

HighCONNEXION

SPECIFIC TERMS AND CONDITIONS FOR HIGH CONNEXION MARKETING SERVICES (Ref No.CGS Marketing 20220901) Applicable from 01/09/2022

The purpose of these specific terms and conditions (hereinafter referred to as the 'Specific Terms and Conditions') is to specify the terms and conditions under which **HIGHCONNEXION**, a simplified joint stock company with a share capital of €351,500, whose registered office is in Oullins, France, and which is registered under number 502 539 794 (LYON Trade and Companies Register) (hereinafter referred to as 'the Service Provider'), provides the Client with marketing services (messaging, gaming platform, pass wallet, etc.), which the Client entrusts to it. Any order for Marketing 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 specific 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

Marketing Services: refers to the services involving:

- Messaging (SMS, email, voice messages, push notification, MMS, instant messaging, etc.)
- Provision of digital solutions (wallet solution, SMS, web & mobile and audiotel games) including:
 - the 'MGS: Mobile Game Solution' web marketing application solution: a solution for creating and setting up online competitions for SMS+, Audiotel and direct billing, created by the Service Provider and accessible on the <https://app.mgs.media> platform
 - the software solution called 'Wallet Pass' (hereinafter the 'Software') enabling the generation of 'Passes' (discount coupons, tickets, dematerialised loyalty cards, etc.) on behalf of retailers or advertisers, to be stored in 'wallets', such as 'Apple Wallet' and 'Google Pay'

1.1 Specific definitions for Messaging services:

Service Publisher: the natural person or legally constituted legal entity that signs the Contract and is responsible for the Content to which the Service gives access. It will also be referred to as 'Client' in the contract.

Advertising message: message of a promotional nature broadcast by SMS-MT or MMS-MT intended (i) to incite Opt-in Users to consume a good or a service or (ii) to promote a company, a brand, an event or a product not directly related to the SMS+ Service of the co-contracting Publisher.

MSISDN (Mobile Station ISDN Number): a User's mobile phone number.

Short Code: the 5-digit short code that identifies an SMS+ Service, reserved with the AF2M Association by the Service Provider and then allocated to it by a mobile telephone operator. The Short Code of the Service subject of the Contract is specified on the order forms

Shared Short Code: the short Code allocated by the AF2M Association and the mobile operators to the Service Provider which allows its customers to benefit from it for the operation of the SMS+ service

Information transmitted by the SMS or MMS Platform to the Service Platform at the express request of the Service Provider, indicating the transmission status of an SMS-MT or MMS-MT.

Operator: radio network operator. There are two categories of Operators:

- Category 1 Operators directly operating their own radio telecommunications network open to the public and offering mobile radio services to the public using that network. To date, only Category 1 Operators are entitled to contract with Service Publishers for the purpose of listing a Service.
- Category 2 Operators not directly operating their own radio telecommunications network open to the public. They offer mobile radio services to the public using the network of Category 1 Operators, with whom they have concluded a so-called 'MVNO' agreement. At present, Category 2 Operators are not required to enter into contracts with Service Providers for the referencing of a Service.

Operation: transmission of information (SMS-MO, SMS-MT, or Notifications) between the Service Platform and the SMS Platform)

Service Platform: technical equipment and software of the Service Provider intended to process the sending and receiving of SMS and/or MMS within the framework of the operation of its SMS+ Service.

SMS Platform: technical equipment and software of a category 1 mobile telephone operator, to which the Service Provider's Service Platform is connected, for the administration of SMS.

Technical Provider: the Subcontractor of the Service Provider in charge of connecting the Service Platform to the SMS and MMS Platforms of a category 1 mobile operator. The Technical Service Provider is therefore a third party to the SMS+ Contract.

Technical Connection: physical connection via a packet transmission network between the SMS or MMS Platform and the Service Provider's Service Platform,

allowing the Service Provider on the one hand to place SMSMTs or MMS-MTs for routing to the Users on the SMS or MMS Platform and on the other hand to receive from the latter SMSMOs or MMS-MOs from the Users.

Roaming: connection to the network of a category 1 operator, different from the operator of subscription of the prepaid or post-paid service offer

SMS (Short Message Service): a GSM standard service allowing the sending and receiving of alphanumeric or binary messages on a mobile device.

SMS-MO (Short Message Service Mobile Originated) refers to an SMS sent by a User from a compatible mobile device.

SMS-MT (Short Message Service Mobile Terminated) refers to an SMS sent by a Service Provider to a User's mobile device

SMS sent or submitted: SMS sent to operators by High Connexion as part of the service.

Opt-In User: refers to a User who has given the co-contracting Publisher their prior consent to receive SMS-MT and/or MMS-MT commercial prospecting from a Service Provider. Consent is understood to mean any free, specific and informed expression of will by which a User accepts that their MSISDN be used for commercial prospecting purposes.

VSMS: refers to a means of combating scam/phishing that verifies message by message that the content of the SMS is indeed addressed by the sending company.

1.2 Definitions specific to the provision of digital solutions (Pass Wallet)

API: refers to the acronym for 'Application Programming Interface'. The API is an IT solution that allows external applications to communicate with our Wallet solution and exchange services and/or data with each other. It is actually a set of functions that facilitate, via a programming language, access to the services of our Wallet solution.

Marketing Content: refers to any content provided by the Client, in particular as a promotional offer, advertisement or commercial message, notably in the form of graphic elements, illustrations, photographs, texts and/or links, intended to be used by the Service Provider to generate Passes according to the Client's specifications.

Distribution Certificates: refers to a certificate generated by Apple (using an Apple Developer account), and Google (using the appropriate Google Pay account), required to create Passes, send push notifications and perform Pass updates from within the solution.

End Customer: refers to the natural person who downloads a Pass from their smartphone and stores it in the Wallet.

Device: refers to any smartphone whose operating system has the native 'Apple Wallet' application or, if applicable, the 'Google Pay' application.

Operation link: refers to the URL that allows a consumer to add an operation in the form of a Pass to their smartphone wallet. The links to the offers can be displayed as a URL or through QR codes. Custom Passes require operation links with Tokens.

Matrix: refers to the structure that describes the updates between different Pass Models following the triggering of a Trigger. Example: a 'Coupon' Matrix describes the relationships between the 'active coupon' model, the 'coupon used' model and the 'coupon use' Trigger.

Pass Model: refers to the simplified and unified structure of the Apple and Google templates. A model includes the fixed elements: logo, background colours, general conditions, along with the customisable elements. Each pass model has a specific function – examples: active coupon, used coupon, invalid coupon, loyalty card, unused ticket, etc.

Notification: refers to the message automatically sent to the End Customer due to the detection of an event by the Wallet.

Operation: refers to the instance of a Matrix implemented during a defined period of time to access a product or service.

Pass: refers to the digital version of a: coupon, loyalty card, membership card, ticket, credit note, etc. Compared to its paper version, the digital version has connected content. This content can be updated, notifications can inform the consumer during an update. The Pass follows the structure defined by a Pass Model.

Passes generated: the number of Passes displayed on the End Customer's smartphone without being added to the Wallet.

Passes added: the number of Passes added to the End Customer Wallet.

Passes deleted: the number of Passes deleted from the End Customer Wallet.

Active passes (cumulative data): Overall number of End Customer Wallet Passes that can be updated for a given campaign. The value is calculated as follows: Passes added - Passes deleted

Wallet: refers to the technology developed by Apple called Apple Wallet, and if applicable the one developed by Google called Google Pay, integrated by default on smartphones, allowing the storage of Passes downloaded by an End Customer.

QR Code: refers to a type of two-dimensional barcode consisting of black modules arranged in a square with a white background. The arrangement of these points defines the information contained in the code.

Template: refers to the set of elements and rules necessary for the creation of a pass as defined by Apple and Google.

Token: refers to a unique/personal code to access a unique/personal Pass.

Trigger: refers to the event that triggers the process of updating a Pass from one model to another model. Examples of Trigger:

- The pass will update on a predefined date/time in the Wallet Pass platform or via the API
- The pass will update during an external event or condition received via the API
- The pass will update following the running of a predefined period in relation to an external event received via the API

URL: refers to the address of a website or a hypertext page on the Internet

2. SPECIFIC PERFORMANCE CONDITIONS FOR MARKETING ACTIVITIES

2.1 Specific terms and conditions for Messaging services:

Operation

The Service Provider undertakes to:

- Ensure the quality and continuity of operation of its platform
- Make available the Web Service allowing dialogue between the application hosted by the CLIENT and the Service Provider's Platform.
- Ensure the reception of the MT - MO and their transmission to the Operator Platforms in a timely manner. It is specified that the Service Provider's SMS Platform operates according to a standard flow class.
- Save the data in the MT - MO database for a period of two months after the payment of the corresponding invoices and/or repayments in month M.

To this end, the Service Provider shall maintain and monitor its Platform and, where necessary, carry out back-up operations. For any preventive maintenance operations on the Platform that may lead to a scheduled interruption of service, the Service Provider shall inform the Client by email, giving the dates and times of the interruption, as well as the duration of the interruption at least 24 hours in advance. For any corrective maintenance operation requiring an immediate intervention, the Service Provider shall inform the Client by email without delay. The Service Provider undertakes to keep the Client informed of any incident relating to the SMS Service in a timely manner, and to send it an incident report within two working days following the occurrence of the incident. An incident is understood to refer to:

- Any unscheduled interruption of the Client's SMS Service
- Any exceeding of the expected duration during a scheduled interruption of the SMS Service
- Any disruption of the SMS Service related to the malfunction of equipment

The Service Provider undertakes to monitor changes in the use of the Client's Service(s), and to optimally adapt its human and material resources in order to ensure the required quality of service. When providing a Web Service tool, the Service Provider will in no way be held liable for failures that may occur on the Client's infrastructure (hardware and software). In the context of the rental of shared short numbers, the Service Provider undertakes, for the entire duration of the service, to provide the Client and the End Users with a French-speaking customer service with the technical and human resources and skills necessary to respond adequately to any request for information or any complaint from the Users, whether it is received directly or through the Operators. This customer service can be contacted via the platform <https://highservices.hcnx.eu> on business days, from Monday to Friday from 9 am to 12 pm and from 2 pm to 6 pm, and on non-working days by phone

SMS Stop

The Client is solely responsible for taking into account and managing the right of opposition of a user who has expressed their wish, in particular by using the keyword 'STOP', to no longer receive messages.

International

The Service Provider has different types of routing. Each configuration applies per SMS account. Our configurations:

- HQ (high quality): includes all our direct connections (France, Overseas departments and territories, Caribbean, Europe, West Africa)
- World: All our direct connections and international agreements are said to be of high quality on all countries.
- Wholesale: Lower quality routes but lower rates. No support. Avoids OTP traffic

For routing, our customers are asked to submit numbers with the country code. These elements are provided by the Service Provider in the pricing schedule. For routing recommendations in each country, it is strongly recommended to contact the Service Provider. Operator regulations and policies may change without the Service Provider or its suppliers being informed. Some operators require a prior declaration from the transmitters. In order for the routing to be carried out correctly, the Service Provider has authorised generic transmitters (e.g. 'InfoSMS') which will automatically replace undeclared transmitters. In addition, countries have a process for declaring content (text sender, type of traffic, customer, etc.). In this context, the following countries will only be opened on request of the Client (non-exhaustive list): USA, Canada, China, South Korea.

2.2 Specific terms and conditions for the provision of digital solutions (MGS)

In the context of the provision of digital solutions (MGS), the Client undertakes to comply with the Service Provider's recommendations. The Client declares that it is aware of the laws and regulations in force, including the ethical policies that may apply to its activity and to the Service, and undertakes to scrupulously comply with them:

- SMS+ : <https://af2m.org/chartes-smsplus/>
- VAS+ : <https://af2m.org/rd-sva/>
- Internet + mobile : <https://af2m.org/chartes-internetplus/>

2.3 Specific terms and conditions for services for the provision of digital solutions (Pass Wallet)

The Service Provider offers a product called 'Wallet Pass' which is marketed under three (3) options described below. The commercial option chosen by the Client will be specified in the Quote:

Option 1: 'Wallet pass – Full service'

In full service, the Client defines the actions to be carried out in a brief which it sends to the Service Provider for execution. Prior to implementation, the Service Provider's teams will specify the implementation schedule to the Client, and will validate the operational and technical feasibility with the latter. The Service Provider undertakes to carry out on behalf of the Client and in accordance with its specifications the creation and management of its Passes that can be downloaded by the End Users, in particular:

- The creation and provision of Passes to the Client in accordance with its requests
- The creation and communication to the Client of the URL links necessary for the End Users to download the Passes on their smartphones
- Modification and editing of the Pass in accordance with the Client's expectations
- The number, frequency and presentation of the content of push notifications sent to End Customers according to the Client's specifications
- The sending of iOS push notifications to End Customers
- The reporting of data generated by campaigns launched by the Client via the Passes

As part of the mission to create and manage Passes on behalf of the Client, the Service Provider's staff assigned to perform the Services shall remain under the full and exclusive responsibility of the Service Provider, which is solely authorised to send it directives and instructions. The Client understands and accepts without reservation that:

- A period of 7 working days is necessary for the design of a Wallet Pass in full Service mode by the Service Provider's teams, upon receipt of a brief validated by the Client and confirmed as complete by the Service Provider's teams.
- The campaign management fee includes 2 BAT return journeys for each operation, and that if these are exceeded they will be invoiced.
- The Client undertakes to purchase the pass distribution certificates from Google and Apple, and provide them to High Connexion to allow the initial configuration of the solution.

Option 2: Self-Service using 'Wallet pass – Connector'

As a self-service option via 'Wallet pass - Connector', the Service Provider provides the Client with APIs allowing it autonomous use of the functionalities offered from a third party tool that it will use. The Service Provider undertakes to carry out on behalf of the Client and in accordance with its specifications:

- The implementation (setup) of the Wallet pass platform with the Client in accordance with the financial conditions
- The provision of API documentation to the Client as well as 4 hours of support for the use of the API
- The creation and provision of the Client's own API access key
- The creation and provision to the Client of a number of Matrixes and Pass Models in accordance with the financial conditions

The Client understands and accepts without reservation that:

- It must carry out a technical integration into a third-party tool allowing the complete management of the Mobile Wallet using the APIs provided by the Service Provider.
- Any costs related to the integration of APIs into a third-party tool provided by the Service Provider are the sole responsibility of the Client.
- The Client undertakes to purchase the pass distribution certificates from Google and Apple, and provide them to High Connexion to allow the initial configuration of the solution.

Option 3: Self-Service using 'Wallet pass – Platform'

As a self-service option via 'Wallet Pass – Platform', the Service Provider will provide the Client with a mobile wallet management platform. Under the conditions of this commercial offer, the Client may, if it so requests, benefit from 'Wallet pass – Connector'. The Service Provider undertakes to provide the Client with a platform, accessible via a browser, to manage mobile wallet campaigns, in accordance with the specifications and to ensure:

- The implementation (setup) of the Wallet pass platform with the Client in accordance with the financial conditions
- The provision of API documentation to the Client as well as 2 hours of training concerning the use of the API or the platform provided by the Service Provider for the management of the Mobile Wallet
- The creation and provision of the Client's own API access key
- The creation and provision to the Client of a number of Matrixes and Pass Models in accordance with the financial conditions

The Client understands and accepts without reservation that:

- Any costs related to the integration of APIs offered by 'Wallet pass – Connector' into a third-party tool provided by the Service Provider are the sole responsibility of the Client.
- The Client undertakes to purchase the pass distribution certificates from Google and Apple, and provide them to High Connexion to allow the initial configuration of the solution.

Operation

The Service Provider provides the hosting of the internet service for a variable internet transit depending on the volume of active passes generated, and undertakes, within the context of its sole obligation of means, to make its best efforts to maintain the quality and continuity of operation of its Platform. To this end, the Service Provider

shall maintain and monitor its Platform and, where necessary, carry out back-up operations.

For any preventive maintenance operations on the platform that may result in a scheduled interruption of service, the Service Provider shall inform the Client, by any written means, of the dates and times of the interruption, as well as the duration of the interruption at least 24 hours in advance. For any corrective maintenance operation requiring an immediate intervention, the Service Provider shall inform the Client by any means without delay. The Service Provider undertakes to keep the Client informed of any incident relating to the Service in a timely manner, and to send it an incident report within two working days following the occurrence of the incident. An incident is understood to refer to:

- Any unscheduled interruption of the Client's service
- Any exceeding of the expected duration during a scheduled interruption of the service
- Any disruption of service related to the malfunction of equipment

At the same time, the Service Provider undertakes to provide an 'Intervention Time Guarantee' (ITG) defined according to the following criteria:

- Acknowledgement of receipt of a request submitted on an 'incident ticket' form made available to the Client within 30 minutes (24/7)
- Acknowledgement of start of intervention (including tele-intervention) on request, within three (3) business hours, from Monday to Friday from 9 am to 12 pm and from 2 pm to 6 pm.

The means of reporting are specified in a document entitled 'Support procedure' provided to the Client by the Service Provider. This service level commitment does not cover:

- Malfunctions or modifications occurring on the Client's IT network altering the operating mode and the engineering rules recommended by the Service Provider for the proper functioning of the services.
- Technical incidents and/or unavailability that may occur on the data and voice networks of the Service Provider's operators, the Client or the Client's customers.

Reporting

The following reports are produced for each type of Pass:

- 'passes generated' - 'number of Passes displayed on the End Customer's smartphone without being added to the Wallet.'
- 'passes added' - 'number of Passes added to End Customer Wallet.'
- 'passes deleted' - 'number of Passes deleted from End Customer Wallet.'
- 'active passes (cumulative data)' - 'overall number of End Customer Wallet Passes that can be updated for a given campaign. The value is calculated as follows: passes added - passes deleted'

Third-party solutions and applications

The Client expressly acknowledges that the use of the Mobile Wallet solution is based on technology and software solutions developed by Apple and, where applicable, Google (i.e. the Wallets), which determines, at its sole discretion, the developments and rules of use. Under these conditions, the Client expressly accepts that the Service Provider shall not be liable if the Service Provider is unable to perform all or part of the Services and more generally to fulfil its obligations under the Agreement, in particular for one or more of the following reasons:

- Modification in whole or in part of the technology or applications of Apple and, if applicable, of Google
- Change of the conditions of use of the technology or applications of Apple and, if applicable, of Google
- Request made by Apple and, if applicable, Google to the Service Provider to stop using all or part of its technology, for any reason and regardless of whether or not the prohibition is legally justified
- Changes made by Apple and, if applicable, Google to the Devices (including, but not limited to, the various versions of the OS)

Obligations of the Service Provider

The Service Provider undertakes to:

- Use its best efforts to update its software, and adapt its Solution to the evolution of technology (in particular to new OS) and/or applications from Apple and, if applicable, Google (i.e. the Wallets), without this commitment being interpreted as an obligation for the Service Provider to invest in research and development
- Advise the Client on the format and presentation of its Passes according to its objectives and assist it in adapting and defining its marketing content for the mobile format

Use its best efforts to configure the Client's certificates, or failing that, High Connexion certificates with the client's agreement. In the case of using High Connexion certificates, the Client accepts without reservation that the connection to the passes are technically and legally the property of High Connexion, and will be non-transferable

Obligations of the Client

The Client undertakes to:

- Obtain from Apple and, if applicable, Google, and make available to the Service Provider, the appropriate Distribution Certificates necessary for the creation and distribution of the Passes, at its own expense. The Service Provider may use its Distribution Certificates only for Client training/internal tests. The Service Provider's Certificates may not be used for other reasons.
- Comply with the rules and policies imposed by Apple and, if applicable, Google on the use of the Wallets
- Provide its End Users with URL links, generated by the Software, enabling them to download and install the Passes on their smartphones

- Provide the Service Provider with all information and documents useful for the performance of the Services, in particular in view of the service relating to the management of Passes on its behalf, including the number and frequency of 'push' notifications
- As part of a full service, transmit in a format agreed between the Parties and accepted by the Service Provider, the Marketing Content and the specifications of its Passes at least five (5) working days before the date of start of a campaign. Failing this, the Service Provider may, without justification, postpone the start date of the said campaign, or even refuse its activation
- The Client undertakes to purchase the pass distribution certificates from Google and Apple, and provide them to High Connexion to allow the initial configuration of the solution.

It is agreed that:

- The acquisition of certificates is the sole responsibility of the Client
- Matrixes can have one or more Pass Models, and none or several Triggers
- The creation of the Matrix is strictly limited to the implementation of the Pass Models as architected by the Client. Once used in the context of an operation, the Matrix cannot include changes.
- It is agreed that the volume of sending notifications and updating passes is included in the Service Provider's offer, but is subject to the rules of limiting marketing pressure applied by Google and Apple.
- That the fees do not include the costs of disseminating links to add the pass.

3. SPECIFIC FINANCIAL TERMS AND CONDITIONS FOR MESSAGING SERVICES

Invoices of less than 15 euros including VAT will be deferred for payment against the next invoice. However, an annual operation in December will enable any Client who has not exceeded this threshold to obtain payment of the amount due. The commissioning fee will be invoiced on the day the Contract is signed. Monthly consumption will be invoiced in the first week of each month. With regard to the variable costs of MT, the Service Provider will issue an invoice at the beginning of each month for the actual consumption of the previous month (M-1). The Service Provider may integrate a filter on the technical accounts to detect any SMS considered as spam/phishing. These SMS are blocked at the level of the Service Provider and are invoiced to the Client according to the rate confirmed with the Client. The USA, Canada, China and South Korea are not open as standard (ask your account manager). As soon as a Client is open to international business and if the agreed or recorded sales price is less than +30% of the purchase tariff, the Service Provider reserves the right to automatically increase the Client's tariff on the network or country concerned in accordance with the above-mentioned calculation formula. Once a destination is opened and traffic is observed on an operator of this destination not identified in the Quote, the selling tariff applied will correspond to the highest selling tariff of the country concerned. In the event that the Client sends us invalid numbers, the tariff applied will be 0.08 euros per message. By default, if a client sends a message to a country other than those indicated and ordered in its Quote, the routing will be done automatically and it will be invoiced according to the formula indicated above (+30% of the purchase price), unless the client expressly requests not to broadcast a message to this country.