

HighCONNEXION

SPECIFIC TERMS AND CONDITIONS FOR HIGH CONNECTION BILLING SERVICES (Ref No.CGS Billing 20210601) Applicable from 01/06/2021

The purpose of these specific terms and conditions (hereinafter the 'Specific Terms and Conditions') is to specify the terms and conditions under which HIGHCONNEXION, a simplified joint stock company with a capital of €351,500, whose registered office is in Oullins, registered under number 502 539 794 (LYON Trade and Companies Register) (hereinafter 'the Service Provider'), provides the Client with the Billing services (one-off or recurring donations, participation in SMS+ or VAS+ games, internet +, purchases of digital Content, etc.) (hereinafter 'the Services'), which the Client entrusts to it. Any order for Services by the Client implies the Client's express and unconditional acceptance of these Specific Terms and Conditions and the Service Provider's General Terms and Conditions of Service, to the exclusion of any other terms and conditions issued by the Client, even prior to the date of the order, subject to any special terms and conditions expressly accepted by the Service Provider. In the event of any contradictions between these Specific Terms and Conditions and the Service Provider's General Terms and Conditions of Service, the provisions of these Specific Terms and Conditions shall prevail.

1. DEFINITIONS

ACPR: Autorité de Contrôle Prudentiel et de Résolution, domiciled at 4 Place de Budapest, CS 92459, 75436 Paris cedex 09 (<https://acpr.banque-france.fr/>).

AF2M: refers to the French Association for the Development of Multi-operator Multimedia Services and Uses (<https://af2m.org/>).

Publisher/Client: refers to the legal entity that offers a Service whose digital content can be purchased by the User and invoiced to the User on their operator's invoice or on any other payment channel via the Payment Solutions. The Client may be:

- A publisher of digital content (music, videos, etc.)
- A ticket publisher
- A carrier offering a passenger transport service
- An association launching a public fundraising appeal
- Etc.

Operator: refers to electronic communications operators, internet service providers ('ISPs') and operating systems (Android - Apple) that offer micro-payment solutions enabling their subscribers (the Users) to purchase Services on multimedia sites or applications from their device, in return for the Operator deducting the amount of these Services from their invoice.

Service Provider: refers to HIGHCONNEXION, which acts as a technical and financial intermediary between the Operator and the Client, approved by the ACPR as a payment institution.

Billing Services: refers to the billing of Services in return for payment, by the User, on the Operator's invoice or on any other payment channel, carried out by the Service Provider via Payment Solutions.

Service: refers to a service or content offered by the Client, which can be delivered online by an electronic means of communication and invoiced to the User on their operator's invoice or on any other payment channel via a Payment Solution. Billing services may concern various Services such as:

- One-off or recurring donations
- Participation in SMS+, VAS+ or Internet+ games
- Purchase of digital content (music, videos, press articles, ticketing, etc.)

Illegal services: refers to a service that does not comply with the provisions of the Contract or the ethical rules identified in Appendix 2, and in particular:

- Services likely to mislead the User as to their content, origin and/or purpose
- Services whose content undermines human dignity, encourages crimes and/or offences, or incites discrimination, hatred, or violence
- Services that do not respect the rules governing the protection of minors

Payment Solution(s): refers to the payment solution(s) allowing the deduction from the User's Operator invoice of the sums due by the latter in return for the purchase of the Service(s) or any other type of payment solution such as in particular:

- Internet + Mobile solution
- Internet + Box solution
- SMS + solution
- VAS + solution
- Direct Billing solution
- Bank card
- Apple and Android Wallet
- PayPal
- Etc.

User: refers to any person who uses a Payment Solution to purchase one or more Services from a Content or Service Publisher.

2. DESCRIPTION OF BILLING SERVICES

The Publisher gives the Service Provider a technical and financial mandate to contract with the Operators the Payment Solution chosen by the Client according to the Service requested. The Service Provider undertakes to provide the Client with the chosen Payment Solution in accordance with the practices defined in the Operators, ISPs and

operating systems agreements in force and available from each of these Operators and/or AF2M. Within the context of its Billing Services, the Service Provider undertakes to comply with the rules in force of the French Monetary and Financial Code, the management standards and any other legislative or regulatory provision applicable to it in view of its status as a payment institution approved by the ACPR.

3. CLIENT COMMITMENTS

Client obligations

The Client undertakes to comply with all legal and regulatory provisions applicable to its activity, as well as to the Operators' ethics policies. The Payment Solution is provided to the Client for the Services subject to the latter's compliance with:

- The provisions of the Policies (ethics, communication and design) available at www.AF2M.org
- The Decisions or recommendations of any competent authority
- The Technical Specifications or any technical documentation
- An undertaking not to engage in affiliate marketing practices or practices involving a succession of intermediaries in the provision of the Services

The Client undertakes to ensure that the Payment Solution is not altered or modified or masked by any means whatsoever during its execution. In addition, the Client ensures compliance with the legality of the Services and their content, and refrains from offering illegal services.

Obligations relating to the operation of the Services using the Payment Solution

The Service Provider reserves the right to carry out an editorial analysis in order to check the compliance of the Service with:

- Obligations relating to the provision of the Payment Solution
- Obligations issued by the AF2M (compliance with Internet+ and Extranet policies)
- Obligations relating to the Directive on combating Internet fraud
- Obligations relating to the regulation of Android and Apple operating systems
- Obligations relating to banking regulations

and to refuse the right to connect, or the opening of a Service if the Service(s) do not meet the necessary requirements or constitute illegal Services.

Relations with Users

The Client shall provide a User Support Service, in French, either directly or by entrusting this service to the Service Provider upon quotation, to be able to respond to Users' requests for information, complaints or claims. The Client agrees to process all requests and to ensure the best quality of service to Users. The Client shall indemnify the Service Provider against any recourse by third parties, including recourse by Users, alleging:

- Not to have benefited from the Service, due to a breach attributable to the Client
- To have received unsolicited Messages from the Client
- To have received, via a Service, illegal content
- To have been the victim of an unfair and/or fraudulent practice

In these cases, the Client undertakes to bear in full the damage suffered by the Service Provider and any third party.

Obligation to manage Incidents

The Client undertakes to put in place a process for managing incidents related to the Payment Solution, as well as technical support that can be reached by telephone and by e-mail, during working and non-working days, in the event of technical or ethical problems, so that they are dealt with and corrected in a timely manner.

Other Obligations

The Client undertakes not to generate abnormal traffic within the context of the Services. The Client undertakes to ensure that any third party providing services in connection with the promotion of the Service and the use of the Payment Solution complies with the obligations set out herein.

Client obligations specific to one-off and/or recurring Donation Services

The association (the Client) undertakes to provide exhaustive information to the donor (the User) before and after the donation, in accordance with the applicable legal and regulatory provisions. When setting up its campaign, the association must clearly inform the Donor of the donation limits imposed by the Operators and the regulations in force published by the AF2M. Before distributing its Offers, the association shall ensure that they contain all the compulsory legal notices, including those defined by the AFMM available on its website. The association declares that it has the status of an organisation launching a public fundraising appeal within the meaning of Law 91 772 of 07/08/1991. As such, it justifies the filing of the prior declaration of appeal for public fundraising for a campaign conducted at national level. The association sends a copy of its articles of association to the Service Provider, as well as any document requested by the Service Provider concerning its status as an organisation launching a public fundraising appeal. The association further declares that it is not subject to any incompatibility or incapacity to carry out its tasks as an organisation launching a public fundraising appeal within the meaning of that Law.

4. FINANCIAL TERMS AND CONDITIONS

Billing

In return for its Services, the Service Provider shall receive a commission from the Client as specified in the Quote (hereinafter the 'Commission'), and shall invoice the Client for all the items set out in the Quote and, where applicable, for set-up fees, monthly subscription fees and User Hotline fees. Commissioning costs are invoiced upon receipt of the signed Quote. Subscriptions are invoiced in arrears, as soon as the Service is opened. Any month started is due in full. The Client authorises the

Service Provider to pay by offsetting due invoices not settled by the Client against due invoices not settled by the Service Provider.

Repayments

For each Payment Solution that entitles the Client to a reversion, the Service Provider pays the Client all or part of the turnover from the Operator, less any costs incurred by the Operator, and depending on the case, less its Commission, with the exception of turnover resulting from proven fraud, or which has been subject to an unpaid rate or traffic anomaly (hereinafter referred to as the 'Reversals'). Within fifteen (15) days of the collection of the sums paid by the Operators, High Connexion will send a detailed statement of the reversal items and a request for invoices to the Client. The Client will then invoice the Service Provider in order to collect its Reversal. The payment of this invoice by the Service Provider will take place within fifteen (15) days of its receipt. Under no circumstances will the Service Provider be required to bear the risk of non-payment by a User, or in the event of non-payment of the sums due by the Operators. The Service Provider reserves the right to modify the financial terms and conditions of its Services. It shall notify the Client by registered letter with acknowledgement of receipt with three (3) months' notice. In the event of disapproval by the Client, the latter may terminate the Service, which is the subject of the modification, by registered letter with acknowledgement of receipt. This termination shall be effective three (3) months after receipt of the Registered Letter with acknowledgement of receipt. In the absence of termination of the Contract, the new conditions will be effective at the end of the three (3) months' notice proposed by the Service Provider.

5. INTELLECTUAL PROPERTY

The Client hereby guarantees to the Service Provider that it holds all necessary authorisations and/or intellectual property rights and that it is up to date with payments to any rightful owner, enabling it to use the Services and their content regardless of their nature (Code, text, photographs, etc.), distinguishing features, trademarks and logos. In the event of recourse by a third party against the Service Provider, the Client shall indemnify the Service Provider and the Operators against any penalties and/or direct damages that may be imposed on them.

6. PENALTIES AND SUSPENSION

If the Service Provider finds any of the breaches listed in the table below, it reserves the right to charge the Client the following penalties per breach and per Operator:

BREACH FOUND	PENALTY AMOUNT
Non-compliance with the Code of Ethics and all provisions applicable to the Services	€5,000 per breach found
Failure to comply with the Technical Specifications	€5,000 per breach found
Using the Payment Solution for a service classified as 'Adult'	€15,000 per breach found
Generic penalty for any other breach	€5,000 per breach found

The application of penalties is not dependent upon drawing up an official report. The fact that the Service Provider does not assert its right to apply penalties upon the occurrence of a breach does not mean that it waives this right. The penalties are independent of each other and are therefore cumulative. The payment of penalties will not relieve the Client from immediately remedying any breaches and/or performing any other obligations hereunder. The payment of penalties will not relieve the Client of its obligations and liability under the Contract. These penalties may never be considered as full compensation for damage and/or direct or indirect loss suffered by the Service Provider. The application of penalties is independent of any other measures to which the application of the Contract gives rise, especially its suspension and/or termination. Without prejudice to any other recovery method, the Service Provider may deduct the amount of such penalties from any sums due or to be due to the Client. In the event of a finding or suspicion by the Service Provider of non-compliance by the Client with one of the obligations referred to herein, the Service Provider reserves the right to immediately suspend the provision of the Payment Solution.