

GENERAL TERMS APPLICABLE TO PAYMENTS

Article 1: Identification

The ALLOPASS company (SAS with capital of €771,867.00, head office 15-17 rue Vivienne 75002 Paris, Paris RTC 390 334 225) has been designated by the merchant in order to receive your payment.

Prior to carrying out your transaction, we suggest that you consult and take note of the merchant's identification information as provided on the latter's Internet site.

Article 2: Commitment

By performing a payment via the ALLOPASS solution, you hereby undertake to unconditionally accept and comply with the present General Terms applicable to Payments. In case of refusal, we ask that you not carry out your payment using the ALLOPASS solution.

Prior to carrying out your transaction, we suggest that you verify the type of content that you wish to acquire. Please make sure that you have not made a selection error.

We also remind you that the content that you are about to acquire is subject to the merchant's general terms of sale. You can consult these terms on your Merchant's Internet site. You are responsible for retaining a copy of them.

Article 3: Description of the means of payment and applicable pricing

You can carry out your payment using some of the means of payment mentioned on the Merchant website among the following:

- i) Audiotel payments (Call to a premium-rate telephone number);
- ii) Premium-rate SMS payment (premium SMS);
- iii) Payments using Internet+ technology (Internet Service Provider debit);
- iv) Payments using the Micro Payment Mobile & Enablers technology (operator debit);
- v) Bank debit/credit card payments (Bank Cards);
- vi) Payments by prepaid cards or electronic wallet.

Select your preferred means of payment, and follow the instructions that are provided to you.

For payments by Audiotel, SMS, bank debit/credit card, prepaid cards or electronic wallet, a transaction identification code will be provided to you. This transaction identification code must be entered in the space reserved for this purpose in order for you to be able to access the content. We ask that you keep this identification code for use in the event of a complaint.

You can make a Onetime payment and/or a subscription payment.

We remind you that fraud and attempted fraud through the use of a transaction identification code are prohibited.

Article 4: Payment information

For payments by Audiotel, premium-rate SMS and Micro Payment Mobile & Enablers, the statement for the completed transaction will be included in your telecommunication operator's invoice.

For payments made using the Internet+ technology, the statement for the completed transaction will be included in your Internet Service Provider's invoice. You can also obtain your payments details by clicking there [Suivi conso Internet+](#) (Provided by Orange).

For payments using bank debit/credit cards, the statement for the completed transaction will be included in your bank statement.

For payments using Prepaid Cards or Electronic Wallet, the statement for the completed transaction will be included in your service provider's statement.

We suggest that you always check your statements for the amount of the completed transactions, and that you keep this statement.

Security information relative to transactions carried out using bank debit/credit cards: As part of the safeguarding of payments, we hereby inform you that the data on transactions carried out using bank debit/credit cards will be sent i) to the HPME company (electronic wallet establishment approved by the CBFA), or ii) to the Ogone company (PCI DSS certified by the VISA and MASTERCARD companies).

Article 5: Assistance and Disputes

If you find that a payment operation has been made in error or incorrectly, you must immediately dispute it to your payment service provider (Your telecommunications operator: for payment by Audiotel, premium-rate SMS and Micro Payment Mobile & Enablers; Your Internet Service Provider: for payments by Internet+; Your bank: for payments made by bank debit/credit card; Your service provider: for payments using Prepaid Cards or Electronic wallet). Where applicable, the latter will then contact ALLOPASS so as to put the situation in order and obtain the return of the funds, if necessary.

We remind you that the payment instruction that you give at the time of a transaction falls under the responsibility of your “payer” payment service provider (Telecommunications operator, bank, Internet service provider, etc.).

In case of any difficulty involving a payment, the ALLOPASS assistance service is available:

- 24 hours / day via e-mail, at: contact@allopas.com
- by telephone, from 9:30 AM to 6:30 PM, Monday to Friday, to callers from across Europe: +33 173 038 955

Should you ascertain any unlawful activity or content, fraud or swindle: Contact ALLOPASS assistance.

For any complaints relative to the content marketed by the merchant, we ask you to directly contact the merchant's customer service.

Please note that any abusive or fraudulent dispute of payment operation will be subject to prosecution.

Article 6: Liability

We remind you that the ALLOPASS company cannot be held liable for the content marketed by the merchant, and that it provides no exchange or after-sales service for this content. The merchant bears sole liability for its marketed content. Any complaint must be directly submitted to the merchant.

Article 7: Security information

ALLOPASS is bound by an obligation of best intents and strives to maintain the optimal quality of its payment services, by implementing the systems needed in order to comply with trade practices.

However, given the risks inherent to the digital environment and to transactions carried out over networks, we suggest that you follow the recommendations listed below:

Be vigilant when carrying out a transaction

- If you use a computer, always make sure that it has been correctly secured;
- Protect your cell phone by means of a password;
- Never entrust or communicate your means of payments to third parties or to minors;
- If you use a bank debit/credit card, never give out its number, particularly via messaging systems or over the telephone;
- Check the URLs of Internet sites on which you wish to carry out a payment;
- Comply with the usage terms for the means of payment provided to you by your payment institution(s).

Article 8: Anti-fraud and money laundering measures

In case of fraud, attempted fraud or money laundering, you can face significant criminal penalties (Money laundering is punishable by five years of imprisonment and a fine of €375,000, Article L324-1 of the Criminal code, fraud is punishable by five years of imprisonment and a fine of €375,000, Article L313-1 of the Criminal code). The ALLOPASS company will provide the judicial (or administrative) authorities with any information in its possession with regard to any attempted fraud or money laundering.

By accepting the present General Terms applicable to Payments, you have taken note of the penalties listed above and declare that the payment carried out by you is not intended to serve as any money laundering operation and/or any fraudulent transaction.

We further remind you that the fact of deliberately generating a payment without sufficient funds constitutes fraud, which is subject to criminal penalties.

By accepting the present General Terms applicable to Payments, you undertake to provide ALLOPASS with all information relative to any fraud, swindle or attempted money laundering of which you may learn.

Article 9: Personal data

ALLOPASS collects and processes some of your personal data in order to guarantee the security and traceability of the completed transactions. These data are retained by ALLOPASS, in France, for a period of 5 (five) years.

In compliance with law n°78-17 of 6 January 1978 (in its current version), you have the right to access, rectify and delete personal data that you have provided to ALLOPASS (Within the limits of the regulations relative to the mandatory retention of certain financial data by payment institutions). Allopas certifies that it has declared all such processing of personal data to the French data protection agency (Commission Nationale de l'Informatique and des Libertés, CNIL).

- Data collected for Audiotel payments: Telephone number;
- Data collected for SMS / MPME payments: User alias;
- Data collected for payments using bank debit/credit cards (Bank Cards)*: IP address, e-mail address;
- Data collected for payments by Internet+, prepaid cards or electronic wallet: IP address, e-mail address.

The aforesaid data are associated with the data on completed transactions, and retained by ALLOPASS. You can exercise your access right by writing to the address: privacy@allopas.com.

**For payments made using bank debit/credit cards (Bank Cards), your card number as well as the information relative to the completed transaction are directly sent to our banking partners (cf. Article 4).*

As part of its efforts to combat fraud and money laundering, ALLOPASS will provide all data required by a judicial (or administrative) authority.

Article 10: Intellectual Property

The ALLOPASS website, services and payment platform, together with all content, texts, databases, graphics, software, applications, scripts, API, visual and audiovisual elements of which they are composed,

are the exclusive property of the ALLOPASS company and are protected by intellectual property rights.

Pursuant to the present General Terms applicable to Payments, ALLOPASS only grants you a non-exclusive, unassignable and non-transferable right to use the ALLOPASS payment script (or API) for the purposes and duration of the completed transaction, from the country in which you are located. Under no circumstances are you authorised to distribute, free of charge or for consideration, any element making up the ALLOPASS payment script (or API). You further undertake not to disassemble, decompile or in any way seek in any manner to prevent the functioning of the ALLOPASS payment script (or API) or of any element belonging to ALLOPASS.

The ALLOPASS trademark is a registered trademark owned by ALLOPASS. Pursuant to the present General Terms applicable to Payments, you are not granted any licence or authorisation to reproduce the ALLOPASS trademark. We remind you that any reproduction of the ALLOPASS trademark is forbidden without the prior written authorisation of ALLOPASS.