Terms and Conditions of Sale and Use

As of 27 February 2026

CAUTION : This English translation of the Terms and Conditions is for information purposes only. The French version of the Terms and Conditions shall prevail in all legal proceedings.

CALADE TECHNOLOGIES provides professional customers with mobile messaging communication services via the 'smsmode©' platform under the conditions set out below.

YOU ACKNOWLEDGE THAT THESE TERMS AND CONDITIONS ARE ENFORCEABLE AND THAT YOU ACCEPT THEM. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU ARE NOT AUTHORISED TO USE THE SMSMODE SERVICES.

1. Definitions

- ✅ **Client:** any natural or legal person ordering the right to use the Services for professional purposes and committing to these Terms and Conditions, including natural person users who use the Services in the name and on behalf of the Client.

- ✅ **Order:** any order for the right to use the Services by the Customer, accepted by smsmode©, appearing on an order form or in the Customer's personal space on the Platform. The order may be placed online on the Platform or directly with smsmode© by email, paper or electronic signature tool, as applicable.

- ✅ **Terms and Conditions or Contract:** these terms and conditions of sale and use of the Services and any document appended to or referred to in these Terms and Conditions, in particular the Order and the applicable Special Conditions.

- ✅ **Special Conditions:** the special conditions applicable depending on the Services ordered and as appended to these Terms and Conditions.

- ✅ **Recipients:** persons to whom the Customer sends a Message in connection with the use of the Services.

- ✅ **Data:** data or information used or created by the Customer in connection with the use of the Services, including Personal Data.

- ✅ **Personal Data:** personal data that directly or indirectly identifies a natural person within the meaning of the applicable regulations.

- ✅ **Messages:** electronic messages or communications, including SMS/TTS/RCS/Time2chat, that may be sent by the Customer through the Services provided by smsmode©, as described in the applicable Special Conditions.

- ✅ **Platform:** platform accessible via the address www.smsmode.com.

- ✅ **Services:** services for the provision of the Platform and services for sending Messages provided by smsmode© to the Customer as described in these General Terms and Conditions and in the applicable Special Terms and Conditions.

- ✅ **smsmode©:** Calade Technologies, a limited liability company with its registered office at 4 Rue DUVERGER, 13002 Marseille, registered with the Marseille Trade and Companies Register under number 478 715 766, represented by Ludovic POGNON.

Terms and Conditions of Sale and Use
As of 27 February 2026

2. Purpose and application of the Terms and Conditions

Unless otherwise expressly agreed in writing by smsmode©, the purpose of these Terms and Conditions is to define the terms and conditions of use of the Services by the Customer.

Use of the Services is subject to acceptance of and compliance with these Terms and Conditions (including any applicable Special Conditions).

Acceptance of the Order and the General Terms and Conditions (including any applicable Special Terms and Conditions) by one of its employees or associates is deemed to have been made in the name and on behalf of the Customer by a duly authorised person.

3. Description of Services

The Services enable the Customer to send Messages (SMS/TTS/Time2chat/RCS) to the mobile phone of the contact of their choice, the Recipient(s), either immediately or at a later time, individually or in bulk.

✅ **Sending Messages and Platform Features**

Depending on the type of SMS/TTS/Time2chat/RCS used and the Customer's wishes, the sender can be personalised according to the destinations and a report on the receipt of the SMS/TTS/Time2chat/RCS sent can be obtained.

The Platform also provides an address book system for managing contact lists (Recipients), which can be used when scheduling messages, a blacklist for storing the numbers of Recipients who do not wish to receive Messages from the Customer, and a system for managing sub-accounts of the Customer's main account.

The Platform includes a blacklist management tool (opt-out). If the Customer chooses to manage these lists themselves, they assume full responsibility for their management and storage, as well as for compliance with the regulations in force. The Customer must inform smsmode© of this decision in writing.

Duplicate numbers can be processed on the basis of the address book. In addition, any duplicates are systematically identified when a Message is sent in order to ensure that only one Message is sent per Recipient.

Messages will be considered sent to the Recipient's mobile phone when they are transmitted to the mobile operator. smsmode© does not guarantee delivery by the mobile operator.

Each Message submitted for sending is valid for 24 hours from the date of sending. At the end of this period, if the Message has not been deemed to have been received, it will be considered undeliverable and no further delivery attempts will be made.

The description of the Services subscribed to by the Customer is specified in the Special Conditions applicable to the Services used in addition to these provisions.

Terms and Conditions of Sale and Use

As of 27 February 2026

✅ Prerequisites

In order to use the Services, the Customer must:
• Have Internet access (broadband Internet access is recommended);
• Have ordered the Services concerned;
• Comply with any other prerequisites specified in the Special Conditions or communicated by smsmode©.

In general, all technical resources and telecommunications costs required to access and use the Services are the sole responsibility of the Customer. The Customer must have the necessary equipment and means of telecommunication to use them. Unless otherwise specified in writing, the Services do not include installation, configuration, adaptation, customisation or tailoring of the Services to the Customer's specific needs, nor do they include training services.

✅ Creating an account and login details

The Customer accesses the Services via the Platform by creating an account with unique login details. The Customer shall not disclose these login details, which are strictly personal.

The Customer is solely responsible for the use of these login details by third parties and, as such, indemnifies smsmode© against any claim and/or action based on the use, whether fraudulent or not, of these login details. To prevent fraudulent use of the login details, the Customer undertakes to choose a password that provides a high level of security in accordance with current standards and recommendations.

The Customer undertakes to provide all the information requested when creating the account. This information must be accurate and up to date. The Customer undertakes to modify their account information in the event of any changes.

smsmode© reserves the right to ask the Customer for supporting documents and to suspend the creation of or access to the account if the Customer fails to respond to such a request.

✅ Support

For non-subscriber Customers, the Services include access to smsmode© email support, subject to reasonable requests and limited to 5 tickets per month.

For subscribing Customers, the Services include access to email and telephone support during smsmode©'s business hours (Monday to Friday from 9 a.m. to 12 p.m. and from 2 p.m. to 5 p.m., excluding public holidays), subject to reasonable requests and a limit of 30 tickets per month.

✅ Evolution

smsmode© reserves the right to develop the Services, in particular by making new features available, or by modifying or removing certain features, or by changing the applicable rates after informing the Customer. smsmode© will provide the Customer with a summary description of any major developments one month in advance.

Any other service that may be provided to the Customer must be the subject of a specific written agreement.

Terms and Conditions of Sale and Use

As of 27 February 2026

The use of the Services is not accompanied by any warranty other than those expressly granted herein.

4. Financial terms and conditions

In order to use the Services, the Customer must have credited their account by purchasing credits in advance for non-subscribing Customers, or have taken out a subscription for subscribing Customers.

✅ **Taking out a subscription**

The Customer takes out a subscription under the conditions set out in the Order, which specifies in particular the price of the subscription and the rate applicable to the sending of Messages.

The flat fee applicable for subscribing to the subscription is payable regardless of whether or not the Customer has used the Services during the month in question.

When subscribing to a subscription, the Customer undertakes to pay the amount due to smsmode© for the subscription and the Messages consumed during the past period, as stated in the invoice issued by smsmode©

✅ **Purchase and use of credits (non-subscribing Customers)**

The Customer must purchase credits from smsmode© before using the Services, which entitle them to access the Services and send a specified number of Messages (SMS/TTS/), hereinafter referred to as 'Credits').

Details of the current rates are available on the Website. The Customer undertakes to pay the amount due to smsmode© when ordering Credits, by credit card, bank transfer, cheque or direct debit.

Credits are valid and usable only after smsmode© has actually received payment.

All purchases of Credits are final and the Customer may not under any circumstances

Credits are valid for 12 months from the date of the Order. If they are not used within this period, they will be lost and the Customer will not be entitled to any refund for unused Credits.

Credits entitle the Customer to a specific number of Messages based on the current price of Messages. Changes in the price of mailings or Messages may affect the number of Messages associated with the number of Credits purchased if the price of Messages increases or decreases during the period of validity of the Credits.

✅ **Pricing and consumption of messages**

smsmode© offers standard rates per destination by default.

However, if the Customer sends a disproportionate volume of traffic to a single operator in a given country, i.e. when the recipients of a bulk mailing do not represent the usual distribution of numbers among local operators, smsmode© reserves the right to suspend the sending of Messages and/or to readjust the rates for that destination.

Terms and Conditions of Sale and Use

As of 27 February 2026

All Messages submitted on the Platform for sending are considered consumed and billed, including those sent to invalid telephone numbers or detected as incorrect or invalid after submission. Messages are considered submitted as soon as they are transmitted on the Platform for sending, regardless of the final status of the Message (delivered, undelivered, incorrect number).

✅ Invoicing and payment

Services are invoiced either upon purchase of Credits (cash payment upon invoicing) or monthly for subscriptions. The payment deadline for subscriptions is indicated in the Order or in the contract. If no specific deadline is indicated, payment must be made in cash upon invoicing.

Any dispute regarding an invoice must be made in writing and justified within 15 days of receipt of the invoice. Otherwise, the invoice will be deemed to have been accepted by the Customer.

Any delay in payment beyond the agreed due date will result in the application of penalties equal to an annual rate of 15% and compensation for recovery costs of a minimum lump sum of 40 euros, without the need for prior formal notice, and without this clause preventing any action taken to recover the debt. All costs incurred as a result of this default shall be or remain the responsibility of the defaulting debtor.

Furthermore, in the event of late payment, smsmode© may suspend the Services immediately or terminate the Contract.

5. Term and termination of the Contract

The Contract is concluded when the account is created, for an indefinite period.

✅ In the event of a subscription:

The subscription is valid for a period of one year from the date of subscription. At the end of this period, the subscription will be tacitly renewed for a period equal to that of the initial subscription, unless terminated.

Either party may unilaterally terminate the subscription, without giving any reason, by registered letter with acknowledgement of receipt at least one month before the end of the current period. The termination will take effect on the date of expiry of the subscription.

The Customer may, at any time during the term of the subscription, request to change the type of subscription, in particular to access other Services made available by smsmode©. The change of subscription shall be made by registered letter with acknowledgement of receipt addressed to smsmode© at least one month before the effective date of the change and subject to the agreement of smsmode©.

In the event of termination of the subscription, the Contract shall continue in accordance with the provisions applicable to non-subscribing Customers, unless a new subscription is taken out.

✅ Non-subscriber customers:

Either party may unilaterally terminate the Contract without justification by registered letter with acknowledgement of receipt, giving one month's notice.

Terms and Conditions of Sale and Use

As of 27 February 2026

✅ **Early termination:**

In the event that one party breaches the provisions of the General Terms and Conditions and/or the Special Terms and Conditions, the complaining party may terminate the contract automatically, as of right and without any formalities, 30 (thirty) days after formal notice by registered letter with acknowledgement of receipt has remained without effect or, where applicable, immediately if the breach in question cannot be remedied.

✅ **Inactivity:**

In the event of inactivity for a period of 24 consecutive months, the account may be deleted (and the Contract terminated) after informing the Customer with 15 days' notice.

✅ **Suspension:**

smsmode© reserves the right to suspend, as of right, the Customer's right to access the Services, without notice or compensation, in the following cases:

• A breach by the Customer (or one of the users) of these General Terms and Conditions;
• Any illegal act or attempted illegal act caused by or originating from the Customer's account;
• The information concerning the Customer as provided by the Customer during registration does not correspond to reality or the Customer refuses to provide the supporting documents reasonably requested by smsmode©;
• Non-payment of all or part of the sums owed by the Customer to smsmode© after the due date;
• Pursuant to an injunction or legal or regulatory provision applicable to smsmode© or one of its suppliers;
• Where necessary for maintenance or security purposes (in which case smsmode© will endeavour, where possible, to notify the Customer and limit the duration);
• In the event of suspension of the provision of Services by smsmode©'s supplier(s), not due to smsmode©.

In general, the Contract may be suspended or terminated (for any reason whatsoever) in its entirety or only for a type of Service at the discretion of the party terminating the Contract.

The termination of the Contract, regardless of the reason, whether early or at the end of the term, shall result in the termination of the right to use the Services affected by the termination and, in the event of termination for all Services, the removal of the Customer's right to access the Services and the deletion of their account. Without prejudice to the provisions set out in the Appendix relating to the processing of Personal Data, the Customer shall be personally responsible for recovering the Data, it being specified that the deletion of such Data shall occur automatically 3 months after the termination of the Contract, unless otherwise required by law.

6. Customer Obligations

The Services are intended for professional use.

The Customer must be of legal age and be able to provide proof of their professional activity upon request by smsmode©.

Terms and Conditions of Sale and Use

As of 27 February 2026

✔ Compliance with the use of the Services

When using the Services, the Customer undertakes to comply with all applicable national and international laws and regulations, and in particular (without limitation) not to use them to display, send or transmit any content:

• Violent in nature or likely to undermine respect for and dignity of human beings, equality between men and women, and the protection of children and adolescents, in particular through the production, transport and dissemination of messages of a violent or pornographic nature or likely to undermine human dignity;

• Encourages the commission of crimes and offences;

• Incites the consumption of prohibited substances;

• Provokes or may provoke discrimination, hatred or violence on the grounds of race, ethnicity or nationality;

• That is illegal, harmful, threatening, abusive, constituting harassment, defamatory, insulting, vulgar, obscene, threatening to the privacy of others or likely to offend the sensibilities of certain persons;

• That is misleading by usurping the name or corporate name of other persons;

• That infringes the rights of third parties, including, but not limited to, any manufacturing secret, professional secret, confidential information, trademark, patent and, in general, any industrial or intellectual property right or any other right relating to protected information or content;

• Including, but not limited to, computer viruses or any other code or programme designed to interrupt, destroy or limit the functionality of any software, computer or telecommunications equipment, or constituting spam.

In general, the Customer undertakes to comply with the applicable General Terms and Conditions and Special Terms and Conditions, as well as the specific obligations communicated by smsmode© on the platform, not to infringe in any way on any third-party rights, not to use or distribute content prohibited by law, and not to hinder or disrupt the operation of the Services.

The Customer acknowledges and accepts that they are the owner of and responsible for the Data and content created, stored or distributed in connection with the use of the Services, to the exclusion of any liability on the part of smsmode© or its suppliers.

The Client also undertakes to comply with the recommendations of the French Advertising Regulatory Authority (ARPP) regarding the rules governing advertising campaigns. In particular, the Client must (without this list being exhaustive) provide clear and unambiguous, legible and/or audible information enabling the identification of the advertisement and the identification of the advertiser.

The Customer is informed that telecommunications operators may block messages that do not comply with the rules defined by the ARPP and/or when fraudulent messages (identity theft, phishing, smishing and others) are detected. smsmode© cannot be held responsible for such blockages that telephone operators may implement without prior consultation with smsmode© or the Customer.

Terms and Conditions of Sale and Use

As of 27 February 2026

The Customer also undertakes to comply with the applicable recommendations on personal data of the French Data Protection Authority (CNIL) and the European Data Protection Board (EDPB). In particular, the Customer undertakes to use the Services only in relation to Personal Data concerning Recipients that it is authorised to process, in compliance with the regulations in force, in particular concerning Personal Data, the collection of telephone numbers and the prospecting or sending of Messages and, where applicable, with the consent of the Recipient.

He/she also undertakes to use mandatory devices enabling the Recipient to object to receiving marketing messages or, where applicable, to the processing of their Personal Data. In particular, the Customer is informed that STOP SMS or a short link in certain countries is a tool that allows Recipients of marketing messages sent by the Customer to unsubscribe from the mailing list. Its use is mandatory for all prospecting, commercial or promotional campaigns in accordance with the Consumer Code and the Postal and Electronic Communications Code. The Customer must remove Recipients from the mailing list if they object to receiving Messages or to the processing of their data.

In some countries, a confirmation message is mandatory for marketing messages. It is sent automatically from the account used to send the marketing message, at the Customer's expense.

The Customer undertakes to comply with the obligations concerning the sender known as OADC or SenderID and, more generally, the charter applicable to Business Messaging services of the AF2M Ethics Commission dedicated to Business Messaging (BM) services.

In particular, in France, the SenderID is limited to 11 alphanumeric characters without special characters or numbers alone (excluding short numbers) and Messages may be blocked if the SenderID does not comply.

An evolving list established by the AF2M may prohibit or restrict certain SenderIDs called:
• **ISA** (Prohibited Unless Authorised) (requiring signed authorisation from the brand).
• **SI** (Strictement interdit).

Sending a message with a non-compliant sender ID may result in a fine from operators, which will be passed on in full to the Customer.

Some countries require prior registration, prohibit the modification of short codes or only authorise long numbers.

smsmode© reserves the right to overwrite or adapt the Sender ID in accordance with the legal requirements in each country, without being held liable for the use of a non-compliant Sender ID by the Customer.

If the Customer becomes aware of a probable or proven violation of this article or the applicable Special Conditions, the Customer undertakes to inform smsmode© in writing. Similarly, the Customer undertakes to inform smsmode© in writing of any request or communication from the competent authorities directly or indirectly concerning the provision or use of the Services by sending a copy of said request or communication and/or all information concerning it.

✅ Combating fraud: smishing

When using the services provided by smsmode©, the Customer acknowledges and accepts that smsmode© may automatically check the SenderIDs and URLs used in Messages sent via the Platform in order to prevent and combat any smishing or other fraudulent activity, in accordance with French and European regulations on electronic communications security. In the event of suspected fraud, smsmode© may suspend or block the sending of the Messages concerned, without this giving rise

Terms and Conditions of Sale and Use

As of 27 February 2026

to any right to compensation for the Customer. Any attempt to circumvent these measures may result in the immediate termination of the Contract in accordance with the General Terms and Conditions.

✅ **Use of Services and Restrictions**

The Customer undertakes to use the Services solely for their own purposes and, in particular, not to resell all or part of the Services, either alone or with other services, for the benefit of third parties, unless expressly agreed by smsmode©.

✅ **Indemnity**

The Customer undertakes to indemnify smsmode© and its suppliers against any direct or indirect damage, loss, conviction or payment resulting from any claim or action brought against it, or any complaint filed against it by a third party, due to the Customer's use of the Services, or under the control of their username, in conditions that do not comply with the General Terms and Conditions, the applicable Special Terms and Conditions or the applicable regulations. This guarantee covers any sum that smsmode© (or its suppliers) may be required to pay for any reason whatsoever, including legal fees and court costs.

In particular, any fine, penalty, debit or sanction imposed by an operator, a Supplier, or an authority due to a violation of the rules related to smishing, the general terms and conditions of the operator or Supplier, or more generally a legal or regulatory provision by the Customer shall be passed on in full to the Customer, without prejudice to any damages that smsmode© may claim.

7. Obligations of smsmode©

smsmode© undertakes to make available and provide the Services in accordance with the French and European legal and regulatory provisions in force and the customs and rules of the IT services profession.

In particular, smsmode© undertakes to:

✅ Comply with the legal obligations specific to the confidentiality of correspondence sent by telecommunication, the violation of which is punishable under the provisions of Articles L.226-15 and 432-9 of the Penal Code, subject in particular to the provisions of Law No. 91-646 of 10 July 1991;

✅ Ensuring the security, confidentiality and integrity of Messages and Personal Data concerning Recipients communicated by the Customer under the conditions detailed in the 'Personal Data' Appendix and, where applicable, the applicable Special Conditions;

✅ Provide the Services and make them accessible 24 hours a day, 7 days a week, except in the event of an interruption, whether scheduled or unscheduled, for security or maintenance purposes or in cases of force majeure.

The Customer declares that they have read and understood the specific characteristics and delivery times of the various Services offered by smsmode©.

Terms and Conditions of Sale and Use

As of 27 February 2026

8. Personal Data

The provisions applicable to the processing of Recipients' Personal Data by the Customer (data controller) and by smsmode© (data processor) are set out in the 'Personal Data' Appendix at the end of these Terms and Conditions.

The provisions applicable to the processing of Personal Data provided by the Customer by smsmode© (data controller) for the performance of these General Terms and Conditions are set out in smsmode©'s privacy policy available on the Website.

9. Confidentiality

In addition to the provisions applicable to Personal Data, the parties undertake to keep confidential and not to use for their own purposes any information of a confidential nature, including, but not limited to, any trade secrets, proprietary information, commercial and financial details and any other information of commercial value (hereinafter 'Confidential Information').

This clause shall not apply to Confidential Information which the receiving party can demonstrate is in the public domain or was already known to it at the time of disclosure, subsequently enters the public domain other than through a breach of this clause, or is lawfully in the possession of the receiving party from a third party.

If an authority or court requests Confidential Information, the parties shall contact and cooperate with each other to minimise the potential negative effects of such disclosure.

The Customer acknowledges that if an authority or court requests smsmode© or one of its suppliers to disclose information relating to the Customer or the use of the Service, smsmode© or the supplier will be required to comply and provide such information. As such, the Customer undertakes to provide any authorised authority making the request, or to smsmode© at the request of said authority, with the information or documents relating to the Messages requested in order to conduct an investigation.

The receiving party shall return to the disclosing party all Confidential Information that the receiving party holds in any form upon termination or expiry of the Contract.

The terms of this clause shall survive the expiry or early termination of the Contract, as long as the Confidential Information has not fallen into the public domain.

10. Intellectual property

In general, intellectual property rights to all software, information, technology or data of any kind provided by either party under the Contract remain the property of that party.

The Customer acknowledges that copyright and other rights relating in particular to intellectual and industrial property, patents, trademarks, trade secrets, know-how, ideas, concepts and inventions, any interest, whether or not covered by applicable law, relating to the Solution, including but not limited to any modifications, translations, adaptations, improvements, corrections, updates or new versions, derivative works, compilations, technical know-how, are and remain reserved at all times to smsmode©.

smsmode© grants the Customer the right to access and use the Platform in its executable form for the duration of the Contract. This right of use is personal, limited, temporary, non-transferable and non-exclusive to the Customer and may not be assigned or loaned to other persons. The rights granted in

Terms and Conditions of Sale and Use

As of 27 February 2026

this Contract do not transfer to the Customer or users any rights other than those expressly granted herein.

Any use not provided for herein is prohibited and, in particular but without limitation, the Customer (including users) undertakes not to (or authorise a third party to) (i) use the Platform for purposes other than those provided for in the Contract, (ii) copy, reproduce, alter, adapt, modify in any way, translate in any way, integrate into another product, all or part of the Solution, create derivative works from the Platform, disassemble or reverse engineer, or attempt to discover the source codes (which are strictly confidential), including for the purpose of correcting errors, smsmode© reserving this right exclusively (iii) infringe in any way upon the rights of smsmode© or the security and protection measures of the Platform, (iv) distribute, give or sell sub-licences, broadcast, transfer, rent, lend, lease or otherwise transfer for commercial purposes, even free of charge, all or part of the rights conferred herein, by any means, to anyone, except with the express prior consent of smsmode©.

In accordance with the provisions of Article L122-6-1 IV of the Intellectual Property Code, the Customer is not authorised to perform acts of decompilation in order to make the Platform interoperable with hardware or other software without first informing smsmode© directly and in writing, and as long as the information necessary for interoperability is available or as long as smsmode© makes reasonable efforts to provide it.

This Agreement constitutes a right of access to the Platform for the use of the Services, and the Customer does not have the right to make a single backup copy of it.

In the event that a definitive prohibition on the use of the Platform is imposed, the Parties may terminate the Agreement without further compensation

11. Responsibilities

✓ **Customer Responsibilities:**

The Customer uses the Services under its sole and exclusive responsibility. In particular, the Customer is solely responsible for its use of the Services and the Data it uses or communicates through the Services.

✓ **Responsibilities of smsmode©:**

The parties acknowledge that, due to the complex nature of telecommunications networks and the Services, the latter are likely to experience undetected or unidentified malfunctions. The Contract is concluded between the parties with full knowledge of the possible existence of such malfunctions. smsmode© is therefore only bound by an obligation of means and cannot therefore be held liable unless it is proven that it has not made all its resources available to the Customer in order to provide the Services in accordance with these General Terms and Conditions and the applicable Special Terms and Conditions. Being subject to an obligation of means, smsmode© cannot be held liable for any damage, of any nature whatsoever, resulting from the unavailability of the Services not due to a proven fault on the part of smsmode©.

Under no circumstances shall smsmode© be liable to the Customer for any indirect damages, including but not limited to any loss of earnings, operating losses, profits, data, records or content, any interruption of activity or inability to access it, except in the cases provided for in the applicable General Terms and Conditions and Special Terms and Conditions.

Terms and Conditions of Sale and Use

As of 27 February 2026

The amount of damages for which smsmode© may be held liable, under the conditions set out above, shall be limited to the amount actually paid by the Customer for the provision of the Services concerned during the twelve (12) month period preceding the event giving rise to the damage.

Any complaint regarding the performance, non-performance or poor performance of a Service must be notified in writing by the Customer to smsmode© within a maximum period of one year from the performance of the said Service or from the date of the event that caused the damage.

✅ Force majeure:

Neither party shall be liable for any failure to perform its obligations hereunder if such failure results from an act, fact or event beyond its control, in particular as a result of force majeure, including events recognised as such by case law, and without limitation: strikes, wars, import or export embargoes, lockouts, accidents, fires, blockades, natural disasters, pandemics, disruptions, outages and anomalies affecting transmissions through telecommunications networks, delays, suspensions or interruptions in the service of mobile telephone operators, orders from the Telecommunications Regulatory Authority imposing the total or partial suspension of public GSM radiotelephony, power cuts or any other technical difficulty or malfunction of the Internet network.

✅ Indemnification:

Generally, each party shall indemnify the other party against all claims made by a third party in connection with the provision or use of the Services under this Agreement, provided that the party seeking indemnification (i) promptly notifies the other party of such third-party claim, (ii) grants the other party control over the defence of such claim, (iii) does not enter into any negotiations or settlement without the other party's consent, and (iv) cooperates in all respects with the other party in the defence of the claim.

12. Law, disputes & jurisdiction

The law applicable to the formation, performance, termination and validity of this Contract is French law. In relations with the Customer, only the English version of the Contract shall be binding.

In the event of any difficulty relating to the formation, interpretation, application or termination of the Agreement between the parties, the parties shall attempt to resolve their dispute amicably (except in the event of summary proceedings or emergency).

If no amicable resolution is reached within one month of notification of the dispute by one party to the other, the dispute shall be submitted to the Commercial Court (or Economic Activities Court) of Marseille, which is expressly designated as having jurisdiction, even in the event of multiple defendants or the introduction of third parties, emergency proceedings or protective measures, within one year from the date on which the party bringing the action became aware or should have become aware of the facts giving rise to the action.

Terms and Conditions of Sale and Use

As of 27 February 2026

13. Miscellaneous

If any clause of the Contract proves to be void or unenforceable under any law or regulation or as a result of an enforceable decision by a court or competent authority, the parties expressly agree that the contract shall not be affected by the invalidity of the aforementioned clause.

The fact that one of the parties does not at any time require the other party to strictly comply with any provision or condition of these General Terms and Conditions shall not be deemed to constitute a definitive waiver of that provision or condition. Consequently, either party may at any time require the other party to strictly and fully comply with the Contract.

The Customer grants smsmode© the right to use and reproduce the Customer's name, company name and logo, for reference purposes only, for any distribution or use on the Website or on any commercial medium belonging to smsmode©.

Special Terms and Conditions of Sale and Use of SMS / TTS / Time2chat / RCS Services

As of 27 February 2026

These Special Terms and Conditions apply to the use of the Message sending services (SMS/TTS/Time2Chat/RCS) in addition to the smsmode© General Terms and Conditions of Sale and Use.

1. Purpose and application of the Special Terms and Conditions

The purpose of these Special Terms and Conditions is to define, in addition to the General Terms and Conditions, the terms and conditions of use of the Message Sending Services such as Short Message Service (SMS), Text To Speech (TTS), Time2Chat (T2C) and Rich Communication Services (RCS) provided by smsmode© to the Customer.

2. Special conditions applicable to Time2-Chat (T2C)

✅ **Assignment of an 09 number**

To ensure the proper functioning of the Time2Chat service and enable all replies (MO) to be forwarded, at least one 09 number is assigned to the Customer for the duration of the Services (and may be assigned to a third party after termination). This number serves as a collection point for all incoming messages (MO). It will be declared to the operator, requiring the following information:

• Customer name
• Siret
• Use
• Contact details of the person in charge (surname, first name, telephone number and email address)

✅ **Session and billing**

Time2chat is a service that only works on the four French mobile network operators (Free, Orange, SFR and Bouygues Telecom). The first message sent (MT) is billed at the price of a T2C MT.

Sending a long T2C MT (more than 160 characters) does not trigger a session. It will be billed at the MT rate, based on the number of SMS characters in the long T2C MT.

A Time2Chat session is billed as soon as:
• **The recipient sends their first reply (MO);**
• **A MO initiated by the recipient is received.**

T2C MT messages sent during an open session (after an MO) are not charged.
As long as there is no MO, no session is opened and MT messages are charged at the rate of the first MT.

Each MO message received triggers a Time2Chat session, which is billed.

A Time2Chat session ends at midnight on the day of the first MO that opened the session.

Special Terms and Conditions of Sale and Use of SMS / TTS / Time2chat / RCS Services

As of 27 February 2026

3. Special conditions applicable to Rich Communication Services (RCS) for business

In return for payment of the price and subscription, smsmode© undertakes to make the 'RCS for Business' (or "RBM" for 'RCS Business Messaging') messaging services available to the Customer for use in accordance with the terms set out below, in the context of their commercial or professional activities.

'RCS' (Rich Communication Services) refers to a messaging protocol that provides enhanced messaging services enabling the sending of multimedia messages (interactive conversations with clickable buttons, images, etc.) on compatible devices.

✅ **Providers, availability and registration of an RCS Agent**

Providers & Availability:

RCS messages are sent via an interface between mobile network operators and Google services. It is therefore operated by third parties (operators, technical platforms, in particular Google LLC and its subsidiaries, including Jibe Mobile Inc, hereinafter referred to as 'the Providers') .

The Customer undertakes to comply with the Providers' terms of service, in particular those of Google for RCS messaging services for businesses, available at the following address: https://developers.google.com/business-communications/rcs-business-messaging/support/tos (as updated by Google from time to time).

The Customer acknowledges and agrees that the RCS messaging services provided hereunder depend on the Suppliers and the capabilities of the terminals to ensure technical integration and interoperability with smsmode© systems. The Customer acknowledges that this is beyond the control of smsmode©, which shall not be held liable for technical limitations or interoperability failures.

RCS is available on Android and iOS devices. RCS is only enabled when all participants in the conversation have RCS enabled on their devices.

The Customer agrees that smsmode© may terminate RCS services in the event of termination of the contract with its Suppliers and/or that the Supplier(s) may, at its/their sole discretion, temporarily or permanently block the sending of RCS messages that it/they deem to be contrary to the applicable conditions or suspend an agent.

Registration of an RCS agent:

Use of the RCS service requires the registration of an RCS agent, a device that enables a company to exchange RCS messages with a recipient in a communication thread for marketing or functional purposes.

RCS agents are registered by the Supplier in the RBM console of the technical platform manager (smsmode©) and validated by the operator before being put into service.

The Customer hereby authorises smsmode© to carry out the relevant registration on behalf of the Customer. The Customer must complete any RCS Agent registration process required by

Special Terms and Conditions of Sale and Use of SMS / TTS / Time2chat / RCS Services

As of 27 February 2026

by smsmode© and provide any additional information reasonably necessary. The Customer warrants that the information provided to smsmode© is complete, accurate and that it is authorised to disclose it. The Customer acknowledges that the RCS Agent registration process depends on the Service Providers and their acceptance criteria, which vary from one Service Provider to another. smsmode© cannot be held liable in the event of rejection of an RCS Agent's registration by a Service Provider.

RCS messages can only be sent after validation of the RCS Agent by the Suppliers (including in the event of a change to a validated agent). The Customer acknowledges and accepts that Suppliers may modify the RCS Agent validation procedures at any time.

smsmode© may deactivate or delete the RCS Agent if no messages have been sent during the last six (6) months or if the agent has a poor reputation.

In the event of RCS routing unavailability (or if the message cannot be sent as RCS for any reason), smsmode© reserves the right to reroute the sending and delivery of the RCS Message as an SMS. The rerouting will be adjusted so that the SMS is delivered to the Recipient based on the RCS agent registered with smsmode©.

✅ Billing

The rates for messages sent via RCS are determined by smsmode© according to regional requirements and providers, based on the number and type of RCS messages (including the length and size of the content, including attached media) sent by the customer. Regardless of message sending, smsmode© also charges for 'active' agents.

The calculation is generally made according to the following framework:

1. For RCS Messages received via a non-conversational agent (an agent that does not allow a session to be initiated), Messages will be classified as Basic or Single:

Basic RCS Message: type of RCS Message with a maximum length of 160 UTF-8 characters containing only text, without CTA or media, and available depending on the operator

Single RCS Message: type of RCS Message that may include multimedia elements such as rich content, images, buttons, maps, carousels and longer text, sent.
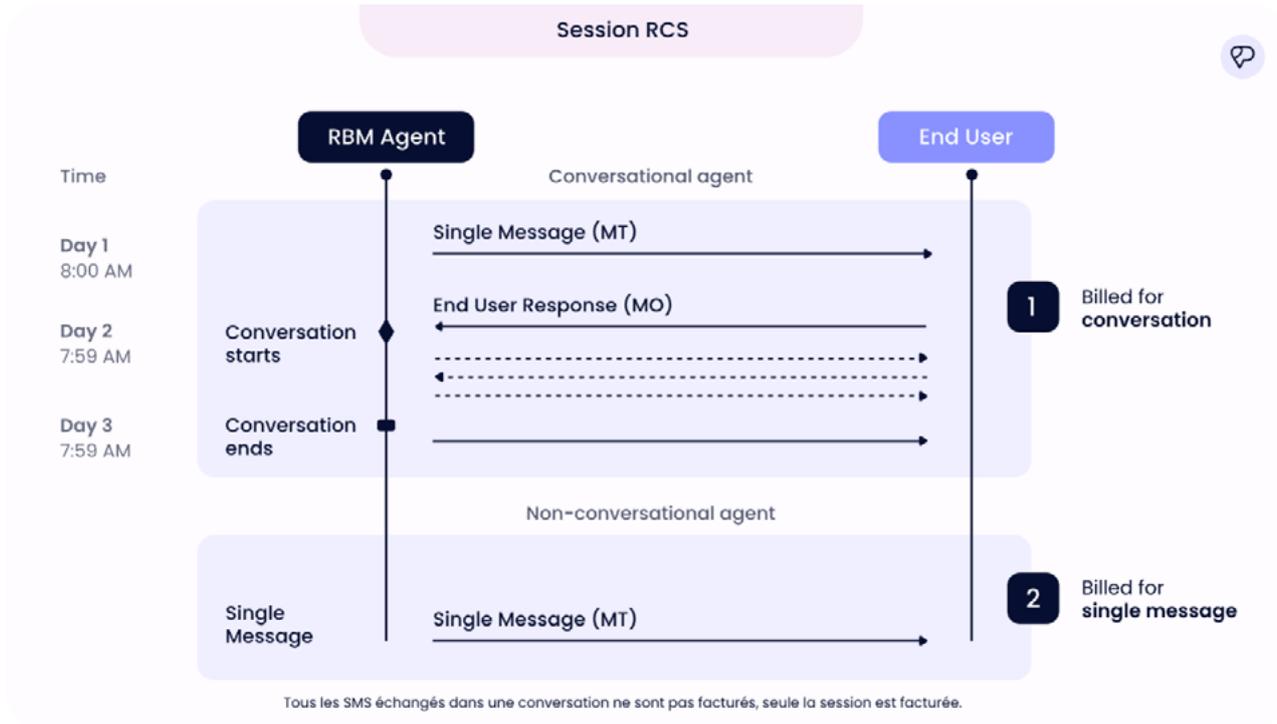
2. RCS Session Messages: type of RCS Message that can include multimedia elements in an unlimited message session for 24 hours, sent through a conversational agent (agent that triggers a session): billing of charges for a conversation consisting of several A2P (Application-to-Person) and P2A (Person-to-Application) messages over a given period from the reply (customer MO):

• Each Message sent to multiple Recipients is counted separately.

• Each Message will be billed at the unit rate specified in the Customer Contract.
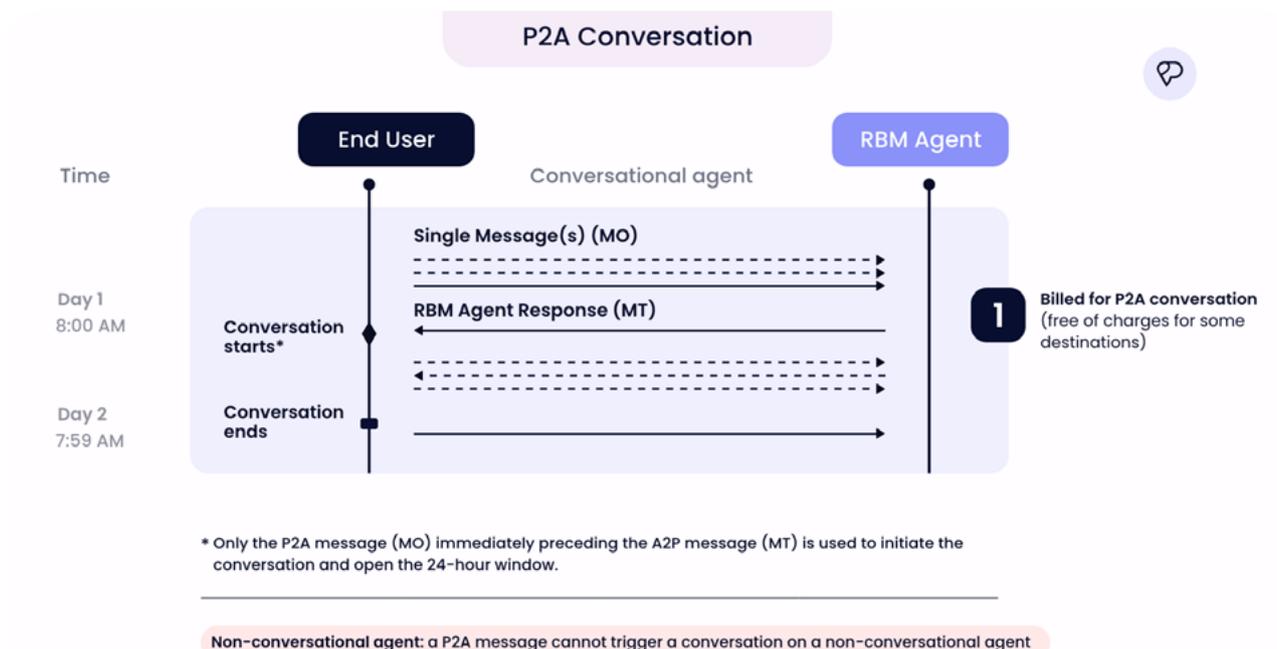
Special Terms and Conditions of Sale and Use of SMS / TTS / Time2chat / RCS Services

As of 27 February 2026

Explanatory diagram of the sessions:

Tous les SMS échangés dans une conversation ne sont pas facturés, seule la session est facturée.

Explanatory diagram of P2A sessions:

* Only the P2A message (MO) immediately preceding the A2P message (MT) is used to initiate the conversation and open the 24-hour window.

Non-conversational agent: a P2A message cannot trigger a conversation on a non-conversational agent

Appendix

Processing of Personal Data by smsmode©
as a data processor

purpose of this appendix is to define the conditions under which smsmode© undertakes to process the Recipients' Personal Data on behalf of the Client in the context of providing the Services.

Within the framework of their contractual relations, the parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable from 25 May 2018 (hereinafter 'GDPR').

smsmode© endeavours to take into account the principles of data protection by design and data protection by default in the development of the Platform.

This appendix applies in addition to and without prejudice to the applicable General Terms and Conditions and Special Terms and Conditions. Words used with a capital letter are defined in the applicable General Terms and Conditions and Special Terms and Conditions.

1. Description of processing

Pursuant to Article 28.3 of the GDPR, the processing of Personal Data in connection with the Customer's use of the Services is described below.

The use of the Services requires the processing of Personal Data concerning the Recipients of Messages, for which the Customer is the data controller and smsmode© is the data processor.

✅ **Types of personal data:**

The Personal Data of Recipients processed by smsmode© on behalf of the Customer is as follows:

• At a minimum, the following are mandatory: the Recipient's mobile phone number and the Message to be sent.

• If applicable, presence on a do-not-call list or on a list provided by the Client.

• Optional, at the Client's discretion: first name, company, telephone number, email address of the Recipient, address, city, country.

• Categories of data subjects: Recipients of Messages (customers, prospects or users of the Client).

✅ **Nature and purposes of processing:**

Collection and management of the contact details of Recipients and Messages determined by the Customer in order to enable the sending of said Messages to Recipients, access and analysis for the purposes of protection against spam and misuse, deletion, transit for sending in accordance with the Customer's instructions.

Appendix

Processing of Personal Data by smsmode©
as a data processor

✅ **Duration of processing:**

The duration of processing is the duration of the Contract concluded between smsmode© and the Client. Regarding the retention period for Message histories, the data will remain in the active database for 6 months. Once this period has elapsed, the data will be archived for 12 months and then permanently deleted. Other data is processed for the duration of the Contract.

2. Obligations of the Customer (data controller)

The Customer undertakes to comply with its obligations under applicable regulations (in particular concerning the protection of Personal Data, the collection of telephone numbers, and prospecting and sending Messages) with regard to Recipients.

The Customer undertakes to ensure the confidentiality of the identifiers used to access the Services and to implement the appropriate technical and organisational security measures for the use of the Services on the hardware, software and elements under its responsibility.

More generally, the Customer's obligations regarding the use of the Services are set out in the applicable General Terms and Conditions.

The Customer undertakes to provide smsmode© with the name and contact details of its Data Protection Officer (DPO) or, failing that, a contact person for questions relating to Personal Data.

3. Obligations of smsmode©

smsmode© acts as a processor within the meaning of the applicable regulations. smsmode© has appointed a Data Protection Officer (DPO) whose address is dpo@smsmode.com.

Pursuant to Article 28.3(a) of the GDPR, smsmode© only processes Personal Data on the documented instructions of the Customer, for the purposes set out in this Appendix. This Appendix and the Customer's actions in connection with the use of the Services constitute the Customer's instructions.

If smsmode© is required to transfer data to a third country or to an international organisation under European Union or French law, smsmode© will inform the Customer, unless prohibited for important reasons of public interest.

In accordance with Article 28.3 b) of the GDPR, smsmode© shall ensure that persons authorised to process the Personal Data of Recipients undertake to respect the confidentiality of such Personal Data and are made aware of the importance of protecting Personal Data.

In accordance with Article 28.3 c) of the GDPR, smsmode© shall make every effort to take all appropriate technical and organisational measures to ensure a level of security appropriate to the processing of Recipients' Personal Data. A description of the security measures is provided by smsmode© upon request (see Article 4 below).

Pursuant to Article 28.3 e) of the GDPR, smsmode© undertakes to cooperate as far as possible with the Customer to respond to any request from a Recipient whose Personal Data is used in connection with the Services, made in accordance with the regulations in force.

Appendix

Processing of Personal Data by smsmode©
as a data processor

As such, the Customer is informed that they may themselves rectify or delete the Personal Data of Recipients on their account on the Platform. smsmode© will forward to the Customer any request from a Recipient that it receives directly.

Pursuant to Articles 28.3 f) and h) of the GDPR, the Customer may request reasonable information or audit reports from smsmode© to help it ensure that smsmode© complies with its obligations. The technical documentation available is accessible on the Platform and upon request.

smsmode© shall use its best efforts to inform the Customer, to the extent possible, if smsmode© becomes aware of an instruction that it believes constitutes a violation of the applicable provisions.

smsmode© shall use its best endeavours to inform the Customer of any breach of a Recipient's Personal Data as soon as possible after becoming aware of it.

Subject to compliance with the confidentiality obligations stipulated in the General Terms and Conditions, the Customer may request an on-site audit of the security measures relating to the protection of the Customer's Personal Data, which will be carried out by the Customer or an independent third-party auditor appointed by the Customer (the appointment may be refused by smsmode©, stating reasons). The Customer must inform smsmode© of the name of the third-party auditor at the same time as notifying it of the audit and, in any event, at least 15 days in advance. The Customer must then contact smsmode© to agree on the terms of this audit, i.e. the scope, schedule and duration of the audit. The Customer shall bear all costs associated with this audit. The Parties agree to a maximum of one (1) audit per year, limited to a maximum duration of two (2) working days.

Pursuant to Article 28.3 g), smsmode© may return and delete the Personal Data of Recipients hosted in connection with the use of the Services at the end of the contractual relationship, within a maximum period of three months after deletion of the account.

Pursuant to Articles 28.2, 28.3 d) and 28.4, the Customer authorises smsmode© to use subcontractors for the performance of the Services, for which smsmode© undertakes to require them to comply with the obligations applicable to Personal Data. smsmode© remains liable to the Customer for the performance of the contract. The list of subcontractors is available upon request from the Customer.

smsmode© shall inform the Customer in advance of any planned changes concerning the addition or replacement of other subcontractors, and the Customer shall have the opportunity to raise objections to these changes within 15 days, stating the reasons for such objections. In this case, the Customer may terminate the contract.

The Data may be transferred outside the European Union in the event of Messages being sent to Recipients located outside the European Union or via smsmode©'s subsequent subcontractors. smsmode© will ensure that transfers are carried out on the basis of sufficient safeguards in accordance with the GDPR, either on the basis of an adequacy decision or on the basis of standard contractual clauses adopted by the European Commission.

4. Security Commitments

smsmode© is ISO 27001 certified, demonstrating its commitment to information security and data protection. As such, smsmode© has an Information Security Management System (ISMS) in place, available upon request.