GENERAL TERMS AND CONDITIONS OF SALE

The contract consists of these General Terms and Conditions of Sale (hereinafter referred to as "**GTC**") and the Quote or Purchase Order, which together form the "**Contract**." ALLOPASS operates a regulated activity subject to the authorization and supervision of the French Prudential Supervision and Resolution Authority (Autorité de Contrôle Prudentiel et de Résolution, ACPR) of the Banque de France. As such, ALLOPASS holds the status of agent for HIPAY, a payment institution authorized by the ACPR (CIB 16458). This status allows ALLOPASS to offer payment services via its payment platform. Therefore, as an agent of HIPAY, ALLOPASS is authorized to provide and offer payment services to its own clients.

PREAMBLE

The Client subscribes to ALLOPASS Services within the context of an online commerce activity and not as a consumer.
For this reason, the Parties exclude the application of the provisions of the French Monetary and Financial Code applicable to natural persons acting for non-professional purposes, as well as the provisions of the French Consumer Code.

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

ARTICLE 1 - PURPOSE

The purpose of these GTC is to define the contractual relationship between ALLOPASS on the one hand and the Clients and Users on the other. They apply to the Services marketed and operated by ALLOPASS and govern the use of the Services. These GTC are inseparable from the Quote and Purchase Order signed by the Client.
These GTC apply exclusively to the professional clientele of companies, administrations, or public entities, excluding private individuals. These GTC take precedence over any other terms mentioned in any other document and cancel and replace all prior written or verbal agreements, correspondence, or proposals, except with the prior express and written consent of ALLOPASS.

ARTICLE 2 – DEFINITIONS

The terms defined below shall have the same meaning whether used in the singular or plural.
Abnormal Traffic: Refers to any traffic exhibiting unusual characteristics, such as (but not limited to):
Traffic exceeding observed norms, with repetitive, explosive, or burst cycles originating from the same User to one or more of the Client's Services,
Unusual or unexplained concentration of User transactions on the Client,
A limited number of Users generating daily traffic beyond observed norms,
A significant number of calls during time slots exceeding observed norms,
Increased complaints from Users regarding one or more of the Client's Services.
AF2M (or AFMM): In France, refers to the French Association for the Development of Multimedia Services and Multi-Operator Uses, responsible for establishing ethical rules associated with operator payment methods and coordinating payment methods accessible through mobile operators' networks.
Aggregator: A provider of payment methods that aggregates several operators.
Alias: In France, refers to the numeric sequence used to identify a User. The alias corresponds to the MSISDN encoded by the User's mobile operator.
Allopass Payment Page: APP. This page is the equivalent of a Landing Page. It is hosted by Allopass on the website https://www.clic.mobi.
ARCEP: In France, refers to the Regulatory Authority for Electronic Communications, Posts, and Press Distribution.
Breach: A breach consists of an action, whether intentional or not, by the Client that results in non-compliance with rules (including but not limited to ethical rules) associated with a Service, misleading communication encouraging Users to pay via the Service, or failure to comply with applicable rules and laws.
Client: A natural or legal person who enters into the Contract on their own behalf and becomes its holder.
Collection Operator: An operator with which ALLOPASS has a contractual relationship and which collects calls made to ALLOPASS's IVR numbers.
Commercial activation: Refers to the effective provision of the Service by ALLOPASS for the benefit of the Client. If the Service generates Payouts, the Client will start earning revenue (or incurring traffic-related costs) from the date of the Service Launch. Setup costs (if any) are payable upon signing the Contract.
Commercial Geographic Number: Refers to a geographic number used by the Client in its communication with Users.
Commercial Termination: Refers to the end of the availability of the Service by ALLOPASS to the Client.
Commission: Refers to all VAT-inclusive fees charged by ALLOPASS and by various Operators and Aggregators.
Consultant: A natural person producing Live Content.
Content: Refers to any content (virtual goods or services) accessible to Users via a IVR number, SMS (SMS+), browsing the internet with I+ Mobile or DCB payment, or by credit card (or similar cards). Content can be provided by ALLOPASS, an ALLOPASS partner, the Client, or a Client's partner.
DCB: Direct Carrier Billing. Direct billing by the mobile operator. With a 3G connection, billing can be completed in a few clicks. With a WIFI connection, billing can be completed after an OTP (One Time Password) authentication.
In France, Mobile Operators offer a similar service to DCB, called I+ Mobile.
Dedicated Short Code: Refers to a Short Code where all Keywords are allocated to a single Client.
DID: In English, Direct Inward Dialing, refers to a geographic number used as a commercial number.
DOM: Refers to an Overseas Department.
Donation: Refers to a payment made without consideration by a User to the benefit of a charitable association or foundation.
Donor: Refers to a User who makes a Donation.
Free IVR Number: Refers to an IVR number where the call and service costs are borne by the Client, not the User (e.g., 0800).
Freephone: Refers to a free IVR number.
Geographic Number: Refers to a number associated with a geographic location (e.g., a number with a prefix starting with 01 for the Paris region).
Inbound Number Portability: The Client has the option to be assigned Commercial Geographic Numbers or IVR Numbers previously allocated in the relevant country by the Regulator, an Operator, or an Aggregator to ALLOPASS. If the Client already operates numbers through another provider, they may request inbound portability to retain their numbers, which will then be collected by ALLOPASS (or the Operator/Aggregator of their choice).
Incident: Any total interruption or degradation of the Service identified by ALLOPASS or reported to its technical service by the Client and duly acknowledged by ALLOPASS.
Intelligent Network: A tool provided by a collection operator for geographic or IVR numbers, enabling the modification of routing associated with these numbers.
Keyword: Refers to a string of characters sent by a User via SMS to a Short Code to access a Service.

Level I: Generalist technician who will receive notification of an Incident reported by the Client. Their role is to investigate the Incident and, if possible, resolve it. If unable, they escalate to Level II.

Level II: Specialized technician. They are a technical reference point and should be able to resolve all types of problems.
Live Content: Refers to any content produced by an animation team, such as a fortune teller or a host of adult content. Live Content may be provided by the Client or by an ALLOPASS partner.
MGIT: Free price information message.
MSISDN: Mobile Station ISDN Number. The User's mobile number.
Operator: A provider with its own network, enabling ALLOPASS to provide Services.
For example, in France, operators include SFR, Free, Bouygues Télécom, and/or Orange.
Opt-in User: Refers to a User (consumer of the Client's Content-related services) who will receive promotional communications from the Client, with the subject matter necessarily related to the Content.
It also refers to a prospect who has given their consent to receive promotional communications for specific Content.
Outbound Number Portability: In the event the Client leaves ALLOPASS, they may request outbound portability of their numbers to their new partner. Calls will no longer be collected by ALLOPASS but by the Client's new provider.
Pay: Refers to an IVR number that generates revenue.
Payment networks or schemes: A system or network that enables the exchange of payment card transactions. Example: Visa, Mastercard.
Payment Service Provider(s) (PSP): Third-party companies offering services to facilitate payment processing.
Payout: If the Payout is positive, it refers to the payment to the Client of the amounts owed to them, minus the Commission and any recurring fees. If the Payout is negative, it refers to the payment of costs by the Client to ALLOPASS for the amounts they owe.
Platform: Refers to the service provision platform of ALLOPASS.
Pool: A set of numbers (generally IVR) dedicated to a Client and dynamically allocated to a destination (geographic or mobile).
Premium IVR Number: Refers to an IVR number where the call and service costs are borne by the User. Depending on the amount charged to the User, the revenue generated may include a payment to the Client.
Purchase Order: A signed Quote.
Push SMS: The sending of SMS-MT informational or self-promotional messages to Users on behalf of the Client.
Push Marketing: Self-promotional Push SMS.
Quote: A commercial proposal intended for a specific Client describing the Services subscribed to by the Client and the associated financial terms.
Regulator: Refers to a private, associative, or governmental entity that coordinates and regulates the activity of value-added telephone services (IVR), premium SMS services (SMS+), or mobile billing services (Direct Carrier Billing or DCB).
For example, in France, regulation is shared between ARCEP and AF2M.
Renewable Cash Reserve: A sum of money accounted for 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 Client's current balance is insufficient.
Reserved Keyword: Refers to a Keyword that cannot be allocated to the Client due to regulatory constraints or at ALLOPASS's discretion.
For example, in France, keywords such as OK, YES, NO, CONTACT cannot be allocated to a Client.
Service(s): Refers to operator and/or Payment Service Provider billing methods and Service Options offered by ALLOPASS, including IVR numbers, SMS+, DCB (I+ Mobile in France), Credit Cards, or Push SMS. Clients may associate Content with these Services.
Service Option: Refers to an option provided by ALLOPASS—free or paid—related to the Service offered by ALLOPASS.
Shared Short Code: Refers to a Short Code where Keywords may be allocated to multiple Clients.
Shop: An entity accessible online that manages payments such as DCB, I+ Mobile, bank cards, etc. A Shop centralizes payments available to the Client. These payments may be per transaction or subscription-based, depending on the Operator in the country enabling the payment.
Short Code: Refers to a number with X digits accessible from mobile phones and part of the private numbering plan managed by Operators.
In France, short codes consist of 5 digits, and their allocation is managed by AF2M.
SMS-MO: MOBILE ORIGINATING SMS. An SMS sent from a User's mobile phone and routed by Operators to the ALLOPASS platform.
SMS-MT: MOBILE TERMINATING SMS. An SMS sent by ALLOPASS's technical platform to a User's mobile phone.
IVR 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.
Synergy: Third-party content provider. For example, a fortune-telling service provider (without their own psychics) may use those of another provider. This is referred to as being in synergy with a third party.
Test Numbers: Refer to fixed or mobile telephone numbers used by ALLOPASS to access Services for testing purposes.
User: A natural or legal person accessing the Client's Services.
Web Back Office or Client Account: An online personal space provided by ALLOPASS, enabling the management and monitoring of the Client's activities.
Website: Refers to a website published by the Client.

ARTICLE 3 – CONTRACTUAL DOCUMENTS

The Contract is composed, in order of increasing priority:
The General Terms and Conditions of Sale,
The Purchase Order or the Quote.
These documents must be signed either manually or electronically.
Service Option(s) subscribed to separately constitute ancillary contracts to the Contract. They are subject to the same terms as the main Contract unless otherwise specified in the ancillary contracts.

ARTICLE 4 – SUBSCRIPTION TO THE CONTRACT

4.1. Preliminary Checks

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

<u>For natural persons based in France:</u>
(i) Identity of the natural person: last name [AA], first name [AB], mailing address [AC1, AC2], postal code [AC3], city [AC4], country [AD], email address [AE1], mobile phone number [AF1];
(ii) A copy of a valid ID (identity card or passport) [AG1], and a video or selfie of the holder holding their ID [AG2];
(iii) Proof of residence dated less than three (3) months [AH];
(iv) Registration number (SIREN or equivalent) [DE] and an extract of the K-bis dated less than three (3) months [DG];
(v) Proof of bank account domiciliation (bank account details, postal or savings account details) in the name of the natural person [DL].

<u>For legal entities based in France:</u>
(i) Identity of the legal entity: company name [DA], business sector [DB], registered office address [DC1, DC2], postal code [DC3], city [DC4], country [DD], commercial registration number (or equivalent) [DE], institutional website [DF];
(ii) Extract of the K-bis dated less than three (3) months [DG];
(iii) Copy of the current statutes of the legal entity [DI];
(iv) Copy of a document identifying the name and role of the legal representative of the legal entity [DJ];

(v) For the legal representative:
- Last name [AA], first name [AB], mailing address [AC1, AC2], postal code [AC3], city [AC4], country [AD], email address [AE1], mobile phone number [AF1];
- A copy of a valid ID (identity card or passport) [AG1], and a video or selfie of the holder holding their ID [AG2];
- Proof of residence dated less than three (3) months [AH];
(vi) If the contract signer is different from the legal representative:
- Last name [BA], first name [BB], mailing address [BC1, BC2], postal code [BC3], city [BC4], country [BD], email address [BE1], mobile phone number [BF1];
- A copy of a valid ID (identity card or passport) [BG1], and a video or selfie of the holder holding their ID [BG2];
- Proof of residence dated less than three (3) months [BH].

For associations or charitable foundations based in France:
(i) Identity of the association or charitable foundation: organization name [DA], registered office address [DC1, DC2], postal code [DC3], city [DC4], country [DD], institutional website [DF];
(ii) Copy of the publication in the JOAFE or a receipt of the declaration of the association's creation issued by the Administration [DH];
(iii) Copy of the current statutes of the association [DI];
(iv) Copy of a document identifying the name and role of the legal representative(s) of the association or charitable foundation [DJ];
(v) Proof of bank account domiciliation (bank account details, postal or savings account details) in the name of the association [DL];
(vi) For the legal representative:
- Last name [AA], first name [AB], mailing address [AC1, AC2], postal code [AC3], city [AC4], country [AD], email address [AE1], mobile phone number [AF1];
- A copy of a valid ID (identity card or passport) [AG1], and a video or selfie of the holder holding their ID [AG2];
- Proof of residence dated less than three (3) months [AH];
(vii) If the contract signer is different from the legal representative:
- Last name [BA], first name [BB], mailing address [BC1, BC2], postal code [BC3], city [BC4], country [BD], email address [BE1], mobile phone number [BF1];
- A copy of a valid ID (identity card or passport) [BG1], and a video or selfie of the holder holding their ID [BG2].

For natural persons based outside France:
Clients must provide equivalent documents from their respective countries that correspond to the ones listed above for natural persons based in France.

For legal entities based outside France:
Clients must provide equivalent documents from their respective countries that correspond to the ones listed above for legal entities based in France.

For associations or charitable foundations based outside France:
Clients must provide equivalent documents from their respective countries that correspond to the ones listed above for associations or charitable foundations based in France.

For beneficial owners:
A beneficial owner is a natural person who meets one of the following criteria:
- Directly or indirectly owns more than 25% of the voting rights or capital of the legal entity subject to the Contract.
- Exercises control over the legal entity by other means (e.g., can appoint or dismiss the majority of board members).
If none of these criteria are met, the beneficial owner is the person(s) legally representing the company (e.g., manager, president, etc.).

Each beneficial owner must be identified. The first beneficial owner will be prefixed as U1 (e.g., U1AA for their last name), the second as U2, and so on. The prefix will be replaced by ? in the following instances, where ? stands for [1, 2, 3, or 4].
(i) Identity of the natural person: last name [U?AA], first name [U?AB], mailing address [U?AC1, U?AC2], postal code [U?AC3], city [U?AC4], country [U?AD], email address [U?AE1], mobile phone number [U?AF1];
(ii) A copy of a valid ID (identity card or passport) [U?AG1], and a video or selfie of the holder holding their ID [U?AG2];
(iii) Proof of residence dated less than three (3) months [U?AH].

In all cases:
ALLOPASS, being obligated to periodically update the Client's status, may request additional documents at any time via email. Failure to respond may result in ALLOPASS withholding Payouts and subsequently terminating the Contract under the conditions described in section 5.3.2 below.

ALLOPASS reserves the right to request any additional documents it deems necessary.

Documents submitted by the Client for preliminary checks must be:
- Written in French, or
- Written in English, or
- Translated into French by a certified translator.

4.2. Effectiveness of the Contract

The subscription to the Contract becomes effective:
- Upon the signature (manual or electronic) of these GTC and the Purchase Order or Quote by the Client; or
- Upon validation (when accessing their Client Account on ALLOPASS's tools) of the GTC and the Purchase Order or Quote by the Client.
The subscription to the Contract implies full and unconditional acceptance of the GTC and the Purchase Order or Quote.
ALLOPASS reserves the right to refuse the Client's subscription to the Contract without providing justification.
If the Client wishes to subscribe to new Services or Options after subscribing to the Contract, the requests may be made either online through their Client Account or via email at sales@allopass.com. ALLOPASS must acknowledge receipt of such requests to confirm their consideration.

ARTICLE 5 – DURATION, SUSPENSION, TERMINATION, TRANSFER, AND END OF CONTRACT

5.1. Duration

The Contract is concluded for one (1) year from the date of its signing by the Parties. Consequently, either Party may terminate it at any time under the conditions outlined below, unless a minimum commitment period is specified in the Purchase Order or Quote signed by the Client.
For Contracts with a minimum commitment period, the Contract will be tacitly renewed for successive periods equal to the initial term.

5.2. Suspension

ALLOPASS reserves the right to partially or fully suspend the Contract in the following cases, providing a reasonable notice period:
- In case of partial or total non-payment of sums due by the Client to ALLOPASS, forty-five (45) days after the invoice date,
- In case of Abnormal Traffic,
- In case of Breach attributable to the Client (or a Client of the Client) for at least one (1) Service,
- In case of abnormal promotion of the Service,
- In case of demonstrable inappropriate or non-compliant use of the Service,
- In case of force majeure as defined in Article 14,

- Following a judicial decision or advice from a competent authority requiring or recommending the Service's closure.

ALLOPASS will notify the Client of the reasons for the suspension and its duration (determined or undetermined) in writing.
During the suspension, Payouts will be held in escrow by ALLOPASS for the time needed to clarify the situation. If a Breach by the Client is confirmed, the provisions of Article 5.3.2 (Termination for Breach) will apply. If no Breach is found, the suspension will be lifted, and any held funds will be released.
No compensation or damages will be owed by ALLOPASS to the Client due to the suspension, and the Client must fulfil their financial obligations under the Contract during the suspension.
If the suspension lasts longer than thirty (30) calendar days, ALLOPASS reserves the right to terminate the Contract at the Client's fault, without prejudice to any damages ALLOPASS may claim.

5.3. Termination

5.3.1. Termination for Convenience

Either Party may terminate an indefinite Contract at any time, without cause or compensation, by giving one (1) months' notice via registered letter with acknowledgment of receipt or email with acknowledgment of receipt sent to sales@allopass.com (for ALLOPASS) or the Client's registered email address (for the Client). The recipient must acknowledge receipt of the notice to confirm termination.
For Contracts with a minimum commitment period, termination is allowed at the end of each period with ninety (90) days' notice, under the same notification conditions as indefinite Contracts.

5.3.2. Termination for Breach

In the event of a proven Breach by the Client of any contractual obligation, ALLOPASS will notify the Client of the Breach in writing. The Client has 48 business hours to remedy the issue. If not resolved, ALLOPASS may terminate the Contract without compensation and with immediate effect via email or registered letter with acknowledgment of receipt.
ALLOPASS may also terminate the Contract without notice or compensation if the Client's Breach poses a liability risk to ALLOPASS. Notification will follow the same process as above.

Termination does not preclude ALLOPASS from claiming damages damages provided that all the above terms of notification and proof have been met.

5.3.3. Other Termination Cases

The Contract may also be terminated by either Party with one (1) months' notice via registered letter with acknowledgment of receipt or email with acknowledgment of receipt sent to sales@allopass.com (for ALLOPASS) or the Client's registered email address (for the Client), in the following cases:
- Legislative or regulatory changes or withdrawal of payment methods (geographic number, IVR number, Short Code, Keyword, DCB Shop, etc.) preventing the Service's continued operation under similar conditions,
- Termination of contractual relationships between ALLOPASS and Operators, Aggregators, or Payment Service Providers,
- Obligation for ALLOPASS to return payment methods to Operators or Aggregators,
- The Client modifies its corporate structure without notifying ALLOPASS,
- The traffic collected by ALLOPASS for each Service results in operator Payouts below two hundred euros (€200, excl. TAX) per month for three (3) consecutive months,
- ALLOPASS billing below two hundred euros (€200 excl. TAX) per month for three (3) consecutive months,
- In the event that the KYC information provided by the Client (for example, as part of an update) is incorrect, incomplete, or does not comply with the applicable legal and regulatory requirements in this regard.

5.3.4. Special Cases

- If a Client generates traffic below two hundred and fifty euros (€250 excl. TAX) over 12 months:
(i) The password will be automatically disabled after six (6) months,
(ii) Reactivation requests beyond this period will incur a fifty euros (€50 excl. TAX) fee, payable in advance,
(iii) Accounts with no traffic for twelve (12) months may be terminated by ALLOPASS without compensation or notice.

- If a Client previously generated revenue but has not done so for twelve (12) months:
(i) The password will be automatically disabled after six (6) months,
(ii) Reactivation requests will incur a fifty euros (€50 excl. TAX) fee deducted from Payouts,
(iii) A fifteen euros (€15 excl. VAT) monthly account management fee will apply starting in the first revenue-free year,
(iv) If the account balance reaches zero, the Contract will be automatically terminated.

If no active Services exist for twelve (12) months, the Contract becomes terminable by default without compensation or notice.

5.4. Transfer

The Contract may not be assigned or transferred by the Client in whole or in part without prior express written consent from ALLOPASS.
ALLOPASS may transfer or assign its rights and obligations under the Contract to a third party.

5.5. End of Contract

Upon termination, regardless of the cause, the Client must cease using all Services under the Contract and return or delete any materials belonging to ALLOPASS.
Termination will result in the Commercial Termination of the Service. Payouts related to periods prior to termination will be paid to the Client. Any traffic generated after termination will not result in Payouts to the Client.
However, the Client must pay for any related substantiated costs (e.g., delays in terminating numbers, Short Codes, or Shops) or unforeseen expenses (e.g., unpaid Operator or Aggregator fees) until complete resolution.

ARTICLE 6 – COMMISSION, BILLING, PAYOUTS, COSTS, AND ROLLING RESERVE

6.1. Commission

ALLOPASS is responsible for collecting the amounts charged by Operators or Aggregators to Users for using the Services and transferring them to the Client, after deducting the Commission of the Operators and/or Aggregators, ALLOPASS, and the amounts refunded to Users in cases of fraud or unpaid transactions.
The Commission amount therefore corresponds to all fees collected by ALLOPASS and by the various Operators and/or Aggregators, as defined in the Order Form or Quote.
If the pricing conditions between the Operators and/or Aggregators and ALLOPASS are modified, the amount of ALLOPASS's Commission under the Contract may be adjusted. This modification will be communicated to the Client via one of the following means:
- By email,
- Through a pop-up window displayed when the Client logs into the web Back Office provided by ALLOPASS for the management and monitoring of their activity.
The Client has the option to terminate the Service within one (1) month without being entitled to any specific compensation. After this period, the Client is deemed to accept the new conditions.
The Client expressly agrees not to generate traffic resulting in Payouts. In case of non-compliance with this clause, ALLOPASS

reserves the right to withhold the collected amounts from the Client, as this may be considered fraudulent activity, and to suspend or terminate the Contract under the conditions outlined in Article 5.

6.2. Payouts

This refers to the Payout by ALLOPASS to the Client of the revenues generated from the Content, after deducting the Commission of the Operators and/or Aggregators, ALLOPASS, and the amounts refunded to Users in cases of fraud or unpaid transactions.
When a Payout is positive, it means that ALLOPASS must transfer funds to the Client. When a Payout is negative, it means that the Client must transfer funds to ALLOPASS.

At ALLOPASS's discretion, and without the need for justification, it is possible for the amounts collected by ALLOPASS to be transferred to the Client in full, without deducting the Commission. The Commission will then be invoiced by ALLOPASS to the Client, with the understanding that the costs of ALLOPASS's services correspond to its commission and that of the Operators and are invoiced inclusive of VAT.
In this case, the Client has thirty (30) days from the issuance of the invoice to settle the amounts invoiced by ALLOPASS. Any delay in payment will result in the application of late payment penalties at a rate of two percent (2%) and a minimum fixed indemnity of forty euros (40 € EXCL. TAX) for recovery costs, due as of right without the need for a reminder. If the actual recovery costs incurred exceed the fixed amount of forty euros (40 € EXCL. TAX), additional compensation may be requested upon justification.

6.3. Payout Terms

The Client may request a Payout only if their account balance (i.e., the account's credit) is at least fifty euros (50 € EXCL. TAX). However, if the Client wishes to make a payment request regardless, ALLOPASS will apply a fixed management fee of forty euros (40 € EXCL. TAX).
The Client submits their Payout request via their client account.
ALLOPASS processes the requested Payout within a timeframe depending on the application (ALLOPASS or MEDIAKIOSQUE or Allopass Digital Goods) and the Service concerned.
ALLOPASS commits to transferring to the Client only the amounts effectively received by ALLOPASS from Operators and/or Aggregators, after deducting the Commission of the Operators and/or Aggregators, ALLOPASS, and amounts refunded to Users in cases of fraud or unpaid transactions.
After receipt of the invoice from the Client, payment will be made no later than thirty (30) days after receipt of funds from the Operators, aggregators or PSPs.
Allopass is working on implementing self-billing to reduce payment delays.
Once implemented, the Client will no longer need to send an invoice to Allopass, as Allopass will issue it on their behalf. Payment will then be made upon receipt of funds from the Operators, Aggregators, or PSP (unless an advance payment agreement has been reached).
In this context, Allopass reserves the right to segment invoices by Operator, Aggregator, or PSP to expedite payments to its Client (instead of waiting for receipt of funds from all relevant Operators, Aggregators, or PSPs).

Due to the Payout delays of Telecommunications Operators or Aggregators, a Payout may occur several months after the traffic was generated.
[IR1] and [IR2] define the payment conditions. The definition is based on traffic generated from January 1 to January 31:
- "Payment on March 30 [IR2] = 0" indicates that the Client will be paid just before ALLOPASS receives the funds. Therefore, no [IR2] fee is charged to the Client.

- "Payment on March 15 [IR2] = 1" indicates that the Client will be paid 15 days before the due date. The cost associated with this 15-day advance payment will be 1 x [IR2]. For example, if the rate is 2%, then [IR2] = 2%. ALLOPASS will retain 1 x 2% of the amount due to the Client.

- "Payment on March 1 [IR2] = 2" indicates that the Client will be paid 30 days before the due date. The cost associated with this 2 x 15-day (i.e., 30-day) advance payment will be 2 x [IR2]. For example, if the rate is 2%, then [IR2] = 2%. ALLOPASS will retain 2 x 2% of the amount due to the Client.

- "Payment on February 15 [IR2] = 3" indicates that the Client will be paid 45 days before the due date. The cost associated with this early payment of 3 x 15 days (i.e., 45 days) will be 3 x [IR2]. For example, if the rate is 2%, then [IR2] = 2%. ALLOPASS will retain 3 x 2% of the amount due to the Client.

6.4. Content Costs and Live Content Costs

The Client may provide their own Content or use third-party Content. If the Client wishes to use Content provided by ALLOPASS, it will be subject to billing.
These details will be specified in the Purchase Order, Quote, or Client Account.
The Client may also provide their own Live Content or use third-party Live Content. If the Client wishes to use Live Content provided by ALLOPASS, it will also be subject to billing.
These details will be specified in the Purchase Order, Quote, or Client Account.

6.5. Commercial Activation

ALLOPASS will only process Payouts to the Client once the Commercial Activation has been notified. This applies regardless of the type of Service provided.
In specific cases involving the reservation of Numbers, Dedicated Short Codes, or DCB Shops for the Client, the Client acknowledges that they must bear the costs associated with their activation.
These costs will be specified in the Purchase Order, Quote, or Client Account.

6.6. **Testing**

After Commercial Activation, ALLOPASS may conduct tests to ensure the proper functioning of the Service provided on behalf of the Client. These tests will not result in Payouts, and their cost may be deducted from the Payouts.

6.7. Penalties

Financial penalties are associated with a Breach by the Client.

6.7.1. Breach Identified by an Operator, Aggregator, Regulator, Payment networks (schemes) and/or Payment Service Provider

Operators, Aggregators, Regulators, Payment networks (schemes) or Payment Service Providers may notify ALLOPASS of Breaches committed by its Client, upon notifying him.
The Client will then be notified by email and/or registered letter with acknowledgment of receipt and must bring their Service into compliance within a timeframe generally imposed by the entity identifying the Breach. ALLOPASS reserves the right to withdraw access to the implicated Service or disable all Services provided to the Client.
If the Client fails to rectify the issue within the given timeframe, resulting in the application of a financial penalty, or if a penalty is directly applied by an Operator, Aggregator, Regulator, Payment networks (schemes) and/or Payment Service Provider without an opportunity to rectify the Breach, ALLOPASS will invoice this penalty to the Client. The penalty will be deducted from Payouts and, if necessary, billed as an additional charge.
ALLOPASS also reserves the right to impose an additional penalty for its own benefit, equivalent to the cost of the technical and administrative processing of the Breach, and the amount of

which may not exceed the limit of twenty thousand euros (€20,000 EXCL. TAX).
Additionally, ALLOPASS reserves the right to apply further penalties. ALLOPASS will determine the severity of the Breach as following: Breach of ethics five thousand euros (€5,000 EXCL. TAX), two consecutive breaches of ethics within one (1) month ten thousand euros (€10,000 EXCL. TAX), fraud twenty thousand euros (€20,000 EXCL. TAX).
Breachs are defined by regulators or operators in each country. Allopass only applies the rules imposed upon it. For example, in France, AF2M imposes specific rules on the Premium IVR, Premium SMS, and I+ Mobile solutions. Allopass applies these rules transparently.
Finally, ALLOPASS reserves the right to terminate the Service(s) and/or the Contract under the conditions described in Article 5.3.2 above, after notifying the Client.

6.7.2. Breach Identified by ALLOPASS

If ALLOPASS identifies a Breach attributable to the Client, it reserves the right to act similarly to an Operator, Aggregator, Regulator, Payment networks (schemes) or Payment Service Provider by notifying the Client of the Breach via email:
- Either by granting a limited period to remedy the breach, in the event of the first breach,
- Or by directly applying a financial penalty in the event of a further breach within two (2) months following the breach. The penalty will be set in accordance with the definition in 6.7.1.
ALLOPASS also reserves the right to terminate the Service(s) and/or the Contract under the conditions described in Article 5.3.2 above, after notifying the Client.
Examples of actions considered as Breaches include but are not limited to:
- Any measures taken to prevent the verification of Service compliance,
- Practices such as spam, voice spam, or callback schemes,
- Providing Services other than those authorized or declared at the time-of-Service subscription,
This list is non-exhaustive.

6.8. Changes to Commissions and Billing for Services and Content

The commissions applicable to Services, Content, and related billing are those in effect at the time the Services are subscribed to. These are defined in the Purchase Order, Quote at the time of Contract subscription, or in the Client Account.
However, ALLOPASS reserves the right to modify commissions and billing at any time, with the implementation period of one (1) month. ALLOPASS may inform the Client through one of the following means:
- By email,
- By a pop-up window when the Client logs into the web Back Office provided by ALLOPASS for managing and monitoring their activities.
The Client may terminate the Service within one (1) month without any specific compensation. After this period, the Client is deemed to have accepted the new conditions.

6.9. Disputes

Upon receiving the amounts due, regardless of the payment method, the Client must immediately verify all received amounts and report any anomalies. The Client agrees to notify ALLOPASS of any disagreement within thirty (30) calendar days.
The Client may notify ALLOPASS through the following means:
- By email with acknowledgment of receipt at billing@allopass.com (with confirmation of receipt by ALLOPASS),
- By registered letter with acknowledgment of receipt.
After this period, the amounts are considered validated by the Client.

6.10. Customer Service

ALLOPASS provides mandatory after-sales support for its Clients, intended for consumers.
As part of this support, ALLOPASS may handle consumer complaints on behalf of the Client and process refunds.
- When the refund amount is less than or equal to fifty euros (€50 excl. TAX), ALLOPASS will charge a flat fee of fifty euros (€50 excl. TAX).
- When the refund amount is greater than fifty euros (€50 excl. TAX) and less than or equal to one hundred euros (€100 excl. TAX), ALLOPASS will charge a flat fee of one hundred euros (€100 excl. TAX).
These amounts will be deducted from the Client's Payout or invoiced if the balance is insufficient.

6.11. Unpaid Amounts (Chargebacks)

If ALLOPASS receives chargebacks from an Operator or Aggregator, these amounts will be invoiced to the Client up to eighteen (18) months after the date the traffic was generated.
- For payment solutions dedicated to a specific Client (e.g., IVR numbers, SMS+ Short Codes, I+ Mobile or DCB shops, CB payments), the chargebacks will be invoiced exclusively to that Client.
- For shared payment solutions among multiple Clients, the chargebacks will be allocated proportionally based on the traffic generated on the payment solutions (e.g., IVR numbers, SMS+ Short Codes, I+ Mobile or DCB shops, CB payments) by each Client.
ALLOPASS may offset the chargeback amounts against traffic awaiting Payout.
The termination of commercial activities does not exempt the Client from reimbursing ALLOPASS for chargebacks addressed by Operators or Aggregators, even after the commercial relationship has ended.

6.12 Limited traffic

Operators (or aggregators or ALLOPASS) sometimes impose traffic limits. If these limits cannot be technically activated (for example, if the charging is done per SMS MO) and in order to regulate traffic and respect the requests of operators or aggregators, the Merchant is encouraged to regulate its advertising communication itself in order to respect the imposed limits. If the traffic exceeds the limit (with a daily analysis), then ALLOPASS will not pay out the traffic beyond the limit, even if it is paid out by the operator or aggregator.

ARTICLE 7 – ENGAGEMENTS AND LIABILITY OF ALLOPASS

7.1 ALLOPASS Liability

ALLOPASS can only be held liable for direct and foreseeable damages resulting from a breach of its contractual obligations.
ALLOPASS shall not be held liable to the Client or any third party for indirect damages, whether material or immaterial, foreseeable or unforeseeable, such as loss of business, loss of profit, damage to reputation, or any other financial loss resulting from the use or inability to use the Services, including when this inability arises from a failure attributable to a service provider or supplier.
ALLOPASS is also not liable for the loss or deterioration of data or information, even in the event of failure attributable to a service provider or supplier.
Moreover, any damage suffered by a third party shall be considered indirect damage and shall not give rise to any compensation.
If ALLOPASS is held liable, the total and cumulative compensation, regardless of the cause, to which the Client may be entitled shall be strictly limited to the amount effectively received by ALLOPASS from the entity responsible for the malfunction (Operators, Aggregators, Regulators, Service Providers, etc.). This amount will be proportionally distributed among all impacted Clients, including ALLOPASS, based on the revenue generated during the preceding month.

The Parties expressly agree that the limitations of liability shall continue to apply even in the event of nullity, termination, or rescission of the Contract.
In any case, ALLOPASS shall not be held liable for any cause whatsoever in the event of force majeure as defined by Article 1218 of the French Civil Code and the jurisprudence of French courts.

7.2. Liability Related to Operators

By definition, if the Operator or Aggregator experiences a technical incident, ALLOPASS cannot be held liable for the situation, which excludes any claims for financial compensation.
However, ALLOPASS is responsible for notifying the Operator and/or Aggregator of the issue by any written means (e.g., email, incident ticket creation) as soon as it becomes aware of the malfunction.

7.3. Liability Related to Content

The Client may:
- Not use Content provided by ALLOPASS (and in this case, use Content published by the Client or by a third party of the Client's choice),
- Use Content provided by ALLOPASS or by a service provider chosen by ALLOPASS.

ALLOPASS assumes liability for the Content only if it is directly provided by ALLOPASS.

7.4. Customer Support Service

Throughout the duration of the Contract, ALLOPASS will provide the Client with a technical support service, available in both French and English, capable of addressing the Client's technical inquiries.
In the event of an incident affecting the Services, the Client may report it to ALLOPASS customer support through the following channels:
- Via the online form:
https://www.allopass.com/allopass/merchant-support/
- By email: merchant-support@allopass.com
- By phone: +33 5 32 104 504

7.5. User Support Service

Throughout the duration of the Contract, ALLOPASS will provide Users with a support service available in both French and English, capable of handling User requests in accordance with the Client's directives.
This service can process refund requests, assist Users with Service usage, and address other concerns. The goal is to resolve potential issues before Users escalate them to Operators and/or the Regulator.
This service is authorized to issue refunds to dissatisfied Users. The amounts refunded will be deducted from the Client's Payouts.
When analyzing a User request, if the issue does not originate with ALLOPASS, the ALLOPASS support team will forward the request to the Client. The Client then has forty-eight (48) business hours to address the User's request.
If no response is provided (automated responses are not considered relevant replies to the User), ALLOPASS reserves the right to charge the Client (in addition to the refund) a handling fee of forty euros (40€ Excl. TAX) per transaction.
Furthermore, if the ALLOPASS User support service encounters an unusually high number of complaints (the abnormal nature being determined by ALLOPASS based on objective and verifiable criteria, including but not limited to the proportion of complaints relative to a volume of operations), ALLOPASS reserves the right to charge the Client, in addition to the refund, a handling fee of forty euros (40€ Excl. TAX) per transaction. These fees correspond to the costs incurred by ALLOPASS for the administrative processing of refunds.
These handling fees may be deducted from the Client's Payouts or result in additional invoicing.

Users can contact the User support service through the following channels:
- Via the online form: https://www.allopass.com/allopass/user-support/
- By email: customer-support@allopass.com
- By phone: +33 1 71 25 55 55

7.6. Non-Solicitation of Clients

ALLOPASS expressly agrees not to approach, solicit, or attempt to divert the current or future clients of any Aggregator that is a client of ALLOPASS.
However, it is expressly agreed that this prohibition will not apply if ALLOPASS can demonstrate, by any means, that the client independently decided to engage with ALLOPASS without any solicitation or approach by ALLOPASS towards said client.

ARTICLE 8 – CLIENT'S OBLIGATIONS AND RESPONSIBILITIES

8.1. Editorial Responsibility of the Client

The Client bears sole responsibility for the use of the Service provided by ALLOPASS, including instances where the Content is supplied by ALLOPASS.
The Client shall be solely liable for any direct or indirect, material or immaterial damages or harm suffered by themselves or their Users as a result of the Content. Consequently, the Client shall assume full responsibility for any dispute involving a third party arising from information presented on their website or within their Content.
Furthermore, the Client shall remain solely accountable to Users in cases where the Content they offer does not align in nature, quality, or quantity with their promotions or advertisements.

8.2. Client Communication

In the event of unusual communication (e.g., a significant increase in advertising volume), the Client agrees to notify ALLOPASS with a minimum notice period of thirty (30) days. Failure to comply with this obligation may result in penalties if traffic saturation leads to a significant degradation in the quality of services provided by ALLOPASS.
These penalties will be outlined in the Purchase Order, the Quote, or the Client Account.

8.3. Misleading or Non-Compliant Client Communication

The Client agrees to communicate with Users in a manner that is transparent regarding the nature of the Service(s) and its associated pricing. In the event of non-compliance with these commitments, ALLOPASS reserves the right to identify the Breach and enforce the inherent actions provided that all the above terms of notification and proof have been met (5.3.2. Termination for Breach and 6.8. Penalties).

8.4. Obligation Regarding Tax Receipts

When required by the subscribed Service, the Client is solely responsible for issuing tax receipts to Users in compliance with the applicable regulations.
To this end, ALLOPASS will provide the Client with the necessary information to issue said tax receipt. The Client is strictly prohibited from using the information obtained for any purpose other than issuing the tax receipt.

8.5. Obligations Related to the Website

In accordance with applicable legislation, the Client agrees to make the following information publicly available on all Websites it operates:
- Company identity (corporate name, legal form, share capital amount, registered office address, registration number and location, VAT identification number, if applicable, and contact details);
- Website identification (website name, full URL);
- Name of the publication director;
- Website publisher identification (name and surname/corporate name, address/registered office, registration number if

applicable, VAT identification number if applicable, and contact details);
- Website host identification (name and surname/corporate name, address/registered office, registration number if applicable, VAT identification number if applicable, and contact details);
- General terms and conditions of sale, if applicable;
- Privacy policy;
- Cookie policy;
- Any other mandatory information.

The Client agrees to comply with applicable regulations, particularly:
- Respect for individuals and human dignity, as well as personality rights (such as image rights and privacy rights);
- Intellectual property rights, including trademark and patent rights, copyright, neighboring rights, and sui generis rights of database producers;
- The rights of individuals and property.
The Client undertakes not to offer on its Website any content or services:
- That are contrary to public order, laws, or decency;
- Whose nature is directly or indirectly offensive, defamatory, racist, xenophobic, homophobic, revisionist, or harmful to the honor or reputation of others;
- That incite, directly or indirectly, discrimination or hatred against a person or group of persons based on their origin, sexual orientation, ethnicity, nationality, or religion;
- That threaten an individual or group;
- Of a zoophilic, pedophilic nature or that offer or promote prostitution or escort services;
- Of a urological or scatological nature, or that trade or encourage the trade of human body elements and products;
- That degrade or harm human dignity or integrity;
- That incite the commission of a crime, felony, or act of terrorism or glorify war crimes or crimes against humanity;
- That encourage suicide;
- That offer or promote unauthorized online gambling and betting services;
- That allow third parties to directly or indirectly obtain i) modified or unauthorized software, ii) unauthorized software serial numbers, iii) software enabling intrusion into IT, telecommunications, and automated data processing systems, iv) viruses or other malicious logic bombs;
- That allow third parties to directly or indirectly obtain illicit substances or products;
- That infringe on the privacy of correspondence;
- That are confidential under legislative measures or legal acts (including insider information or those protected by professional secrecy);
- That fall under prohibited event services according to competition authorities.
The Client agrees to implement all necessary measures to restrict minors' access to any erotic or pornographic elements on its Website.
The Client also commits not to include hyperlinks on its Website that directly or indirectly lead to pages disseminating illegal content.
In the event of non-compliance with these commitments, ALLOPASS reserves the right to identify the Breach and enforce the inherent actions provided that all the above terms of notification and proof have been met (5.3.2 Termination for Breach and 6.8 Penalties).
The Client is solely responsible for the Content on its Website. Under no circumstances can ALLOPASS be held liable for the Client's failure to fulfill these obligations.

8.6. Miscellaneous Obligations

The Client undertakes not to disclose to any third party the information contained in their signed Purchase Order and Quote. In the event of non-compliance with this obligation, ALLOPASS reserves the right to initiate legal proceedings and impose financial penalties on the Client of two thousand euros (€2,000 Excl. TAX).
The Client agrees not to make statements or take actions that could harm the image, name, and/or reputation of ALLOPASS.
The Client undertakes not to infringe on any rights held by ALLOPASS, including but not limited to the reproduction or adaptation of any part of the material or software components of the Service.
The Client is prohibited from subleasing the Service(s) provided under the Contract.
The Client agrees to inform ALLOPASS of any changes to their identity or address (Article L 224-46 I, paragraph 1 of the French Consumer Code).
The Client agrees to provide ALLOPASS with all information related to the Services offered for each operated number and to notify ALLOPASS of any changes to this information (Article L 224-46 I, paragraph 2 of the French Consumer Code).
If the requested information is not provided or is not up to date, pursuant to Article L 224-46 II of the French Consumer Code, ALLOPASS may suspend the Service that does not meet these criteria and, in the case of repeated non-compliance, terminate the Contract under the conditions set forth in Article 5.3.2 above, by informing the Client.

8.7. Responsibilities

In the event that ALLOPASS is held liable by a third party for any reason due to a breach attributable to the Client, the Client agrees to indemnify ALLOPASS upon first request for any fines imposed and all reasonable costs incurred in defending ALLOPASS (including reasonable attorney fees and reasonable expert fees).

ARTICLE 9 – STATISTICS

9.1. Statistics Used

Throughout the duration of the Contract, only the statistics provided by ALLOPASS shall serve as the basis for the accounting of payments and the execution of Payouts to the Client, which the Client accepts without reservation.
ALLOPASS retains all information related to the commissions it collects for the duration of the legally applicable retention period. ALLOPASS allows the Client to access this information in the form of monthly summaries (downloadable and printable) from the Client's ALLOPASS account.

9.2. Operator Statistics

To ensure the utmost transparency and impartiality regarding payment operations, the Parties shall rely solely on the comparison of statistics provided by ALLOPASS with:
- For payments involving an Operator: the statistics from the relevant Operator;
- For payments involving an Aggregator: the statistics from the relevant Aggregator;
- For payments made via Credit Card: the statistics from the banking service provider managing the remote sales contract that processed the transactions in question.
Exceptionally, in the case of a shared payment method, only ALLOPASS's statistics will be considered valid, as ALLOPASS is the sole entity capable of providing them by definition.

ARTICLE 10 – FIGHT AGAINST FRAUD AND MONEY LAUNDERING, PAYMENT DISPUTES

10.1. Fight Against Fraud and Money Laundering

Each Party undertakes, for the entire duration of the Contract, to comply with applicable laws regarding fraud prevention and anti-money laundering. Both Parties particularly agree to respond promptly to any request from the other Party or a judicial or administrative authority concerning their activity.
Any violation by either Party of regulations concerning fraud prevention and anti-money laundering constitutes a particularly serious breach, resulting in the termination of the

Contract under the terms set forth in Article 10. Amounts derived from fraudulent transactions or money-laundering operations will be held by the Party possessing the concerned funds until a decision from their management or a judicial or administrative authority is rendered. If ALLOPASS is the Party holding such funds, the amounts in question will be kept in a segregated account opened by ALLOPASS.

10.2. Fraudulent Payments

In the event of a fraudulent payment by a User—whether due to a stolen mobile phone, misuse of an operator's phone line, or operator number, or more generally any fraud beyond ALLOPASS's control—no Payout will be made to the Client. If the fraudulent amount has already been recorded by ALLOPASS or paid to the Client, the Client agrees that the corresponding amount will either be deducted from their Payouts or reimbursed to ALLOPASS, regardless of the date of the fraud.

In cases of suspected fraud, and in order to mitigate associated risks, ALLOPASS may withhold the entire amount concerned for a maximum of one (1) month. If fraud is not proven, ALLOPASS will then release the amount concerned.

ARTICLE 11 – INTELLECTUAL PROPERTY

The Platform, along with all its contents, including text, databases, graphics, software, applications, scripts, APIs, visual and audiovisual elements, are the exclusive property of ALLOPASS and are protected under intellectual property law. Generally, neither Party acquires any intellectual property rights over any elements belonging to the other Party as a result of the Contract.

The Client agrees not to remove ALLOPASS branding from any material made available to them by ALLOPASS.

ARTICLE 12 – PERSONAL DATA – GDPR

12.1. Client's Personal Data and Use of Cookies

ALLOPASS collects and processes the Client's personal data to enable subscription to the Service, access to their ALLOPASS account, and the payment of funds collected by ALLOPASS under the Contract. These data are retained for the duration of the Client's use of ALLOPASS services and for an additional five (5) years. They are securely stored in France.

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 delete their personal data communicated to ALLOPASS.

For operational purposes, the Platform uses cookies containing data related to the Client's identification and navigation on ALLOPASS websites and services. The Client may block or delete cookies via their browser settings; however, certain Services may require cookies to function.

The Client may access their personal data via their ALLOPASS account or contact ALLOPASS at privacy@allopass.com.

ALLOPASS will disclose data requested by judicial or administrative authorities.

12.2. Processing of Personal Data

The Parties acknowledge that the provision of payment services through the Platform involves the processing of Personal Data. For full understanding of the following provisions, the terms "Personal Data," "Data Controller," "Processor," "Data Subject," "Recipient," "Personal Data Breach," and "Processing" shall have the meanings defined by data protection regulations, such as the GDPR, and for France, the transposition law on personal data protection dated June 20, 2018. In this context, it is expressly agreed that the Client remains the Data Controller of their Personal Data and retains full control over their databases. The Client determines the purposes of the processing, the means and measures implemented to carry it out, as well as the use of service providers.

ALLOPASS acts solely as a Processor within the meaning of the legal provisions on Personal Data protection. To this end, ALLOPASS guarantees that it possesses the necessary technical and organizational expertise to perform the services entrusted to it by the Client in compliance with the obligations set forth in this article and strictly within its scope.

ALLOPASS may only process Personal Data in strict compliance with this article. As such, Personal Data may not be used for any purpose other than those outlined herein. Consequently, within the framework of the Contract, ALLOPASS will act exclusively on behalf of the Client, based on the stipulations of this article and solely in accordance with the Client's instructions.

Personal Data remains at all times the property of the Client, who is accountable to the relevant authorities in accordance with data protection regulations.

12.2.1. Client's Obligations

As the Data Controller, the Client undertakes to:

- Review the conditions for the processing of Personal Data outlined in the Order Form or Quote and, where applicable, complete and return them to ALLOPASS electronically;
- Document in writing any instructions regarding the processing of the Data by ALLOPASS;
- Be aware of and comply with the obligations imposed by the GDPR that are applicable to them, and only seek ALLOPASS's assistance if ALLOPASS is capable of providing the requested elements;
- Ensure, both in advance and throughout the duration of the processing, that ALLOPASS complies with the obligations under the GDPR as specified in Article 12.2.7; and
- Supervise the processing, including conducting audits and inspections of ALLOPASS under the conditions set forth in the article.

12.2.2. Obligations of ALLOPASS

As a processor, ALLOPASS commits to:

- Processing the Data solely for the purpose(s) that is/are the subject of the subcontracting, in accordance with the provisions of the Contract;
- Processing the Data in accordance with the documented instructions of the Client. If ALLOPASS considers that an instruction constitutes a violation of the GDPR or any other provision of European Union law or Member State law related to Data Protection, it will immediately inform the data controller. Furthermore, if ALLOPASS is required to transfer Data to a third country or an international organization under EU or Member State law, it must inform the Client of this legal obligation prior to processing, unless the concerned law prohibits such information for important public interest reasons;
- Ensuring the confidentiality of the Personal Data processed under the Contract, in accordance with the provisions of the confidentiality clause;
- Not exploiting or using, within the limits of its legal obligations provided in Article 12.2.10, any Personal Data that may be stored or temporarily hosted as part of the provision of the payment platform for its own needs or on behalf of third parties;
- Ensuring that any person authorized to process Personal Data under the Contract:
- Commits to confidentiality or is subject to an appropriate legal confidentiality obligation; and
- Receives the necessary training in Personal Data protection.
- Taking into account, regarding its tools, products, applications, or services, the principles of Data protection by design and Data protection by default;
- Making its dedicated Data protection contact available to the Client at the address privacy@allopass.com.

If necessary and at the express request of the Client, ALLOPASS commits to assisting the Client, under the conditions set out in Article 12.2.7, with:

- Conducting impact assessments related to Data protection;
- Conducting prior consultation with the supervisory authority.

The Personal Data will be hosted by ALLOPASS on servers located in France. ALLOPASS commits to informing the Client in advance of any changes to the location of Data hosting.

12.2.3. Security Measures

As part of the Contract, ALLOPASS will implement the necessary measures to protect Personal Data that may be stored or temporarily hosted in the course of contractual services against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access, particularly during the transmission of Data, as well as against any other form of unlawful processing.
ALLOPASS commits to implementing the following security measures:
- Means to ensure the confidentiality, integrity, availability, and ongoing 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, assessing, and evaluating the effectiveness of technical and organizational measures to ensure processing security.
ALLOPASS commits to maintaining these means throughout the execution of the Contract and, if unable to do so, to informing the Client as soon as possible. In any case, ALLOPASS commits, in the event of any changes to the means used to ensure the security and confidentiality of Data and files, to replacing them with means of superior performance.

12.2.4. Notification of Personal Data Breaches

ALLOPASS notifies, via email to the address of the person responsible for personal data protection (the DPO), or, in the absence of such a communication from the Client, to the email address provided by the Client at the time of account creation, any personal data breach within a maximum of two (2) business days after becoming aware of it. This includes any security breach resulting in the accidental or unlawful loss, alteration, disclosure, or unauthorized access to personal data being processed.
At the Client's request, ALLOPASS may, on behalf of the Client, notify the concerned individual of the personal data breach as soon as possible if the breach is likely to result in a high risk to the rights and freedoms of a natural person.

12.2.5. Information and Exercise of Data Subjects' Rights

It is the Client's responsibility to provide information to the data subjects regarding the processing operations at the time of data collection.
Where possible, ALLOPASS commits to assisting the Client in fulfilling its obligation to respond to requests from data subjects exercising their rights under applicable legislation.
In cases where data subjects directly exercise their rights with ALLOPASS, ALLOPASS commits to forwarding these requests to the Client as soon as it becomes aware of them. Such communication will be sent via email to the address of the person responsible for personal data protection (DPO), or, in the absence of such communication from the Client, to the email address provided by the Client at the time of creating their online account.

12.2.6. Record of Processing Activities – Documentation

ALLOPASS declares that it maintains a record of all categories of processing activities performed on behalf of the Client, who acts as the data controller, including:
- The name and contact details of the Client on whose behalf it acts, any subcontractors, and, where applicable, the Data Protection Officer (DPO);
- The categories of processing activities carried out on behalf of the Client;
- Where applicable, transfers of personal data to a third country or an international organization, including identification of that third country or organization and, in the case of transfers under Article 49(1), second subparagraph of the GDPR, documentation of the existence of appropriate safeguards;
- To the extent possible, a general description of the technical and organizational security measures, including, but not limited to:
- Encryption of personal data;
- Measures to ensure the confidentiality, integrity, availability, and resilience of processing systems and services;
- Measures to restore the availability of and access to personal data in a timely manner in the event of a physical or technical incident;
- A process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures to ensure processing security.
ALLOPASS commits to providing the Client, upon request, with the documentation necessary to demonstrate compliance with all obligations and to allow for audits, including inspections, by the Client or an auditor designated by the Client, and to contribute to these audits.
In the event of an audit, the Client agrees to provide ALLOPASS with prior notice of at least fifteen (15) days before the audit date, by registered mail with acknowledgment of receipt.

12.2.7. Controls Conducted by the Client on Processing Performed by ALLOPASS

To comply with its obligations under Article 12.2.1, the Client must send ALLOPASS, at least fifteen (15) business days before the desired date, a reasoned request specifying the elements it wishes to review. ALLOPASS reserves the right to deny the Client's request if the requested information is already accessible to the Client through other means.
Any audit and/or control conducted by the Client shall be limited to one (1) per year and shall be carried out at the Client's sole expense.

12.2.8. Responsibilities

In accordance with the GDPR, ALLOPASS shall only be held liable for damage caused by the processing of data if it has failed to comply with its obligations under the GDPR as a processor or if it has acted outside or contrary to the lawful instructions given by the Client.
ALLOPASS's liability towards the Client shall be limited to damages that directly and immediately result from the failure to fulfil its obligations under the GDPR, and this shall be subject to the conditions of general law. Punitive damages are expressly excluded. The total liability of ALLOPASS under the Contract shall not exceed the total amount of commissions received by ALLOPASS during the twelve (12) months preceding the occurrence of the event giving rise to the claim.
The Client or ALLOPASS shall be exempt from liability for damages caused by the processing implemented if it proves that the event causing the damage is not attributable to it.
Regarding damages suffered by a data subject due to a processing operation carried out in violation of the GDPR, the liability of each Party shall be determined under the conditions detailed in Article 82 of the GDPR.

12.2.9. Data Disposal

At the end of the service provision related to the processing of these Data, ALLOPASS commits, according to the Parties' choice, to:
- destroy all Personal Data, or
- return all Personal Data to the Client, or
- transfer the Personal Data to a new processor designated by the Client.
If the Client opts for the restitution of its Data, ALLOPASS undertakes to ensure the technical restitution to enable the Client or a third party designated by the Client to resume administration of the Data, within the limits of a reasonable level of complexity.

This right may be exercised during the period necessary for the restitution and, at the latest, within two (2) months from the date of notification of the termination or cessation of the contractual relationship for any reason.
Any additional services related to the restitution requested by the Client shall be at their expense.
The return of the Data shall be accompanied by the destruction of all existing copies in ALLOPASS's information systems, which will be confirmed in writing.

12.2.10. Processing Performed by ALLOPASS Pursuant to a Legal Obligation

As part of its obligations as an electronic communications operator and agent of a payment service provider, ALLOPASS acts as a data controller in processing Users' Personal Data for the following purposes:
- Judicial or administrative requisition (Article R10-13 of the French CPCE);
- Verification of a transaction/operator billing (Article R10-14 of the French CPCE);
- Fraud prevention.

The Client expressly agrees that the data will not be disclosed to third parties.

ARTICLE 13 –MODIFICATIONS TO THESE GENERAL TERMS AND CONDITIONS OF SALE

ALLOPASS reserves the right to unilaterally modify these General Terms and Conditions of Sale (GTC) upon providing one (1) month notice, particularly in the event of legislative, technical, or commercial developments.
In the event of modifications, ALLOPASS will notify the Client of these changes through a pop-up window displayed upon the Client's login to the Back Office web portal provided by ALLOPASS for the management and monitoring of their activity, or by any other appropriate written means.
If the Client refuses the modifications, the Contract may be terminated without notice or indemnity.

ARTICLE 14 – FORCE MAJEURE

The provisions of the Contract shall not apply in the event of force majeure delaying or preventing one of the Parties from fulfilling its obligations.
Force majeure refers to any event exhibiting the characteristics of externality, irresistibility, and unpredictability as recognized by the jurisprudence of courts and tribunals, which would prevent one or both Parties from performing all or part of their commitments under the present terms.
Expressly, in addition to those commonly recognized by courts and tribunals, the following events are considered cases of force majeure: earthquakes, fires, storms, floods, strikes, wars, and terrorist attacks.
The Party invoking the inability to perform due to force majeure must:
- Notify the other Party by any means of the occurrence of a force majeure event, specifying its nature, start date, and estimated duration;
- Take, as soon as possible, all appropriate measures to remedy the situation and, in any case, to mitigate its effects.

If the event constituting force majeure persists 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 compensation, by sending a registered letter with acknowledgment of receipt to the other Party within a ten (10) day notice period.
If the duration of the event constituting force majeure is less than one (1) month, the obligations under the Contract will be suspended for the entire duration of the force majeure. The Contract will resume normal execution upon the cessation of the force majeure event.

ARTICLE 15 – ENFORCEABILITY OF ELECTRONIC AND SMS COMMUNICATIONS

The Client expressly agrees that any request made via email shall be enforceable against them and that proof of the Client's consent regarding such requests shall consist of a record within the ALLOPASS information system. The Client thus accepts that this data be recorded and reproduced on a digital medium chosen by ALLOPASS, which the Client acknowledges as having evidentiary value.

ARTICLE 16 – INDEPENDENCE OF CLAUSES

If one or more provisions of the Contract are held to be invalid or declared as such pursuant to a law, regulation, or a final decision by a competent court, the other provisions shall retain their full force and effect. The Parties agree to replace the invalidated clause with a provision that most closely approximates the intent and objective pursued by the Parties with the clause that needs to be replaced.

ARTICLE 17 – MISCELLANEOUS PROVISIONS

The Parties expressly declare that the Contract cannot under any circumstances be interpreted or considered as constituting a partnership agreement. Any *affectio societatis* is formally excluded.

ARTICLE 18 – APPLICABLE LAW AND JURISDICTION CLAUSE

This Contract is governed by the laws in force in France, which the Parties expressly agree to.
Any dispute relating to the validity, interpretation, or execution of the Contract, and after the failure of any conciliation attempt, shall be submitted to the competent courts of Paris (75), France.

Services provided by ALLOPASS to the Client:
☐Service A – Premium IVR
☐Service B – Premium SMS
☐Service C – DCB
☐Service D – CB
☐Service E – Push
☐Service F – Allopass micropayment
☐Service G – Allopass Digital Goods (clic.mobi)

APPROVAL AND SIGNATURE	
Name of the signatory:	
Title of the signatory:	
Done in:	
On:	
Signature :	

SERVICE A – PREMIUM IVR

ALLOPASS refers to a number as either a geographic number, a free IVR number, or a premium IVR number.
Depending on the country, ALLOPASS can provide long or short numbers.
Similarly, depending on the country, ALLOPASS may provide general-purpose premium IVR numbers or numbers dedicated to adult content.
Voice services can be accessed from either a landline or mobile phone.
For calls made to premium IVR numbers, the amounts are directly charged to the User's operator phone bill.
For calls made to free IVR numbers, the Client will bear the cost of collecting the calls and the service provided by ALLOPASS.

A.1. Service Activation

The activation of a voice Service is contingent upon the availability of number(s) from ALLOPASS, the reservation of number(s) with the Regulator, their activation by an Operator or Aggregator, or the Inbound Portability of number(s) already used by the Client with another Service provider.
If the numbers are unknown at the time of signing the Contract, the list of number(s) made available to the Client will be accessible in their account. These number(s) are an integral part of the Contract and are accepted without reservation.

Depending on ALLOPASS's availability in the target country [IA], the Client must:

- Specify the type of number [IB], with [IB] = Pay for a premium IVR number, [IB] = Freephone for a free number, or [IB] = DID for a geographic number.
- Indicate the desired mnemonic quality associated with the number [IC]. The available qualities are:
- DIAMOND: Reserved for short numbers, billed at three thousand three hundred and thirty-three euros per month (€3,333/month exc. VAT) [IM] with no possible discount [IN].
- PLATINUM: two hundred euros per month (€200/month Excl. VAT) [IM], with a possible discount of up to 100% [IN].
- GOLD: one hundred and fifty euros per month (€150/month excl. VAT) [IM], with a possible discount of up to 100% [IN].
- SILVER: hundred euros per month (€100/month Excl. TAX) [IM], with a possible discount of up to 100% [IN].
- BRONZE: fifty euros per month (€50/month excl. TAX) [IM], with a possible discount of up to 100% [IN].
- OTHER: €0/month.

ALLOPASS will make every effort to meet the request but does not guarantee success.
Clients may receive a discount of up to 100% [IN], except for DIAMOND numbers.
- Indicate their preference for the assignment of a number or specify the first and last number in [IE] and the expected number of numbers [IL].
- Indicate the target audience in [IF] with the following possible values: [IF] = ALL for all types of uses except sexy and adult content, [IF] = Sexy for sexy content, [IF] = Adult for adult content (typically includes pornography).
- Specify any preference for the number's holder and associated collection operator, such as ALLOPASS numbers collected by ORANGE ([ID] = ALLOPASS / ORANGE), ALLOPASS numbers collected by SFR ([ID] = ALLOPASS / SFR), or SFR numbers ([ID] = SFR / SFR).

ALLOPASS must:
- Indicate if the Client will have variable remuneration based on thresholds [IZ].
- Indicate the Client's per-call revenue [IPM].
- Indicate the Client's hourly revenue [IQM].
- Specify payment terms (see Article 11.5: Payouts on Numbers) in [IR1] and [IR2].

If the Client uses a Synergy, ALLOPASS must:
- Specify the Synergy used [IJ].
- Indicate the per-call revenue paid to the Synergy [IPS].
- Indicate the hourly revenue paid to the Synergy [IQS].

A.2. Short Codes

ALLOPASS can provide short codes (e.g., in France, 3BPQ or 118 XYZ).
The Client acknowledges that the activation and deactivation of short codes require the preparation of files submitted to the regulator and the collection operator or aggregator, with associated costs defined in [IM]. These costs will be billed as soon as the regulator makes the number available, even if the number is not yet operational.

A.3. Inbound Number Portability

At the Client's request, ALLOPASS may initiate an Inbound Portability request for a number.
The Client agrees that ALLOPASS will become the new holder and operator of the number.
ALLOPASS is only obligated to make reasonable efforts, as this request is contingent on the acceptance of an Outbound Portability by the Client's previous Service provider.
If the previous Service provider refuses to process an Outbound Portability, the Client acknowledges that it is their responsibility to obtain authorization for the Outbound Portability from their previous Service provider. Proof of this authorization must be provided before ALLOPASS makes another attempt at Inbound Portability.
Field [ID] must include the name of the current operator, followed by the keywords "Incoming porting." For example, [ID] = ORANGE incoming porting.
If all the Number(s) assigned to the Client are undergoing Outbound Portability, the contract is automatically suspended.

A.4. Call Collection

A.4.1. Call Collection on Commercial Geographic Numbers

Upon request, the Client will be assigned one or more geographic numbers that can be used as commercial numbers.
For calls made to commercial geographic numbers, no Payouts will be made by ALLOPASS.
However, the Client acknowledges and agrees to the operational costs [IPM] and/or [IQM], which will be invoiced by ALLOPASS to the Client (negative amounts imply an invoice from ALLOPASS to the Client).

A.4.2. Call Collection on IVR Numbers

Upon request, the Client will be assigned one or more free or premium IVR numbers, subject to the following pricing models:
- Per call (also known as per transaction) [IG] = AXXX,
- Per duration [IG] = DXXX,
- Mixed (both per call and per duration) [IG] = AXXX-DXXX.

The three letters "XXX" correspond (in the country's currency) to an amount in cents. For example, €3 is defined as 300. A per-call charge of €3 will be coded as [IG] = A300, while a per-duration charge of €0.8 will be coded as [IG] = D080.

A.4.3. Call Collection on IVR Numbers Associated with a Pool

If the Client's communication does not directly involve an IVR number attached to a Pool, ALLOPASS reserves the right to adjust the number of numbers in a Pool (to match traffic typology) or to change IVR numbers, provided that User billing conditions remain similar.
Depending on the country and the rules imposed by the Regulator, some User tariffs may not be available [IG].

A.4.4. Call Collection and Outgoing Call Costs

These costs will be indicated as negative amounts and billed based on the hours of collected traffic.

A.4.4.1. Costs of National Call Collection

Depending on the country [IA], costs for national call collection [IT] may apply.

A.4.4.2. Costs of Mobile Call Collection

Depending on the country [IA], costs for collecting calls originating from mobile devices [IU] may apply.

A.4.4.3. Costs of International Call Collection

Depending on the country [IA], costs for collecting calls originating from international numbers [IV] may apply.

A.4.4.4. Costs of Call Collection from French Overseas Departments (DOM)

French regulations require ALLOPASS to collect calls originating from the following DROMs: Guadeloupe, Martinique, French Guiana, Réunion island, and Mayotte.
All IVR numbers are subject to this regulation, without exception.
The additional collection cost depends on the Collection Operator for the IVR number. This cost will be defined in [IW].

A.4.4.5. Costs of Outgoing Calls in France

The Client may operate a service requiring outgoing calls to metropolitan France. [IX] specifies the cost of calling a landline number, while [IY] specifies the cost of calling a mobile number.

A.4.5. Content

A.4.5.1. Service with Content

By default, the Client's Service(s) are associated with Content provided by ALLOPASS, [IH] = name of the service.
The list of Content provided by ALLOPASS is available upon simple request via email at sales@allopass.com.

A.4.5.2. Service with Live Content

Certain Services can only operate with Live Content provided either by the Client themselves or by ALLOPASS Partners, [IH] = name of the service.
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 where the commercial geographic number or IVR number is operated, as well as to adhere to any new legal obligations. In this respect, the Client guarantees compliance with their obligations and releases ALLOPASS from any liability.

A.4.5.3. Service without Content

The Client is not required to use Content provided by ALLOPASS.
In this case, the number(s) are referred to as bare, [IH] = Extern.
The Client must provide ALLOPASS with the destination number(s) for conventional call routing or the SIP address preceded by the keyword “SIP:” for VOIP routing in [IK].

A.4.6. Outgoing Call Quality

When using a Service generating outgoing calls (or collecting incoming calls) involving animation staff (such as a fortune teller), the Client assumes responsibility for any quality issues related to the telephone lines used by their personnel or the supplier’s personnel.
It is understood that calls made from abroad, SIP phones, or internet boxes may result in a reduction in call quality (including call drops), and ALLOPASS cannot be held liable for these situations.

A.4.7. Call Recording

The Client may activate the recording of Users’ telephone conversations with their Consultants as part of providing Services with Live Content. This feature allows the Client to record one or more interactions with the interactive Service for a specified period.
The Client can retrieve these recordings as downloadable files accessible only to them via the ALLOPASS platform. These files have a limited retention period and will be deleted from ALLOPASS servers once their retention period has expired.
The recording option is activated under the sole responsibility of the Client. As ALLOPASS conducts the recordings on behalf of the Client, it cannot be held liable for these recordings.
The Client expressly undertakes to comply with French legislation on telephone recordings and any new legal obligations. In this regard, the Client guarantees that they have completed the necessary formalities and complied with their obligations, releasing ALLOPASS from any liability.

A.5. Service Termination

To terminate a Service based on one or more numbers, the Client must inform ALLOPASS by email at sales@allopass.com. ALLOPASS must acknowledge receipt of the email to confirm the request.
An Outbound Portability request, whether accepted or not by ALLOPASS, automatically triggers the Commercial Termination of the number(s) concerned.
The Client acknowledges that they must continue to bear any costs incurred until the Service is effectively terminated with ALLOPASS, the Regulator, the Operator, or the Aggregator that provided the number(s).
For example, in France, returning a short IVR number such as a 3BPQ (e.g., 3434 or 3999) may require up to four (4) months for termination.

A.6. Outbound Number Portability

The Client may exercise their right to request Outbound Portability of their IVR number to a new Service provider.
This request can only be fulfilled if portability is structurally permitted by the Regulator, Operator, or Aggregator in the target country.
For example, in France, short numbers such as 3BPQ and 118 XYZ cannot be ported.
This request does not exempt the Client from their financial obligations, particularly the reimbursement of any discounts granted by ALLOPASS in the Quote or Purchase Order over a minimum period of two (2) years or the entire provisioning period [IM].

A.7. COMMISSION, BILLING, PAYOUTS, COSTS, AND RENEWABLE CASH RESERVE

A.7.1. Payouts on Numbers

The Payout applies to each call made to a geographic number, a free IVR number, or a premium IVR number.
For the Client, the Payouts (or costs) can be on a per-call basis [IPM], per-duration basis [IQM], or both [IPM] and [IQM]. For the content provider (Synergy), the Payouts (or costs) can be on a per-call basis [IPS], per-duration basis [IQS], or both [IPS] and [IQS]. For geographic numbers and free IVR numbers, the Payout will be negative and represent a cost for the Client.

A.7.2. Payouts on Numbers with Volume Objectives

It is possible to define volume targets to increase the Payout or reduce costs.

To do this, [IZ] must specify the target (e.g., “> 5000 calls”) to trigger a change in the Payout structure. In such cases, [IPM] and [IQM] for the Client, or [IPS] and [IQS] for the content provider, will include the updated Payout.
For costs, [IX] and [IY] may also be defined.
As such, a definition for [IZ] must include: <, >=, > or <=, a numerical value (the threshold), and the condition (calls or hours).

SERVICE B – PREMIUM SMS

An SMS+ service consists of an SMS+ short code [JF] associated with one (1) or more keyword(s) [JG].
A keyword containing an asterisk (*) indicates that all keywords are associated with the Client. A keyword containing text and ending with an asterisk (*) indicates that the keyword and anything following it are assigned to the Client.

The Client acknowledges being informed of the option to choose between using a dedicated short code ([JE] = Dedicated) or a shared short code ([JE] = Shared).
While a dedicated short code, depending on the country, may be more expensive, it guarantees exclusive use. Conversely, a shared short code, which is significantly more cost-effective, is shared with other Clients.
By opting for a shared short code, the Client expressly accepts the inherent risks of this solution, including those related to the actions of third parties, such as another ALLOPASS Client or an aggregator's client, which could result in temporary or permanent Service interruptions.
These interruptions or malfunctions shall not, under any circumstances, entitle the Client to claims for compensation, whether financial or otherwise, against ALLOPASS.
The Client remains free to subscribe to a dedicated short code to avoid these potential risks.

B.1. Service Activation

The activation of an SMS+ Service is contingent on the availability of a Short Code and Keyword(s) with ALLOPASS, or the reservation of a Short Code with the Regulator, and its activation with Mobile Operators or an Aggregator.
The Client must:
- Specify the target country [IA],
- Indicate the target audience in [IF] with the following possible values: [IF] = ALL for all types of uses except sexy and adult content, [IF] = Sexy for sexy content, [IF] = Adult for adult content (typically includes pornography).
- Specify the expected keyword (or list of keywords) in [JG].

ALLOPASS must validate with the Client:
- The pricing model, whether billing occurs on MO (Mobile Originating) [JC], MT (Mobile Terminating) [JD], or both MO and MT. The tariff will be indicated in the following format: **A** for per transaction, followed by XXX. The three letters XXX correspond (in the country's currency) to an amount in cents. For example, €4.5 is defined as 450. Thus, an MT SMS costing €4.5 will be coded as [JD] = A450.
- The short code to be used [JF].
- Whether Content will be associated with an ALLOPASS Service or if MO SMS messages should be routed to Content provided by ALLOPASS ([JH] = service) or by the Client ([JH] = Extern).
For external routing, the asynchronous delivery URL for MT SMS messages must be associated with [JI]. For synchronous delivery, a comment must be added.
- Whether the Short Code is dedicated to the Client (the Client is the sole operator of all Keywords), in which case [JE] = Dedicated. If the Short Code is shared among multiple Clients, [JE] = Shared.

B.2. Dedicated Short Code

If the Client wishes, they may obtain a Dedicated Short Code, subject to the approval of their request by ALLOPASS, the Regulator responsible for allocation in the target country, and the technical activation by Mobile Operators and/or an Aggregator.
The Client is informed that this may result in a delay (up to several months) before the Short Code is fully activated by Mobile Operators. The associated costs will be borne by the Client, even if no revenue-generating traffic is possible during this time.

B.3. Donation Services

ALLOPASS only provides donation services in France.
The establishment of an SMS+ donation service is contingent upon ALLOPASS's ability to provide the Service and the Regulator's approval of the application.
By default, ALLOPASS will assign the Client a Shared Short Code, associated (at a minimum) with one Keyword [JE].
The Client must define the donation amounts for Users, which will be linked to each Keyword [JG].

B.4. Service Termination

To terminate a Service based on a Shared Short Code, the Client must inform ALLOPASS that they wish to return the Keyword(s).
To terminate a Service based on a Dedicated Short Code, the Client must inform ALLOPASS that they wish to return the Short Code. The Client acknowledges that they must continue to bear any costs incurred until the Service is effectively terminated with ALLOPASS and the Mobile Operators or Aggregator who provided the Short Code.
Termination requests must be made by email to sales@allopass.com, and ALLOPASS must acknowledge receipt of the email to confirm the request.

B.5. Traffic Adaptation

The platform is configured to handle SMS+ Services with a standard throughput of one (1) SMS per second.
The Client is advised to contact ALLOPASS at least thirty (30) days before any planned operation to report any communication campaigns requiring specific exceptional scaling.
Costs associated with such operations, as billed by Operators and/or Aggregators, will be passed on to the Client.

B.6. Content

B.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 is available upon request by email at sales@allopass.com

B.6.2. Service with Live Content

Certain Services can only operate with Live Content provided either by the Client 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 where the SMS+ short code is operated, as well as to adhere to any new legal obligations. The Client guarantees compliance with their obligations and releases ALLOPASS from any liability.

B.7. COMMISSION, BILLING, PAYOUTS, COSTS, AND RENEWABLE CASH RESERVE

B.7.1. Payouts and Costs on Short Codes

Depending on the country, Payouts apply to each payment via an SMS-MO or SMS-MT associated with a Keyword and carried on an SMS+ Short Code technically active with an Operator or Aggregator.
Unless otherwise specified in the Purchase Order, Quote, or Client Account, Payouts will be made within thirty (30) days from the Client's Payout request for the ALLOPASS application and within sixty (60) days after the end of the period (bimonthly) for the MEDIAKIOSQUE application, subject to the provision of supporting documents at ALLOPASS's request.
The Client may have a constant Payout rate [JJ] = ALL for SMS MO [JK] and/or SMS MT [JL], or a specific Payout rate for each operator. In the latter case, [JJ] = the operator's name, and [JK] and [JL] represent the Payouts for SMS MO and SMS MT, respectively.
The Client also has the option to send Push SMS messages either using the Short Code, with pricing defined in [JN], or using a generic Short Code, with pricing defined in [JM].

B.7.2. Payouts on Donation Short Codes

ALLOPASS only offers this service in France. ALLOPASS processes the Payout of amounts owed to the Client in advance within forty-five (45) days from the date of the last day of collected traffic (e.g., for traffic from September 1 to September 30, payment will be made no later than November 15). The funds collected by the Operator(s) are transferred to ALLOPASS only after the Payout date.

As an exception to the preceding paragraph, it is specified that for the Operator Free, the Payout of amounts owed to the Client is not made in advance but within thirty (30) days after ALLOPASS receives the collected funds.
These details will be specified in the Purchase Order, Quote, or Client Account.

SERVICE C – DCB

A DCB service (such as I+ Mobile in France) consists of a Shop associated with one (1) or more amounts. The DCB Service must also include pay-per-use billing and/or subscription billing (weekly and/or monthly).

C.1. Activation of a Service

The conclusion of a DCB service (such as I+ Mobile in France) is subject to the availability of the payment solution with ALLOPASS or the reservation with the Regulator, Operators, or an Aggregator.
The Client must:
- Specify the target country in [IA],
- Specify the name of the service in [KA],
- Indicate the target audience in [IF] with the following possible values: [IF] = ALL for all types of usage except sexy and adult content, [IF] = Sexy for sexy content, [IF] = Adult for adult content (typically includes pornography),
- Indicate whether the payment solution is dedicated to the Client (used exclusively by the Client) by setting [JE] = Dedicated. If the solution is shared, set [JE] = Shared,
- Specify the pricing model in [KC]. For one-time purchases, use [KC] = One-Off. For subscription-based purchases with daily payments, use [KC] = Daily; for weekly payments, use [KC] = Weekly; and for monthly payments, use [KC] = Monthly,
- Specify the user cost (including TAX) for each purchase. This cost must be represented in the local currency of the country, with two decimal places. For example, €1 will be represented as 100, or 10 ZAR (South Africa) will be represented as 1000,
- Provide the landing page in [KF],
- Provide the service URL in [KG],
- Provide the notification URL in [KH]. This URL will be used to notify when a payment has been made, renewed, or when a subscription has been cancelled.

ALLOPASS may specify the type of purchase available in [KE]:
- [KE] = TAN (OTP) for a purchase made by entering a code received on the User's mobile phone, or
- [KE] = Click Flow (3G) for a purchase made by click, with automatic identification of the User's operator.

Payouts will be defined in [KI] and always expressed in the local currency of the country defined in [IA]. These may potentially be associated with operators defined in [JJ].
The Client may have payment thresholds, with the activation criteria defined in [IZ].
Potential Push MT costs can be defined in [JM].
These details will be specified in the Purchase Order or Quote.

C.2. Activation of a Donation Service

The establishment of an I+ Mobile donation service is contingent upon ALLOPASS's ability to provide the Service and the Regulator's approval in the target country.
The Client must define the donation amounts for Users, which will be associated with the Shop.
Only monthly subscriptions are available for this service.
These details will be specified in the Purchase Order or Quote.

C.3. Service Termination

To terminate a Service based on a DCB Shop (such as I+ Mobile in France), the Client must inform ALLOPASS of their intent to close it via email at sales@allopass.com. ALLOPASS must acknowledge receipt of the email to confirm the request.
The Client acknowledges that they must continue to bear any costs incurred until the Service is effectively terminated with ALLOPASS and the Mobile Operators or Aggregator that provided the Shop.

C.4. COMMISSION, BILLING, PAYOUTS, COSTS, AND RENEWABLE CASH RESERVE

C.4.1. DCB Payouts

Depending on the country, Payouts are applied to each payment validated through the Operator's payment page technically active with an Operator or Aggregator.
Payouts are also applied to weekly or monthly transactions automatically processed by ALLOPASS as part of subscription-related automated operations.
Unless otherwise specified in the Purchase Order, Quote, or Client Account, Payouts will be made within thirty (30) days from the Client's Payout request.

C.4.2. Payouts on DCB Donations

ALLOPASS only offers this service in France. ALLOPASS processes the Payout of amounts owed to the Client in advance within forty-five (45) days from the date of the last day of collected traffic (e.g., for traffic from September 1 to September 30, payment will be made no later than November 15). The funds collected by the Operator(s) are transferred to ALLOPASS only after the Payout date.
As an exception to the preceding paragraph, it is specified that for the Operator Free, the Payout of amounts owed to the Client is not made in advance but within thirty (30) days after ALLOPASS receives the collected funds.
These details will be specified in the Purchase Order, Quote, or Client Account.

C.5. Breach Identified by ALLOPASS

In addition to the violations already defined in the general section, the following violations apply to the I+ Mobile payment solution:
- Routing traffic directly to the Operator Payment Page (OPP).

SERVICE D – CB SHOP, PREPAID CARDS OR E-WALLETS (APPLE PAY AND GOOGLE PAY)

A payment service using CB (credit/debit cards), prepaid cards, or e-wallets consists of a Shop associated with one (1) or more amounts. The Service must also include pay-per-use billing and/or subscription billing (weekly and/or monthly).

D.1. Service Activation

The activation of a payment service using CB, prepaid cards, or e-wallets is contingent on the establishment of a Shop with ALLOPASS.
The Client must choose:
- The types of payment (pay-per-use and/or weekly or monthly subscription billing),
- The amounts Users can pay,
- The countries where the Shop will be accessible,
- The types of CB cards, prepaid cards, or e-wallets available.

These details will be specified in the Purchase Order, the Quote, or the Client's account.

Payment by Apple Pay or Google Pay is only available exclusively through the ALLOPASS DIGITAL GOODS offer.

D.2. Variation in CB Service Costs

As the costs associated with the CB Service may change beyond its control, ALLOPASS will pass these cost variations on to the Client.
These changes will be communicated to the Client via one of the following methods:
- By email,
- Through a pop-up window when the Client logs into the web Back Office provided by ALLOPASS for managing and monitoring their activity.

The Client may then decide whether to continue using this Service or discontinue its use.

D.3. Chargebacks

Refunds made by the PSP to End Users are referred to as chargebacks. Two types of amounts may apply:
- Within the eurozone [IR3-1],
- Outside the eurozone [IR3-2].

The amounts withheld by the PSP will, of course, be deducted from the Payouts made to the Client.

D.4. User Complaint Rate

The User Complaint Rate is an indicator of the quality of the Merchant's communication (advertising) as well as the quality of the content sold.
Allopass collects user complaints via email or telephone. Each complaint is logged in the Zendesk tool by Allopass. Each client generates service sales, which can lead to complaints.
The complaint rate is therefore the ratio between the number of complaints for a service and the number of sales.
Regardless of the type of claim made, each request collected by Allopass will be used to calculate the claim rate.
This rate is therefore measured by Allopass (via its user complaints service) and must remain below 1%.
Indeed, PSPs used by Allopass may decide to close payment solutions if this 1% rate is exceeded; this could lead to the closure of the entire business. This would be very serious for Allopass and its other Merchants.
This situation would imply that Allopass is entitled to send the Merchant a penalty under the conditions described in article 6.7.

D.5. Service Termination

To terminate a Service based on a CB Shop, the Client must notify ALLOPASS of their intent to close it via email at sales@allopass.com. ALLOPASS must acknowledge receipt of the email to confirm the request.

If the Complaint Rate reaches 1%, Allopass will inform the Merchant of the situation, which will then have 48 business hours to ensure the rate drops below 1%.
The Merchant will be informed by email and/or registered mail with acknowledgment of receipt.
If the Complaint Rate recorded by Allopass does not fall below 1%, Allopass will disconnect the service once the 48-business-hour period has passed.
The Merchant may then be liable for penalties as defined in chapter 6.7

D.6. COMMISSION, BILLING, PAYOUTS, COSTS, AND ROLLING RESERVE

D.6.1. Payouts on CB Shops

Payouts are applied to each payment validated by the card payment operator.
Payouts are also applied to weekly or monthly transactions automatically processed by ALLOPASS as part of subscription-related automated operations.
Unless otherwise specified in the Purchase Order, Quote, or Client Account, Payouts will be made within thirty (30) days from the Client's Payout request.

D.6.2. ROLLING RESERVE

ALLOPASS reserves the right to request the establishment of a Rolling Reserve of up to [IR5.1] percents of the Client's monthly revenue.
This Rolling Reserve will be recorded in a dedicated account and released after a maximum period of [IR5.2] months.
ALLOPASS will automatically use the Rolling Reserve to cover any amounts owed by the Client, including:
i) charge backs or RDR (Rapid Dispute Resolution)
ii) User Refunds
iii) penalties applied by Operators, Aggregators, Regulators, Payment networks (schemes) and/or Payment Service Providers,
iv) unpaid transaction costs, and/or
v) any negative account balances of the Client if the current balance is insufficient.
ALLOPASS reserves the right, at any time during the Contract term, after notification and with a minimum of fifteen (15) calendar days' notice, to modify the percentage of the Rolling Cash Reserve if the balance no longer allows the aforementioned expenses to be covered.
It is specified that the Rolling Reserve does not waive ALLOPASS's right to request the Client to pay the difference if the Renewable Cash Reserve is insufficient.

D.6.3. Breach Identified by ALLOPASS

In addition to the violations already defined in the general section, the following violations apply to the CB payment solution:
- When using CB solution, routing Users from undeclared websites directly to a payment page.

SERVICE E – PUSH SMS

The Push SMS Service allows MT SMS messages to be sent to Users via their MSISDN or an Alias (specific to France).
Push messages can be sent from:
- A short code that generated revenue [JN], or
- A generic push short code [JM].

Push messages can be informational or marketing (commercial offers).

E.1. Service Activation

The activation of a Push SMS Service is contingent on its establishment with ALLOPASS.
The Client must choose the target countries (note that international pricing differs from national pricing, and DOM pricing differs from metropolitan pricing).
For Push SMS messages sent to Users acquired through an SMS+ transaction in France, the Client acknowledges that Push messages can only be sent using the Users' Aliases (a condition imposed by French Mobile Operators).
The Client acknowledges the distinction between "Informational Push messages" (e.g., "Your access code to unlock your account is 1234"), which can be sent to Users 24/7, an "Marketing Push messages" (also known as self-promotion, e.g., "Call 3999 to discover your future, €3/call + call cost"), which can only be sent to Users Monday through Saturday, between 8 a.m. and 10 p.m.
Depending on the destination countries, the pricing grid will be made available upon request to sales@allopass.com or directly accessible via the Client's account.

E.2. Price Volatility

As Push SMS Service prices frequently fluctuate (upwards or downwards), ALLOPASS will adjust these price variations for the Client.
These changes will be communicated to the Client via one of the following methods:
- By email,
- Through a pop-up window when the Client logs into the web Back Office provided by ALLOPASS for managing and monitoring their activity.

The Client may then decide whether to continue using this Service or discontinue its use.

E.3. Service Termination

To terminate a Push SMS Service, the Client must notify ALLOPASS of their intent to close it via email at sales@allopass.com. ALLOPASS must acknowledge receipt of the email to confirm the request.

E.4. COMMISSION, BILLING, PAYOUTS, COSTS, AND RENEWABLE CASH RESERVE

4.4.1. Push Costs

A negative Payout (indicating billing costs) is applied for each MT SMS sent by ALLOPASS.
These details, as well as the billing schedules, will be specified in the Purchase Order, Quote, or Client Account.

SERVICE F – ALLOPASS MICROPAYMENT

F.1 Payment Methods

The ALLOPASS micropayment platform manages payments made using the following payment instruments:
- IVR Payments (Audiotel): The User makes a payment by calling a premium-rate phone number;
- SMS+ Payments (Premium SMS): The User makes a payment by sending a premium-rate SMS to a short code;
- Internet+ Box Payments: The User makes a payment directly through their Internet Service Provider (ISP) under subscription and billing terms defined by the ISP ("ISP billing");
- I+ Mobile Payments: The User makes a payment directly through their mobile operator under subscription and billing terms defined by the operator ("operator billing");
- Payment by Payment Cards (Credit/Debit Cards): The User makes a payment via a payment card;
- Payment by Prepaid Cards or E-wallets: The User makes a payment by debiting an accepted prepaid card or e-wallet ("prepaid card debit").

F.2. Operating Principle

For each payment made by a User, the ALLOPASS platform issues the User a transaction identification code (hereinafter referred to as the "CODE"), which the User enters on the Client's website page containing the ALLOPASS payment API script or request to finalize the transaction and access the content, goods, and/or services sold by the Client.
The ALLOPASS payment platform verifies the validity of the entered CODE.
- If valid, the User is redirected to the Client's website page granting access to the purchased content, goods, and/or services.
- If invalid, the User is notified via an error message generated by the payment platform, indicating the invalidity of the code.
Each transaction results in:
- The issuance of a single CODE by the payment platform;
- A single Payout to the Client.
For I+ Mobile payments, the CODE is automatically entered on the Client's website without User interaction. For these payments, the CODE is not disclosed to the User.
Similarly, for subscription payments, the CODE is automatically entered on the Client's website without User interaction. For these payments, the CODE is not disclosed to the User.

F.3. Payment Modalities

F.3.1. Pay-per-use Payments

The payment platform allows the Client to collect payments for transactions billed on a one-time basis, such as acquiring content, goods, and/or services payable in a single transaction. Each content, good, or service offered by the Client is billed at the Client's discretion and under their sole responsibility.
Depending on the nature of the content, goods, and/or services offered by the Client, they can determine whether the payment grants:
- Single or multiple access to the purchased content, goods, and/or services;
- Access to the purchased content, goods, and/or services for a predetermined period.
Note: Pay-per-use payments via I+ Mobile do not allow multiple access to the purchased content, goods, and/or services.
Payment parameters defined by the Client will be associated with the CODE issuance and recognition system. If the Client offers Users the possibility of multiple access, the User must re-enter the CODE for each access. When the maximum number of accesses permitted by the Client is reached, the authorization linked to the CODE is revoked.
Only the first use of the CODE generates a Payout; subsequent uses do not constitute new transactions.
Funds related to valid pay-per-use transactions are displayed in the Client's private interface (hereinafter referred to as the "ALLOPASS ACCOUNT").

F.3.2. Payment by duration

The payment platform allows the Client to collect payments based on usage time.
This payment method is only available for IVR payments, as they exclusively allow for duration-based surcharges. The call rate to the premium-rate telephone server corresponds to the pricing tier chosen by the Client for billing the Client's content, goods, and/or services.
Time-based billing is available for real-time consultation of the Client's website (hereinafter referred to as "Immediate Access") or deferred consultation (hereinafter referred to as "Deferred Access") of the content, goods, and/or services offered by the Client. These payment methods are detailed below.
Due to synchronization requirements between the ALLOPASS platform and the Client's website, the total effective time for accessing the Client's content, goods, and/or services may slightly differ from the duration of the communication with the premium-rate telephone service.
Funds related to valid time-based transactions are recorded, as an indication, in the Client's private interface (hereinafter referred to as the "CLIENT ACCOUNT").
According to the regulations in force in a given country, User calls that do not exceed the duration of the free tariff information message (MGIT) do not generate any funds for the Client.
Time-based Payment with "Immediate Access":
- A transaction identification code is issued to the User. The User is invited to dial a premium-rate phone number to validate and activate this transaction identification code. They are then automatically redirected to the first page of the Client's content, goods, and/or services.
- The User must remain connected to the premium-rate number for the entire duration of their consultation/use of the Client's content, goods, and/or services, simultaneously.
- Once the User disconnects from the premium-rate telephone service, the ALLOPASS platform revokes the authorization to access the Client's content, goods, and/or services. The User is automatically redirected to an exit page on the Client's website.
Time-based Payment with "Deferred Access":
- A transaction identification code is issued to the User. The User is invited to dial a premium-rate phone number to validate and activate this transaction identification code.
- The CODE is linked, by the CODE issuance and recognition system, to a time credit equal to the duration of the User's call to the premium-rate service.
- The time credit for consulting/using the Client's content, goods, and/or services acquired by the User can be utilized within sixty (60) days of the purchase that generated the CODE. The User may use their time credit over one or multiple sessions.
- For each consultation of the Client's content, goods, and/or services, the User must re-enter the CODE so that the ALLOPASS platform can verify its validity. The platform ensures that the sixty (60) day period has not expired and that the consultation time credit has not been fully utilized.
- Once the CODE is no longer valid, the ALLOPASS platform revokes the authorization to access the Client's content, goods, and/or services. The User is automatically redirected to an exit page on the Client's website.
- Only the purchase of the time credit constitutes a transaction eligible for Payout to the Client. This transaction is recorded for the Client's benefit upon the completion of the premium-rate telephone call that enabled the purchase of the time credit. Subsequent use of the CODE to access the Client's content, goods, and/or services is considered a technical service

incidental to the payment and does not generate additional funds for the Client.

F.3.3. Subscription Payment ("SUBSCRIBER PASS")

The payment platform allows the Client to collect payments for subscription plans (hereinafter referred to as "SUBSCRIBER PASS") to access the Client's content, goods, and/or services.
This payment modality is available for the payment instruments listed in Article F.1, excluding IVR Payments and SMS+ Payments.
The Client determines the price of the SUBSCRIBER PASS, its validity duration, and the method of purchase (the Client may limit the purchase options for a SUBSCRIBER PASS to one of the payment instruments, respecting a maximum cap of FIFTY EUROS EXCL. TAX (€50 excl. TAX) per month).
The SUBSCRIBER PASS characteristics will be linked to the CODE issuance and recognition system.
For each consultation of the Client's content, goods, and/or services, the User must re-enter the CODE so the ALLOPASS platform can verify the validity of the SUBSCRIBER PASS:
- If the SUBSCRIBER PASS is valid, the User is redirected to the Client's content or service page.
- If the SUBSCRIBER PASS has expired, the User is informed and automatically redirected to an exit page on the Client's site.
The Client may:
- charge certain content, goods, and/or services under the SUBSCRIBER PASS, and
- set specific content, goods, and/or services to be billed as "pay-per-use."
Only the purchase of the SUBSCRIBER PASS constitutes a transaction eligible for Payout to the Client. This transaction is recorded for the Client's benefit upon the purchase of the SUBSCRIBER PASS and the issuance of the CODE. Subsequent use of the CODE to access the Client's content, goods, and/or services is considered a technical service incidental to the payment and does not generate additional funds for the Client.
Funds related to SUBSCRIBER PASS transactions made by Users are recorded in the Client's ALLOPASS ACCOUNT.

F.3.4. Payment for Access to the Client's Website: "ACCESS TICKET"

The payment platform allows the Client to charge a one-time fee for full access to their website (hereinafter referred to as the "ACCESS TICKET").
This payment method is available for the payment instruments listed in Article F.1, excluding IVR Payments and SMS+ Payments.
The Client determines the price of the ACCESS TICKET and its purchasing method (the Client may limit the purchase of an ACCESS TICKET to one or more of the payment instruments listed in Article F.1, respecting a maximum cap of fifty euros (€50 excl. TAX).
The ACCESS TICKET is for single use only.
The characteristics of the ACCESS TICKET will be linked to 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 Client's content or service page.
- If the ACCESS TICKET has expired, the User is notified and automatically redirected to an exit page on the Client's site.
Funds related to ACCESS TICKET transactions made by Users are recorded in the Client's ALLOPASS ACCOUNT.

SERVICE G – Allopass Digital Goods

The Allopass Digital Goods service is a payment service by credit card (CB), DCB (I+ Mobile in France), Premium SMS and Premium IVR. However, this service does not allow the user to enter their credit card information. It only allows the use of payment solutions such as Apple Pay or Google Pay (or other similar solutions). The service can be monetized via pay-as-you-go and/or a (weekly) subscription.

The rates applied to credit card payments (via Apple or Google Pay) may be different from the rates applied to DCB or Premium SMS or Premium IVR. Similarly, it is possible to monetize content via a DCB subscription (I+ Mobile in France) while monetizing the same content on a pay-as-you-go basis via Premium SMS.
In this case, it is the Merchant's responsibility to limit the duration of access to the content in accordance with the policy applied to subscription monetization.

G.1. Eligible Services

Allopass only accepts Merchant services on Allopass Digital Goods if they offer one of the following contents:
- Exclusively sell virtual goods whose value is suitable for micropayment,
- Be licensed on video content, images, games, etc., or Merchant have his own exclusive content.
This means that the only possible option in the order form for the [**IF**] field is ALL

The following services are excluded from Allopass Digital Goods:
- Unlicensed Service Providers, Products and Services infringing copyrights,
- Illegal Content or Services, Racist, hatred, Any signs of modern slavery or human trafficking,
- Escort services, Adult classifieds products, Adult Dating,
- House raffles include pay-to-enter raffles, draws and competitions and lottery forwarding services,
- Services related to the stock market and/or investments, Offshore Bank Account Services, Selling/exchanging/trading of cryptocurrency, including NFTs, sale of anonymous open-loop/prepaid cards, or cash-equivalent electronic currency of any kind, Pyramid Selling, "get rich quick" Schemes posing as Multi-Level Marketing,
- Charities, Political, Religious Memberships and/or Organizations,
- In connection with auctions,
Mobile Phone Unlock Services, VPN/Anonymizer service, Email Spam Services, Business models offering deletion of data from the Internet, Malicious DDOS Attack, Essay Writing/'Contract cheating'.

G.2. Purchase order

The Purchase Order must define ALL payment solutions enabled in the Digital Goods service. If the Merchant uses Premium IVR, they must have the PREMIUM IVR offer. If the Merchant uses Premium SMS, they must have the PREMIUM SMS offer. If the Merchant also uses DCB, they must have the DIRECT CARRIER BILLING (DCB) offer. Obviously, the Merchant must have the CREDIT CARD (CB) offer with the Apple Pay or Google Pay options activated at a minimum.
For example, if the Merchant has the ALLOPASS DIGITAL GOODS offering, it would be ideal to have a complementary DCB and Premium SMS offering.
In this case, it is important that the Country [**IA**], Service Name [**KA**], and Audience [**IF**] fields are similar for each payment solution.

G.3. APP (Allopass Payment Page)

Activating Allopass Digital Goods requires the setup of an APP for each merchant service. Each APP has a specific subdomain accessible on the clic.mobi website.
The APP is designed to receive web traffic generated by the Merchant. It contains essential information for presenting the service sold (the name of the service, its description, a button symbolizing the act of purchase, the price of the service, information allowing access to customer support, the Legal Notices, the General Terms and Conditions of Sale, and the Privacy Policy).

The APP is therefore composed of two parts:

- A part provided by the Merchant (name of the service and upper and lower description),
- A part necessarily provided by Allopass (button to activate the purchase or subscription, the price paid by the User, the information inherent to the payment solution offered to the User, the methods allowing the User to make a complaint (by email or by calling a telephone number), the Legal Information, the General Terms and Conditions of Sale intended for the User, and the Privacy Policy.

G.4. Service Activation

The service provided by the Merchant must be eligible for Chapter G.1.

Thanks to the back office provided by Allopass, activating the service by the Merchant requires:
- Country for which the solution is active,
- Setting up an APP in each language,
- Selecting various IVR, SMS+ or DCB operator payment solutions (including I+ Mobile). This automatically implies that the Merchant enters into a contract with Allopass for "Service A - Premium IVR", "Service B - Premium SMS" and "Service C - DCB",
- Apple Pay and Google Pay payment solutions are automatically activated by Allopass and the Merchant hereby expressly consents to such automatic activation,
- Choosing the pricing method per Payment Solution (one-time payment or weekly subscription) as well as the pricing associated with each Payment Solution.

The order in which the various solutions are presented is the responsibility of Allopass, depending on the User's context.

G.5. Complaints management and service limitations

The Merchant agrees that Allopass is the only party authorized to manage the complaints service for Users.
Allopass collects complaints via mail specific to each service or by telephone in order to accurately record the number of complaints associated with a service.
Payment service providers (PSPs) can terminate the CB payment solution if the complaint rate exceeds 1%. Since the Allopass Digital Goods solution is shared, termination due to an excessively high complaint rate would impact not only Allopass's business, but also that of all its merchants.
The Merchant agrees that the complaint rate recorded by Allopass will not exceed 1% per service.
In the event that the 1% rate is exceeded (occasionally or regularly), Allopass reserves the right to impose a traffic limit on the Merchant's APP for the service concerned, or even to temporarily or permanently suspend the Apple and Google Pay payment solutions for the service concerned.
In particular, a complaint rate exceeding 1% for 7 consecutive days may, on its own, justify immediate termination of access to the Allopass Digital Goods service.

G.6. Chargebacks

Refunds made by the PSP to End Users are referred to as chargebacks or RDR (Rapid Dispute Resolution). Two types of amounts may apply:
- Within the eurozone [IR3-1] for charge back,
- Outside the eurozone [IR3-2] for charge back,
- Within the eurozone [IR3-3] for RDR (Rapid Dispute Resolution),
- Outside the eurozone [IR3-4] for RDR.

The amounts withheld by the PSP will, of course, be deducted from the Payouts made to the Client.
In the event that the merchant's balance is not sufficient to cover the chargeback and RDR fees, the Merchant is required to rectify the situation within 15 days of notification by Allopass of the situation.

G.7. Users Refunds

User refunds are handled by Allopass.
When linked to Apple Pay or Google Pay, they will not be subject to any processing fees charged to the Client.
For other payment solutions (Premium IVR, Premium SMS, etc.), the terms and conditions for handling claims are defined in "Service A - Premium IVR" for IVR, etc.

G.8. Service Termination

To cancel an Allopass Digital Goods service, the Client must notify Allopass of their decision by email to sales@allopass.com.
Allopass must confirm receipt of the request.
The Customer must understand that since ADG (Allopass Digital Goods) relies on several payment solutions (Premium IVR, Premium SMS, etc.), a cancellation request for the ADG service will also result in the cancellation of the payment solutions associated with ADG.
The cancellation terms (in terms of conditions, deadlines, and costs) are defined specifically in the sections associated with each payment solution (for example, for Premium IVR, this will be defined in "Service A - Premium IVR," etc.).

G.9. COMMISSION, BILLING, PAYOUTS, COSTS, AND ROLLING RESERVE

G.9.1. Rolling Reserve

The Payment Service Provider (PSP) that provides Allopass with the credit card payment service is contractually entitled to invoice Allopass for back-end charges several months after the payment has been made.
This means that Allopass must be able to re-invoice these back-end charges to its Client.
For this reason, Allopass has implemented a Rolling Reserve.
The Rolling Reserve works as follows:
- Each payment made to a Client results in a percentage being automatically retained by Allopass. This percentage is defined in [IR5.1]. If it is not defined, then there is no Rolling Reserve.
- The retained amount will be held by Allopass for a period of [IR5.2] months and then paid to the Merchant. If [IR5.1] is not defined, then [IR.2] must not be defined.

G.9.2. Payouts on CB Shops

Payouts are applied to each payment validated by the card payment operator.
Payouts are also applied to weekly or monthly transactions automatically processed by ALLOPASS as part of subscription-related automated operations.
Unless otherwise specified in the Purchase Order, Quote, or Client Account, Payouts will be made within thirty (30) days from the Client’s Payout request.