

GTU JANUARY 1ST, 2016

SERVICE PRESENTATION SHEET

Patented with the INPI (Patent No. 0609767), the "Yogiphone telephone line" service is a dematerialized telecommunications service that, since it is not connected to an installation address it does not require proof of address.

The "Yogiphone telephone line" service makes it possible to make calls, receive messages in an integrated voicemail box and to forward incoming calls to a landline or mobile number in metropolitan France or in a country open to the service.

These features are available through the provision of a Yogiphone telephone number starting in 09 XX XX XX XX (to use from a mobile phone* or a landline*) and a toll-free number starting in 0800 XX XX XX (to use from a landline*, or payphone*), and credit time allocated on a monthly basis.

GENERAL TERMS OF USE

PRICING SHEET « THE YOGIPHONE TELEPHONE LINE»

Without subscription, no charge for activating the phone line

Charge for renting a line up to 1, 3, 6 or 12 months

Top up credit time pack n° 1, n° 2 or n° 3

Extension of the line for 6 months

Based on a 30-day month

As of January 1st, 2016, according to our General Terms of Sale calculated with a VAT rate of 20%

1- COUNTRY ZONES OUTSIDE METROPOLITAN FRANCE

ZONE 1 EUROPE	Austria, Belgium, Denmark, Germany, Greece, Ireland, Italy, Netherlands, Poland, Portugal, Spain, Sweden, Switzerland, United Kingdom
ZONE 2 NORTH AMERICA	Canada, United States
ZONE 3 WORLD	China, Japan, South Korea, Russia, Brazil, India

2- PRICING SHEET FOR AN ACCESS TO THE SERVICE VIA THE YOGIPHONE NUMBER – STARTING IN 09

	Yogiphone Short stay Offer (up to 30 days)	Yogiphone 3 months	Yogiphone 6 months	Yogiphone 12 months	Top up pack n°1	Top up pack n°2	Top up pack n°3	Extending for 6 months
Charge (20% VAT included)	24,96 €	49,50 €	90,00 €	162,00 €	4,98 €	9,96 €	19,98 €	72,00 €
Monthly Based		16,50 €	15,00 €	13,50 €				12,00 €
VALUE OF THE MONTHLY CREDIT AVAILABLE FOR AN OUTGOING CALL OR TRANSFER TO A LANDLINE								
Located in metropolitan France	240 min	240 min	240 min	240 min	120 min	300 min	660 min	240 min
International located in zone 1 and zone 2	150 min	150 min	150 min	150 min	75 min	187 min	412 min	150 min
International located in zone 3	40 min	40 min	40 min	40 min	20 min	50 min	110 min	40 min
VALUE OF THE MONTHLY CREDIT AVAILABLE FOR AN OUTGOING CALL OR TRANSFER TO A MOBILE PHONE								
With an operator located in metropolitan France	60 min	60 min	60 min	60 min	30 min	75 min	165 min	60 min
With an international operator located in zone 1 and en zone 2	50 min	50 min	50 min	50 min	25 min	62 min	137 min	50 min
With an international operator located in zone 3	40 min	40 min	40 min	40 min	20 min	50 min	110 min	40 min

2- PRICING SHEET FOR AN ACCESS TO THE SERVICE VIA THE TOLL-FREE NUMBER- STARTING IN 0800

	Yogiphone Short stay Offer (up to 30 days)	Yogiphone 3 months	Yogiphone 6 months	Yogiphone 12 months	Top up pack n°1	Top up pack n°2	Top up pack n°3	Extending for 6 months
Charge (20% VAT included)	24,96 €	49,50 €	90,00 €	162,00 €	4,98 €	9,96 €	19,98 €	72,00 €
Monthly Based		16,50 €	15,00 €	13,50 €				12,00 €
VALUE OF THE MONTHLY CREDIT AVAILABLE FOR AN OUTGOING CALL <u>TO A LANDLINE</u>								
Located in metropolitan France	120 min	120 min	120 min	120 min	60 min	150 min	330 min	120 min
International located in zone 1 and zone 2	90 min	90 min	90 min	90 min	45 min	112 min	247 min	90 min
International located in zone 3	20 min	20 min	20 min	20 min	10 min	25 min	55 min	20 min
VALUE OF THE MONTHLY CREDIT AVAILABLE FOR AN OUTGOING CALL <u>TO A MOBILE PHONE</u>								
With an operator located in metropolitan France	30 min	30 min	30 min	30 min	15 min	37 min	82 min	30 min
With an international operator located in zone 1 and en zone 2	25 min	25 min	25 min	25 min	12 min	31 min	68 min	25 min
With an international operator located in zone 3	20 min	20 min	20 min	20 min	10 min	25 min	55 min	20 min

3- COST OF USING THE SERVICE

3.1 COST OF USING A YOGIPHONE TELEPHONE LINE

For a Yogiphone telephone line rented for 3 months, the cost of using the service from a Yogiphone number - starting in 09 XX XX XX XX will be debited the monthly time credit as follows:

- for a menu consultation or an outgoing call to a landline (in metropolitan France) or a call transfer to a landline (in metropolitan France) the cost will be €0.0687 per minute including taxes.
- for an outgoing call to a French mobile phone or a call transfer to a French mobile phone, the cost will be €0.275 per minute including taxes.

For a Yogiphone telephone line rented for 3 months, the cost of using the service from a Yogiphone toll-free number - starting in 0800XX XX XX (free from a landline or payphone) will be debited the monthly time credit as follows:

- for a menu consultation or an outgoing call to a landline (in metropolitan France) the cost will be €0.137 per minute including taxes*
- for an outgoing call to a French mobile phone, the cost will be €0.55 per minute including taxes*.

For a Yogiphone telephone line rented for 6 months, the cost of using the service from a Yogiphone number - starting in 09 XX XX XX XX will be debited the monthly time credit as follows:

- for a menu consultation or an outgoing call to a landline (in metropolitan France) or a call transfer to a landline (in metropolitan France) the cost will be €0.0625 per minute including taxes.
- for an outgoing call to a French mobile phone or a call transfer to a French mobile phone, the cost will be €0.250 per minute including taxes.

For a Yogiphone telephone line rented for 6 months, the cost of using the service from a Yogiphone toll-free number - starting in 0800 XX XX XX (free from a landline or payphone) will be debited the monthly time credit as follows:

- for a menu consultation or an outgoing call to a landline (in metropolitan France) the cost will be €0.125 per minute including taxes*
- for an outgoing call to a French mobile phone, the cost will be €0.50 per minute including taxes*.

For a Yogiphone telephone line rented for 12 months, the cost of using the service from a Yogiphone number – starting in 09 XX XX XX XX will be debited the monthly time credit as follows:

- for a menu consultation or an outgoing call to a landline (in metropolitan France) or a call transfer to a landline (in metropolitan France) the cost will be €0.0562 per minute including taxes.
- for an outgoing call to a French mobile phone or a call transfer to a French mobile phone, the cost will be 0.225 € per minute including taxes.

For a Yogiphone telephone line rented for 12 months, the cost of using the service from a Yogiphone toll-free number- starting in 0800 XX XX XX (free from a landline or payphone) will be debited the monthly time credit as follows:

- for a menu consultation or an outgoing call to a landline (in metropolitan France) the cost will be €0.112 per minute including taxes*
- for an outgoing call to a French mobile phone, the cost will be €0.45 per minute including taxes*

* with a connection cost of €0.156 per call including taxes

3.2 COST OF USING THE 6 MONTHS LINE EXTENSION

For a 6-month Yogiphone telephone line extension, the cost of using the service from a Yogiphone number- starting in 09 XX XX XX XX will be debited the monthly time credit as follows:

- for a menu consultation or an outgoing call to a landline (in metropolitan France) or a call transfer to a landline (in metropolitan France) the cost will be €0.050 per minute including taxes.
- for an outgoing call to a French mobile phone or a call transfer to a French mobile phone, the cost will be €0.200 per minute including taxes.

For a 6-month Yogiphone telephone line extension, the cost of using the service from a Yogiphone toll-free number- starting in 0800 XX XX XX (free from a landline or payphone) will be debited the monthly time credit as follows:

- for a menu consultation or an outgoing call to a landline (in metropolitan France) or a call transfer to a landline (in metropolitan France) the cost will be €0.10 per minute* including taxes*
- for an outgoing call to a French mobile phone or a call transfer to a French mobile phone, the cost will be €0.40 per minute including taxes.

* with a connection cost of €0.156 per call including taxes

4- GENERAL TERMS OF USE

ARTICLE 1. PURPOSE

These General Terms of Sale, hereinafter referred to as the "Terms" shall apply to all services concluded between INNOVACIALE TECHNOLOGY SARL, company capitalized at €750 RCS Paris No. 533 567 756, whose registered offices are located at 42 Rue Monge 75005 Paris, hereinafter referred to as the "PROVIDER", and a physical or moral person, hereinafter referred to as the "CUSTOMER" for the provision of the "YOGIPHONE TELEPHONE LINE" service, recharge and extension packs for the "YOGIPHONE TELEPHONE LINE"»

Any use of the YOGIPHONE TELEPHONE LINE Service, recharge packs and YOGIPHONE TELEPHONE LINE Extension packs thereby implies the full and unconditional acceptance of these Terms

The Terms shall be deemed accepted by the CUSTOMER from the date of order confirmation and until the termination or closure of the YOGIPHONE TELEPHONE LINE.

ARTICLE 2. PAYMENT

Payment can be made by credit card, check or bank transfer.

The customer can make a payment by credit card in three installments without fees for *TELEPHONE YOGIPHONE LINE services for a period of 6 (six) months or twelve (12) months* and for the extension of the Yogiphone telephone line of 6 (six) months.

Once the payment is confirmed, the customer will receive a confirmation email indicating how to proceed with using the service.

ARTICLE 3. SERVICE ACTIVATION and USE

3.1 Activation

The contract is hereby considered entered into and takes effect on the payment validation date

Activation of the YOGIPHONE TELEPHONE LINE is immediate when paying by credit card. Activation requires a processing time of 48 hours after order confirmation when a payment is made by bank transfer or check.

The CUSTOMER will receive a confirmation email containing the Yogiphone phone number – starting in 09 XX XX XX XX, a toll- free number starting in 0800 XX XX XX, a 4-digit PIN and a user manual.

3.2 Contract duration

The YOGIPHONE TELEPHONE LINE service is subscribed for a rental period selected by the CUSTOMER when ordering (3, 6, or 12 months).

3.3 To top up

Top up packs (recharge codes) assigned to the client are valid for the YOGIPHONE TELEPHONE LINE Service rental period selected when ordering by the customer (3, 6 or 12 months) or for the duration of the YOGIPHONE TELEPHONE LINE extension for 6 months.

The top up pack is active as of the date of the confirmation email confirming the activation of the recharge.

The extension of YOGIPHONE TELEPHONE LINE Service (extension code) assigned to the customer is valid for the rental period of the line (3, 6 or 12 months) starting from the date of the extension code activation confirmation email.

A top up pack and/or a line extension code cannot be sold independently of a YOGIPHONE TELEPHONE LINE service and can only be activated during the validity period of the line-- 3, 6, or 12 months.

If the YOGIPHONE TELEPHONE LINE service is not extended at the end of 3, 6 or 12 months, it is terminated and the phone number can be assigned to a new CUSTOMER.

ARTICLE 4. OBLIGATIONS AND RESPONSIBILITY OF THE PARTIES

4.1 For the PROVIDER

INNOVACIALE TECHNOLOGY SARL hereby guarantees the conformity of the YOGIPHONE TELEPHONE LINE service with these Terms and in particular agrees to provide 09 XX XX XX XX numbers subject to quantities available.

INNOVACIALE TECHNOLOGY SARL hereby declines any responsibility regarding the information provided by the CUSTOMER and may suspend or terminate the YOGIPHONE TELEPHONE LINE Service without notice if the information provided by a customer is inaccurate or erroneous, and without the latter being entitled to any compensation or refund.

INNOVACIALE TECHNOLOGY SARL hereby reserves the right to refuse or cancel any access to the service to a customer with whom there is a previous dispute or who did not comply in whole or in part with these TERMS.

The CUSTOMER and/or user hereby expressly acknowledges that INNOVACIALE TECHNOLOGY SARL is held only to a best-effort obligation with regard to him/her and may in no way be held liable for any direct and/or indirect harm caused such as, for example, operating loss, customer loss, commercial damage, loss of brand image, loss of data or files, etc....

The CUSTOMER and/or user hereby acknowledges being aware that INNOVACIALE TECHNOLOGY SARL is not in any way responsible for the smooth functioning of telecommunications networks and that it cannot guarantee the time or transmission quality of voice messages or calls.

It is hereby acknowledged by the CUSTOMER and/or user that INNOVACIALE TECHNOLOGY SARL is not solely responsible, particularly in technical terms, for the accessibility of the service.

INNOVACIALE TECHNOLOGY SARL hereby reserves the right to suspend the availability of the service, on a limited and temporary basis, for maintenance purposes.

INNOVACIALE TECHNOLOGY SARL hereby reserves the right to offer a change in the service chosen by the CUSTOMER and/or user (if identified) during the period of the contractual commitments.

Information on the identity of the CUSTOMER or the user if identified and his/her use of the service may be retained by INNOVACIALE TECHNOLOGY SARL for any request from legal authorities.

4.2 For the CUSTOMER and/or user

It shall be up to the CUSTOMER to enter all the information requested on the website, necessary for his/her identification, online payment by credit card and to use the service.

The CUSTOMER hereby agrees to provide accurate information and update it as soon as possible on the website Impersonating a third party is strictly forbidden.

In order to access their account, the CUSTOMER must provide their email address and choose a password. The CUSTOMER hereby agrees to ensure the confidentiality and security of their password and not allow others to use it. He/she is solely responsible for the use made of his/her account, login ID, and password.

In the event of the loss, theft, or destruction of the login ID/password or if the user suspects their account is being used by a third party, it is up to the CUSTOMER contact the publisher INNOVACIALE TECHNOLOGY SARL for a new password.

If the YOGIPHONE TELEPHONE LINE service is used by a third party other than the CUSTOMER, the latter hereby expressly agrees that this third party user has read these Terms and agrees to respect them.

The CUSTOMER and/or the user hereby acknowledge that the service is used in direct relation to his/her private and/or professional activity, regardless of the structure and legal form chosen by him/her.

The CUSTOMER and/or user hereby assumes sole responsibility for use of the service directly related to his/her private or professional activity, it being hereby specified that INNOVACIALE TECHNOLOGY SARL cannot be held criminally or civilly liable as a result of their use of the service.

The CUSTOMER and/or the user shall be solely responsible for all the harmful consequences of providing inaccurate, incomplete, erroneous, incorrect, or inappropriate information, and INNOVACIALE TECHNOLOGY SARL cannot be held liable in this respect, particularly in cases of failure to provide the service subsequent to the provision of such information.

The CUSTOMER and/or the user hereby declares and warrants to INNOVACIALE TECHNOLOGY SARL that their use of the YOGIPHONE TELEPHONE LINE service:

- shall not relate to any illicit, fraudulent, illegal, or harmful activity, especially for the purpose of misleading people regarding the CUSTOMER's and/or the user's identity, to remain anonymous in the context of unlawful or criminal activity, to circumvent laws and regulations or causing harm to others;
- shall not be used for any act of piracy ("hacking"), or other technologies or computer fraud;
- does not infringe on any intellectual property of third parties;
- shall in no way contain elements contrary to public decency or public order or are in any otherwise inappropriate, indecent, shocking or unsuitable for a family audience, in particular, but without limitation, the content cannot in any way contain obscene, defamatory, abusive, pornographic, violent, racist, xenophobic, revisionist, etc. content... or that which infringes the privacy or rights of any person;
- is accurate and complete and contains no errors or falls, incorrect, or misleading declarations, statements or pronouncements;
- complies with current regulations on the privacy protection and in particular the protection of minors;
- is not otherwise liable to implicate the company TECHNOLOGY SARL INNOVACIALE in any way whatsoever (including criminally).

The CUSTOMER and/or the user hereby guarantees INNOVACIALE TECHNOLOGY SARL, and shall compensate it for any complaint or third-party claim relating to a breach by the CUSTOMER and/or user of its obligations under these Terms and, in particular, the above declarations.

ARTICLE 5. TERMINATION and WITHDRAWAL

5.1 Right of withdrawal

Pursuant to the French Act of March 17, 2014 to strengthen the rights of consumers, the CUSTOMER who places an order hereby expressly declares to waive the statutory period for withdrawal as this is a service whose execution begins before the end of the withdrawal period.

5.2 Termination

- At the CUSTOMERS initiative

The CUSTOMER may terminate the YOGIPHONE TELEPHONE LINE service at any time by a request sent by e-mail via the website contact form, but he/she may not claim any refund for number of months, unused line rental or unconsumed minutes of credit time.

- At the PROVIDERS initiative

INNOVACIALE TECHNOLOGY SARL may suspend or terminate a YOGIPHONE TELEPHONE LINE service of a CUSTOMER for the latter's breach of the provisions herein, without any compensation, or other requests and/or claims by the client, in particular for a payment default by debit card. For a debit card payment default, the YOGIPHONE TELEPHONE LINE may be suspended until this payment is received. The duration of the suspension will be deducted from the YOGIPHONE TELEPHONE LINE rental period.

ARTICLE 6. AFTER-SALES SERVICE

Customer service can be contacted through the contact page on the website, or by sending an email to toinnovaciale@yahoo.fr or by calling 01 78 40 51 09

ARTICLE 7. DATA PROTECTION

The CUSTOMER and/or the user have the right to access, rectify, modify and delete their personal information in accordance with the French Act of 6/JAN/78, the so-called "Computers and Freedoms Act". They can exercise this right by sending an email using the contact page on the website.

INNOVACIALE TECHNOLOGY SARL hereby agree not to disclose the information provided by the CUSTOMER and/or the user, in particular when creating their account, to third parties or use it in any way other than as part of the CUSTOMER's and /or user's authorization. INNOVACIALE TECHNOLOGY SARL shall keep this information strictly confidential and secret.

The CUSTOMER and/or the user hereby authorize the company INNOVACIALE TECHNOLOGY SARL to use the personal information provided when opening the account (email address, etc.) for sending informational messages.

INNOVACIALE TECHNOLOGY SARL hereby agrees not to disclose any of this information to third parties.

The processing of files of CUSTOMERS/prospects has been the subject of an authorization from the French data protection authority, CNIL (No. 1757358).

ARTICLE 8. APPLICABLE LAW AND JURISDICTION

These Terms constitute the entire agreement between INNOVACIALE TECHNOLOGY SARL and the CUSTOMER and/or user.

These Terms are subject to French law. The Parties hereby agree to submit any dispute or litigation that may arise between them concerning the validity, interpretation or the execution of this contract exclusively to the Commercial Court of Paris.

ARTICLE 9. CHANGES TO THE GENERAL TERMS OF SALE

INNOVACIALE TECHNOLOGY hereby reserves the right to change the price of the service. In this case, INNOVACIALE TECHNOLOGY SARL shall inform the CUSTOMER by email. If approved by the CUSTOMER or when using the service under to the new pricing terms, it is hereby agreed between the Parties that the new price shall apply to the service. INNOVACIALE TECHNOLOGY SARL may have to modify these Terms based on changes to services, changes in legislation or for any other valid reason. The CUSTOMER can check them regularly and at any time on the Terms page of the website.

The use of the YOGIPHONE TELEPHONE LINE service after a change of the Terms shall constitute acceptance there of by the CUSTOMER and/or user.