

General Terms and Conditions for Business Messaging Numbers

Effective as of 21/10/2020

Preamble

Pursuant to decision no. 2010-0892 of the Autorité de régulation des communications électroniques et des postes [France's Electronic Communications, Postal and Print media distribution Regulatory Authority] dated 22 July 2010 "on the definition of relevant wholesale markets for SMS call termination on mobile networks in mainland France and overseas French territories; the designation of OPERATORS with significant influence on these markets; and the obligations imposed in this respect", as of 1st April 2011, mobile network OPERATORS are required to publish a reference offer for SMS access and interconnection services.

The companies Bouygues Telecom, Euro Information Télécom Orange and SFR, hereinafter referred to as OPERATORS, are electronic communication OPERATORS which each offer SMS routing for OPERATORS within the meaning of Article 32-15° of the French Post and Electronic Communications Code.

This service is intended for a fixed operator (such as an SMS aggregator or Internet access provider) that operates an electronic communications network open to the public or that provides an electronic communications service to the public within the meaning of Article L.33-1 of the French Post and Electronic Communications Code (Code des P&CE), a co-contractor of the OPERATOR and hereinafter referred to as the AGGREGATOR PARTNER.

Adherence to these general terms and conditions of service is available to any AGGREGATOR PARTNER established in the European Union who is not in debt to the af2m. The AGGREGATOR PARTNER, within the framework of its activities of purchasing and reselling SMS push services, is responsible for the technical connection of the networks, must be a member of the economic interest group GIE EGP (*Groupement d'intérêt économique Entité de gestion de la portabilité*) and must have been connected to the GIE EGP as of 30 September 2011. It must also have a hotline open 24 hours a day and 7 days a week.

Within the framework of their offerings for the provision of SMS routing solutions as a commercial service (hereinafter referred to as "Business Messaging"), the OPERATORS have entrusted the French Association for the Development of Multi-OPERATOR Multimedia Services and Uses (af2m) with the coordination of their respective private numbering plans since 2016. Among other things, this arrangement allows the AGGREGATOR PARTNER to activate the same "Business Messaging" Short Code with the various OPERATORS after it has been reserved in advance by the af2m.

The Reservation Agreement, hereinafter referred to as the "Agreement", consists of these General Terms and Conditions of Service and the Business Messaging Short Code Reservation Form.

Within the framework of the Agreement, the af2m acts both in its own name and on its own behalf, and on behalf of the OPERATORS.

Article 1 - Purpose

The purpose of these General Terms and Conditions of Service is to define the conditions under which the af2m, acting on behalf of the OPERATORS:

- Ensures that the Business Messaging Short Code reservation request file is complete.

- Assigns and reserves the Business Messaging Short Code for the AGGREGATOR PARTNER.
- Submits the request for activation of a Business Messaging Number to the OPERATORS concerned.
- Registers requests for the assignment and cancellation of Business Messaging Numbers.

By signing the Reservation Agreement, the AGGREGATOR PARTNER is deemed to have unreservedly accepted these General Terms and Conditions of Service.

Article 2 - Allocation and Reservation of a Business Messaging Short Code

2.1 - Principles

Any Business Messaging Short Code allocated by the af2m under the Agreement belongs to the private coding system of the OPERATORS. They are allocated randomly and for a minimum period of one (1) month

Business Messaging

The af2m declines all responsibility for the possible cancellation of the AGGREGATOR PARTNER'S Short Code following any decision by the Autorité de régulation des communications électroniques et des postes (ARCEP), or any other competent authority having jurisdiction over the af2m, and in particular relating to the inclusion of the resources concerned in the National Numbering Plan.

The AGGREGATOR PARTNER undertakes to use the Business Messaging Short Code thus made available for the purpose declared when booking the Contract in accordance with the provisions of the Agreement.

The Business Messaging Short Code is and shall remain the property of the OPERATORS. The AGGREGATOR PARTNER may not appropriate it in any way whatsoever and, more specifically, is prohibited from registering it as a trademark, domain name, trade name, sign, or company name, etc.

The AGGREGATOR PARTNER undertakes never to quote a Business Messaging Short Code during any communication or advertising operations, whether in the media or otherwise, including on any type of medium except for MT-SMSes and except within the framework of the Green MO-SMS option.

In the event that a Business Messaging Short Code used by the AGGREGATOR PARTNER with the OPERATOR is terminated for any reason whatsoever, this Business Messaging Short Code may be reallocated by the af2m, after a six (6) month period, to any other AGGREGATOR PARTNER for the purpose of sending SMSes. This six (6) month period is not applicable if the Business Messaging Short Code was not used within the two months prior to the termination date.

The AGGREGATOR PARTNER undertakes to notify the af2m within 48 hours either by e-mail, letter or copy, as requested by the operator, in the event that a Business Messaging Short Code operated by the AGGREGATOR PARTNER with the OPERATOR is terminated for any reason whatsoever.

2.2 Reservation Procedure

In order to benefit from the SMS routing service provided by the OPERATOR(s), the AGGREGATOR PARTNER must apply to the af2m to reserve a Business Messaging Short Code. To do so, the AGGREGATOR PARTNER must follow the procedure described below.

- 1 For each request to reserve a Business Messaging Short Code, the AGGREGATOR PARTNER must send an e-mail to the af2m at the following address info@af2m.org mentioning:

In the subject line: "Request for reservation of a Business Messaging short number"

In the body of the e-mail:

- The name and contact details (e-mail and telephone number) of the permanent contact person of the AGGREGATOR PARTNER.
- The purpose of the "Creation of a Routing Service" of the requested Business Messaging Short Code.

If applying for the first time, the AGGREGATOR PARTNER must complete its application by providing the following documents:

- An extract of the KBIS of the AGGREGATOR PARTNER, which must be less than 3 (three) months old, for countries registered in France (or proof of registration of the AGGREGATOR PARTNER with the official body of its own country translated into French).

- A copy of the receipt issued by ARCEP following its declaration to the Authority.

- A copy of the direct connection acceptance form, in the name of the AGGREGATOR PARTNER, to the GIE EGP.

- Full details of the AGGREGATOR PARTNER's bank account.

- 2 The af2m shall verify that the file is complete and shall send via e-mail to the AGGREGATOR PARTNER the Business Messaging Short Code allocated to it as well as the pre-completed Reservation Agreement for the Business Messaging Short Code (to be filled in).
- 3 Starting from the date of receipt of this e-mail, the CO-CONTRACTOR will have 15 (fifteen) days to send:

- a. Either, if sending by e-mail, the following documents

- The completed, signed and initialled Business Messaging Short Code Reservation Agreement, and
- a bank transfer to the af2m for the amount of the administrative fees set by the af2m's Board of Directors for the current year. For this purpose, on request the af2m shall provide its full bank details to the AGGREGATOR PARTNER.

- b. Or, if sending by post, the following documents, which must be sent to

Af2m
3-5 rue Joseph Sansboeuf
75008 - Paris

- The completed, signed and initialled Business Messaging Short Code Reservation Agreement, and

- A cheque made out to the af2m for the amount of the administrative fees set by the af2m's Board of Directors for the current year.

- 4 Once the af2m has received the aforementioned documents and payments, it shall:

- Send via e-mail the completed file to the OPERATOR(s) with whom the AGGREGATOR PARTNER, copied into the message, has declared that it wishes to activate the Business Messaging Short Code which has been allocated to it.

Once the AGGREGATOR PARTNER has received confirmation that the file has been sent by the af2m, it may deal directly with the OPERATOR(s) for matters relating to the technical and commercial implementation of the Service.

It is the responsibility of the AGGREGATOR PARTNER to contact the OPERATOR(s) to arrange the technical and commercial activation of the SMS Push Short Code.

Article 3 - Ethics and means used

3.1 Reservation Procedure

The AGGREGATOR PARTNER undertakes to provide the af2m with accurate and up-to-date information when entering into the Agreement. It also undertakes, for the entire duration of the Agreement, to inform the af2m of any developments or changes to the information it has provided.

3.2 Respect for corporate image

The AGGREGATOR PARTNER undertakes not to damage the corporate image of the af2m or the OPERATORS as a result of the nature or promotion of the service for which it uses its reserved BUSINESS MESSAGING Short Code. In this respect, the AGGREGATOR PARTNER undertakes, in particular, to avoid any risk of confusion between itself, the af2m or the OPERATORS.

3.3 Combating unsolicited communications - identification of AGGREGATOR PARTNERS

It is hereby specified that any Consumer may inform their operator, using the 33700 number, of the receipt of any message for which they have not given their prior agreement and for which the STOP function is not present or inoperative. After analysing the reports made by its Consumers, the af2m may take the actions provided for in the Agreement.

The AGGREGATOR PARTNER undertakes to:

- be contractually bound to each of the Senders of messages, hereinafter referred to as ADVERTISERS, that use the electronic communications service of the AGGREGATOR PARTNER to broadcast SMSes in mobile networks.

- refrain from generating messages randomly, regardless of the nature of the messages.

In addition to Article 3.4, it is hereby specified that the AGGREGATOR PARTNER undertakes to comply with the provisions of Article L34-5 of the French Post and Electronic Communications Code and to ensure that its customers using its SMS routing service to the OPERATORS' networks make the same commitment, for which the AGGREGATOR PARTNER is responsible and for which it will be the sole guarantor with regard to the af2m.

If the AGGREGATOR PARTNER discovers that the ADVERTISERS are not complying with the aforementioned restrictions, it shall immediately take all measures necessary to put a stop to the non-compliant practice in question and shall provide the required proof as soon as it is requested by the af2m.

The AGGREGATOR PARTNER also undertakes to provide the af2m with a specific contact person for matters regarding compliance with these obligations who will be able to provide the af2m and/or the author of a complaint or report with all the information required to respond to the latter, if necessary, by providing the evidence required to prove that an unsolicited communication has not been sent.

3.4 Personal rights

The AGGREGATOR PARTNER furthermore undertakes, with regard to the MT-SMSes sent within the framework of the Contract, to:

- keep at the disposal of the Users the information referred to in Article 6.III - 1 of the law of 21 June 2004 and to be able to answer all the complaints or questions submitted by the Users relating to the sending of MT-SMSes.

The procedures in place to meet this obligation shall be without surcharge to the User. The AGGREGATOR PARTNER shall also put in place a system to enable Users to send the CONTACT keyword to the short number in order to obtain information about the AGGREGATOR PARTNER; the AGGREGATOR PARTNER is required to reply to these CONTACT messages as soon as possible, by sending, as a minimum, the following identification information by MT-SMS: company name, postal address, e-mail address or telephone number. It is hereby specified that only Short Codes in Tranche 38ABC used to send MT-SMSes exclusively to Users with an "M2M" SIM Card are, by way of derogation, exempt from the management of the CONTACT keyword.

- ensure, in compliance with the Law on Confidence in the Digital Economy of 21 June 2004, that the
- right to object of a User who has expressed his/her wish to no longer receive SMSes from the Sender is taken into account and managed and to ensure compliance with the provisions relating to unsolicited communications The procedures in place to meet this obligation shall be without surcharge to the User. The AGGREGATOR PARTNER shall set up a system enabling Users to exercise their right to object by sending the keyword

3.5 Personal data protection

The AGGREGATOR PARTNER expressly undertakes not to use any data concerning the end users to which it may have direct access in the context of the implementation of this Offer, in particular their mobile telephone number or their bank details, for purposes other than those for which they were communicated.

In particular, it is expressly forbidden to assign, transfer or communicate such information to third parties, subsidiaries or related companies. The AGGREGATOR PARTNER shall assure the af2m that its staff and data processors, if any, will comply with this obligation. Finally, the AGGREGATOR PARTNER undertakes to have at its disposal the technical means to keep this data confidential. It is responsible for ensuring that all data processors, if any, comply with this obligation.

Given the personal nature of the information or data that it may come to possess in the performance of the Agreement, the AGGREGATOR PARTNER undertakes to ensure that the said information or data is processed in strict compliance with the provisions of the amended Act of 6 January 1978 known as the "Data Protection Act".

In general, the AGGREGATOR PARTNER undertakes to comply with the legal and regulatory provisions concerning the processing of personal data and the protection of privacy, particularly those relating to the electronic communications sector.

Article 4 - Collaboration & Monitoring

The parties are fully aware that the services governed by the Agreement require active collaboration between the af2m and the AGGREGATOR PARTNER, particularly with regard to the monitoring of contractual relations with the OPERATORS and the management of the use of the Business Messaging Short Codes.

Article 5 - Financial Conditions

The Financial Conditions are established each year by the af2m's Board of Directors and are attached to these General Terms and Conditions of Service (Annex 1).

They are also available on the website of the af2m (<https://af2m.org>).

The successful reservation of the Business Messaging Short Code is conditional upon the payment of the administrative fee and the annual fee for the first calendar year.

The sums due to the af2m under the Agreement shall be invoiced to the AGGREGATOR PARTNER.

Payment can be made by cheque or bank transfer.

Any calendar year started is payable in full.

5.1 - Administrative fees

Administrative fees are incurred for each Business Messaging Short Code reservation request submitted by the AGGREGATOR PARTNER to the af2m. The fees are payable to the af2m upon receipt of the complete Business Messaging Short Code reservation request file.

The administrative fee is not cumulative with the annual fee in the year of opening.

In the event that the Business Messaging Short Code reservation request is refused by the OPERATOR(s), or that the commercial activation of the Business Messaging Short Code is unsuccessful with the OPERATOR(s), the administrative costs shall remain payable to the af2m.

5.2 - Annual fee

The annual fee is charged on 1 January of each year on all Business Messaging Short Codes reserved by the AGGREGATOR PARTNER.

By paying the annual fee the Business Messaging Short Code is reserved for the following year. Any calendar year started is payable in full

Subject to Articles 5.2 and 5.3, it was agreed at the Board of Directors meeting of 15 November 2019 that the continued application of the annual fees from the year 2021 onwards will have to be approved beforehand when the af2m's 2021 Budget is adopted.

5.3 Procedure in case of non-payment of the annual fee

The invoice for the annual fee for the initial period shall be sent to the AGGREGATOR PARTNER as soon as the af2m has received the complete application file for commissioning. For subsequent periods, it shall be sent at the beginning of the calendar year.

The sums due to the af2m under the Agreement must be paid in euros to the af2m no later than 30 (thirty) days after the invoice date.

In the event of late payment, a fixed penalty for collection costs will also be applied as of right from the first day of default and without prior formal notice. The amount of this penalty shall be equal to €40, as established by Article D441-5 of the French Commercial Code, as of the first day of default.

In the event that the AGGREGATOR PARTNER has not paid the annual Business Messaging fee within four (4) months of the issuance date of this invoice, and if no reply is received following reminders from the af2m, the latter shall be entitled to notify the OPERATORS as such and to cancel the reservation of the Business Messaging Short Code, which will result in the AGGREGATOR PARTNER losing all its rights to the said Business Messaging Short Code.

5.4 Changes to reservation fees

The af2m must notify the permanent contact person and, in copy, the legal representative of the AGGREGATOR PARTNER, by e-mail and with one (1) month's notice, of any changes to the reservation fee and/or the annual Business Messaging fee.

Any changes to the administrative fee will take effect immediately. Any changes to the annual fee may take effect from 1 January of the following calendar year.

Article 6 - Duration

The Agreement shall come into force from the date of signature of the Business Messaging Short Code Reservation Request Form for an indefinite period and shall be terminated automatically when the AGGREGATOR PARTNER cancels the Business Messaging Short Code operated by the AGGREGATOR PARTNER with the OPERATOR or when it loses its entitlement to the Business Messaging Short Code that it has reserved hereunder, for any reason whatsoever.

7 - Transfer

7.1 - Transfer of the Agreement

Any substantial change to the commercial, legal and financial situation of the AGGREGATOR PARTNER, or of the OPERATOR holding a declaration receipt pursuant to Article L.33-1 of the French Post and Electronic Communications Code, must be notified immediately to the af2m.

The Agreement may not be transferred in whole or in part by a Party, unless the other Party gives its prior written consent within 15 (fifteen) days of receiving the request from the transferor.

The transfer shall be subject to:

- a dedicated procedure with the updating and signing of a new Agreement and,

- the provision of the required supporting documents.

The transferor shall remain jointly and severally liable with the transferee for the performance of the obligations arising from the assigned Agreement for one year following the transfer date of the Agreement.

Each Party may assign all or part of its rights and obligations under the Agreement to any legal entity that it directly or indirectly controls within the meaning of Article L233-1 et seq. of the French Commercial Code, to any entity that directly or indirectly controls it, or to any entity that is itself controlled by a legal entity controlling the Transferor, without the prior consent of the other Party, subject to the applicable legal and regulatory provisions and the sending of a notification to the latter within thirty (30) days following the effective transfer date, without the obligations and continuity of the Agreement being affected.

7.2 - Intuitu personae - transfer of control

It is expressly agreed between the Parties that the Agreement has been concluded with regard to the form, current composition, personality, reputation and solvency of the AGGREGATOR PARTNER.

Control is therefore understood to mean:

- that a company directly or indirectly holds a share of the capital giving it a majority of the voting rights in the meetings of the AGGREGATOR PARTNER;
- or that a company alone holds a majority of the voting rights by virtue of an agreement with other partners or shareholders which is not contrary to the interest of the AGGREGATOR PARTNER;
- or, finally, that a company determines, through the voting rights it holds, the decisions in the general meetings of the AGGREGATOR PARTNER.

The af2m reserves the right to terminate the Agreement in the event of a transfer of control of the AGGREGATOR PARTNER, under the conditions set out in Article 8 "TERMINATION OF THE AGREEMENT".

The af2m's right to termination exclusively relates to the change of control of the AGGREGATOR PARTNER as defined above.

Article 8 - Termination of the Agreement

In the event that one of the parties fails to fulfil any of its obligations under the Agreement, the other party may terminate the Agreement after eight days have elapsed following the sending of a formal notice that has remained without effect. Such suspension or termination shall be without compensation to the party at fault.

Any formal notice or termination carried out by the af2m shall be communicated to the OPERATORS.

The termination of the Agreement shall automatically result in the deactivation of the Business Messaging Short Code with all the OPERATORS with which the CO-CONTRACTOR has entered into contracts, and consequently the termination of the routing service provided by the OPERATORS.

Article 9 - Amendment of the Agreement

9.1 Amendment of the Agreement by the CO-CONTRACTOR

Subject to the provisions of Article 8 of the Agreement, the AGGREGATOR PARTNER may modify its data at any time. However, its "Company Name" and "

Registration Number" data can only be modified by sending a request by post to the af2m and to all the OPERATORS with which it has entered into contracts.

9.2 Amendment of the Agreement by the af2m

The Agreement may be modified unilaterally by the af2m provided that it gives the AGGREGATOR PARTNER at least 1 (one) month's notice by letter or e-mail. After this period has elapsed, during which time the AGGREGATOR PARTNER is entitled to terminate the Agreement, it shall be deemed to have accepted the amendments in full. The amendments are applicable to all agreements, including those currently in force.

Article 10 - Applicable law and competent jurisdiction

The validity of this agreement and any other question or dispute relating to its interpretation, performance or termination shall be governed by French law.

The parties undertake to use their best efforts to find an amicable solution to any issues or disputes that may arise between them, prior to referral to the court specified below.

In the event that an amicable solution cannot be reached, the parties agree that any dispute relating to the validity, interpretation, performance or termination of this agreement shall be brought before the competent courts in Nanterre.

Article 11 - Data protection

The Parties agree that any information transmitted in the course of the negotiation or implementation of the Agreement which contains, in any capacity whatsoever, elements recognised by law or jurisprudence as relating to private life or of a personal nature may only be used for the purposes explicitly stated at the time of its communication.

In particular, the Parties agree not to use for any purpose other than the invoicing of the administrative costs and the annual fee, and its possible consequences, the information which may be communicated and which is necessary for the preparation of the invoice.

The Parties shall take the necessary measures to honour this commitment.

In addition, the Parties undertake respectively to collect and process information of a personal nature in compliance with the laws and regulations in force.

Article 12 - Confidentiality

The Parties undertake to maintain the confidentiality of documents and information of any nature whatsoever of which they are made aware within the framework of the Agreement and which are identified as confidential by means of a specific mention as well as any documentation or information the disclosure of which would be detrimental to the other Party, particularly in financial, strategic or media terms.

As such, the Parties shall only use Confidential Information for the purpose of performing their obligations under the Agreement. This confidentiality undertaking shall remain valid for a period of 18 (eighteen) months after the termination, for whatever reason, of the Agreement.

13 - Nullity

If one or more provisions of the Agreement are considered invalid or declared as such in application of a law, a regulation or as a result of a final decision issued by a competent court, the other provisions of the Agreement shall retain all their force and scope.

The Parties agree to replace the clause declared null and void by a clause that is as close as possible in content to the clause initially agreed to.

14 - Miscellaneous

14.1 Execution

The failure of either party at any time to require strict performance by the other party of any provision or condition of this Agreement shall not be deemed a definitive waiver of the performance of that provision.

14.2 Role of the Agreement

This Agreement contains the entire contractual obligations of the parties. It cancels and supersedes all previous agreements, correspondence or understandings.

14.3 Obligations of the parties

The parties authorise each other to make reference to the existence of this Agreement when dealing with third parties. Furthermore, the af2m is expressly authorised to pass on to the OPERATORS any information relating to the AGGREGATOR PARTNER.

If so requested, the af2m is expressly authorised to pass on to the authorities any information relating to a Business Messaging Short Code operated by the CO-CONTRACTOR, or relating to the CO-CONTRACTOR itself.

14.4 Operational Contact and Invoicing Contact

The AGGREGATOR PARTNER undertakes to inform the af2m of any change in the contact details provided at the time of the reservation request for operational exchanges or invoicing purposes.

Signed in Paris, on

For the AGGREGATOR PARTNER

(Signature preceded by the statement "Agreed and signed" and the company stamp)

For the af2m

(Signature preceded by the statement "Agreed and signed" and the company stamp)

ANNEX 1 - FINANCIAL CONDITIONS

The Board of Directors meeting of 15 November 2019 adopted the following Financial Conditions for the year 2020:

- Administrative Fees for the reservation of a Business Messaging Short Code: €400 (excl. taxes), not cumulative with the fee in the year of opening.
- Annual Royalty Fee per Business Messaging Short Code : €100 (excl. taxes)
- Business Messaging Short Code transfer fee: €300 (excl. taxes)