

Village messenger Terms & Conditions

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1. TERMS

Effective: May 25th, 2018

The User Terms of Service (the “User Terms”) describe your rights and responsibilities when using our mobile chat platform, village messenger (the “Services”).

If you are a Customer (defined below), Customer Terms of Service (the “Customer Terms”) govern your access, rights and responsibilities when using our mobile chat platform, village messenger.

“We”, “our” and “us” currently refers to BS Factory SAS, hereinafter “village messenger”.

Please read the User Terms and the Customer Terms carefully.

1.1. USER TERMS OF SERVICE

These User Terms of Service (the “User Terms”) govern your access and use of our mobile app village messenger (the “Services”).

These User Terms are a legally binding contract between you and us. As part of these User Terms, you agree to comply with the most recent version of our Acceptable Use Policy, which is incorporated by reference into these User Terms. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the User Terms or the Acceptable Use Policy, you confirm that you have read, understand and agree to be bound by the User Terms and the Acceptable Use Policy.

Whether you are accessing onto a public or private village, or exchanging direct messages with another User, these User Terms apply to you and are Legally Binding.

1.1.1. A FEW GROUND RULES FOR USERS

You Must be Over the Age of 16. The Services are not intended for and should not be used by anyone under the age of sixteen. You represent that you are over the age of 16, and are the intended recipient of Administrator’s invitation to the Services if invited to access a private village. You may not access or use the Services for any purpose if either of the representations in the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.

To help ensure a safe environment, all Users, Authorized Users, private village Administrators and Customers must comply with our Acceptable Use Policy and remain vigilant in reporting inappropriate behaviour or content to us and private village Administrator, if any.

These User Terms remain effective until:

- your access to the Services has been terminated by us due to non-respect of Acceptable Use Policy, or
- private village Administrator/Customer’s subscription for you expires or terminates, or your access to the Services has been terminated by private village Administrator/Customer.

1.1.2. USER’S CHOICES AND INSTRUCTIONS

Public village is a geographical zone, defined and created by an User and publicly accessible to all Users situated in the same zone, allowing them to chat and access the Services. An User can be either an individual person or an organisation.

Private village is a geographical zone, defined, created and controlled by another User called the village **Administrator**, and accessible only to Users authorized (**Authorized User**) by the Administrator, allowing them to chat and access the Services. The private village Administrator can be an individual or an organisation.

A **Customer** (an individual person or on behalf of an organisation) has separately agreed to our Customer Terms of Service or entered into a written agreement with us (in either case, the “Contract”) that permitted Customer to create and configure a private village so that you and others could join (each invitee granted access to the Services, including you, is an “Authorized User”). The Contract contains our commitment to deliver the Services to Customer, who may then invite and/or approve Authorized Users to join its private village.

If you are joining one of your employer's private villages, for example, your employer is our Customer and he appoints private village Administrators to manage private village access. The private village Administrator might require you to sign up with your professional email in order to access the private village. When an Authorized User (including, you) submits content or information to the Services, such as messages or files ("Customer Data"), you acknowledge and agree with any additional instructions given by your employer regarding the usage of the Services choices and control (access, use, disclosure...) over that Customer Data.

If you are joining a private village created by your neighbour using his/her personal email address to chat with other neighbours, he/she is the private village Administrator and he/she is authorizing you to join his/her private village and access the Services.

1.1.2.1. The relationship between You, Customer and Us

As between Us and Customer, you agree that it is solely Customer's responsibility to:

- a) inform you and any Authorized Users of any relevant customer policies and practices and any settings that may impact the processing of Customer Data,
- b) obtain any rights, permissions or consents from you and any Authorized Users that are necessary for the lawful use of Customer Data and the operation of the services; and
- c) respond to and resolve any dispute with you and any Authorized User relating to or based on Customer Data, the services or customer's failure to fulfil these obligations.

Village messenger makes no representations or warranties of any kind, whether express or implied, to you relating to the services, which are provided to you on an "as is" and "as available" basis.

1.1.2.2. Choosing to be a Beta Tester

Occasionally, we look for beta testers (Individuals or organisations) to help us test our new features. These features will be identified as "beta" or "pre-release," or words or phrases with similar meanings (each, a "Beta Product"). Beta Products may not be ready for prime time so they are made available "as is," and any warranties or contractual commitments we make for other Services do not apply. Should an User encounter any faults with our Beta Products, we would love to hear about them; our primary reason for running any beta programs is to iron out issues before making a new feature widely available.

1.1.2.3. Feedback is Welcome

The more suggestions our Users make, the better the Services become. If an User sends us any feedback or suggestions regarding the Services, there is a chance we will use it, so User grants us an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to User. If we choose not to implement the suggestion, please don't take it personally. We appreciate it nonetheless.

1.1.3. LIMITATION OF LIABILITY

If we believe that an Authorized User violated the Contract, User Terms, the Acceptable Use Policy, or any of our other policies that can simply be remedied by Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, (Authorized) Users, or

any third parties. In no event will you or we have any liability to the other for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. Unless you are also a Customer (and without limitation to our rights and remedies under the contract), you will have no financial liability to us for a breach of these User Terms. Our maximum aggregate liability to you for any breach of the User Terms is fifty euros (50€) in the aggregate. The foregoing disclaimers will not apply to the extent prohibited by applicable law and do not limit either party's right to seek and obtain equitable relief.

1.1.3.1. Application of Consumer Law

Village messenger is a chat platform intended for use by individuals, businesses and organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. If however any consumer laws do apply and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have, and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the pro-rata refund to Customer of pre-paid fees for your subscription covering the remainder of the term.

1.1.3.2. Survival

The sections titled "The Relationship Between You, Customer, and Us", "Limitation of Liability", and "Survival", and all of the provisions under the general heading "General Provisions" will survive any termination or expiration of the User Terms.

1.1.4. GENERAL PROVISIONS

1.1.4.1. Email and village messenger messages

Except as otherwise set forth herein, all notices under the User Terms will be sent through email and published on our website (www.villagemessenger.co), although we may instead choose to provide notice to Authorized Users through the Services (e.g., a village messenger bot notification). All Notices to village messenger, including legal ones should be sent to legal@village-messenger.com. A notice will be deemed to have been duly given

- a) the day after it is sent, in the case of a notice sent through email or published on our website; and
- b) the same day, in the case of a notice sent through the Services.

Notices under the Contract will be delivered solely to Customer in accordance with the terms of that agreement.

1.1.4.2. Privacy Policy

Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of our Services.

1.1.4.3. Modifications

As our business evolves, we may change these User Terms or the Acceptable Use Policy. If we make a material change to the User Terms or the Acceptable Use Policy, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services. You can review the

most current version of the User Terms at any time by visiting our website. Any material revisions to these User Terms will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

1.1.4.4. Waiver

No failure or delay by either party in exercising any right under the User Terms, including the Acceptable Use Policy, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

1.1.4.5. Severability

The User Terms, including the Acceptable Use Policy, will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in effect.

1.1.4.6. Assignment

You may not assign any of your rights or delegate your obligations under these User Terms, including the Acceptable Use Policy, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

1.1.4.7. Governing Law

The Contract, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of France.

1.1.4.8. Venue; Waiver of Jury Trial; Fees

The state and federal courts located in Paris, France will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these User Terms, including the Acceptable Use Policy, or their formation as a contract between us or their enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the User Terms. In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

Each party hereby consents and submits to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the User Terms. In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

1.1.4.9. Entire Agreement

The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by the pages referenced in these User Terms (e.g., the Privacy Policy). A private village Administrator/Customer will be responsible for notifying Authorized Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

1.1.4.10. Contacting village messenger

Please also feel free to contact us if you have any questions about village messenger's User Terms of Service.

You may contact us at legal@village-messenger.com or at our mailing address and we will work with you to resolve your issue:

BS Factory SAS – village messenger

23, Avenue du Garigliano

91600 Savigny-Sur-Orge

France

1.2. CUSTOMER TERMS OF SERVICE

If you are a Customer (defined below), Customer Terms of Service (the “Customer Terms”) govern your access, rights and responsibilities when using our online platform (the “Services”). These “Customer Terms” Form a Part of a Binding “Contract”.

These Customer Terms (or, if applicable, your written agreement with us) and any Order Form(s) (defined below) together form a binding “Contract” between Customer and us. If any terms in the Customer-Specific Supplement apply to Customer (e.g., if Customer is a Healthcare or an Educational institution), those terms are also incorporated herein by reference and form part of the Contract. “We,” “our” and “us” currently refer to BS Factory SAS (village messenger).

1.2.1 A FEW GROUND RULES FOR A CUSTOMER

If you purchase subscription(s), create a “private village”, invite and/or authorise Users to that private village, or use or allow use of that private village after being notified of a change to these Customer Terms, you acknowledge your understanding of the then-current Contract and agree to the Contract on behalf of Customer. Please make sure you have the necessary authority to enter into the Contract on behalf of Customer before proceeding.

1.2.2 CUSTOMER CHOICES AND INSTRUCTIONS

“Customer” can be an organisation or an individual

- Customer is the organization that you represent in agreeing to the Contract.
- If a private village is being set up by someone who is not formally affiliated with an organization, Customer is the individual creating the private village and becomes the private village Administrator.

For example:

- If you signed up in the name of your organisation that you represent, the organisation is the Customer that assigns the private village Administrator in order to setup the private/public village and manage the access.
- if you signed up using a personal email address with the aim to work for example on a new startup idea but haven't formed a company yet, you are the Customer.
- If you signed up using a personal mail and setting-up the public village with the aim to chat with your neighbours, you're an User as any other User and a notion of Administrator does not exist. However, if you decide to setup a private village, accessible only to those you approve, you are the Customer and the private village Administrator.

1.2.2.1. Signing Up Using a Corporate Email Domain

If you signed up for a plan using your corporate email domain, your organization is Customer, and Customer can modify and re-assign roles (including your role) and otherwise exercise its rights under the Contract. If Customer elects to replace you as the representative or private village Administrator with ultimate authority for the team, we will provide you with notice following such election and you agree to take any actions reasonably requested by us or Customer to facilitate the transfer of authority to a new representative of Customer.

Individuals authorized by Customer to access the Services (an “Authorized User”) may submit content or information to the Services, such as messages or files (“Customer Data”), and Customer may exclusively provide us with instructions on what to do with it.

Customer will:

- a) inform Authorized Users of all Customer policies and practices that are relevant to their use of the Services and of any settings that may impact the processing of Customer Data; and
- b) obtain all rights, permissions or consents from Authorized Users and other Customer personnel that are necessary to grant the rights and licenses in the Contract and for the lawful use and transmission of Customer Data and the operation of the Services.

1.2.2.2. Ordering Subscriptions

A subscription allows an Authorized User to access the private village Services. No matter if a Customer is an individual or an organisation, a subscription is required for each Authorized User regardless its role. A subscription may be procured through the Services interface, or in some cases, via an order form entered into between Customer and us (each, an “Order Form”). Each Authorized User must agree to the User Terms to activate their subscription. Subscriptions commence when we make them available to Customer and continue for the term specified in the Services “check-out” interface or in the Order Form, as applicable. Each subscription is for a single Authorized User for a specified private village and is personal to that Authorized User. We sometimes enter into other kinds of ordering arrangements, but that would need to be spelled out and agreed to in an Order Form. During an active subscription term, adding more subscriptions is fairly easy. Unless the Order Form says otherwise, Customer may purchase more subscriptions at the same price stated in the Order Form and all will terminate on the same date.

1.2.2.3. Purchasing Decisions

Our public statements about future product and service plans are an expression of intent, but do not rely on them when making a purchase. If Customer decides to buy our Services, that decision should be based on the functionality or features we have made available today and not on the delivery of any future functionality or features.

1.2.2.4. Choosing to be a Beta Tester

Occasionally, we look for beta testers to help us test our new features. These features will be identified as “beta” or “pre-release,” or words or phrases with similar meanings (each, a “Beta Product”). Beta Products may not be ready for prime time so they are made available “as is,” and any warranties or contractual commitments we make for other Services do not apply. Should Customer encounter any faults with our Beta Products, we would love to hear about them; our primary reason for running any beta programs is to iron out issues before making a new feature widely available.

1.2.2.5. Feedback is Welcome

The more suggestions our Customers make, the better the Services become. If Customer sends us any feedback or suggestions regarding the Services, there is a chance we will use it, so Customer grants us (for itself and all of its Authorized Users and other Customer personnel) an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to Customer, any Authorized User or other Customer personnel. If we choose not to implement the suggestion, please don’t take it personally. We appreciate it nonetheless.

1.2.2.6. Non-village messenger Products and Services

Our Services include a platform that third parties may use to develop applications and software that complement Customer's use of the Services (each, a "Non-BS Factory product/service"). We also maintain a directory called the village messenger App Directory where some Non-Village messenger Products are available for use. THESE ARE NOT OUR SERVICES, SO WE DO NOT WARRANT OR SUPPORT NON-VILLAGE MESSENGER PRODUCTS, AND, ULTIMATELY, CUSTOMER (AND NOT US) WILL DECIDE WHETHER OR NOT TO USE THEM. ANY USE OF A NON-VILLAGE MESSENGER PRODUCT IS SOLELY BETWEEN CUSTOMER AND THE APPLICABLE THIRD PARTY PROVIDER.

Please be mindful of any Customer Data that will be shared with the third party provider and the purposes for which the provider requires access. We will not be responsible for any use, disclosure, modification or deletion of Customer Data that is transmitted to, or accessed by, a Non-BS Factory Product/Service.

1.2.2.7. Privacy Policy

Please review our Privacy Policy for more information on how we collect and use data relating to the use and performance of our websites and products.

1.2.2.8. Use of the Services

All Customers (Individuals or organisations) must comply with the Contract and ensure that its Authorized Users comply with the Contract and the User Terms. We may review conduct for compliance purposes, but we have no obligation to do so.

In case the Customer is an organisation, we aren't responsible for the content of any Customer Data or the way Customer or its Authorized Users choose to use the Services to store or process any Customer Data. The Services are not intended for and should not be used by anyone under the age of 16. Customer must ensure that all Authorized Users are over 16 years old. Customer is solely responsible for providing high speed internet service for itself and its Authorized Users to access and use the Services.

1.2.2.9. Our Removal Rights

If we believe that there is a violation of the Contract that can simply be remedied by Customer's removal of certain Customer Data or Customer's disabling of a Non-BS Factory Product/Service, we will, in most cases, ask Customer to take direct action rather than intervene. However, we may directly step in and take what we determine to be appropriate action, if Customer does not take appropriate action, or if we believe there is a credible risk of harm to us, the Services, Authorized Users, or any third parties.

1.2.2.10. Specific Customers – supplement

The terms of the Customer-specific supplement here below supplement and amend Customer's Contract if Customer falls into the corresponding category of Customer. Nothing in this Customer-Specific Supplement makes us a government contractor for any federal, state, local or foreign government.

Except for pages whose design and content is under the control of the Customer, or for links to or promotion of such pages, we agree not to display any Customer or government seals, trademarks, logos, service marks, and trade names on our homepage or elsewhere on one of our hosted sites unless permission to do so has been granted by Customer or by other relevant

federal government authority. We may list Customer's name in a publicly available customer list on a Site or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third party name.

State or Local Government Customers

This Section II applies to Customer if Customer is a state or local government, but only to the extent the Services are being used in an Authorized User's official capacity as a state or local government official. The sections in the Contract titled "Governing Law," "Venue; Waiver of Jury Trial; Fees," and "Customer's Indemnification of Us" will not apply to Customer only to the extent Customer's jurisdiction's laws prohibit Customer from accepting the requirements in those sections.

Healthcare Customers

Unless Customer has entered into a written agreement with village messenger to the contrary, Customer acknowledges that village messenger is not a "Business Associate". Customer must not use, disclose, transmit or otherwise process any Personal, Sensitive or Protected Health Information (PSPHI) through the Services. Customer agrees that we cannot support and have no liability for PSPHI received from Customer, notwithstanding anything to the contrary herein.

Education Professional Customers

If Customer is a school or educator and wants its students, who are over the age of 16, to use the Services, Customer is responsible for notifying those students' parents/guardians of the personally identifiable information that it will collect and share with us and obtain parental/guardian consent before its students sign up or use the Services. When obtaining such consent, Customer should provide parents/guardians with a copy of our Privacy Policy. Customer must keep all consents on file and provide them to us if we request them.

1.2.3 PAYMENT OBLIGATIONS

1.2.3.1. Payment Terms

For Customers that purchase our Services, fees are specified at the Services interface "check-out" and in the Order Form(s) — and must be paid in advance. Payment obligations are non-cancellable and, except as expressly stated in the Contract, fees paid are non-refundable. For clarity, in the event Customer downgrades any subscriptions from a paid plan to a free plan, Customer will remain responsible for any unpaid fees under the paid plan, and Services under the paid plan will be deemed fully performed and delivered upon expiration of the initial paid plan subscription term. If we agree to invoice Customer by email, full payment must be received within thirty (30) days from the invoice date. Fees are stated exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, Customer will reimburse us for such withholding tax.

1.2.3.2. Credits

Any credits that may accrue to Customer's account (for example, from a promotion or commercial gesture) will expire following expiration or termination of the applicable Contract, will have no currency or exchange value, and will not be transferable or refundable. Credits accrued to a private village on a free subscription plan will expire if the private village plan is not upgraded to a paid plan within one-hundred and eighty (180) days of accrual.

1.2.3.3. Downgrade for Non-Payment

If any fees owed to us by Customer (excluding amounts disputed reasonably and in good faith) are thirty (30) days or more overdue, we may, without limiting our other rights and remedies, downgrade any fee-based Services to free plans until those amounts are paid in full, so long as we have given Customer ten (10) or more days' prior notice that its account is overdue. Notwithstanding the second paragraph of the "Providing the Services" section below, Customer acknowledges and agrees that a downgrade will result in a decrease in certain features and functionality and potential loss of access to Customer Data, as illustrated by comparing the plans in the Pricing Guide.

1.2.4 OUR RESPONSIBILITIES

1.2.4.1. Providing the Services

Village messenger will:

- a) make the Services available to Customer and its Authorized Users as described in the Contract; and
- b) not use or process Customer Data for any purpose without Customer's prior written instructions; provided, however, that "prior written instructions" will be deemed to include use of the Services by Authorized Users and any processing related to such use or otherwise necessary for the performance of the Contract.

Be assured that:

- a) the Services will perform materially in accordance with our then-current FAQ pages; and
- b) subject to the "Non-village messenger Products" and "Downgrade for Non-Payment" sections, we will not materially decrease the functionality of a Service during a subscription term. For any breach of a warranty in this section, Customer's exclusive remedies are those described in the sections titled "Termination for Cause" and "Effect of Termination".

1.2.4.2. Keeping the Services Available

For some of our Services, we also offer specific uptime commitments paired with credits, if we fall short. In those cases, the credits will serve as what the lawyers call liquidated damages and will be Customer's sole remedy for the downtime and related inconvenience. For all Service plans, we will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, excluding planned downtime. We expect planned downtime to be infrequent but will endeavour to provide Customer with advance notice (e.g., through the Services), if we think it may exceed sixty (60) continuous minutes.

1.2.4.3. Protecting Customer Data

The protection of Customer Data is a top priority for us so we will maintain administrative, physical, and technical safeguards at a level not materially less protective than as described in our Security Practices page. Those safeguards will include measures for preventing

unauthorized access, use, modification, deletion and disclosure of Customer Data by our personnel. Before sharing Customer Data with any of our third party service providers, we will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access. Customer (not us) bears sole responsibility for adequate security, protection and backup of Customer Data when in Customer's or its representatives' or agents' possession or control or when Customer chooses to use unencrypted gateways (e.g., IRC/XMPP clients) to connect to the Services. We are not responsible for what Customer's Authorized Users or Non-BS Factory Products/Services do with Customer Data. That is Customer's responsibility.

1.2.4.4. The BS Factory (village messenger) Extended Family

We may leverage our employees, those of our corporate affiliates and third party contractors (the "BS Factory Extended Family") in exercising our rights and performing our obligations under the Contract. We will be responsible for the BS Factory (village messenger) Extended Family's compliance with our obligations under the Contract.

1.2.5 OWNERSHIP AND PROPRIETARY RIGHTS

As between us on the one hand, and Customer and any (Authorized) Users on the other, Customer will own all Customer Data. Subject to the terms and conditions of the Contract, Customer (for itself and all of its Authorized Users) grants us and the BS Factory Extended Family a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display Customer Data, and any Non-BS Factory Products/Services created by or for Customer, only as reasonably necessary:

- a) to provide, maintain and improve the Services;
- b) to prevent or address service, security, support or technical issues;
- c) as required by law or as permitted by the Data Request Policy;
- d) as expressly permitted in writing by Customer.

Customer represents and warrants that it has secured all rights in and to Customer Data from its Authorized Users as may be necessary to grant this license.

We own and will continue to own our Services, including all related intellectual property rights. We may make software components available, via app stores or other channels, as part of the Services. We grant to Customer a non-sublicensable, non-transferable, non-exclusive, limited license for Customer and its Authorized Users to use the object code version of these components, but solely as necessary to use the Services and in accordance with the Contract and the User Terms. All of our rights not expressly granted by this license are hereby retained.

1.2.6 TERM AND TERMINATION

1.2.6.1. Contract Term

As further described below, a free subscription continues until terminated, while a paid subscription has a term that may expire or be terminated. The Contract remains effective until all subscriptions ordered under the Contract have expired or been terminated or the Contract itself terminates. Termination of the Contract will terminate all subscriptions and all Order Forms.

1.2.6.2. Auto-Renewal

Unless an Order Form says something different:

- a) all subscriptions automatically renew for additional periods equal to one (1) year or the preceding term, whichever is shorter;
- b) the per-unit pricing during any automatic renewal term will remain the same as it was during the immediately prior term.

Either party can give the other notice of non-renewal at least thirty (30) days before the end of a subscription term to stop the subscriptions from automatically renewing.

1.2.6.3. Termination for Cause

We or Customer may terminate the Contract on notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. Customer is responsible for its Authorized Users, including for any breaches of this Contract caused by its Authorized Users. We may terminate the Contract immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorized Users in violation of applicable law.

1.2.6.4. Termination Without Cause

Customer may terminate its free subscriptions immediately without cause. We may also terminate Customer's free subscriptions without cause, but we will provide Customer with thirty (30) days prior written notice.

1.2.6.5. Effect of Termination

Upon any termination for cause by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by us, Customer will pay any unpaid fees covering the remainder of the term of those subscriptions after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

1.2.6.6. Data Portability and Deletion

We are custodians of Customer Data. During the subscriptions term, Customer will be permitted to export or share certain Customer Data from the Services; provided, however, that because we have different products with varying features and Customer has different retention options, Customer acknowledges and agrees that the ability to export or share Customer Data may be limited or unavailable depending on the type of Services plan in effect and the data retention, sharing or invite settings enabled. Following termination or expiration of a team's subscriptions, we will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in our systems or otherwise in our possession or under our control.

1.2.7 REPRESENTATIONS; DISCLAIMER OF WARRANTIES

Customer represents and warrants that it has validly entered into the Contract and has the legal power to do so. Customer further represents and warrants that it is responsible for the conduct of its Authorized Users and their compliance with the terms of this Contract and the User Terms. Except as expressly provided for herein, the services and all related components and information are provided on an "as is" and "as available" basis without any warranties of any kind, and we expressly disclaim any and all warranties, whether express or implied, including the implied warranties of merchantability, title, fitness for a particular purpose, and

non-infringement. Customer acknowledges that we do not warrant that the services will be uninterrupted, timely, secure, or error-free.

1.2.8 LIMITATION OF LIABILITY

Other than in connection with a party's indemnification obligations hereunder, in no event will either Customer's or the BS Factory (village messenger) Extended Family's aggregate liability arising out of or related to the contract or the User Terms (whether in contract or tort or under any other theory of liability) exceed the total amount paid by customer hereunder in the twelve (12) months preceding the last event giving rise to liability. The foregoing will not limit Customer's payment obligations under the "payment terms" section above.

In no event will either customer or any member of the BS Factory Extended Family have any liability to the other party or to any third party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or under any other theory of liability, and whether or not the party has been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by applicable law.

The Services support secure logins in order to reduce the risk of unauthorized use of or access to the Services. We therefore will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else if any event leading to such damages, losses or liability would have been prevented by the use of secure login. Additionally, Customer is responsible for administrator accounts as well the accounts of your Authorized Users. We will not be responsible for any damages, losses or liability to Customer, Authorized Users, or anyone else, if such information is not kept confidential by Customer or its Authorized Users, or if such information is correctly provided by an unauthorized third party logging into and accessing the Services.

The limitations under this "Limitation of Liability" section apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law. The provisions of this "Limitation of Liability" section allocate the risks under this Contract between the parties, and the parties have relied on these limitations in determining whether to enter into this Contract and the pricing for the Services.

1.2.9 OUR INDEMNIFICATION OF CUSTOMER

We will defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands alleging that the use of the Services as permitted under the Contract infringes or misappropriates a third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer for all reasonable attorney's fees incurred and damages and other costs finally awarded against Customer in connection with or as a result of, and for amounts paid by Customer under a settlement we approve of in connection with, a Claim Against Customer; provided, however, that we will have no liability if a Claim Against Customer arises from:

- a) Customer Data or Non-village messenger Products; and
- b) any modification, combination or development of the Services that is not performed by us, including in the use of any application programming interface (API). Customer must provide us with prompt written notice of any Claim Against Customer and allow us the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting our defense and settlement of such matter. This section states our sole liability with respect to,

and Customer's exclusive remedy against us and the village messenger Extended Family for, any Claim Against Customer.

1.2.10 CUSTOMER'S INDEMNIFICATION OF US

Customer will defend BS Factory and the members of the BS Factory Extended Family (collectively, the "BS Factory Indemnified Parties") from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to Customer's or any of its Authorized Users' violation of the Contract or the User Terms (a "Claim Against Us"), and will indemnify the BS Factory Indemnified Parties for all reasonable attorney's fees incurred and damages and other costs finally awarded against a BS Factory Indemnified Party in connection with or as a result of, and for amounts paid by a BS Factory Indemnified Party under a settlement Customer approves of in connection with, a Claim Against Us. We must provide Customer with prompt written notice of any Claim Against Us and allow Customer the right to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Customer's defense and settlement of such matter. This section states your sole liability with respect to, and the BS Factory Indemnified Parties' exclusive remedy against Customer for, any Claim Against Us.

1.2.11 LIMITATIONS ON INDEMNIFICATIONS

Notwithstanding anything contained in the two preceding sections

- a) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and
- b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld), if
 - i) the third party asserting the claim is a government agency,
 - ii) the settlement arguably involves the making of admissions by the indemnified parties,
 - iii) the settlement does not include a full release of liability for the indemnified parties,
 - iv) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.

1.2.12 CONFIDENTIALITY

1.2.12.1 Confidential Information

Each party ("Disclosing Party") may disclose "Confidential Information" to the other party ("Receiving Party") in connection with the Contract, which is anything that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure including all Order Forms, as well as non-public business, product, technology and marketing information. Confidential Information of Customer includes Customer Data. If something is labeled "Confidential," that's a clear indicator to the Receiving Party that the material is confidential. Notwithstanding the above, Confidential Information does not include information that:

- a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party;
- b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
- c) is received from a third party without breach of any obligation owed to the Disclosing Party;
- d) was independently developed by the Receiving Party.

1.2.12.2. Protection and Use of Confidential Information

The Receiving Party will

- a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates and contractors who need to know such information in connection with the Contract ; and
- b) not use or disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract. Nothing above will prevent either party from sharing Confidential Information with financial and legal advisors; provided, however, that the advisors are bound to confidentiality obligations at least as restrictive as those in the Contract.

1.2.12.3. Compelled Access or Disclosure

The Receiving Party may access or disclose Confidential Information of the Disclosing Party if it is required by law; provided, however, that the Receiving Party gives the Disclosing Party prior notice of the compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. Without limiting the foregoing, please review the Data Request Policy for details on how requests may be made for the disclosure of Customer Data and how we will handle those requests. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to such Confidential Information as well as the reasonable cost for any support provided in connection with the Disclosing Party seeking a protective order or confidential treatment for the Confidential Information to be produced.

1.2.13 SURVIVAL

The sections titled "Non-Village messenger Products," "Our Removal Rights," "Payment Terms," "Credits," "The BS Factory Extended Family," "Effect of Termination," "Data Portability and Deletion," "Representations; Disclaimer of Warranties," "Limitation of Liability," "Our Indemnification of Customer," "Customer's Indemnification of Us," "Limitations on Indemnifications," "Confidentiality" and "Survival," as well as all of the provisions under the general heading "General Provisions," will survive any termination or expiration of the Contract.

1.2.14 GENERAL PROVISIONS

1.2.14.1. Publicity

Customer (if an organisation) grants us the right to use Customer's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to Customer's standard trademark usage guidelines as provided to us from time-to-time. If a Customer does not want to be listed, he may send us an email to legal@village-messenger.com stating that it does not wish to be used as a reference.

1.2.14.2. Force Majeure

Neither us nor Customer will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

1.2.14.3. Relationship of the Parties; No Third Party Beneficiaries

The parties are independent contractors. The Contract does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third party beneficiaries to the Contract.

1.2.14.4. Email and village messenger Messages

Except as otherwise set forth herein, all notices under the Contract will be by email/published on the website, although we may instead choose to provide notice to Customer through the Services (e.g., a village messenger bot notification). All Notices to village messenger (including legal notices, such as notices of termination or an indemnifiable claim) will be sent to legal@village-messenger.com. Notices will be deemed to have been duly given

- a) the day after it is sent, in the case of notices through email; and
- b) the same day, in the case of notices through the Services.

1.2.14.5. Modifications

As our business evolves, we may change these Customer Terms and the other components of the Contract (except any Order Forms). If we make a material change to the Contract, we will provide Customer with reasonable notice prior to the change taking effect, either by emailing the email address associated with Customer's account or by messaging Customer through the Services. Customer can review the most current version of the Customer Terms at any time by visiting this page and by visiting the most current versions of the other pages that are referenced in the Contract. The materially revised Contract will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If Customer (or any Authorized User) accesses or uses the Services after the effective date, that use will constitute Customer's acceptance of any revised terms and conditions.

1.2.14.6. Waiver

No failure or delay by either party in exercising any right under the Contract will constitute a waiver of that right. No waiver under the Contract will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

1.2.14.7. Severability

The Contract will be enforced to the fullest extent permitted under applicable law. If any provision of the Contract is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Contract will remain in effect.

1.2.14.8. Assignment

Except with respect to the BS Factory (village messenger) Extended Family, neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Contract in its entirety (including all Order Forms), without consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Customer will keep its billing and contact information current at all times by notifying BS Factory of any changes. Any purported assignment in violation of this section is void. A party's sole remedy for any purported assignment by the other party in breach of this

section will be, at the non-assigning party's election, termination of the Contract upon written notice to the assigning party. In the event of such a termination by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

1.2.14.9. Governing Law

The Contract, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of France.

1.2.14.10. Venue; Waiver of Jury Trial; Fees

The state and federal courts located in Paris, France will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Contract or its formation, interpretation or enforcement. Each party hereby consents and submits to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Contract. In any action or proceeding to enforce rights under the Contract, the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

1.2.14.11. Entire Agreement

The Contract, including these Customer Terms and all referenced pages and Order Forms, if applicable, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Without limiting the foregoing, the Contract supersedes the terms of any online agreement electronically accepted by Customer or any Authorized Users. However, to the extent of any conflict or inconsistency between the provisions in these Customer Terms and any other documents or pages referenced in these Customer Terms, the following order of precedence will apply:

- 1) the terms of any Order Form (if any),
- 2) the portions of the Customer-Specific Supplement that apply to Customer (if any),
- 3) the Customer Terms and
- 4) finally any other documents or pages referenced in the Terms. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor onboarding process or web portal, or any other Customer order documentation (excluding Order Forms) will be incorporated into or form any part of the Contract, and all such terms or conditions will be null and void.

1.2.14.12. Contacting village messenger

Please also feel free to contact us if you have any questions about BS Factory's Customer Terms of Service.

You may contact us at legal@village-messenger.com or at our mailing address and we will work with you to resolve your issue :

BS Factory SAS – village messenger

23, Avenue du Garigliano

91600 Savigny-Sur-Orge

France

1.3. API TERMS OF SERVICE

1.3.1. ACCEPTANCE OF TERMS

This village messenger API Terms of Service document (the “API TOS”) is an agreement you must accept in order to use the village messenger API (as described below). This document describes both your rights and your obligations as part of using the village messenger API. It is important that you read it carefully because you will be legally bound to these terms. BS Factory SAS (“village messenger” “we” “us”) only provides the village messenger API to you subject to this API TOS. By accepting this API TOS or by accessing or using the village messenger API, you agree to be bound by this API TOS (including the Privacy Policy, Brand Guidelines, and general Terms of Service, which are incorporated here by reference).

If you are entering into this API TOS on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this API TOS. In that case, the terms “you” or “your” shall also refer to such entity. If you do not have such authority, or if you do not agree with this API TOS, you may not use the village messenger API. You acknowledge that this API TOS is a contract between you and village messenger, even though it is electronic and is not physically signed by you and Village messenger, and it governs your use of the Village messenger API.

1.3.2. API KEY DEFINITIONS

Application – Any software application, website, or product you create or service you offer using the village messenger API (defined below).

API Documentation – The publicly available village messenger Application Programming Interface (“API”) as well as the related API Documentation, data and information that village messenger provides regarding the use of the village messenger API through the “Developer Site” accessible via www.villagemessenger.co.

Data – means any data and content uploaded, posted, transmitted or otherwise made available by users via the Services, including messages, files, comments, profile information and anything else entered or uploaded into the Service by a user of the Service.

Village messenger Brand – The village messenger brand and brand assets, including names, logos, trade names and trademarks.

Village messenger Service(s) – village messenger’s real-time communication, messaging, archiving and search services and related systems and technologies, as well as the website www.villagemessenger.co (the “Site”), and all software, applications, data, reports, text, images, and other content made available by or on behalf of village messenger through any of the foregoing. The “Service” does not include Data or any software application or service that is provided by you or a third party (including Applications), whether or not village messenger designates them as “official integrations”.

1.3.3. API LICENSE

As long as you follow this API TOS, village messenger grants you a limited, non-exclusive, non-assignable, non-transferable license to use the APIs to develop, test, and support any software application, website, or product, and to integrate the village messenger APIs with your Application. Your license is subject to the limitations set forth in Section 1.3.4. to 1.3.16 and

Section 1.4, and you agree that violation of any of these Sections will automatically terminate your license to use the village messenger APIs.

1.3.4. USE OF APIS AND VILLAGE MESSENGER DATA

The following identifies limitations on use related to the village messenger API:

1.3.4.1. Reliance on API

Village messenger is still evolving, and we need the flexibility to occasionally make changes to our APIs, including backwards incompatible ones. We will try to give notice of these changes, but you should follow the Developer Site for updates. Also, parts of our API are undocumented, including certain methods, events, and properties. Given that these undocumented aspects of our API may change at any time, you should not rely on these behaviours.

1.3.4.2. Applicable laws or agreements

You may not use the village messenger API in violation of any law or regulation, or rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with this API TOS or village messenger's other agreements to which you are subject.

1.3.4.3. Scope of acceptable use

You may not use the village messenger API or any other technology in a manner that accesses or uses any information beyond what village messenger allows under this API TOS or the Documentation; that changes the village messenger Service; that breaks or circumvents any of village messenger's technical, administrative, process or security measures; that disrupts or degrades the performance of the village messenger Service or the Village messenger API; or that tests the vulnerability of village messenger's systems or networks.

1.3.4.4. Malware

You may not transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data.

1.3.4.5. Reverse engineering

You may not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the village messenger API or portion thereof.

1.3.4.6. Functionality

You may not use the village messenger API to replicate or compete with core products or services offered by village messenger. You acknowledge and agree that village messenger has or may in the future offer products or services that are similar to your Application, and nothing will prevent village messenger from doing so.

1.3.4.7. Commercial Use

You may charge for your Application. However, you may not sell, rent, lease, sublicense, redistribute, or syndicate access to the village messenger API.

1.3.4.8. Advertising.

You may place advertisements on and around your Application. However, you may not:

- Your advertisements on your Application may not resemble or be reasonably likely to confuse users as being a village messenger Service message;
- Place any advertisements within village messenger mobile chat platform without our prior consent,
- Use Data or any content from village messenger in any advertisements or for purposes of targeting advertisements, in your Application or elsewhere; or
- Use contact information obtained from village messenger (including email addresses) to contact village messenger (Authorised) Users outside of village messenger without their express permission.

1.3.4.9. Rate Limits

You will not attempt to exceed or circumvent limitations on access, calls and use of village messenger API, or otherwise use the village messenger API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of this API TOS or the Documentation.

1.3.4.10. Use for promotion of gambling or adult content

You may not use the village messenger APIs in any Application that includes adult content, promotes gambling or any other types of speculations (such as crypto-currencies for example), involves the sale of tobacco or alcohol to persons under 21 years of age, or otherwise violates any applicable law or regulation.

1.3.4.11. Distribution of your application

You may not distribute or allow access to the village messenger APIs to anyone other than, if applicable, the company on whose behalf you entered into this API TOS. Anyone who wants to access our APIs must agree to be bound by this API TOS.

1.3.5. USE OF VILLAGE MESSENGER BRAND OR MARKS

You must not use the village messenger Brand in a way that suggests your service is endorsed by, sponsored by, or associated with village messenger, and you must abide by village messenger's Brand Guidelines available at www.villagemessenger.co/marketing

1.3.6. STORAGE OF DATA

1.3.6.1. Caching Data

Where Data is cached, you should refresh the cache at least every 24 hours.

1.3.6.2. Secure Storage Measures

All Data should be stored and served using strong encryption.

1.3.6.3. Delete at User Request

You must delete all Data you have collected from a village messenger user upon request by that User, and when the village messenger user deauthorizes your Application or closes his or her account with you. Similarly, when a team stops using your Application, you should delete all Data obtained from that team. The restrictions of this Section do not apply to Data that village messenger users also provide directly to you and that is separately entered or uploaded to you by the user of your Application.

1.3.6.4. Deletion at Termination

If we terminate your use of the village messenger APIs for any reason, then you must permanently delete all Data and any other information that you stored pursuant to your use of the village messenger APIs, except when doing so would cause you to violate any law or obligation imposed by a governmental authority. This provision does not require a Village messenger user to delete Data stored in village messenger if the village messenger User is prohibited from accessing the village messenger API.

1.3.6.5. No Other Storing

You may not copy or store any Data or capture or store any information expressed by the Data (such as hashed or transferred data), except to the extent permitted by this API TOS.

1.3.7. YOUR USER AGREEMENT AND PRIVACY POLICY

If you offer your Application for use by others outside your organization, you must maintain a user agreement and privacy policy for your Application, which is prominently identified or located where users download or access your Application. Your privacy policy must meet applicable legal standards and accurately describe the collection, use, storage and sharing of data. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact village messenger Users. Your privacy policy must be at least as stringent and user-friendly as ours.

1.3.8. SECURITY MEASURES

1.3.8.1. Protections

The network, operating system and software of your web servers, databases, and computer systems (collectively, "Your Systems") must be properly configured to securely operate your Application and store Data. Your Application must use reasonable security measures to protect your users' information. You must not architect or select Your Systems in a manner to avoid the foregoing obligation.

1.3.8.2. Reporting

You must promptly report any security deficiencies in, or intrusions to, your Systems to village messenger in writing via email to legal@village-messenger.com or subsequent contact information posted on the Developer Site. This includes any unauthorized access, use, disclosure or destruction of Data. You will work with village messenger to immediately correct any security deficiency, and will immediately disconnect any intrusions or intruder. In the event of any security deficiency or intrusion involving the Application, village messenger APIs or Data, you will make no public statements regarding such deficiencies or intrusions (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from village messenger in each instance.

1.3.9. GOVERNMENT ACCESS.

You will not knowingly:

- Allow or assist any government entities, law enforcement, or other organizations to conduct surveillance or obtain data using your access to the village messenger API in order to avoid serving legal process directly on village messenger. Any such use by you for law enforcement purposes is a breach of this API TOS.

- Display, distribute or otherwise make available Data or any Application to any person or entity that you reasonably believe will use Data to violate the Universal Declaration of Human Rights (located at <http://www.un.org/en/universal-declaration-human-rights/index.html>) including without limitation Articles 12, 18, or 19. Any law enforcement personnel seeking information about village messenger users will be referred to village messenger's User Data Request Policy, located at <https://villagemessenger.co>. You will not conduct and your Application will not provide analyses or research that isolates a small group of individuals or any single individual for any unlawful or discriminatory purposes. Exemptions to these restrictions may be requested for exigent circumstances and are subject to prior written approval from village messenger.

1.3.10. OWNERSHIP.

As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to, the

- 1) village messenger APIs, Documentation, and all elements and components thereof;
- 2) Data;
- 3) village messenger Services; and
- 4) Brand Features (collectively, the "Village messenger Materials").

The only exception to this is Data that you as a village messenger User have licensed to village messenger under the www.villagemessenger.co, which governs that Data. Except for the express licenses granted in this API TOS, village messenger does not grant you any right, title, or interest in the village messenger Materials. You agree to take such actions as village messenger may reasonably request to perfect village messenger's rights to the village messenger Materials.

1.3.11. TERM AND TERMINATION

1.3.12.1. Duration of Terms

This API TOS will go into effect on the date upon which you agree to them, by accessing or using the village messenger API, and will continue until terminated as set forth herein.

1.3.12.2. Your Right to Terminate

You may terminate this API TOS by discontinuing use of our APIs.

1.3.12.3. Suspension; Termination

We may change, suspend or discontinue the village messenger API and suspend or terminate your use of the village messenger API, the village messenger Service, and/or village messenger Brand at any time and for any reason, without notice. Without limiting the foregoing, we may limit your Application's access to the village messenger API if it, in our sole discretion, may negatively affect our Service or our ability to provide our Service.

1.3.12.4. Effect of Termination

Upon termination of this API TOS:

- All rights and licenses granted to you will terminate immediately;
- You will promptly destroy Documentation and any other village messenger information in your possession or control that was received under this API TOS;

- Unless we agree otherwise in writing or as stated in this API TOS, you must permanently delete all Data and other information that you stored pursuant to your use of the village messenger APIs. Village messenger may request that you certify in writing your compliance with this section; and
- Village messenger will make commercially reasonable efforts to remove all references and links to your Application from its Services (village messenger has no other obligation to delete copies of, references to, or links to your Application).

The following sections of this API TOS shall survive any termination:

- Sections 1.3.4 (“Use of the APIs and Village messenger Data”),
- Sections 1.3.5 (“Use of Village messenger Brand or Marks”),
- Sections 1.3.6.3 (“Delete at User Request”),
- Sections 1.3.6.4 (“Deletion at Termination”),
- Sections 1.3.7 (“Your User Agreement and Privacy Policy”),
- Sections 1.3.8 (“Security Measures”),
- Sections 1.3.10 (“Ownership”),
- Sections 1.3.11 (“Term and Termination”),
- Sections 1.3.12 (“Other Important Terms”),
- Sections 1.3.13 (“Disclaimer of Warranties; Limitation of Liability; Indemnity”),
- Sections 1.3.14 (“Dispute Resolution”) and
- Sections 1.3.15 (“General Legal Terms”).

1.3.12. OTHER IMPORTANT TERMS

1.3.13.1. Legal Representations

You represent and warrant to village messenger that, excluding village messenger Materials, you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, and that use of your Application by village messenger and its users will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity or other proprietary right of any person or entity), or any applicable regulation or law, including the Digital Millennium Copyright Act (“DCMA” - www.dmca.com), the laws of any country in which your Application is made available and any applicable export laws.

1.3.13.2. Modification of the API TOS

We may change, add to or delete this API TOS or any portion thereof from time to time in our sole discretion. If we make a material change to this API TOs, we will provide you with reasonable notice prior to the changes either by emailing the email address associated with your account or by posting a notice on the Developer Site. You acknowledge that these updates and modifications may adversely impact how you access, use, and communicate with the village messenger API. If any change is unacceptable to you, then your only recourse is to cease all use of the village messenger API. Your continued access or use of the village messenger API will mean that you agree to the updates and modifications.

1.3.13.3. Other Applicable Agreements.

You and your Application must also comply with the following, which are hereby incorporated by reference:

- village messenger Terms of Service
- village messenger Privacy Policy

- village messenger Brand Guidelines

In the event of any conflict between the content in this document and the above documents, this document controls your use of the village messenger APIs.

1.3.13. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNITY

1.3.14.1. No warranties.

The village messenger API and all related components and information are provided on an “as is” and “as available” basis without any warranties of any kind, and village messenger expressly disclaims any and all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. You acknowledge that village messenger does not warrant that the village messenger API will be uninterrupted, timely, secure, error-free or virus-free, nor does it make any warranty as to the results that may be obtained from use of the village messenger API, and no information, advice or services obtained by you from village messenger or through the developer site shall create any warranty not expressly stated in this API TOS.

1.3.14.2. Limitation on liability

Under no circumstances and under no legal theory (whether in contract, tort, or otherwise) shall village messenger be liable to you or any third party for

a) any indirect, incidental, special, exemplary, consequential or punitive damages, including lost profits, lost sales or business, lost data, or

b) for any amount in the aggregate in excess of the fees actually paid by you in the six (6) months preceding the event giving rise to your claim or, if no fees apply, five hundred euros (500 €), or

c) any matter beyond our reasonable control. The provisions of this section allocate the risks under this TOS between the parties, and the parties have relied on these limitations in determining whether to enter into this TOS. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. In these jurisdictions, village messenger’s liability will be limited to the greatest extent permitted by law.

1.3.14.3. Indemnity

You agree to defend, hold harmless and indemnify Village messenger, and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your or your users’ use of the Application, Village messenger API or Data, use of Village messenger Brand, or violation of this API TOS, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys’ fees, of every kind and nature. In such a case, we will provide you with written notice of such claim, suit, or action.

1.3.14. DISPUTE RESOLUTION

This API TOS and any claim, cause of action or dispute (“Claim”) arising out of or related to this Agreement shall be governed by the laws of France, regardless of your country of origin or where you access the village messenger Service, and notwithstanding any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and village messenger agree that all Claims arising out of or related to this Agreement must be resolved exclusively in the courts located in Paris, France. You and village messenger agree to

submit to the personal jurisdiction of the courts located in Paris, France, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts for the purpose of litigating all such Claims. Notwithstanding the above, you agree that village messenger shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

1.3.15. GENERAL LEGAL TERMS

1.3.16.1. Severability

If any provision of this API TOS is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible in order to effect the intention of the provision; if a term cannot be so modified, it will be severed and the remaining provisions of this API TOS will not be affected in any way.

1.3.16.2. Language

Where village messenger has provided you with a translation of the French language version of this API TOS or any document referenced in this API TOS, you agree that the translation is provided for your convenience only and that the French language versions of any such document, will control.

1.3.16.3. Notice and Service of Process

We may notify you via postings on the Developer Site or via the email address associated with your Application or village messenger Service account. Village messenger accepts service of process by mail or courier at the physical address set forth in Section 1.3.16.9 below. Any notices that you provide without compliance with this section shall have no legal effect.

1.3.16.4. Entire Agreement

This API TOS and any documents incorporated into this API TOS by reference, constitute the entire agreement between you and Village messenger regarding the village messenger APIs and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this API TOS.

1.3.16.5. No Informal Waivers, Agreements, or Representations

Our failure to act with respect to a breach of this API TOs by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. No representations, statements, consents, waivers or other acts or omissions by any village messenger affiliate shall be deemed legally binding on any village messenger affiliate, unless documented in a physical writing hand signed by a duly appointed representative of village messenger.

1.3.16.6. Injunctive Relief

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Developer Site or village messenger Service or any village messenger APIs, or other material used or displayed through the village messenger Developer Site or village messenger Service.

1.3.16.7. Assignment and Delegation

You may not assign or delegate any rights or obligations under this API TOS, including in connection with a change of control. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under this API TOs, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, BS Factory SAS (village messenger). for any third party that assumes our rights and obligations under this API TOs.

1.3.16.8. Potential Other Rights and Obligations

You may have rights or obligations under local law other than those enumerated here if you are located outside the France.

1.3.16.9. How to Contact Us.

If you have questions or comments about this API TOS, or wish to make use of our village messenger API in any way not permitted by this API TOS:

BS Factory SAS – village messenger

23, Avenue du Garigliano

91600 Savigny-Sur-Orge

France

1.4. APP DIRECTORY AGREEMENT

You, on behalf of the individual, company or legal entity that developed the Application for listing on the village messenger App Directory, agree to abide by the village messenger API Terms of Service, as updated from time-to-time, and as supplemented by these village messenger App Directory Terms (together, the “Agreement”). References to “you” or “your” will also be deemed references to that individual, company or legal entity.

1.4.1. LICENSE GRANTS

During the Term, you grant to village messenger a limited, worldwide, non-exclusive, and royalty-free license to

- a) reproduce, perform, display, and use your Application for administrative and demonstration purposes in connection with the operation, improvement and marketing of the village messenger App Directory;
- b) distribute your Application through the village messenger App Directory;
- c) perform a Security Review on your Application; and
- d) use the trade names, trademarks, service marks, logos, and domain names associated with your Application (collectively, “Your Names”) as a reference for marketing or promotional purposes on and in connection with the village messenger App Directory and in other communications with, or promotions for, existing or potential developers, partners and customers about the village messenger App Directory. For example, we might include Your names on the village messenger App Directory and in blog posts about the village messenger App Directory. Village messenger will comply with your written trademark usage policies as communicated by you to village messenger from time to time.

1.4.2. VILLAGE MESSENGER’S DEVELOPER POLICY

You agree to comply with village messenger’s Developer Policy, as updated by village messenger from time-to-time.

1.4.3. RIGHTS & LICENSES

You represent and warrant that you have all right, title and interest necessary for village messenger to distribute your Application, including all intellectual property rights, such as patent, trademark, trade secret, copyright and other proprietary rights, in and to your Application and Your Names. You will not distribute any material through the village messenger App Directory that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including patent, privacy and publicity rights, unless you are the owner of such rights or has permission from their rightful owner to submit the material.

1.4.4. SECURITY REVIEW

During the Term, you grant permission to village messenger and its designated personnel, to perform, at times and dates selected by village messenger, one or more security reviews on your Application, and related services and/or computer systems, as more fully described at village messenger App Security Review (each, a “Security Review”). Village messenger will not divulge any information to a third party (other than authorized contractors and agents acting on its behalf) that has been disclosed by you in relation to a Security Review. All such information and results are confidential and will be treated as such; provided, that village

messenger may disclose such information and results to a third party as required by law or to the extent such information and results is in an aggregate form that does not identify your or the Application, and that is stripped of all persistent identifiers (e.g., device identifiers, IP addresses, and cookie IDs). At any time during a Security Review, you may request village messenger to promptly stop the tests, however, such request may result in a 'Failed' review. You have sole responsibility for adequate protection and backup of data and/or equipment used in connection with a Security Review and will not make a claim against village messenger for lost data, re-run time, inaccurate output, work delays or lost profits resulting from a Security Review.

1.4.5. VILLAGE MESSENGER BRAND GUIDELINES

You acknowledge and agree that notwithstanding any Security Review conducted by village messenger, village messenger does not "certify", warrant or support the Application. You further represent and warrant that you will not make any externally-facing statements to the contrary, including any statements that imply a village messenger endorsement, certification, affiliation or partnership and that you will abide by village messenger's Brand Guidelines, as updated by village messenger from time-to-time.

1.4.6. SUPPORT

You will be solely responsible for, and village messenger will have no responsibility to handle support or maintenance of your Application. You must supply and maintain valid and accurate contact information that will be displayed in each application detail page of the village messenger App Directory and made available to users for customer support and legal purposes. Failure to provide adequate information or support for your Application may result in low ratings, less prominent placement, or removal from the village messenger App Directory.

1.4.7. REVIEW RATINGS

The village messenger App Directory may allow users to rate and review your Application. Those ratings may be used to determine the placement of your Application on the village messenger App Directory, subject to village messenger's ability to change placement at village messenger's sole discretion. If village messenger determines, in its sole discretion, that your Application is not meeting acceptable standards, village messenger reserves the right to remove your app from the village messenger App Directory.

1.4.8. INDEMNITY

You agree to indemnify, defend and hold harmless village messenger and its representatives, agents and employees from any and all claims, demands, actions, damages (including attorneys' fees) and obligations of any kind that any third party may have relating to your violation of this Agreement, any dispute between you and a user of your app, or for village messenger's performance of a Security Review.

1.4.9. REMOVALS

Village messenger does not undertake an obligation to monitor your Application or its content, however, village messenger may immediately remove your Application from the

village messenger App Directory if village messenger is notified by you or otherwise becomes aware and determines in its sole discretion that any portion of your Application or Your Name

- a) violates the intellectual property rights or any other rights of any third party;
- b) violates any applicable law or is subject to an injunction; or
- c) violates the terms of this Agreement, including village messenger’s Developer Policy.

Village messenger reserves the right to suspend and/or bar any developer from the village messenger App Directory at its sole discretion, without prior notice.

1.4.10. USAGE STATISTICS

In order to improve the village messenger App Directory, village messenger may collect certain usage statistics from the village messenger App Directory about your Application, including but not limited to, information on how the village messenger App Directory is being used. The data collected is examined in the aggregate to improve the village messenger App Directory and is maintained in accordance with village messenger’s Privacy Policy.

1.4.11. TERMS

The Agreement commences on the date of acceptance and continues until (a) either party, upon ten (10) days’ prior written notice (via email will suffice), elects in its sole discretion, to discontinue distributing your Application through the Village messenger App Directory, or (b) the Village messenger API Terms of Service are terminated (the “Term”). Following termination, Village messenger will remove your Application from the Village messenger App Directory and will cease its use of Your Names.

1.4.12. AUTHORITY

You represent and warrant that you have the appropriate authority and permission to enter into this Agreement on behalf of the developer of the Application, that the developer of the Application has the legal right to subject the Application, services and computer system(s) to a Security Review and that if it is not the owner of such Application, services and computer system(s), it has obtained such right from the legal owner.

1.4.13. MODIFICATIONS

We may change, add to or delete these village messenger App Directory Terms or any portion thereof from time to time in our sole discretion. If we make a material change to these village messenger App Directory Terms, we will provide you with reasonable notice prior to the changes either by emailing the email address associated with your account or by posting a notice on the village messenger App Directory. You acknowledge that these updates and modifications may adversely impact how you access, use, and communicate with the Village messenger App Directory. If any change is unacceptable to you, then your only recourse is to remove your Application from the village messenger App Directory. Your continued listing of the Application on the village messenger App Directory will mean that you agree to the updates and modifications.