

# General Terms and Conditions of Sale

Version dated November 7, 2024

MyBestPro SAS is a company is a simplified joint stock company with capital of 161214.90€, registered in the Paris Trade and Companies, registered under the number 478 444 474, whose head office is located at 75 rue d'Amsterdam 75008 Paris ( "MyBestPro SAS"), represented by its President, Mr. Olivier Giunti, specialized in the provision of telecom solutions allowing the making and receiving of calls in its capacity as a telephone operator.

These GTCS constitute a legal agreement between the company MybestPro (hereinafter the "Provider" or "MybestPro") and the user of the services (hereinafter the "Client").

By clicking on the "Accept" button, the Client acknowledges having read and accepted the terms and conditions of these GTCS.

The Provider reserves the right to modify the terms and conditions of these GTCS at any time, as well as to evolve the characteristics (particularly technical) of the Site and the services. The Client is informed of modifications made to the GTCS by email or directly on their Client Area within a maximum period of thirty (30) days preceding their entry into force, unless they are dictated by a mandatory rule or a judicial decision, in which case their entry into force shall be immediate.

The Client connecting to the Site after their entry into force shall be irrefutably deemed to have accepted the said amendments and modifications.

## 1 – Definitions

The following terms denote:

- **Subscription:** Right of access to the Service, for an indefinite period in exchange for a monthly payment.
- **Administrator:** User connected to the service for the management of MybestPro accounts. They have access to all functionalities of the Service.
- **Agent:** User connected to the service to receive and make calls.
- **Incoming Call:** Designates a call received, via the Service, by the Client.
- **Outgoing Call:** Designates a call made, via the Service, by the Client.
- **Order Form:** Document sent back to the Client and specifying the special conditions of the contract.
- **GTCS:** Designates this document, its annexes, and any potential amendments that the Parties might conclude.
- **Client Area:** Space, on the Site, to which the Client connects, by means of a username and password, to use the Service.
- **Data:** Set of information of the Client passing through the Service and capable of being stored within the framework of the Service. These data are notably composed

of information provided by the Client to MybestPro but also of all data generated within the framework of the use of the Service.

- **Monthly Period:** Period of 28 to 31 days for which the Client has paid the price due and MybestPro has made the Service available to them.
- **Services (Prestations):** Designates individually one of the service provisions provided by the Provider within the framework of the Service, and collectively the set of service provisions provided by the Provider within the framework of the Service.
- **Service:** Designates the service(s) provided by MybestPro to the Client.
- **Site:** Designates the websites through which the Client connects to the Service.
- **Subscription (Souscription):** Subscription of the Client to a Subscription plan.
- **Supervisor:** User connected to the service for the supervision of Agents, statistics, and call flow management.
- **User:** Natural person for whom the Client creates access to the Service.
- **Connected User:** User effectively connected to the Service.

## 2 – Object

The purpose of these GTCS is to determine the technical, legal, and financial conditions applicable to the use by the Client of the Services made available by the Provider on the Site.

The Provider grants to the Client, who accepts:

- A set of Services comprising notably their maintenance and update;
- A final right of use of the Services made available by MybestPro.

## 3 – Service

### 3.1. Content of the service

Within the framework of the Service, the Provider offers Clients the possibility of making, receiving, and transferring voice calls using a telephone number provided by the Provider.

**MybestPro** Service allows the Client to:

- Make and receive telephone calls from a computer or smartphone;
- Obtain telephone numbers in different countries;
- Generate **hold messages** (welcome messages, voicemail, interactive voice response);
- Configure priorities on the handling of calls between the Client's agents;
- Monitor performance regarding the handling of **Incoming and Outgoing Calls**.

### 3.2. Functionalities of the Service

By using the Service, the Client may notably:

- Buy **national or international numbers** in the countries appearing on the list accessible here (link) for a monthly fee;
- Receive **Incoming Calls**;
- Make **Outgoing Calls**;

- Manage the destination/distribution of calls;
- Configure **Outgoing Call** campaigns;
- Generate **hold messages** (welcome, voicemail, interactive voice response);
- Monitor **performance dashboards** regarding the handling of Incoming and Outgoing Calls.

It is expressly agreed that the **dashboards** are made available to the Client for **purely informative purposes** and that the Provider cannot in any case be held responsible in the event of potential errors or defects in the tools.

### **3.3. Access to the service**

The Client accesses the Service by connecting to it using the identifiers that have been communicated to them by the Provider.

Prior to using the Service, the Client undertakes to verify the compatibility of the latter with their own application software and their IT installation. The Service also depends, for its proper functioning, on third-party Internet service providers and the configuration of the Client's local network. Any limitation, incorrect configuration, or bandwidth constraint in these services may limit the manner in which the Client may use the Service.

## **4 – Duration**

### **4.1. Duration of the Subscription**

The Subscription is concluded for an indefinite duration starting from the day of Subscription. The first Monthly Period begins on the day of Subscription. The following Monthly Periods will begin on the first day of each month.

### **4.2. Termination Modalities**

Each of the Parties may terminate the Subscription by registered letter with acknowledgment of receipt addressed to the other Party notifying them of the termination of the Subscription with a **notice period of one (1) month**.

Upon termination, the Client may make a request for portability of the numbers that have been assigned to them.

It is already specified that **any month started shall be due**.

## **5 – License**

The Provider grants the Client a **personal, non-exclusive, non-assignable and non-transferable right** to use the Service, for the entire duration of the GTCS and for the whole world.

The Client may use the Service and the associated Services only in accordance with their needs as defined in these GTCS. In particular, the license relating to the Service is granted for the sole and unique purpose of allowing the Client to use the Service, to the exclusion of any other purpose.

The right of use implies the right to represent and implement the Service in accordance with its destination, in SaaS mode via a connection to an electronic communications network. The Client may in no case make the Service available to a third party, and strictly refrains from any other use, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, without this list being exhaustive.

## 6 – Price and payment of the price

### 6.1. Price structure

The price paid for the Subscription by the Client is broken down into two parts:

- A so-called "**fixed**" part paid each month depending notably on the type of Subscription subscribed to, the number of numbers used, the number of Users, and the number of call center licenses (hereinafter "Fixed Price"). The Fixed Price agreed between the Parties is that indicated on the order form.
- A so-called "**variable**" part paid as consumption occurs, depending on the number of minutes of Outgoing Calls made, the country of origin and the country of destination as well as the type of number used. The rate for each minute of Outgoing Call is indicated on the Site, depending on the country of origin, the country of destination, and the type of number.

**Any started second is due in full.** The rate for international calls is indicated in the **Annex** and is subject to change. The Client will then be notified of each modification by email **1 month before the entry into force of the modification.**

### 6.2. Payment of the price

The Provider establishes an invoice at the end of the month. Payment of the invoice must be made within thirty (30) days after the date of issuance. In default thereof, the Provider reserves the right to **suspend access to the Services.**

In case of disagreement by the Client concerning the Services invoiced or the amounts deducted, the Client has a period of 30 days from the receipt of the invoice to contest them in writing at the following email address: [compta@MybestPro.com](mailto:compta@MybestPro.com).

The Client acknowledges that the information resulting from the use of the Services will have **full probative value** in any claim or dispute.

### 6.3. Late payment

Any late payment gives rise automatically to the increase of the sums due by late penalties corresponding to **three (3) times the legal interest rate in force** on the due date, and to the payment of a **fixed indemnity for recovery costs in the amount of 40 euros.**

In case of default of payment, the Client's access to the Service may be **suspended** until regularization.

The Client is required to report any modification of their bank details. A payment failure due to an unreported modification will be considered a breach on the part of the Client.

## 7 – Modification of the Service

The Provider **reserves the right to modify** its Service by respecting a **notice period of one (1) month**.

The Client expressly recognizes the Provider's right to modify the Service, whether it be the structure or presentation of the Site, or the addition of new functionalities or services.

In the case where these modifications would result in a breach by the Provider of its obligations as defined in these GTCS, the Client must contact the Provider to state these breaches.

Access to the Site is possible 24 hours a day, 7 days a week, subject to **outages** or **necessary maintenance intervention** causing a brief interruption of services.

## 8 – Obligations and responsibilities of the Client

The Client is solely responsible for the use of the Service carried out by the Users to whom they have given access to the Service and/or who access the Service via their Client Area. They undertake to keep confidential their identifiers allowing access to the Client Area.

The Client must inform the Provider without delay of any problem and/or security flaw of which they may have knowledge.

The Client undertakes to use the Services in accordance with the law and regulations in force as well as good morals. The Client thus refrains notably from:

- violating or attempting to violate the security or integrity of the Site and notably from:
  - implementing any action that would be likely to endanger or interfere with the correct functioning of the Site,
  - accessing, or attempting to access, data that is not intended for viewing by the Client or,
  - penetrating, or attempting to penetrate, a server or an account to which the Client is not authorized to access;
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- using the Services to transmit elements of a pornographic, racist, violent nature, or likely to infringe on the privacy of others;
- using the Services for any purpose likely to hinder the freedom or safety of persons.
- Modifying, reverse engineering, decompiling or disassembling any part, function or characteristic of the Service;
- Copying, adapting, modifying, translating or creating derivative works of the Service;
- Reselling, renting, leasing, lending, sub-licensing, distributing or otherwise transferring your rights of access and use of the Service;

Non-compliance by the Client with the prohibitions as set out in this article will entail the immediate termination of these GTCS as well as the right of access and use of the Service by the Client.

## 9 – Obligations and responsibilities of MybestPro

The Provider makes its best efforts to maintain the best quality of service and maintain access to the Service.

The Provider takes charge of corrective maintenance of the Services under the following conditions:

1. In case of a blocking anomaly no longer allowing access to the Service, the acknowledgement of the report occurs within twenty-four (24) working hours.
2. In case of a semi-blocking anomaly no longer allowing access to certain functionalities of the Service, the acknowledgement of the report is carried out within forty-eight (48) working hours.
3. In case of a minor anomaly, not affecting in any way the use by the Client of the Service, the acknowledgement of the report by the Provider is carried out as soon as possible.

It is already understood between the Parties that the Provider cannot be held responsible for maintenance in the following cases:

- refusal of the Client to collaborate with the Provider in the resolution of anomalies and notably to answer questions and requests for information;
- use of the Service in a manner not compliant with its destination as defined in these GTCS and more generally not compliant with the law and regulations in force as well as good morals;
- use of the Services not compliant with the recommendations made by the Provider, notably use during a period when the Provider has recommended the suspension of the use of the Services;
- unauthorized modification of the Service by the Client or by a third party;
- breach by the Client of their obligations under the GTCS;
- implantation of any software packages, software or operating system not compatible with the Service;
- failure of electronic communication networks;
- voluntary act of degradation, malice, sabotage;
- deterioration due to a case of force majeure or misuse of the Service;
- damage due to a fault or negligence of the Client, of any person having had access to the Service through them, and more generally any damage that could have been avoided or diminished if the event causing it had been reported sooner to the Provider.

It is specified that the Service being transmitted via public Internet lines, the public switched telephone network, the availability and functionality of the Service being based on factors that are not under the control of the Provider such as the IP network, the Internet service provider chosen by the Client, the hardware of the local network, the availability of an adequate power supply, and the use of the correct configuration of equipment, power outages or interruptions of the Internet service may occur during the use of the Service by the Client and cannot be imputed to the Provider.

## **10 – Intellectual Property**

The Site constitutes a work protected under intellectual property law. This work includes but is not limited to its general structure, its tree structure, its texts as well as all other data that may appear therein. The Site and the information appearing therein may not be reproduced, nor serve for the creation of derivative works without the prior written agreement of the Provider.

Any reproduction, representation, modification, publication, total or partial transmission of the Site or its content or more generally any exploitation not authorized by the Provider of the Site and the information disseminated therein constitutes an infringement sanctioned by the Intellectual Property Code.

The Provider is and remains the holder of the property rights relating to any element of the Services made available to the Client, as well as more generally of the IT infrastructure (software and hardware) implemented within the framework of the GTCS.

The GTCS do not confer on the Client any property right over the Services. The temporary provision of the Services under the conditions provided for in the GTCS cannot be analyzed as the assignment of any intellectual property right whatsoever for the benefit of the Client, within the meaning of the Intellectual Property Code.

The Client refrains from reproducing any element of the Software, or any documentation concerning them, by any means whatsoever, in any form whatsoever and on any medium whatsoever.

The Client may not assign all or part of the rights and obligations resulting from the GTCS, whether within the framework of a temporary assignment, a sub-license or any other agreement providing for the transfer of the said rights and obligations.

## **11 – Precautions – Warning**

The Client declares being informed of the lack of reliability of the Internet network, particularly in terms of relative security in the transmission of data, of non-guaranteed continuity in access to the Service, of non-guaranteed performance in terms of volume and speed of data transmission.

## **12 – IT Security**

The Provider undertakes to make its best efforts to implement all procedures allowing to limit the risks linked to intrusions, hacking, or the insertion of viruses on its server and/or on the Site. It also makes every effort to secure the content of the Site as much as possible.

However, it is well understood that the Provider cannot commit to an absolute guarantee, and declines all responsibility in case of intrusion, hacking, or in case of insertion of viruses on its server and/or on the Site and/or in the transmitted emails.

## 13 – Personal Data

Within the framework of these GTCS, the **Provider** is led to process data relating to the clients of the Client (hereinafter "Data").

The Provider processes this data in accordance with the **General Data Protection Regulation (GDPR)**. The Data is hosted on servers provided by **Amazon Web Services (AWS)** in the European Union.

The **Data relating to the use of the Services**, notably information linked to **Outgoing Calls made**, are kept for a duration of **10 years** to meet legal obligations regarding invoicing (Article L123-22 of the Commercial Code).

## 14 – Force Majeure

The Provider can in no case be held responsible for any damage in case of prejudice caused by an interruption or a decrease in service due to an event of **force majeure**. This includes notably, but without being limited to: natural disasters, strikes, wars, pandemics, **cyberattacks**, or any other cause escaping the reasonable control of the Parties.

## 15 – Final Provisions

### 15.1. Nullity

If a provision of these GTCS became invalid or declared null, this will not affect the other provisions hereof, which will remain applicable.

### 15.2. Non-waiver

The fact that the Provider does not exercise one of its rights on a temporary or permanent basis shall not imply a waiver of its right to avail itself of the rest of the GTCS.

### 15.3. Applicable law

These GTCS are governed by **French law**.

### 15.4. Amicable settlement

In case of dispute, the Parties agree to submit their differences to the appreciation of the **Provider** to attempt to resolve them amicably before any judicial proceeding.

### 15.5. Attribution of jurisdiction

The Parties agree that the Commercial Court of Paris shall be exclusively competent for any dispute arising from the execution or interpretation of these GTCS.