

**SPECIAL TERMS AND CONDITIONS
VALUE ADDED SERVICES
Version 01/01/2020**

These Special Terms and Conditions lay down the conditions under which the Company shall provide the PARTNER with the value-added service numbers, route the incoming calls to the PARTNER's services accessible via the said numbers pays the PARTNER the income or sums remaining due to it in respect of calls in the case of shared-income services.

These Special Terms and Conditions incorporate by reference the Company's General Terms and Conditions of Services in force on the date on which 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:

Caller means any natural or legal person that dials a Value Added.

C means the rate for the underlying telephone call set by the outgoing operator.

Value-Added Service Number means the number of the national numbering plan for the following categories:

- ten-digit numbers whose format is 08ABPQMCDU (except series 085B)
- short, three-digit numbers in 11X format, assigned to assistance or general interest services,
- short, four-digit numbers in 3BPQ format
- short, four-digit numbers in 10YT format
- short, six-digit numbers in 116XYZ format for general interest or support services
- short six-digit numbers in the format 118XYZ.

As well as any new number range corresponding to Value-Added Number Services that may be included in the Company's price list during the performance of the Agreement.

Premium VAS means the VAS number for which components C and S are greater than 0.

S means the Value-Added Service Number rate set by the provider of said service.

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

Portability refers to the process used by the PARTNER to change electronic communications operators while keeping its Value-Added Service Number. A portable number is said to be ported.

Ethical Guidelines mean the legal and ethical rules of the industry governing telematics services.

Payment means the PARTNER's remuneration for traffic routed by the COMPANY in respect of enhanced income services. It depends on the applicable rate levels.

Services means the services provided by the Company as described in these Special Terms and Conditions.

PARTNER Services mean the PARTNER's services which the Caller accesses *via* the Value-Added Service Numbers allocated to the PARTNER.

2. DESCRIPTION OF SERVICES

The specific conditions relating to the Services provided by the Company are stated in the PURCHASE ORDER(s).

3. COMPANY'S OBLIGATIONS

3.1 The Company shall grant the PARTNER Value Added Services Numbers within the numbering ranges to which it is entitled. The assigned numbers will be stated on the PURCHASE ORDER. Each new request for Value-Added Services Numbers shall require an additional PURCHASE ORDER.

3.2 With regard to type 3BPQ numbers, the Company shall provide the PARTNER with several numbers mentioned available by ARCEP. The PARTNER shall specify its number choices in order of preference, and the COMPANY shall submit these preferences to ARCEP, which shall assign the final number to the COMPANY on behalf of the PARTNER.

3.3 Notwithstanding the above, if the PARTNER wishes to keep the Value-Added Services Numbers that it already uses, the PARTNER must authorize the COMPANY to terminate its telephone subscription with the operator

providing the service corresponding to the numbers to be ported and to take the necessary steps to ensure the Portability of said numbers.

The PARTNER represents that it is fully informed that the Portability of the said numbers is subject to the agreement of the operator in question concerning both the technical and contractual feasibility of the Portability. If this agreement is not obtained, the PARTNER must choose other numbers from those proposed by the COMPANY.

The allocation by the Company of a Value-Added Services Number does not transfer ownership thereof to the PARTNER. A Value-Added Services 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 Value-Added Services Number may be freely reallocated.

- 3.4 If, at the end of the agreement, the PARTNER wishes to keep the number, it must be the subject of an express agreement and an additional agreement with the COMPANY
- 3.5 The Company declines all liability if it is impossible to use the Value-Added Services Number due to the existence of prior intellectual property rights and the PARTNER shall be solely liable for the financial consequences of any action taken against it and/or against the Company due to the use of a Value-Added Services Number in violation of prior intellectual property rights.

4. PARTNER'S OBLIGATIONS

- 4.1 The PARTNER agrees to provide the COMPANY with all the information necessary for the operation of the Services.

The PARTNER must state in the PURCHASE ORDER(s) the choice of stage S for Value-Added Service Numbers.

The financial terms applied to special numbers are stated in the Purchase Order.

- 4.2 The Company shall be informed of any amendments to the articles of association and any changes or development the PARTNER'S Services. If a change in the PARTNER'S Services does not comply with the regulations in force, the COMPANY reserves the right to immediately suspend the provision of the Services without notice and/or to automatically terminate the Agreement after notification of the breach to the Partner which has not been cured for 2 business days.
- 4.3 The PARTNER shall be responsible for ordering access to the telephone network if necessary (T0, T2, E1, single line, etc.) in order to receive calls

sent by the Value-Added Service Number. The PARTNER must accurately estimate its requirements so that the COMPANY is able to process the call volumes generated by the implementation of the PARTNER'S Service. As part of Portability, the PARTNER shall provide, by way of reference, the history of Call flows to the numbers being ported. If the maximum number of simultaneous calls allowed by the connection is exceeded, the COMPANY shall not be responsible for any calls lost or not completed.

- 4.4 Furthermore, the PARTNER shall be solely liable for the use of the Service. In particular, it shall be liable for illegal uses and the fraudulent or abusive consequences of the use of the Value-Added Services Numbers allocated to it.
- 4.5 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 shall hold 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.
- 4.6 The PARTNER shall remain solely liable for the financial consequences of direct or indirect damage caused by i) the content or use of a Value Added Service Number, and ii) the consequences linked to non-compliance with Articles 16, 18, 19 and 29 of Act No. 2008- 3 of 3 January 2008 for the development of competition for the benefit of consumers as transposed in the Consumer Code and iii) the consequences linked to non-compliance with Article 87 of the Law on the Modernization of the Economy of 5 August 2008 as transposed in the Consumer Code.
- 4.7 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.
- 4.8 If telecommunications services are resold, the PARTNER agrees to report to the competent authorities that it is an operator.
- 4.9 The PARTNER must report its services in the reverse directory according to the type in force and to do so must complete the form in Appendix 3 prior to the entry into force of the Agreement.

If it fails to do so, the Company may terminate the Agreement until the form has been completed.

5. SPECIFIC PROCEDURES FOR THE PAYMENT BY OPERATORS TO THE PARTNER FOR VALUE ADDED NUMBER(S)

The invoicing of Operator payments due to the PARTNER in connection with the operation of Value-Added Number(s) shall be carried out as follows:

The Company shall provide the Partner with the fee statements for the current month (month M) between the 1st and 15th day of the next month (month M+1); The monthly Pay-out for month M based on the fee statements shall be billed by the Partner to the Company during month M+1.

6. ETHICAL RECOMMENDATIONS

5.1 Principle

The Parties represent that they expressly refer to the Ethical Recommendations set out 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).

Compliance with the Ethical Recommendations shall be mandatory when using the resources provided by the Company and non-compliance with the latter may lead to penalties by the Operators, as well as the contractual penalties set out below.

The Ethical Guidelines set out general rules derived from the Consumer Code and the legal and regulatory texts that govern the sector, and which apply to any use of Value-Added Service Numbers.

In addition, the Ethical Recommendations provide for specific rules depending on the type of use of Value-Added Service Numbers, in particular the following:

- Client to company/administration/association relationship services,
- Automated content publishing services, delivered by a PLC,
- Services for publishing content of services delivered by qualified natural persons,
- Telephone / teleconferencing services,
- Gaming services,
- Advertising lottery services,
- Classified ad services,
- Digital content delivered by access code,
- Networking services,
- Machine-to-machine services,
- Services that may be unsuitable for young audiences,
- Calls for donations from the public,
- Services to purchase electronic tickets.

The PARTNER therefore agrees to keep informed of the specific rules of the Ethical Recommendations applicable to the Services provided through the Value-Added Service Numbers made available to it by the Company.

5.2 Partner's Obligations

The PARTNER agree to comply with and ensure that content publishers comply with the Ethical Recommendations. The PARTNER consequently agrees to include clauses in its contracts that strictly comply with the Ethical Recommendations in force.

If the PARTNER sells the Number supplied by the COMPANY to one of its customers, the PARTNER agrees to inform the COMPANY of the full identity of the customer concerned.

If the Company believes that the PARTNER's customer does not provide all the guarantees necessary for the operation of the Added Value Service Number in compliance with the Recommendations and applicable legislation, the Company reserves the right to refuse the granting of the Value-Added Service Number to the PARTNER.

A PARTNER who sells to its customers the Value-Added Service Number(s) shall be liable for compliance with the Ethical Recommendations by its customers, and in this respect shall bear all penalties incurred in the event of failure by its customers to comply with the Ethical Recommendations.

5.3 Enforcement measures

In the event of a breach, the Company may terminate the breach by any appropriate means, including the suspension or termination of the relevant Value-Added Service Number(s) or the partial or complete termination of the Agreement.

5.4 Special Clauses Relating to Value Added Numbers

If the Partner fails to comply with any of the obligations entered into for the Premium Value Added Services, the Company may, after formal notice has been sent to the Partner by e-mail or registered letter with acknowledgement of receipt and has not been cured for a period of three (3) business days from receipt thereof, suspend or terminate all or part of the Service automatically.

In particular, the Company may suspend all or part of the Services (including suspending the allocation and technical opening of new Value Added Service Numbers in the Value Added Number ranges stipulated in a Purchase Order) after formal notice has not been cured for two (2) business days after said formal notice is sent, or without prior notice when the liability of the Company may be directly incurred if said Service(s) is/are not suspended (i) in the event of proven fraud by the Partner, and/or (ii) if the Company observes any manifest unfairness and there is an urgent need to stop the actions concerned, and/or (iii) if an advertisement, of any kind whatsoever, reveals that the Partner's Service is forbidden either in general, or at the tariff at which it is offered or by the code or Value Added Number providing access to it, and/or (iv) in the event of the Partner or a customer of the Partner manifestly failing to comply with the Ethical Recommendations and/or in the event of the AFMM and/or the Operators

notifying the End-users that said ethical recommendations and the law have been breached, and/or (v) in the event of an abnormally high number of notifications, i.e., a number of notifications (under the meaning of the provisions of the Consumer Code) collected on the platforms "infosva.org" and "33700" for all of the Partner's Services over the course of two (2) consecutive months that is higher than the average number of notifications for these platforms during the same period for all of the Company's partners; the Company shall then inform the Partner of the abnormally high number of notifications, giving it forty-eight hours' (48) hours' formal notice before suspending the Services.

If, within fifteen (15) days of such suspension, the cause of the suspension has not disappeared and/or has not been corrected, the Company may terminate the Agreement in whole or in part.

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.

If a penalty is applicable, the Company shall, if applicable, offset the amount of the Pay-outs owed to the Partner in respect of the Service against the amount of the fixed penalty.

5.5 Penalties applied by the Company

The Company does not assume the risk associated with non-payment as a result of non-compliance with the commitments made by the PARTNER with regard to the Ethical Recommendations applicable to the content of the VAS.

In the event of a breach, the Company shall give formal notice to the PARTNER to take all legal and technical measures to put an end to such breach(es) within a reasonable period. This formal notice shall be sent by e-mail to the usual contact person and shall include:

- the relevant Value-Added Service Number(s).
- the period granted to the PARTNER to put an end to the breach(es) - any other information in its possession relating to the alleged facts.

The Company shall then invoice the PARTNER for a Penalty for ethical breach as defined in APPENDIX 1 and/or any Penalties applied by third-party operators. A breach may therefore give rise to several Penalties if several operators apply a Penalty to the same breach.

Following an initial formal notice from the Partner for breach of the Ethical Recommendations on one of its Value Added Service Numbers, any recurrence of this breach on another Value Added Service Number of the PARTNER may be sanctioned without prior notice by a Penalty set out in Appendix 1 and/or a suspension and/or partial or total termination of this Agreement.

Any bailiffs' costs that the Company may incur or bear in respect of a breach of the Ethical Recommendations shall be borne by the PARTNER.

In any event, the Company may suspend or interrupt the Value-Added Service Number(s) that does not comply with the Ethical Recommendations without notice, and may: - suspend access to the relevant Value-Added Service Number(s);

- charge the PARTNER a Penalty for "non-compliance with ethical principles not resolved at the end of the period granted in the formal notice" as defined in APPENDIX 1; - suspend payments.

7. CONDITIONS FOR ACCESS TO THE PREMIUM VAS SERVICES

When subscribing to the Premium VAS or at the COMPANY's request, the PARTNER shall provide the COMPANY with any information on the Services that it plans to offer to End-users. This information shall be included on the Purchase Order for this purpose in accordance with Appendix 3. The PARTNER shall, if applicable, give the COMPANY, when the booking of one or more numbers is requested, an access method and, if applicable, a password allowing [the COMPANY] to access the PARTNER's service or the prototype of the PARTNER's service provided by means of the Premium VAS in order to check that it actually matches the definition of the PARTNER's service and the contractual obligations entered into.

8. LIMITED DURATION OF COMMUNICATIONS TO PREMIUM VAS

It is recalled that the duration of communication to a Premium VAS is limited and the PARTNER agrees to interrupt communication after thirty minutes. The Company reserves the right to interrupt the Call when this maximum period is reached, and in any event, the Company shall limit the period per call used to calculate Payments to this maximum period and no Pay-out shall take place after this period. The PARTNER shall remain liable to the Company for the expenses for receiving the call for the entire duration of the call.

Some commercial operators may use different limitations on the use of Premium VAS by end End-users. The Company shall make its best efforts to inform the PARTNER of such limitations. The Company does not assume the risk of non-Pay-out by the commercial operators in the event of non-SUPPLY OF SPECIFIC SERVICES

The Company offers the PARTNER specific services, namely the provision of a premium rate number with shared content. These services shall require a specific PURCHASE ORDER.

9. RESALE OF SERVICES

The PARTNER may use the Value-Added Numbers assigned to it to integrate them into its own services marketed to end End-users. The applicable PURCHASE ORDER shall specify the specific conditions applicable to this reuse. It should be recalled if telecommunications services are resold to end End-users, the PARTNER agrees to report this operator activity to the competent authorities.

APPENDIX 1 –ETHICS RECOMMENDATIONS

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

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

Direct link: <http://www.afmm.fr/chartes-sva/>

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:

Penalty type	Unit	Unit amount in €
Penalty for commercial operators	By Value-Added Service Number [for one or more ethics breach(es) detected]	Identical to that applied by the operator
COMPANY penalty	Breach of ethical instructions	5,000.
COMPANY penalty	Serious breach Of ethical instructions on shared VAS	10,000.
Reporting 33700	By ticket opened in the reference base 33700 (spam report) managed by AFMM	65.
Consumer complaint	By End-user complaint processed by the PARTNER service	95.
Legal Requisition	By judicial requisition processed	50.