),
- that 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 element of its Website.

The Client undertakes not to include on its Website hypertext links directly or indirectly to pages disseminating illegal elements. In the event of non-compliance by the Client with its commitments, ALLOPASS reserves the right to note the Breach and to apply the inherent actions (10.3.2. Termination for Default and 11.17. Penalties).

The Client is solely responsible for the Content of its Website. Under no circumstances can ALLOPASS be held liable in the event of non-compliance by the Client 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 Quote. In the event of non-compliance with this obligation by the Client, ALLOPASS reserves the right to initiate legal proceedings and apply financial penalties to the Client.

The Client undertakes not to make any statements or actions likely to damage the image, name and/or reputation of ALLOPASS.

The Client undertakes not to infringe the rights held by ALLOPASS. In particular, it is prohibited from any reproduction or adaptation of all or part of the hardware and software elements composing the Service.

The Client shall not sublet the Service(s) provided under the Contract.

The Customer undertakes to inform ALLOPASS of any change concerning his identity and address (Article L 224-46 I, 1st paragraph of the Consumer Code).

The Client undertakes to provide ALLOPASS with all the information relating to the Services offered for each number operated, and to inform ALLOPASS of any change concerning this information (Article L 224-46 I, 2nd paragraph of the Consumer Code).

If the requested information is not transmitted or if it is not up to date, pursuant to Article L 224-46 II of the Consumer Code, ALLOPASS may suspend the Service that does not meet these criteria and, in the event of repetition, terminate the Contract.

14.7. Responsibilities

In the event that ALLOPASS is sought to be held liable by a third party for any reason whatsoever due to a breach attributable to the Client, the Client undertakes to indemnify ALLOPASS at first request for any fine imposed and any reasonable costs incurred for the defence of ALLOPASS (including reasonable attorneys' fees and reasonable expert fees).

ARTICLE 15 – STATISTICS

15.1. Statistics used

Throughout the duration of the Contract, only the statistics provided by ALLOPASS will serve as a basis and will be retained for the accounting of payments and for the implementation of the Repayments made to the Client, which the Client accepts without reservation.

ALLOPASS keeps all information related to the Commissions received by ALLOPASS for the duration of the applicable legal period. ALLOPASS allows the Client to access this information presented in the form of monthly summaries (downloadable and printable) 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 statistics valid 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 credit card: the statistics of the banking service provider with whom the distance selling contract is opened that has collected the transactions in question.

Exceptionally, in the case of the use of a shared means of payment, only ALLOPASS statistics will be retained since, by definition, ALLOPASS is the only one with the capacity to provide them.

ARTICLE 16 – FIGHT AGAINST FRAUD AND MONEY LAUNDERING, DISPUTE PAYMENTS

16.1. Fight against fraud and money laundering

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

Any violation by one of the Parties of the regulations on the fight against fraud and the fight against money laundering constitutes a breach of particular seriousness resulting in the termination of the Contract under the conditions mentioned in Article 10.

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

When the holding party is ALLOPASS, the sums concerned are deposited in a ring-fenced account opened by ALLOPASS.

16.2. Fraudulent payments

In the event of fraudulent payment by a User, linked to the theft of a mobile phone, the hijacking of an operator telephone line or an operator number and, more generally, in the event of fraud relating to an element over which ALLOPASS has no control, no Repayment will be made to the Client.

In the event that the amount in question has already been accounted for by ALLOPASS or has already been paid to the Client, the Client agrees that the corresponding amount may be deducted from the amount of his Payouts or paid to ALLOPASS, regardless of the date of the fraud.

In the event of suspicion of 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 it is lifted. ALLOPASS will then proceed to the Repayment of the amounts withheld.

ARTICLE 17 – INTELLECTUAL PROPERTY

The Platform as well as all content, texts, databases, graphics, software, applications, scripts, APIs, visual and audiovisual elements that compose them are the exclusive property of ALLOPASS and are protected by intellectual property law.

In general, neither Party acquires any intellectual property rights under the Agreement over any element belonging to the other Party.

The Client undertakes not to remove the mention of the ALLOPASS brand from any element that would be made available to him by ALLOPASS.

ARTICLE 18 – PERSONAL DATA – GDPR

18.1. Customer's personal data and use of cookies

ALLOPASS collects and processes the Customer's personal data in order to enable the Customer to subscribe to the Service, access their ALLOPASS account and obtain payment of payments collected by ALLOPASS pursuant to the Contract. This data is collected for the duration of the Client's use of ALLOPASS services and for a period of five (5) years thereafter. They are kept in France in a secure technical environment.

In accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data ("GDPR"), the Client has the right to access, rectify and withdraw the personal data that it has communicated to ALLOPASS.

For the purposes of its activities and services and in particular to facilitate their proper functioning, the Platform uses a system of cookies. These cookies may contain data relating to the identification and navigation of the Customer on ALLOPASS websites and services.

The Client has the option of blocking or deleting cookies through 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 the right to access his/her personal data via his/her ALLOPASS account. They can also contact ALLOPASS via the following address privacy@allopas.com. ALLOPASS informs the Client that it will communicate any data required by a judicial or administrative authority.

18.2. Processing of personal data

The Parties are informed that the provision of payment services via the Platform concerns 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 regard, 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 as well as the use of service providers.

ALLOPASS only acts as a data processor within the meaning of the legal provisions relating to the protection of Personal Data. To this end, ALLOPASS guarantees that it has the technical and organisational skills necessary to carry out the services entrusted to it by the Client in compliance with the obligations set out in this article and only for the perimeter.

ALLOPASS may only process Personal Data in strict compliance with this article. As such, Personal Data may not be subject to any operation other than those provided for herein. Therefore, in the context of the execution of the Contract, ALLOPASS will act exclusively on behalf of the Client, on the basis of the stipulations of this article and the sole instructions of the Client, in accordance with these Terms and Conditions.

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

18.2.1. Obligations of the Client

As data controller, the Client undertakes to:

- read the conditions for processing personal data mentioned in the Order Form or Quote and, if necessary, complete them and return them to ALLOPASS electronically;
- document in writing any instructions concerning the processing of Data by ALLOPASS;
- know and master the obligations imposed by the GDPR that apply to them and only request the help of ALLOPASS if they have the capacity to provide the requested information;
- ensure, prior to and throughout the duration of the processing, that ALLOPASS complies with the obligations set out in the GDPR under the conditions of Article 18.2.7; and

- Supervise the processing, including carrying out audits and inspections with ALLOPASS under the conditions of the article.

18.2.2. Obligations of ALLOPASS

As a subcontractor, ALLOPASS undertakes to:

- process the Data only for the sole purpose(s) that is/are the subject of the subcontracting, in accordance with the provisions of the Contract;
 - process the Data in accordance with the Client's documented instructions. If ALLOPASS considers that an instruction constitutes a violation of the GDPR or any other provision of European Union law or the law of the Member States relating to data protection, it shall immediately inform the Data Controller. In addition, if ALLOPASS is obliged to transfer Data to a third country or to an international organisation, under 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 relevant law prohibits such information for important reasons of public interest;
 - guarantee the confidentiality of the Personal Data processed under the Agreement, in accordance with the provisions of the confidentiality clause;
 - not to exploit or use, within the limits of its legal obligations provided for in Article 18.2.10., the Personal Data that may be stored or hosted, even temporarily, in the context of the provision of the payment platform for its own needs or on behalf of third parties;
 - ensure that any person authorised to process Personal Data under the Agreement:
 - undertakes to respect confidentiality or are 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;
 - make its contact person dedicated to Data Protection accessible to the Client at the address privacy@allopas.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., to:
- carrying out data protection impact assessments;
 - 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 or hosting of the Data.

18.2.3. Security measures

Within the framework of the Contract, ALLOPASS will implement the necessary measures to protect the Personal Data that may be stored or hosted, even temporarily, in the context of the contractual services, against accidental or unlawful destruction, accidental loss, alteration, unauthorised dissemination or access, in particular in the context of the transmission of Data, as well as against any other form of unlawful processing.

ALLOPASS undertakes to implement the following security measures:

- the means to ensure the ongoing 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 the processing.
- ALLOPASS undertakes to maintain its resources throughout the execution of the Contract and, failing that, to inform the Client as soon as possible. In any case, ALLOPASS undertakes, in the event of a change in the means to ensure the security and confidentiality of the 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 dedicated to the protection of personal data, i.e. the DPO or, in the absence of such communication by the Client, to the e-mail address provided by the Client at the time of creation of his/her account, of any Personal Data breach within a maximum period of two (2) working days after becoming aware of it, namely, any breach of security resulting accidentally or unlawfully in the loss, alteration, disclosure or unauthorized 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 Personal Data breach to the data subject as soon as possible, when this 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 data subjects' rights

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

To the extent possible, ALLOPASS undertakes to help the Client to fulfil its obligation to comply with requests to exercise the rights of data subjects under the legislation in force.

In the event that the persons concerned exercise their rights directly with ALLOPASS, ALLOPASS undertakes to forward these requests to the Client, as soon as it has become 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 at the time of creating their 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 Data Controller, including:

- the name and contact details of the Client on whose behalf they are acting, any subcontractors 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, documents attesting to the existence of appropriate safeguards;
- to the extent possible, a general description of the technical and organizational security measures, including, but not limited to, as appropriate:

- encryption of Personal Data;
- means to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- means to restore the availability of and access to Personal Data in a timely manner 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 the processing.

ALLOPASS undertakes to make available to the Client, at its request, the documentation necessary to demonstrate compliance with all its obligations and to enable audits, including inspections, to be carried out by the Client or by another auditor it has appointed, and to contribute to these audits. In the event of an audit, the Client undertakes to notify ALLOPASS fifteen (15) days before the audit, by registered mail with acknowledgement of receipt.

18.2.7. Checks carried out by the Client on the processing carried out by ALLOPASS

In order to comply with its obligations under Article 18.2.1., the Client must send ALLOPASS, at least fifteen (15) working days

before the desired date, a reasoned request specifying the elements over which it wishes to exercise its control. ALLOPASS shall be entitled to refuse the Client's request to the extent that the Client would itself be able to obtain the information referred to in the request.

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

18.2.8. Liability

In accordance with the GDPR, ALLOPASS is only liable for the damage caused by the processing if it has not complied with the obligations provided for by the GDPR that it is incumbent on by virtue of its status as a 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 damages that would constitute the direct and immediate consequence of the non-performance of its obligations under the GDPR, under the conditions of ordinary law. Punitive damages are 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 chargeable event.

The Client or ALLOPASS will only be exonerated from liability in the event of damage caused by the processing carried out if it proves that the event that caused the damage is in no way attributable to it.

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

18.2.9. Fate of Data

At the end of the provision of services relating to the processing of this Data, ALLOPASS undertakes, at the choice of the Parties, to:

- destroy all Personal Data, or
- to return all Personal Data to the Customer, or
- to transmit the Personal Data to a new subcontractor appointed by the Client.

In the event that the Client opts for the return of its Data, ALLOPASS undertakes to ensure such restitution on a technical level, in order to allow the Client to take over, or to have taken over by a third party designated by it, the administration of its Data, within the limit of a reasonable level of complexity.

This right shall be exercised for the period necessary for the restitution to be made and, at the latest, after the expiry of a period of two (2) months from the date of notification of the termination or termination of the contractual relationship for any reason whatsoever.

Any additional services relating to the return requested by the Client will remain at the Client's expense.

The return will be accompanied by the destruction of all existing copies in ALLOPASS' information systems, which will be notified in writing.

18.2.10. Processing carried out by ALLOPASS pursuant to a legal obligation

Within the framework of its obligations as an electronic communications operator and payment service provider agent, ALLOPASS processes Users' Personal Data for the following purposes:

- Judicial or administrative requisition (art R10-13 of the CPCE);
- Verification of a transaction / operator invoicing (art. R10-14 of the CPCE);
- Fight against fraud.

The Client expressly undertakes not to pass on the data to third parties.

ARTICLE 19 – FORCE MAJEURE

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

Force majeure is any event that has the characteristics of exteriority, irresistibility and unforeseeability recognized by the case law of the courts and tribunals that would prevent one or both of the Parties from performing all or part of the commitments contained herein.

In addition to those usually retained by the case law of the courts and tribunals, earthquakes, fires, storms, floods, strikes, wars and terrorist attacks are expressly considered to be cases of force majeure.

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 all appropriate measures as soon as possible to remedy this situation and, in any event, limit its effects.

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

If the duration of the Force Majeure Event is less than one (1) month, the obligations resulting from the Contract will be suspended for the duration of the Force Majeure. The Contract will resume normal performance as soon as the force majeure event ceases.

ARTICLE 20 – ENFORCEABILITY OF ELECTRONIC EXCHANGES AND SMS

The Client expressly accepts that any request made by e-mail will be enforceable against him and that proof of the Client's consent to such requests will be constituted by a registration on the ALLOPASS information system. The Client therefore accepts that this data may be recorded and reproduced on a computer medium chosen by ALLOPASS, means of which he acknowledges the probative value.

ARTICLE 21 – SEVERABILITY OF CLAUSES

If one or more stipulations of the Contract are held to be invalid or declared as such pursuant to a law, a regulation or following a final decision of a competent court, the other stipulations shall retain their full force and scope. The Parties then agree to replace the clause declared null and invalid by a clause that will come as close as possible, in terms of its content, to the objective sought by the Parties through the clause to be replaced.

ARTICLE 22 – MISCELLANEOUS PROVISIONS

The Parties expressly declare that the Agreement may in no way be interpreted or considered as constituting a corporate act. Any affectio societatis is formally excluded.

ARTICLE 23 – APPLICABLE LAW AND JURISDICTION CLAUSE

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

Any dispute relating to the validity, interpretation or execution of the Contract and after failure of any conciliation, will be submitted to the competent courts of Paris, France.

VOUCHER FOR AGREEMENT AND SIGNATURE	
Signatory Name:	
Quality of the signatory:	
Done at:	
The:	
Signature	