

## General Terms of Sale

SMSFactor.com and SMSFactor.net are the websites published by INFORMOTIV SARL corporation registered at RCS NICE under the number 520 158 783 00016, whose head office is located at 61-63 Avenue Simone Veil 06200 NICE. Intra-communal VAT reference number: FR16520158783 The general present terms and conditions are ratified by the INFORMOTIV Corporation, under the name of SMSFactor.com and the client, hereafter named the User.

### Abbreviations:

SMS: Short Message Service

IAP: Internet Access Provider

### Request and delivery of messages:

The validation of the request takes effect immediately. It is specified that messages can only be sent to the mobile number indicated by the user at the moment of sending if the owner of the recipient number respects the conditions of reception provided by the service operator or by their mobile phone company, and provided that it is switched on. More specifically, in order that the recipient receives the message, it is imperative that their inbox does not exceed its limit and that the recipient is located within the coverage zone. In the event of reception failure, SMSFactor.com will not be held responsible if these conditions are not adhered to. It is the recipient's duty to check the content of the message upon reception.

The delivery of messages sent to the operator's SMS centre of the client's mobile is instantaneous according to the conditions and the allotted time assigned by the operator from their SMS sending centre to the client's mobile, which should be in the coverage zone and in reception mode. SMSFactor.com pledges to make every effort to ensure that the service is available from its website 7 days a week, 24 hours a day, subject to incidental failure or interventions, requisite to maintaining a functional service, and in the hypothetical scenario of an unforeseen accident or an event beyond the control of SMSFactor.com

The SMS sending service is used to send messages to mobile networks that are not controlled by SMSFactor.com. Consequently, SMSFactor.com cannot, in any circumstance, guarantee the delivery time. SMSFactor.com is entitled to adjust the general present terms and conditions of use and suspend or alter its SMS sending service at any moment, and is not subject to advance warning, nor to providing compensation of any variety.

The requests submitted by the user binds them according to the validation of the request form on the website. The SMS sending request is implemented from the moment that the command is validated, the user's attention is drawn to the fact that he is not entitled to the right to rescind.

#### The liability of the user:

The user is obliged to use the service in accordance with the general terms and conditions. The user is solely accountable and they alone assume responsibility as the owner of the recipient mobile number and, more specifically, for the consent of those that receive the requested contents, which is the subject matter hereof, the responsibility of which SMSFactor.com cannot be held liable.

The user is explicitly responsible and pledges to SMSFactor.com:

- not to send any message to a recipient that might incur damage, ensuing in the suspension of their messages.
- not to harass in any way or mislead the recipient of the SMS, to respect the private life of others.

SPAM is strictly prohibited by French operators. In the case that a complaint is received by the operators, SMSFactor.com can demand to obtain proof, within 48 hours, from the user that the recipient of the message agreed to receive the direct mail. In the event that the user is unable to provide such proof, he or she could be liable to a 1000€ fine for every SMS considered as SPAM.

The user is solely responsible for the sending of the message to the mobile number indicated at the moment of sending as well as for the content of messages sent, the responsibility of SMSFactor.com will not be held accountable.

#### Data protection:

SMSFactor.com pledges never to divulge your data to third parties, nor to use your mailing list for personal gains. SMSFactor.com offers you a secure interface HTTPS, your data is protected according to the technology code SSL 256 bits (Secure Socket Layer).

### Intellectual property:

Any duplication, total or partial, of the site without prior and explicit authorisation from the INFORMOTIV Corporation is prohibited. Any representation or duplication of the site or of some of its contents, in any form, constitutes an act of infringement sanctioned by the clause L.335-2 and following the intellectual property code, without admission of liability of the sanctions set forth in the case of violation of the law n°78-17 of 6 January 1978, concerning information technology, data and individual liberties.

Expiry dates of the Packages: The packages are not issued with a set expiry date nor is the client restricted to any time constraints. SMSFactor.com is authorised to suspend any account that has been inactive for a period of 12 consecutive months with 15 days advance warning and, in this case, the messages will be lost definitively, without the client being entitled to any compensation.

### Personal data:

In accordance with French law on data-processing and individual liberties of 6 January 1978, the present website is subject to a declaration with the National Commission for Data protection and Liberties (CNIL-France). The User is entitled to the right to access, rectify or suppress any personal data concerning them. The User can exercise his right in the following ways: By post: SARL INFOMOTIV - SMSFactor 61-63 Avenue Simone Veil 06200 NICE / France Online: [www.smsfactor.com](http://www.smsfactor.com) (under "Contact") In any event, the User should clearly state their surname, forename, address and, if need be, their identification number.

### Applicable law:

The contract is stipulated in French. The present general terms and conditions and all the situations which arise from them are subject to French law. In the event that a dispute arises from the present contractual relationship, the parties pledge to come to a private agreement before resorting to any legal action. The parties agree that any litigation arising from the present contract comes within the exclusive competence of the jurisdictions of NICE (FRANCE).