

**SPECIAL TERMS FOR SMS +
Version of 2020-01-01**

These Special Terms and Conditions lay down the conditions under which the Company shall provide the PARTNER with the Short Number(s) for value-added SMS services (SMS+) enabling it to send SMS-MT to End-users, to receive SMS-MO from End-users, route SMS-MO to the PARTNER's services accessible via the said Short Number(s) and repay to the PARTNER the amounts owed to it for the surcharge associated with its service.

These Special Terms and Conditions incorporate by reference the Company's General Terms and Conditions in force on the day the Services below are ordered.

1. DEFINITIONS

In addition to the definitions set out in the General Terms and Conditions, the following terms shall have the meanings given to them below:

Service Platform means all the technical, software and other resources implemented by the Company or by one of its service providers, necessary for the provision of the Service.

Connection means the connection made between the Company's Service Platform and the Server Center.

Payout means the PARTNER's remuneration for the Managed Services *via* the Company's Service Platform. It depends on the applicable rate levels.

Ethics Recommendations means the ethical recommendations and the graphic charter reflecting the good practices of the profession relating to SMS+ Services that the PARTNER agrees to comply with in all circumstances with regard to its services. A current version of the ethical recommendations and the graphic charter is reproduced in Appendix 1 hereto. Appendix 1 of these Special Terms and Conditions shall be automatically amended, without additional formalities, by any new version of the Ethical Recommendations and/or graphic charter issued by the AFMM association (www.AFMM.fr).

Server Center means all the equipment used by the electronic communication operators that manage SMS for the End-users.

Keywords means a series of letters and/or numbers that, associated with an SMS+ Short Number, allow access to an SMS+ Service. The Keywords implemented for the purposes of this Agreement are referred to in the Purchase Order(s).

Short Number means a 5-digit number dedicated to one or more SMS+ Service(s), identifiable and accessible by means of a Keyword and enabling the transmission of SMS-MO and SMS-MT between the End-users' device and the Company's Service Platform; this Short Number has been assigned to the Company by electronic communication operators.

Penalty means the penalties applied by the operators, the regulatory authorities or by the Company and which are described in Appendix 1.

PARTNER Services means the PARTNER's services which the End-user accesses *via* the Short Number(s) assigned to the PARTNER.

Services means the SMS+ services provided by the Company to the PARTNER, as described in these Special Terms and Conditions.

SMS+ Session means an SMS+ Service session corresponding to an exchange of SMS messages between a End-user and the Company's Service Platform (1 SMS-MO + 1 SMS-MT). An SMS+ session is considered complete if the time elapsed between the Server Center receiving the End-user's SMS-MO and the Company's Service Platform receiving the SMS response message from said Server Center is less than 24 hours.

SMS-MO means an SMS sent by a End-user from his/her mobile phone.

SMS-MT means an SMS received by a End-user on his/her mobile phone.

End-user means any person who has purchased a calling plan from a telephone operator receiving the PARTNER's Services.

2. DESCRIPTION OF SERVICES

The specific conditions relating to the Services provided by the Company to the PARTNER shall be set out in the Purchase Order.

3. PROVISION OF SHORT NUMBERS

- 3.1 The Company shall grant the PARTNER short numbers for the term of the Contract. Short Numbers assigned will be listed on the Purchase Order. Each new request for Short Numbers shall require an additional Purchase Order. The PARTNER may request the Short Number of its choice. The COMPANY shall endeavor to satisfy the PARTNER's request depending on the availability of the Court Number in question. The PARTNER agrees not to change the Short Number assigned to it under the Contract when sending SMS messages.
- 3.2 The Company declines any liability for any suspension or withdrawal of its Short Number due to a decision by an electronic communication operator that assigned it to the Company. The Company shall inform the PARTNER of this as soon as it becomes aware of the said suspension or withdrawal; the latter may not object to it or claim any compensation whatsoever.
- 3.3 In particular, the PARTNER is hereby informed that the Short Numbers are shared and are therefore likely to be automatically suspended or terminated in the event of non-compliance with the Contract by another partner or the Company's customer.
- 3.4 The allocation of a number does not transfer ownership thereof to the PARTNER. A Short Number may not therefore be assigned, licensed, pledged, registered as a trademark or registered as a domain name, trade name, brand name or company name. If the Agreement is terminated, the Short Number may be freely reallocated.
- 3.5 The Company declines all liability in the event that it is impossible to use the Short Number(s) due to the existence of prior intellectual property rights for the type of service that the PARTNER wishes to associate with the Short Number and the PARTNER shall be solely liable for the financial consequences of any action taken against it and/or the Company due to the use of a Short Number in violation of prior intellectual property rights.
- 3.6 The PARTNER agrees to only use the Short Number for the exclusive purposes of receiving or sending SMS messages, in accordance with the provisions of the Agreement. As such, it agrees not to carry out any promotional and advertising action on the Short Number(s) assigned to it.

4. QUALITY OF SERVICE

- 4.1 The Company agrees to set up the technical resources required to enable the PARTNER to send SMS-MT messages to End-users and to enable End-users to send SMS-MO messages, depending on the type of Service concerned. The Company shall provide a minimum SMS+ speed of two SMS-MTs per second and per operator. An increase of SMS + data speed shall require a specific Purchase Order.
- 4.2 The Company shall use its best efforts to ensure the integrity of SMS distribution and delivery within a reasonable time.
- 4.3 The PARTNER acknowledges that the Services cannot be exempt from any failure given the IT technique and the impossibility of directly or indirectly controlling all the networks and in particular electronic communication operators, connection operators and hosting service providers.
- 4.4 The Company shall ensure that the PARTNER operates the Services peaceably and shall take all necessary measures that comply with the state of the art to ensure the proper functioning of the Services. In this respect, the Company agrees to an obligation to provide resources.
- 4.5 If the PARTNER has chosen to send the SMS-MO itself and manage the sending of SMS-MT, the COMPANY declines all liability, particularly in the event of failure to send SMS-MT or mandatory information required by the ethical rules relating to SMS-MT.

5. PROVISION OF FORWARDED OR NON-FORWARDED SERVICES BY THE COMPANY TO THE PARTNER

- 5.1 If provided for in the Purchase Order entered into with the PARTNER, the Company may supply forwarded and, or, non-forwarded products for the performance of the Service, in accordance with the legislative provisions in force and the ethical charters of the operators.
- 5.2 Where applicable, in the case of Forwarded Services, the Company agrees to coordinate and moderate the PARTNER's Services 24/7, in accordance with the instructions provided by the latter.
- 5.3 In this respect, the Company agrees not send messages of a violent nature on the Services that are likely by their nature to undermine respect for the human person and their dignity, the protection of children and adolescents, encourage the

commission of crimes and/or offenses or encourage the consumption of banned substances or suicide, incite discrimination, hatred or violence.

promotional or advertising messages must be explicitly mentioned to End-users. The frequency with which these messages are received must be notified.

6. PARTNER'S OBLIGATIONS

- 6.1 The PARTNER agrees to provide the COMPANY with all the information necessary for the operation of the Services and in particular a precise description of the Services. The PARTNER agrees to provide, at the start of the relationship and at the time of any changes, the information relating to the identification of the Services requested of it by the COMPANY so that this information can be continuously entered into and updated on the extranet provided for this purpose by the AFMM. Failure to provide the aforementioned information qualifies as a serious breach of the ethical rules in force, likely to result in non-payment by the operators and penalties.
- 6.2 The Company must be informed of any amendments to the PARTNER's articles of association or changes or developments to the PARTNER's Services. If a change to the PARTNER's Services does not comply with the regulations in force, the COMPANY reserves the right to suspend the provision of the Services and/or to automatically terminate the Agreement. The latter assumption entails the same consequences as early termination by the PARTNER as provided for in article 6 below.
- 6.3 For the purposes of the Services and in particular in order to customize SMS-MTs, the PARTNER authorizes the COMPANY to reproduce its brands and other distinctive marks.
- 6.4 The PARTNER shall be solely liable for the use of the Service and in particular the content of the SMS-MT. In particular, it shall be liable for any illegal use of, and the fraudulent or abusive consequences of using the Service.
- 6.5 The PARTNER shall be solely liable for compliance with the legislation applicable to the protection of personal data. In this respect, the PARTNER agrees to send SMS-MT only to End-users who have previously communicated their agreement to exchange SMS messages and, more generally, to take all measures to protect and keep confidential the personal data that they hold or process in strict compliance with the legal and regulatory requirements relating to information technology, files and freedoms as stemming from the European Regulation on the Protection of Personal Data 2016/679 and from Act No. 78-17 of 6 January 1978 as amended, or any text that may amend it or supersede it. The PARTNER acknowledges that the use of the Services does not allow the creation of a customer database. All SMS-MT

- 6.6 The PARTNER shall be solely liable for the actions, expressions, information, data or messages used or sent by the PARTNER or content disseminated, regardless of the medium, and more generally, for the use of the PARTNER's Service. It is expressly agreed that the Company shall not be held liable under this Agreement for the PARTNER's use of the PARTNER's Services. In this respect, the PARTNER holds the Company harmless for the consequences of any action, claim and/or legal proceedings that may be brought against it as a result of these acts or actions due to the PARTNER's activity, the content of its services, or the use of the services used by the latter and agree to reimburse it for all costs incurred by the Company and that the Company may have been required to incur in this respect.
- 6.7 The PARTNER shall remain solely liable for the financial consequences of damage caused to the COMPANY or third parties by the content of the Service or the use of a Short Number.
- 6.8 The PARTNER represents that it subscribes to the Service in direct relation with its business activity and sells its own service to its own end End-users under its sole liability. The PARTNER therefore acknowledges that it receives and assumes direct liability for any legal action or claim from its own end End-users.
- 6.9 The PARTNER agrees to promote and market the Service in accordance with the legislation and practices under its sole and exclusive liability. In particular, it warrants compliance with public policy, consumer protection, the regulation of electronic communications and the law of information and communication and assumes full editorial liability for the Services and their use and promotion.
- 6.10 Any sending by the End-user of an SMS-MO enabling access to a Service of the PARTNER shall give rise to a notification that states the overall price that may be invoiced to him/her by its electronic communications service provider, in accordance with the surcharge applied in compliance with the applicable pricing.
- 6.11 If the PARTNER uses the Service to hold competitions on its own behalf or on behalf of its customers, it agrees to:
- Provide the various game prizes;

- Manage the shipment of prizes;
- File game rules;
- Manage and fulfill player refund requests;
- Provide the Company with all the information necessary for the proper development of a competition type at least 18 business days before the launch of the competition in the context of new competition types or exceptional operations likely to disrupt the usual use of the platform;
- Provide the Company with all the information necessary for the proper development of a competition type at least 5 business days before the start of the competition in the context of recurring competitions involving simple scenarios.

6.12 The PARTNER acknowledges and expressly agrees that any game held as part of the Services is played under its entire and sole liability. The PARTNER or the PARTNER's customers must file competition rules with a bailiff, contribute rewards, organize the games and manage relations with End-users (in particular requests for payment, requests for refund of participation costs, sending of prizes). The PARTNER and its customers agree to ensure that the games set up on the Services comply with the laws in force in France and, in particular, with the ethical rules specific to this type of Service available at www.afmm.fr.

6.13 When the Purchase Order provides for the supply of non-animated and/or animated products for the performance of the Service by the Company, the PARTNER agrees to:

- Represent that it is aware of and has chosen the Service coordinated and moderated by the Company;
- Provide the Company with its instructions regarding the coordination and moderation of its Service,
- If applicable, represent that it holds the necessary rights and intellectual property rights relating to the Data illustrating the Service,
- As part of direct marketing operations, (i) to warrant to the Company that the products or services promoted are similar to the Services published and (ii) to validate any proposals for products and/or services that may be offered by the Company.

7. SPECIFIC PROCEDURES FOR THE PAYMENT BY OPERATORS FOR VALUE ADDED NUMBER

The Company shall send the Partner a statement of SMS+ Sessions eligible for Payout (as indicated in the price list in the Purchase Order) starting from the 15th day of the month following completion of

the SMS+ Sessions and the calculation of the resulting Payouts.

The Partner's payment invoice shall be issued monthly by the Partner and drawn up on a calendar month basis.

Payments are calculated on a pro rata basis.

The pro rata calculation is based on the number of monthly SMS+ Sessions generated as part of the operation of the Services by the Keywords assigned to the Partner for the total number of SMS+ Sessions generated on each of the Short Numbers.

If a End-user fails to pay the invoices issued by its Mobile Operator, the Operator in question shall have full discretion, notably, to suspend or terminate the subscription agreement entered into by the End-user with this Operator or to provide a restricted service. The effect of these measures shall be to deprive the End-users of access to Short Numbers, which the Partner duly agrees to and acknowledges. The Partner therefore agrees in advance not to make any claim against these measures.

8. ETHICAL RECOMMENDATIONS

The PARTNER agrees to comply with the current version of the Ethical Recommendations attached in [Appendix 1](#) of this document. The PARTNER acknowledges that the Ethical Recommendations shall form an integral part of the Special Terms and Conditions, and that consequently any breach of their provisions shall automatically incur its contractual liability to the COMPANY. If there is a change to all or part of the Ethical Recommendations, the PARTNER shall have a period of one (1) month to bring its Service into compliance with the provisions of the new Ethical Recommendations. It is the PARTNER's responsibility to keep itself informed of developments in Ethics Recommendations in relation to the SMS+ Services it offers.

9. CONDITIONS FOR ACCESS TO SERVICE

At the time of subscribing to the Service or following the COMPANY's request, the PARTNER shall provide the COMPANY with any information on it or on the Services that it plans to offer to End-users. This information shall be included on the Purchase Order for this purpose. The PARTNER shall, if applicable, give the COMPANY, when the booking of one or more numbers is requested, a method of access and, if applicable, a password allowing [the COMPANY] to use the PARTNER's service or the prototype of the PARTNER's service provided by means of the Short Number(s) made available, in order to check that it actually matches the definition of the PARTNER's service and the contractual obligations entered into.

17. SUSPENSION AND SANCTIONS

In the event of non-compliance with the Ethical Recommendations, the three-day (3) formal notice period shall be shortened to one (1) business day.

If the Partner fails to comply with the Ethics Recommendations, the Company shall inform the former by any means, and reserves the right to pass on the Penalty(s) imposed by the Operators or authorities having authority, for the non-compliance in question. The Company shall automatically deduct the amount of the financial penalty from the Partner's next invoice.

If the penalty(ies) imposed by the Operators or authorities having authority for the above failure to comply are accompanied by the suspension or cut-off of the SMS Short Number, the Company declines all liability for the consequences of said suspension or cut-off. The Partner shall bear all the consequences relating to said suspension or cut-off.

If the SMS Short Number suspended or cut off is shared, then an additional penalty of ten thousand (10,000) euros shall be applied automatically without prejudice to the Company's right to claim compensation from the Partner for all the damages that the Company may have suffered. The penalties applicable in the event of default are described in the Special Terms and Conditions. When these Penalties are applicable, the Company shall, if applicable, offset the amount of the Payouts owed to the Partner in respect of the Service against the amount of the penalties.

The Company may automatically suspend or terminate all or part of the Services without prior notice in the event of (i) proven fraud by the Partner, and/or (ii) manifest unfairness observed by the Company and if there is an urgent need to stop the acts concerned, and/or (iii) when an advertisement of any kind clearly shows that the Partner's Service is prohibited either in general or at the tariff at which it is offered or by the code or number giving access thereto.

The Company may, in any event, refer the matter to the interim judge in order to obtain a decision to suspend the Service(s) immediately. In this case, the formal notice procedure shall not apply.

The suspension and/or termination of all or part of the Services under the terms of this article shall not entitle the Partner to any compensation.

ANNEX 1: ETHICAL RECOMMENDATIONS

Customers of the Services agree to comply with the charters and recommendations of the French Association of Mobile Multimedia (AFMM) for SMS+ services.

These various ethics charters are available on and can be viewed on the AFMM website (<http://www.afmm.fr>) under "Ethics".

Direct link: <http://www.afmm.fr/charters-deontologie-sms-more/>

All amounts mentioned in this appendix are denominated in euros excluding VAT and do not fall within the scope of VAT. They are applicable from the start date of the Agreement.

Penalty tables:

Type of penalty	Unit	Unit amount in €
Commercial Operator penalty	by number for one or more identified ethical breach(es)	Identical to that applied by the operator
Penalty by the Company	Breach of Ethical recommendations	5,000
Penalty by the Company	Serious breach Ethical recommendations on shared SMS	10,000.
Consumer complaint	By End-user complaint processed by the Company's department	95.