

# **Justpay Rules (hereinafter „Rules“) of 13.05.2016**

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## **1. GENERAL INFORMATION**

### **§1**

1. Justpay is a system for SMS/IVR services (hereinafter "SMS/IVR Services") operated in the territory of the Republic of Poland by the service provider operating under the business name of Digital Virgo, s.r.o. (hereinafter "Digital Virgo" or "Service Provider"), with registered seat in Bratislava, Šusteková ul. 51, 851 04, Slovak Republic, registered by the District Court for the Bratislava I, under Sro no. 23572/B., statistical number IČO: 35 806 915.
2. Justpay Service operates also in Poland, Czech Republic, Germany, Romania, Hungary, France, Lithuania, Latvia, Estonia and Spain and may be launched in other states.
3. These Rules set forth the general terms and conditions of use of Justpay Service. Specific conditions for the delivery of services via Justpay Service are set forth in Exhibits hereto, separately for each state. The exhibits constitute an integral part of these Rules.

### **§2**

1. Justpay Service (hereinafter "Justpay") comprises the delivery to entities that register with Justpay (hereinafter "Partners" or "Customers") Premium SMS (MO), SMS MT (MT subscriptions or MT billing) or IVR Premium in order to allow the Partners to provide to users or subscribers of telecommunication networks services comprising chargeable access to contents (or Internet services) displayed on Partners' websites. Availability of the aforementioned SMS/IVR Services in a particular country is specified in an Exhibit to these Rules regarding that country.
2. Partners may provide services referred to in section 1 above to users or subscribers of telecommunication networks (hereinafter "Users") listed in Exhibits regarding respective countries.
3. Partners of the Service who register in Justpay to provide services to Users may include:
  - a) natural persons conducting business activities,
  - b) legal persons.

## 2. TERMS OF USAGE OF JUSTPAY

### §3

#### User Registration

1. The use of Justpay requires registration with Justpay by way of entering personal data as specified in the sign-in form and acceptance of these Rules.
2. Registration with Justpay and acceptance of these Rules is equal to the statement of Partner about the fulfilment of requirements – laid down in these Rules – regarding the use of Justpay and delivery of services to Users and requires the Partner to abide strictly by these Rules.
3. Registration with Justpay and acceptance of these Rules means that the Partner agrees to provide services to Users while maintaining the rules of protection of Users as required by the law and telecommunication operators or providers of telecommunication services, including in particular those laid down in the Exhibits to these Rules for respective countries.
4. Upon generation with Justpay the the minimum amount of payout described in Art. 5 section 4, Partner shall sign with Service Provider a cooperation agreement regarding the delivery of services with the use of Justpay. In case of any discrepancies between the contractual provisions and these Rules, the contractual provisions shall prevail.

### §4

#### Services

1. Within the scope of Justpay, the Service Provider acts solely as a provider of SMS/IVR Services. The Service Provider shall ensure activation and maintenance of Premium numbers in networks of telecommunication operators and also make settlements with telecommunication operators.
2. Every activation of SMS/IVR Service in favour of Partner is subject to the acceptance of the Service Provider. The service is activated on condition that the requirements of these Rules are fulfilled.
3. Justpay provides to Partner three types of services (availability of those services in each country is specified in a relevant Exhibit):
  - a) **SMS Premium** (MO Billing) – provides Users with the possibility of single, chargeable access to contents provided by Partner, based on a password received by the User after sending Premium SMS with a shortcode assigned to Partner; the cost of SMS sent by the User depends on the shortcode; the list of shortcodes for a particular country together with net and gross prices per 1 SMS is specified in a relevant Exhibit;
  - b) **SMS Premium MT:**
    - i. **MT Subscriptions** – provide the Users with the possibility of using SMS subscription, which comprise delivery of contents of particular kind on a regular basis to Users or ensuring constant access to services provided by Partner and the User pays for every received SMS (including SMS informing about the extension of access to a particular service) and receives SMS until a particular SMS subscription is deactivated; the cost of receipt of one SMS by the User under a subscription depends on the shortcode for which the subscription was activated by Partner; the list of shortcodes for a particular country together with net and gross prices per 1 SMS is specified in a relevant Exhibit;
    - ii. **MT billing** – provides the Users with possibility of single, chargeable access to contents provided by Partner and the User pays for every SMS received in response to that sent by the User to a free SMS number with a particular message; the list of shortcodes for a

particular country together with net and gross prices per 1 SMS is specified in a relevant Exhibit;

- c) **IVR Premium** - provides Users with the possibility of single, chargeable access to contents provided by Partner based on a password given during a call to the User upon call to IVR Premium number and entering a unique service ID assigned to Partner; the cost of the User's call depends on the Premium number; the list of Premium numbers together with net and gross prices per call, regardless of its duration, is set forth in a relevant Exhibit.
4. The End User in return for the using of SMS / IVR service must receive tangible added value in the form of eg: access to restricted content, the ability to download a specific file, enlisted announcement on the website or the press.
5. It is forbidden to set up SMS / IVR service in such a way that the End User does not receive any tangible added value. It is also forbidden services, which only aim is sending SMS to get financial means from prepaid and extortion financial means from postpaid; payments for services not related to mobile content which aim is transfer financial mean without provide any added value for users. In this case, the payout will not be paid to the Partner.
6. Questions and problems relating to Justpay may be reported by Users via a form available on website [www.justpay.sk](http://www.justpay.sk) or by email to the address: [justpay@justpay.sk](mailto:justpay@justpay.sk)

## §5

### Settlements

1. Registration with Justpay is free of charge. In addition, there are no monthly fees.
2. Payouts (Partner's share in SMS/IVR Premium income) for Partners are specified in a relevant Exhibit.
3. Payouts due to Partner shall be payable against bill or invoice presented by the Partner, issued on the basis of an accepted report generated and delivered to Partner by Digital Virgo within 7 days of the months following the calendar month when services subject to settlement had been provided (subject to sections 4 and 5 below). Payment shall be made to the Partner's account indicated in the bill or invoice within 21 days from the date of receipt of correctly filled and signed documents. Settlements shall be made in PLN currency. If Partner uses Justpay in the territory of other countries, in accordance with Exhibits to these Rules, foreign currencies shall be calculated in EUR according to the currency buying rate of the HSBC Bank Plc, Suché myto 1, 811 03 Bratislava on the last working day of the month to which the settlement relates.
4. Partner is entitled to payout referred to in section 2 above on condition that a minimum amount of payout i.e. net 60 EUR is generated for all Partner's services in a particular calendar month. If Partner uses Justpay also in the territory of other countries in accordance with Exhibits to these Rules, the minimum amount of payout referred in this section shall be calculated on the basis of traffic generated in a particular calendar month in the territory of all countries.
5. If in a particular calendar month sufficient amount of payout has not been generated to entitle to payout, the payout shall become due upon generation by Partner of minimum amount of payout i.e. net 60 EUR and basis for calculation on the minimum amount of payout shall be Premium traffic generated within 5 subsequent calendar months maximum (i.e. in total within 6 months).
6. If in result of Partner's services the minimum amount referred to in section 4 and 5 above is not generated, within 6 subsequent calendar months, Partner shall not be entitled to any payout for generation of SMS/IVR Premium traffic within the scope of services provided during a period of the said 6 months, unless the parties agree otherwise during negotiations. In such case Digital Virgo shall have the right to delete the Partner's account from Justpay.
7. Partner acknowledges and accepts the rule that payout is not paid for SMS/IVR connections considered by the telecommunication operator in particular as Frauds (including due payments not collected from Users), i.e. artificial telecommunication traffic (e.g. traffic generated to increase unreasonably turnovers in Justpay). If information is received from a telecommunication operator about qualifying or risk of qualifying connections as disqualified from settlements in accordance with this section, the Service Provider may suspend payout according to the earlier issued report, adjust the report and demand adjustment of the bill

or invoice issued by Partner. Amounts paid to Partner by Digital Virgo prior to receipt of information from the telecommunication operator about disqualification of certain SMS connections in settlement shall be deducted from payout due to Partner for the settlement period (calendar month), when Digital Virgo was informed by the operator or in case of inability to make deductions in that settlement period, the sums shall be deducted in subsequent settlement periods.

8. Payouts due to Partner shall be charge only on the correct SMS sent by User in accordance with the services defined by the Partner in the service Justpay.
9. The Digital Virgo will not pay the payout in the case of non-compliance SMS/IVR service with the provision §4 point 4 and 5 and in the case of risk of qualifying SMS/IVR connections as Frauds by the Operator.
10. Payout due to Partner shall be charge only on the correct SMS sent by User in accordance with the services defined by the Partner in the service Justpay.
11. Upon generation in Justpay of minimum amount of payout i.e. net 60 EUR, in accordance with sections 4 and 5 above, Partner shall sign with Service Provider a cooperation agreement regarding the provision of services with the use of Justpay. In case of any discrepancies between contractual provisions and these Rules, the contractual provisions shall prevail.

## **§6**

### **Partners' Accounts**

1. Service Provider reserves the right to block or delete the Partner's account with Justpay and also to suspend or cease the delivery of services within the scope of Justpay to Partner in case of:
  - a) ascertaining or reasonable doubt that Partner's actions are in conflict with these Rules or the generally prevailing provisions of law;
  - b) disclosure of information about SMS/IVR services on www pages other than those specified upon service order;
  - c) operating in manner other than that specified upon service order;
  - d) lack of information to be disclosed and required under law or these Rules regarding the service or improper operation of service;
  - e) application of technical solutions facilitating the omission of payments for services provided with the use of Justpay;
  - f) upon request of public authorities or telecommunication operators operating pursuant to a statutory powers to make such request;
  - g) If court, preparatory proceedings are initiated or any proceedings before the central body of governmental administration and also before another competent body in connection with the action or omission of Partner in Justpay.
2. In case of blockade or deletion by the Service Provider of Partner's account with Justpay and also suspension or cease of delivery of SMS services within the scope of Justpay because of the occurrence of events specified in this clause, Service Provider reserves the right to retain the sum of Payout, referred to in § 5 of these Rules, unpaid hitherto to the Partner in order to secure damages, penalties, fines or other costs, if any, that may be decreed or imposed upon Service Provider due to the occurrence of the above circumstances. The retained amount, unless it is subject to payment to the account of the aforementioned costs, shall be paid to Partner immediately upon clarification of the matter and/or removal of cases of breach.
3. The accounts of Partners or respective commands defined by Partners, which for subsequent 180 days do not generate any SMS traffic shall be considered unused and may be deleted by the system administrator.
4. Service Provider reserves the right to refuse to establish an account or a new command of the Partner with Justpay without justification.

## §7

### Partner's Representations and Obligations

1. Partner represents that he is authorised to use Internet pages, wherein services are provided with the use of Justpay.
2. Partner represents that he has all intellectual and industrial property rights to the contents made available and distributed with the use of Justpay, including in particular Partner warrants that he has non-material and material copyrights and related rights (or relevant licences) to the contents and services offered with the use of Justpay and that providing and disseminating such contents do not infringe any third-party rights, including personal property of third parties.
3. Partner shall make best efforts to ensure proper functioning of services provided by him both in terms of merit and technology to ensure due support and assistance to Users taking advantage of such services.
4. Partner agrees to:
  - a. ensure that services including content disseminated with the use of Justpay, services provided via Justpay and services promotions method do not infringe the provisions of the prevailing law, guidelines of telecommunication operators, good practices or any rights of the Users or third parties, including intellectual property rights or personal property of the Users or third parties;
  - b. provide services to Users while observing the rules of protection of Users as required by the law and telecommunication operators or providers of telecommunication services;
  - c. refrain from sending via Justpay any contents without prior consent of the Users, including any contents that could be qualified as spam;
  - d. refrain from using MISDN numbers of the Users for purposes other than performance of service with due diligence;
  - e. display on websites offering services with the use of Justpay clear, true and complete information about the rules of such services, as required by current law and administration of appropriate information in all communications addressed to members or given to the public, to the extent and manner required by law (in particular for content and media, including graphic form);
5. If Partner fails to display on websites offering services or in other promotional materials regarding Partner's services (which display SMS/IVR Premium numbers) the following information:
  - a. gross price per SMS sent/received to a particular Premium number, in case of IVR – gross price for a telephone call,
  - b. link to the rules of service,
  - c. email for reporting complaints,

Partner shall be obligated to pay at the request of Digital Virgo a penalty of 1000 EUR for every proven case of breach, within 7 days from the delivery of a relevant debit note. The penalty may be deducted from the payout due to Partner for provision of services via Justpay. Payment of penalty does not affect the right of Digital Virgo to claim damages exceeding the amount of the penalty, on general principles.

6. Without releasing the Partner of any obligations under the law (in particular the Telecommunications Act), Digital Virgo reserves the right to provide information about services to the offices that are authorized to collect such information (in particular the Office of Communications).

7. In the event of any claims due to non-performance or performance without due diligence by Partner of obligations set forth in this clause and also breach of other provisions of these Rules or rules of law, including in particular claims regarding contents or information disseminated with the use of Justpay or services provided by Partner via Justpay or service promotions method, brought by Users, third parties or other authorised entities (including in particular telecommunication operators, providers of telecommunication services or state authorities), Partner shall satisfy all justifiable claims and act in lieu or together with Service Provider in any proceedings pending in relation to the above and also satisfy all reasonably financial claims, including recourse claims of the Service Provider (in particular arising out of the claims of Users, operators of telecommunication networks, providers of telecommunication services or state authorities brought against the Service Provider) and also cover contractual penalties imposed on the Service Provider by telecommunication operators or providers of telecommunication services.

## **§8**

### **Service Sign-out**

1. If Justpay is not used for the delivery of services by Partner to Users, Partner may sign out of Justpay with immediate effect by sending an email to the address indicated in the relevant Exhibit.
2. If Partner is providing services via Justpay, Partner may sign out of Justpay upon end of delivery to Users of all services launched within the scope of Justpay. Sign-out must be notified via email sent to the address indicated in a relevant Exhibit, except that if Partner signs an agreement with Service Provider, sign-out shall be subject to the terms and conditions set forth in such agreement.
3. Service Provider reserves the right to immediately end the functioning of Justpay if any events beyond his control occur, in particular any force majeure events or events relating to legal or factual actions of operators or providers of telecommunication services as well as in result of decisions of state authorities. In addition, Service Provider reserves the right to end the operation of Justpay or a particular service without justification, subject to 7-day notification in written form, sent to the address indicated by Partner in the registration form or via email (email sent to the address indicated by Partner in the registration form).

## **§9**

### **Service Unavailability**

1. Service Provider has the right to make the tele-information system of Justpay unavailable, in particular in cases specified in section 2 below and also to technical intervals.
2. Service Provider shall not be liable for any damages incurred by Partner in result of loss of data or delays in receipt or transmission of information due to lack of transmission, incorrect transmission, delays or breaks in delivery of services beyond the control of Service Provider, in particular due to cause of force majeure: war, hurricane, fire, flood, earthquake, strike, failure of Internet or any part thereof, power failure and causes directly related to authorisations or actions of telecommunication operators, providers of telecommunication services and other, preventing proper functioning of Justpay.

## **§10**

### **Complaints**

1. Questions and problems relating to Justpay can be reported by Users via form available on website [www.justpay.sk](http://www.justpay.sk) or via email to [justpay@justpay.sk](mailto:justpay@justpay.sk)
2. Partner has the right to lodge a complaint as regards the functioning of Justpay within 14 days from the date of occurrence of an event underlying the complaint by:
  - a) Sending email to the address: [justpay@justpay.sk](mailto:justpay@justpay.sk) or

- b) Sending the complaint in written form to the address: Digital Virgo S.A., ul. 51, 851 04 Bratislava, Slovenská republika, with note „Justpay“. The complaint should include the name and surname, phone number and address of the person lodging the complaint and description, cause of complaint. Digital Virgo shall consider the complaint within 30 days from the date of its delivery.
  - c) Questions and complaints may be reported only by phone calling to info line: +421 2 654 135 61.
3. Full liability for errors in ordering services (in particular entering incorrect SMS contents, sending SMS to an incorrect Premium number) shall be borne by User. Digital Virgo is not obligated to send to the User any return message about incorrect SMS content sent or other errors upon ordering of Services.

### **3. FINAL PROVISIONS**

#### **§11**

1. Service Provider has the right to introduce changes in these Rules. The current Justpay Rules are available at the Service Provider's office or Justpay website: [www.justpay.sk](http://www.justpay.sk) or other address relevant for Service Provider in a particular country. Partners shall be informed about changes in the Rules by email sent to the address indicated by Partner in their registration forms.
2. These Rules do not give right to Partner to use names, trademarks, domain names, URL addresses or any other signs identifying Justpay, except for situations when Service Provider has consented to their use in written form or for publishing purposes limited to information about the use of Justpay by Partner.
3. Service Provider reserves the right to use Partner's signs such as logo, business name or URL address to indicate the Partner as an entity using Justpay and also to place information on Justpay website and in advertising materials about Partner as an entity using Justpay services, on condition that Partner agrees thereto upon registration with Justpay.
4. In cases not regulated herein, relevant provisions of the generally prevailing law governing in the country of the seat office of Service Provider shall apply.
5. Any and all disputes not resolved by the parties amicably shall be resolved by a competent court with jurisdiction for the seat office of Service Provider. Digital Virgo shall act as administrator of personal data of Partners. Partners' personal data shall be processed by Digital Virgo in accordance with Acts on Personal Data Protection. Partners have the right to review and change their data.

# **Exhibit no.1 (of 13.05.2016) to Justpay Rules regarding specific terms of operation in Slovakia**

## **General Information**

### **§1**

1. Partners may provide services specified in section 2 below to users or subscribers of telecommunication networks: Orange Slovensko, a.s., O2 Slovakia, s.r.o. oraz Slovak Telekom, a.s., hereinafter referred to as „Users”.
2. Justpay allows the Partners to provide services with the use of:
  - a) MT billing – ensuring for the Users the possibility of single, payable access to contents provided by the Partner and the User pays for every SMS received in response to SMS sent by the User to a free number with a particular message; the list of shortcodes together with net and gross price per for 1 SMS is specified in § 3 hereof.

## **Partner’s Representations and Obligations**

### **§2**

1. Partner shall provide on websites, wherein Partner’s SMS services are offered the following information:
  - a) “Service available within GSM network: Orange Slovensko, a.s., O2 Slovakia, s.r.o. and Slovak Telekom, a.s.”
  - b) gross price for SMS sent to a particular Premium number;
  - c) information about the proprietor, i.e. at least company name and email;
  - d) link to service rules,
  - e) procedure regarding complaints reported by Users.
2. In accordance with § 4 of the Act on e-commerce Partner shall also provide:
  - a) in case of legal person – name and seat office of Provider (service provider);
  - b) tax identification number (if any);
  - c) e-mail and phone number;
  - d) name of registry body and registration number;
  - e) name and address of institutions or bodies of supervision or control competent for the Partner.
3. In accordance with the National Code of Mobile Telephony Service Providers regarding safe use of mobile phones, if a service with erotic content was ordered, the Partner shall attach information “Service available to adults only”. In addition on websites offering such services via SMS, Partner shall provide information about the possibility of blocking access to erotic content for a particular user (phone number) by sending 18 STOP SMS to phone number: 7774. By sending such SMS, all services marked within Partner’s system as erotic shall be blocked for a particular User. The User may unblock such service. In such case User shall deliver to blue orange a copy of the identity document together with a declaration that he/she agrees to have his/her MSISDN number removed from the blocked list. When promoting in any form of communication (print, TV, electronic form) such mobile phone services or services of that type paid through mobile phone connections, Partner must ensure that such contents are concealed in an adequate manner.



## Settlements

### §3

1. Payouts (Partner's share in income from Premium SMS) for Partners are set forth in "Table of Fees and Payouts".
2. The following shortcodes and relevant rates excl. VAT and rates incl. VAT are applied for the Service (the same numbers for 18- services and 18+ services are applied). Payment is charged for every SMS received. In case of more expensive tariffs there are 2 or 3 SMS, whereupon payments for SMS are multiplied:

SMS numbers	Number of SMS	SMS price (excl. VAT)	SMS price (incl. VAT)	Payout (excl. VAT)	Rate (excl. VAT)
7775	1	0,17 EUR	0,20 EUR	46%	0,09 EUR
7770	1	0,42 EUR	0,50 EUR	46%	0,19 EUR
7779	1	0,67 EUR	0,80 EUR	46%	0,31 EUR
7778	1	0,83 EUR	1,00 EUR	46%	0,38 EUR
7771	1	1,00 EUR	1,20 EUR	46%	0,46 EUR
7774	1	1,33 EUR	1,60 EUR	46%	0,61 EUR
7771	2	2,00 EUR	2,40 EUR	46%	0,92 EUR
7774	2	2,66 EUR	3,19 EUR	46%	1,22 EUR
7771	3	3,00 EUR	3,60 EUR	46%	1,48 EUR
7774	3	3,99 EUR	4,79 EUR	46%	1,84 EUR

# **Exhibit no.2 (of 13.05.2016) to Justpay Rules regarding specific terms of operation in Poland**

## **General Information**

### **§1**

1. Partners may provide services referred to below in section 2:
  - a. SMS Premium: to users or subscribers of telecommunication networks: Orange (Orange Polska S.A.), T-Mobile (PTC S.A.), Plus (Polkomtel S.A.), Play (P4 Sp. z o.o.), Cyfrowy Polsat (Cyfrowy Polsat Sp. z o.o.) and all MVNO (e.g. GaduAir, mBank mobile, Aster),
  - b. MT Subscriptions: to users or subscribers of telecommunication networks: Orange (PTK Centertel Sp. z o.o.), T-Mobile (PTC Sp. z o.o.), Plus (Polkomtel S.A.), Play (P4 Sp. z o.o.) and all MVNO (e.g. GaduAir, mBank mobile, Aster),
  - c. IVR Premium: to users or subscribers of telecommunication networks: Energis (GTS Poland Sp. z o.o.)  
hereinafter „**Users**”.
  
2. Justpay allows the Partners to provide services with the use of:
  - a) **SMS Premium** – provides Users with the possibility of single, chargeable access to contents provided by Partner, based on a password received by the User after sending Premium SMS with a shortcode assigned to Partner; the cost of SMS sent by the User depends on the shortcode; the list of shortcodes for a particular country together with net (excl. VAT) and gross (incl. VAT) prices per 1 SMS is specified in § 3 of this Exhibit;
  - b) **MT Subscriptions** –provide the Users with the possibility of using SMS subscription, which comprise delivery of contents of particular kind on a regular basis to Users or ensuring constant access to services provided by Partner and the User pays for every received SMS (including SMS informing about the extension of access to a particular service) and receives SMS until a particular SMS subscription is deactivated; the cost of receipt of one SMS by the User under a subscription depends on the shortcode for which the subscription was activated by Partner; the list of shortcodes for a particular country together with net and gross prices per 1 SMS is specified in § 4 of this Exhibit;
  - c) **IVR Premium** - provides Users with the possibility of single, chargeable access to contents provided by Partner based on a password given during a call to the User upon call to IVR Premium number and entering a unique service ID assigned to Partner; the cost of the User's call depends on the Premium number; the list of Premium numbers together with net and gross prices per call, regardless of its duration, is set forth in § 5 of this Exhibit.

## **Partner's Representations and Obligations**

### **§2**

1. Partner agrees to:
  - a) provide services to Users while observing the rules of protection of Users required by law and telecommunication operators or providers of telecommunication services, including in particular rules set forth in the following acts: Act on protection of competition and consumers of 16 February 2007 (Journal of Laws of 2007, No. 50, item 331 as amended), Act on counteracting unfair market

practices of 23 August 2007 (Journal of Laws of 2007, No. 171, item 1206 as amended), Act on combating unfair competition of 16 April 1993 (Journal of Laws of 2003, No. 153, item 1503 – uniform text, as amended), Act – Telecommunication Law of 16 July 2004 (Journal of Laws of 2004, No. 171, item 1800 as amended) and the Act on providing e-services of 18 July 2002 (Journal of Laws of 2002, No. 144, item 1204 as amended).

2. Partner shall provide in all materials (e.g. informational, advertising materials, regardless of means of communication), wherein Premium number is placed, the following information:

**a) SMS Premium MO**

- i. actual gross price (incl. VAT) per connection with shortcode, except that in graphical materials:
  - The background of such information cannot obstruct or prevent the acknowledgement of the price;
  - The font size of the price cannot be smaller than 60% of the font size used for the number of the service;
  - The colour of font describing the fee shall be identical with the colour of the font used for Premium number and the fee shall be indicated directly next to Premium number,
- ii. link to the Partner's Rules of service (e.g. the rules available at Justpay website in FAQ) section; apart from standard clauses, it should contain the number of Partner's info-line. If Partner does not operate such info-line, Digital Virgo info-line +421 2 654 135 61 should be indicated,
- iii. name, address of seat office, email and website of Organiser,
- iv. Partner's email, whereto the User may lodge a complaint:
  - if no return SMS is received with message: [justpay@justpay.sk](mailto:justpay@justpay.sk)
  - in other cases: Partner's email.
- v. name of the entity performing the additional benefit

**b) MT Subscriptions**

- i. actual gross price (incl. VAT) for every Premium SMS received, except that in graphical materials:
  - The background of such information cannot obstruct or prevent the acknowledgement of the price;
  - The font size of the price cannot be smaller than 60% of the font size used for the number of the service;
  - The colour of font describing the fee shall be identical with the colour of the font used for Premium number and the fee shall be indicated directly next to Premium number,
- ii. information about maximum number of SMS received during a week, indicating the days and time when User shall receive SMS,
- iii. method of signing out of Justpay in a manner of free charge (for example: sending STOP command name of service – to a particular number),
- iv. name, address of seat office, email and website of Organiser,
- v. link to the Partner's Rules of service (e.g. the rules available at Justpay website in FAQ) section; apart from standard clauses, it should contain the number of Partner's info-line. If Partner does not operate such info-line, Digital Virgo info-line +421 2 654 135 61 should be indicated,
- vi. Partner's email, whereto the User may lodge a complaint:
  - if no return SMS is received with message: [justpay@justpay.sk](mailto:justpay@justpay.sk)
  - in other cases: Partner's email.
- vii. name of the entity performing the additional benefit

**c) IVR Premium**

- i. actual gross price (incl. VAT) per connection with Premium IVR number, except that in graphical materials:

- The background of such information cannot obstruct or prevent the acknowledgement of the price;
  - The font size of the price cannot be smaller than 60% of the font size used for the number of the service;
  - The colour of font describing the fee shall be identical with the colour of the font used for Premium number and the fee shall be indicated directly next to Premium number,
- ii. link to the Partner's Rules of service (e.g. the rules available at Justpay website in FAQ) section; apart from standard clauses, it should contain the number of Partner's info-line. If Partner does not operate such info-line, Digital Virgo info-line +421 2 654 135 61 should be indicated,
  - iii. name, address of seat office, email and website of Organiser,
  - iv. Partner's email, whereto the User may lodge a complaint:
    - if no return SMS is received with message: [justpay@justpay.sk](mailto:justpay@justpay.sk)
    - in other cases: Partner's email.
  - v. name of the entity performing the additional benefit

For avoidance of doubts as regards interpretation Digital Virgo states, that provide this information only in the rules of the service is insufficient. In case of breach of the above obligation, Digital Virgo has the right to impose on Partner a contractual penalty of EUR 1000 (in words: one thousand euro) for every proven case of breach. Partner shall pay the aforementioned contractual penalty within 7 days from delivery of a relevant debit note. The penalty may be deducted from the payout due to Partner. Payment of penalty does not affect the right of Digital Virgo to claim damages exceeding the amount of the penalty, on general principles.

3. Partner shall:

- a) not use Premium numbers to provide services, which are gambling in the understanding of the Act on gambling of 19 November 2009 (Journal of Laws of 2009, No. 201, item 1540 as amended). Partner represents that in particular Partner shall not use Justpay to organise own services, where:
  - i. access to particular contents is available to every "n" User,
  - ii. access to contents is obtained by a User chosen randomly among all persons sending SMS with a code to the service number,
  - iii. auction (bidding) mechanisms are applied (the lowest price),
  - iv. the winner is any person who sends SMS the closest to a particular hour,
- b) not use Premium numbers made accessible within the scope of Justpay for the purpose of organising any services of charitable character.

4. Partner represents that it shall strictly adhere to the obligations specified in this clause, arising out of the Code of Good Practices as regards the safe use of mobile telephones (hereinafter "Code of Good Practices" or "CoGP") set forth by telecommunication operators, which relates to services containing content unsuitable for persons below 18 years of age (e.g. erotic content, promoting alcoholic beverages, cigarettes) (hereinafter "**18+ Content**"). In performing the above, Partner shall:

- i. offer and provide access to +18 Content solely for Premium numbers intended for that purpose, in accordance with the guidelines of the operators,
- ii. neither offer nor provide access to +18 Content to Users who requested the operators to block access to +18 Content,
- iii. classify and evaluate the content of services delivered thereby in terms of their qualification for +18 Content category,

- iv. include in the rules of services information that a particular service offers access to +18 Content and mark the Partner's internet services as offering access to +18 Content, in particular by applying a transitional webpage informing that the service offers access to +18 Content and information about the required confirmation of age by the User
5. In performing the provisions of section 4 above, if services offering +18 Content are reported, Partner shall place in its own service a text informing about "Service available for adults only" and use shortcodes dedicated for access to +18 Content as stipulated in § 3 and § 4 of the Rules.

## Rules of Services

### SMS Premium (MO)

#### §3

1. To use SMS Premium (MO) the User shall send SMS with contents specified on Partner's website (or Partner's other materials) to one of the Premium numbers indicated in the table in section 6 below and on Partner's website.
2. In response the User shall receive SMS with an access code to Partner's service or other content prepared by Partner.
3. Detailed description of services shall be disclosed on Partners' websites.
4. To limit telecommunication frauds in Justpay limitations have been introduced as regards the number of SMS sent from one MSISDN number within a period of 24 hours. The limitation allows to send in any 24-cycle to a Premium number SMS at the value of no more than net PLN 100. SMS sent at a value greater than the said amount shall be considered as frauds for which Partner shall not receive any payouts. In specific cases the Service Provider may increase the limit at Partner's request.
5. The following shortcodes and relating rates are applied in Justpay:

Shortcodes		Price for SMS	
18- services	18+ services*	excl. VAT	incl. VAT
7055	70908	0,50 PLN	0,62 PLN
7136	71908	1,00 PLN	1,23 PLN
7255	72988	2,00 PLN	2,46 PLN
7355	73908	3,00 PLN	3,69 PLN
7455	Not available	4,00 PLN	4,92 PLN
7555	75908	5,00 PLN	6,15 PLN
7636	76908	6,00 PLN	7,38 PLN
77464	77908	7,00 PLN	8,61 PLN
78464	Not available	8,00 PLN	9,84 PLN
7936	79908	9,00 PLN	11,07 PLN
91055	Not available	10,00 PLN	12,30 PLN
91155	Not available	11,00 PLN	13,53 PLN
91455	Not available	14,00 PLN	17,22 PLN
91664	Not available	16,00 PLN	19,68 PLN
91955	91998	19,00 PLN	23,37 PLN
92055	Not available	20,00 PLN	24,60 PLN
92555	92598	25,00 PLN	30,75 PLN

- \* Depending on the purpose of the service, services are classified as generally accessible (18-) and services for adults (18+) with content relating to erotic, gambling, alcohols, cigarettes, medicine.

## Rules of using MT Subscription services

### §4

1. To use MT Subscription service (service activation) the User shall enter his/her phone number (MSISDN number) on Partner's website and thereafter:
  - a) send to one of the Premium numbers indicated in the table in section 4 below and on Partner's website a SMS with a password assigned to a particular Premium number as described in table below and on Partner's website; or
  - b) register on WWW (in GSM network, which allows for such registration) in accordance with the procedure specified on Partner's website. WWW registration – ordering service by entering on WWW the phone number and confirming it with a PIN code received. Depending on the operator, WWW registration shall result in direct service logging or an activation SMS must be sent (available only with chosen GSM operators, according to information provided with a particular service).
2. Detailed description of MT services (including information regarding contents that may be ordered within Partners' MT services or services which can be accessed due to Partners' MT services) shall be available on Partners' websites.
3. The User can order only those MT services, which are available within the mobile telephony network used by the User.
4. The User may activate or de-activate MT subscription by sending SMS with particular contents to the number indicated in the table below and on Partner's website:
  - a) Services intended for all Users:

Service name	Service activation SMS with contents:	Shortcode	Price per SMS received (excl. VAT / incl. VAT)	Frequency*
PAY	START PAY	60255	2,00 PLN / 2,46 PLN	3 x weekly • Mon, Wed, Fri approx. 14:00 hrs
JUST	START JUST	60255	2,00 PLN / 2,46 PLN	3 x weekly • Mon, Wed, Fri approx. 14:00 hrs
PAY	START PAY	60577	5,00 PLN / 6,15 PLN	1 x weekly Wed (approx. 14:00 hrs)
JUST	START JUST	60577	5,00 PLN / 6,15 PLN	1 x weekly Wed (approx. 14:00 hrs)
PAY	START PAY	60955	9,00 PLN / 11,07 PLN	1 x weekly Wed (approx. 14:00 hrs)
JUST	START JUST	60955	9,00 PLN / 11,07 PLN	1 x weekly Wed (approx. 14:00 hrs)

- b) Services intended for 18+ Users:

Service name	Service activation SMS with contents:	Shortcode	Price per SMS received (excl. VAT / incl. VAT)	Frequency*
PAY	START PAY	60498	4,00 PLN / 4,92 PLN	1 x weekly Wed (approx. 14:00 hrs)
JUST	START JUST	60498	4,00 PLN / 4,92 PLN	1 x weekly Wed (approx. 14:00 hrs)

\*the first chargeable SMS with the content shall be received by the User immediately upon registration with a particular service.

5. On subscription activation attention should be given to the space bar, which must be placed between START and SERVICE NAME, for example: START PAY.
6. As soon as the subscription is ordered, the User shall received the ordered content on days and at hours as specified in the table above or in the description of a particular MT service until the subscription is deactivated.
7. MT service deactivation is possible at any time by sending SMS with content: STOP SERVICE NAME (e.g. STOP PAY) to the same Premium number to which the activation SMS was sent by the User.
8. When ordering access to MT service, the User agrees to receive messages with the ordered content at frequency and in hours indicated in these Rules and on Partner’s website.
9. To use the Service the User must have his/her mobile phone for which he/she ordered the service switched on at the time, when the message is expected in accordance with the rules.
10. The following fees shall be charged for subscription services:
  - a) Fee for sending a START SMS and STOP SMS for MT Service is equal to the fee for a standard SMS in a telecommunication network of the operator according to the pricelist offered to the User (in PLUS network START SMSM and STOP SMS are free of charge). The START SMS and STOP SMS may be sent only from the phone of the User ordering or deactivating a particular service;
  - b) The User shall be charged with a fee for receipt of every MT message sent to him/her within SMS MT and the fee depends on the shortcode used within SMS MT service. The table below presents applicable rates:

Shortcodes		Price per SMS received	
18- service	18+ content*	excl. VAT	incl. VAT
60255	Not available	0,50 PLN	0,62 PLN
Not available	60498	1,00 PLN	1,23 PLN
60577	Not available	2,00 PLN	2,46 PLN
60955	Not available	3,00 PLN	3,69 PLN

\* Depending on the purpose of the service, services are classified as generally accessible (18-) and services for adults (18+) with content relating to erotic, gambling, alcohols, cigarettes, medicine.

12. The fee for download or receipt of contents by the User is charged through the telecommunication operator.
13. Fees shall be charged by way of debiting the User’s telephone bill (in case of subscription phones) or deduction of a relevant sum against the User’s account (in case of pre-paid phones).

## IVR Premium

### §5

1. To use IVR Premium service the User shall call one of the shortcode indicated in the table in section 4 below and on Partner's website.
2. Upon start of the call, the User shall enter the 5-digit service number indicated on Partner's website.
3. The access code to the service shall be read to the User three times.
4. The code should be entered by the User as indicated by the Partner to receive the ordered service.
5. The cost of the call is fixed and does not depend on its duration.
6. The following IVR Premium numbers and relating rates are applied with Justpay:

Voice number	Price per connection	
	excl. VAT	incl. VAT
704004664	0,58 PLN	0,71 PLN
704104664	1,16 PLN	1,42 PLN
704204664	2,03 PLN	2,50 PLN
704304664	3,19 PLN	3,92 PLN
704404664	4,06 PLN	4,99 PLN
704504664	5,22 PLN	6,42 PLN
704604664	8,12 PLN	9,99 PLN
704704664	10,15 PLN	12,48 PLN

## Settlements

For SMS Premium and MT subscription

### §6

1. Payouts (Partner's share in income from Premium SMS and MT subscription services) for Partners are specified in the table below:

Monthly Partner's turnover (excl. VAT)	Payout for Partner (excl. VAT)	Payout for Partner (incl. VAT)	Example SMS tariff (net/gross)	Example rate for Partner (net/gross)
From 0 PLN	50 %	61,5 %	1,00 PLN / 1,23 PLN	0,50 PLN / 0,615 PLN
From 100 000 PLN	negotiable			

- The payout is identical for every SMS tariff.
- The payout for Partner depends on the accomplished total net monthly turnover generated by Partner for all his numbers (e.g. 100 SMS for PLN 9 = net turnover of PLN 900).



For IVR Premium

2. Payouts (Partner's share in income from Premium IVR) for Partners are specified in the table below:

Voice number	Price per connection		Payout for Partner for stationary phone calls (excl. VAT)		Payout for Partner for mobile phone calls (excl. VAT)	
	excl. VAT	incl. VAT	%	PLN	%	PLN
704004664	0,58 PLN	0,71 PLN	65%	0,38 PLN	Not available	Not available
704104664	1,16 PLN	1,42 PLN	65%	0,75 PLN	Not available	Not available
704204664	2,03 PLN	2,50 PLN	65%	1,32 PLN	Not available	Not available
704304664	3,19 PLN	3,92 PLN	65%	2,07 PLN	55%	1,75 PLN
704404664	4,06 PLN	4,99 PLN	65%	2,63 PLN	55%	2,23 PLN
704504664	5,22 PLN	6,42 PLN	65%	3,40 PLN	55%	2,87 PLN
704604664	8,12 PLN	9,99 PLN	65%	5,28 PLN	55%	4,47 PLN
704704664	10,15 PLN	12,48 PLN	65%	6,60 PLN	55%	5,58 PLN

## **Exhibit no.3 (of 13.05.2016) to Justpay Rules regarding specific terms of operation in the Czech Republic**

### **General Information**

#### **§1**

1. Partners may provide services specified in section 2 below to users or subscribers of telecommunication networks: Vodafone Czech Republic a.s, Telefónica O2 Czech Republic, a.s., T-Mobile Czech Republic a.s., hereinafter „**Users**”.
2. Justpay allows the Partners to provide services with the use of:
  - a) **SMS Premium** – providing Users with the possibility of single, chargeable access to contents provided by Partner, based on a password received by the User after sending Premium SMS with a shortcode assigned to Partner; the cost of SMS sent by the User depends on the shortcode; the list of shortcodes for a particular country together with net and gross prices per 1 SMS is specified in § 3 of this Exhibit.

### **Partner’s Representations and Obligations**

#### **§2**

1. Partner shall provide on websites, wherein Partner’s SMS services are offered the following information:
  - a) Service available within GSM network: Vodafone Czech Republic a.s, Telefónica O2 Czech Republic, a.s., T-Mobile Czech Republic a.s.
  - b) gross price for SMS sent to a particular Premium number;
  - c) information about the proprietor, i.e. at least company name and email;
  - d) link to service rules,
  - e) procedure regarding complaints reported by Users.

### **Settlements**

#### **§3**

1. Payouts (Partner’s share in income from Premium SMS) for Partners are indicated in table below. The following shortcode and relevant rates apply in Justpay (with classification into 18- services and 18+ services). Payment is charged for every SMS received:

<b>SMS numbers (18- services)</b>	<b>SMS numbers (18- services)</b>	<b>SMS price (excl. VAT)</b>	<b>SMS price (incl. VAT)</b>	<b>Payout (excl. VAT)</b>	<b>Rate (excl. VAT)</b>
9070903	Not available	2,48 CZK	3,00 CZK	30%	0,74 CZK
9070910	Not available	8,26 CZK	10,00 CZK	36%	2,98 CZK
Not available	9093030	24,79 CZK	30,00 CZK	43%	10,66 CZK
9070939	Not available	32,23 CZK	39,00 CZK	41%	13,21 CZK
Not available	9093040	33,06 CZK	40,00 CZK	47%	15,54 CZK
9070950	9093050	41,32 CZK	50,00 CZK	50%	20,66 CZK
9070979	9093079	65,29 CZK	79,00 CZK	52%	33,95 CZK
9070999	9093099	81,82 CZK	99,00 CZK	54%	44,18 CZK

## **Exhibit no.4 (of 13.05.2016) to Justpay Rules regarding specific terms of operation in Germany**

### **General Information**

#### **§1**

1. Partners may provide services specified in section 2 below to users or subscribers of telecommunication networks: T-Mobile, Vodafone, E-Plus, O2, Talkline, MobilCom, Debitel, hereinafter „Users“.
2. Justpay allows the Partners to provide services with the use of:
  - a) MT billing – ensuring for the Users the possibility of single, payable access to contents provided by the Partner and the User pays for every SMS received in response to SMS sent by the User to a free number with a particular message; the list of shortcodes together with net and gross price per for 1 SMS is specified in § 3 hereof.

### **Partner’s Representations and Obligations**

#### **§2**

1. Partner shall provide on websites, wherein Partner’s SMS services are offered the following information:
  - a) service available within GSM network: T-Mobile, Vodafone, E-Plus, O2, Talkline, MobilCom, Debitel
  - b) gross price for SMS sent to/received by a particular Premium number,
  - c) information about the proprietor, i.e. at least company name and email,
  - d) link to service rules,
  - e) procedure regarding complaints reported by Users.

### **Settlements**

#### **§3**

1. Payouts (Partner’s share in income from Premium SMS) for Partners are indicated in table below. The following shortcode and relevant rates apply in Justpay (with classification into 18- services and 18+ services). Payment is charged for every SMS received:

<b>SMS number</b>	<b>SMS price excl. VAT</b>	<b>SMS price incl. VAT</b>	<b>Payout excl. VAT</b>	<b>Rate excl. VAT</b>
63000	0,41 EUR	0,49 EUR	50%	0,21 EUR
	0,83 EUR	0,99 EUR	50%	0,42 EUR
	1,25 EUR	1,49 EUR	50%	0,63 EUR
	1,67 EUR	1,99 EUR	55%	0,92 EUR
	2,09 EUR	2,49 EUR	55%	1,15 EUR
	2,51 EUR	2,99 EUR	55%	1,38 EUR
	2,93 EUR	3,49 EUR	55%	1,61 EUR
	3,35 EUR	3,99 EUR	55%	1,84 EUR
	4,19 EUR	4,99 EUR	55%	2,30 EUR

## **Exhibit no.5 (of 13.05.2016) to Justpay Rules regarding specific terms of operation in the Romania**

### **General Information**

#### **§1**

1. Partners may provide services specified in section 2 below to users or subscribers of telecommunication networks: Orange, Vodafone, Cosmote, hereinafter „**Users**”.
2. Justpay allows the Partners to provide services with the use of:
  - a) **SMS Premium** – providing Users with the possibility of single, chargeable access to contents provided by Partner, based on a password received by the User after sending Premium SMS with a shortcode assigned to Partner; the cost of SMS sent by the User depends on the shortcode; the list of shortcodes for a particular country together with net and gross prices per 1 SMS is specified in § 3 of this Exhibit.

### **Partner’s Representations and Obligations**

#### **§2**

1. Partner shall provide on websites, wherein Partner’s SMS services are offered the following information:
  - a) Service available within GSM network: Orange, Vodafone, Cosmote.
  - b) gross price for SMS sent to a particular Premium number;
  - c) information about the proprietor, i.e. at least company name and email;
  - d) link to service rules,
  - e) procedure regarding complaints reported by Users.

### **Settlements**

#### **§3**

1. Payouts (Partner’s share in income from Premium SMS) for Partners are indicated in table below. The following shortcode and relevant rates apply in Justpay. Payment is charged for every SMS received:

<b>SMS numbers (18- services)</b>	<b>SMS price (excl. VAT)</b>	<b>SMS price (incl. VAT)</b>	<b>Payout (excl. VAT)</b>	<b>Rate (excl. VAT)</b>
1285	0,50 EUR	0,62 EUR	42%	0,210 EUR
1401	0,90 EUR	1,12 EUR	42%	0,378 EUR
1417	1,50 EUR	1,86 EUR	42%	0,630 EUR
1404	2,00 EUR	2,48 EUR	42%	0,840 EUR
1415	3,00 EUR*	3,72 EUR	42%	1,260EUR

\*The SMS price for Orange Carrier is 2,95 excl. VAT (3,66 incl. VAT)

## **Exhibit no.6 (of 13.05.2016) to Justpay Rules regarding specific terms of operation in the Hungary**

### **General Information**

#### **§1**

1. Partners may provide services specified in section 2 below to users or subscribers of telecommunication networks: T-Mobile, Telenor, Vodafone, hereinafter „**Users**”.
2. Justpay allows the Partners to provide services with the use of:
  - a) **SMS Premium** – providing Users with the possibility of single, chargeable access to contents provided by Partner, based on a password received by the User after sending Premium SMS with a shortcode assigned to Partner; the cost of SMS sent by the User depends on the shortcode; the list of shortcodes for a particular country together with net and gross prices per 1 SMS is specified in § 3 of this Exhibit.

### **Partner’s Representations and Obligations**

#### **§2**

1. Partner shall provide on websites, wherein Partner’s SMS services are offered the following information:
  - a) Service available within GSM network: T-Mobile, Telenor, Vodafone.
  - b) gross price for SMS sent to a particular Premium number;
  - c) information about the proprietor, i.e. at least company name and email;
  - d) link to service rules,
  - e) procedure regarding complaints reported by Users.

### **Settlements**

#### **§3**

1. Payouts (Partner’s share in income from Premium SMS) for Partners are indicated in table below. The following shortcode and relevant rates apply in Justpay. Payment is charged for every SMS received:

<b>SMS numbers (18+/18- services)</b>	<b>SMS price (excl. VAT)</b>	<b>SMS price (incl. VAT)</b>	<b>Payout (excl. VAT)</b>	<b>Rate (excl. VAT)</b>
0690641642	125,98 HUF	160,00 HUF	45%	56,69 HUF
0690444200	200,00 HUF	254,00 HUF	45%	90,00 HUF
0690643643	400,00 HUF	508,00 HUF	45%	180,00 HUF
0690888200	600,00 HUF	762,00 HUF	45%	270,00 HUF
0690888300	800,00 HUF	1016,00 HUF	45%	360,00 HUF
0690647047	1000,00 HUF	1270,00 HUF	45%	450,00 HUF
0690888400	1600,00 HUF	2032,00 HUF	45%	720,00 HUF
0690649001	4000,00 HUF	5080,00 HUF	45%	1800,00 HUF
0690641642	125,98 HUF	160,00 HUF	45%	56,69 HUF

# **Exhibit no.7 (of 13.05.2016) to Justpay Rules regarding specific terms of operation in France**

## **General Information**

### **§1**

1. Partner`s service may be used by users or subscribers of telecommunication networks: Orange, SFR, Bouygues, hereinafter „**End Users**”.
2. Justpay allows the Partners to provide services with the use of:
  - a) MT billing – ensuring for the End Users the possibility of single, payable access to contents provided through Justpay and the End User is charged for every SMS received in response to SMS sent by the End User to a free number with a particular message; the list of shortcodes together with net and gross price per for 1 SMS is specified in § 3 hereof.

## **Partner`s Representations and Obligations**

### **§2**

1. Partner shall provide on websites, wherein SMS content services are offered the following information:
  - a) service available within GSM network: Orange, SFR, Bouygues,
  - b) gross price for SMS sent to/received by a particular Premium number,
  - c) standard SMS price is added to the cost of SMS Premium,
  - d) information about the proprietor, i.e. at least company name and email,
  - e) link to service rules,
  - f) procedure regarding complaints reported by Users (email).

## **Settlements**

### **§3**

1. Payout (Partner`s share in income from Premium SMS) for Partners is indicated in table below. The following shortcode and relevant rates apply in Justpay. Payment is charged for every SMS received:

<b>SMS numbers (18- services)</b>	<b>SMS price (excl. VAT)</b>	<b>SMS price (incl. VAT)</b>	<b>Payout (excl. VAT)</b>	<b>Rate (excl. VAT)</b>
81789	1,25 EUR	1,50 EUR	55%	0,69 EUR
81029	1,67 EUR	2,00 EUR	55%	0,92 EUR
81090	2,51 EUR	3,00 EUR	55%	1,38 EUR
83737	3,34 EUR	3,99 EUR	55%	1,84 EUR
83020	3,76 EUR	4,50 EUR	55%	2,07 EUR

# **Exhibit no.8 (of 13.05.2016) to Justpay Rules regarding specific terms of operation in Lithuania**

## **General Information**

### **§1**

1. Partner`s service may be used by users or subscribers of telecommunication networks: Omnitel, Tele2, Bite, hereinafter „**End Users**”.
2. Justpay allows the Partners to provide services with the use of:
  - a) **MT billing** – ensuring for the End Users the possibility of single, payable access to contents provided through Justpay and the End User is charged for every SMS received in response to SMS sent by the End User to a free number with a particular message; the list of shortcodes together with net and gross price per for 1 SMS is specified in § 3 hereof.

## **Partner’s Representations and Obligations**

### **§2**

1. Partner shall provide on websites, wherein SMS content services are offered the following information:
  - a) Service available within GSM network: Omnitel, Tele2, Bite,
  - b) gross price for SMS received by a particular Premium number,
  - c) information about the proprietor, i.e. at least company name and email,
  - d) link to service rules,
  - e) procedure regarding complaints reported by End Users (email).

## **Settlements**

### **§3**

1. Payout (Partner’s share in income from Premium SMS) for Partners is indicated in table below. The following shortcode and relevant rates apply in Justpay:

<b>SMS numbers (18+ / 18- services)</b>	<b>SMS price (excl. VAT)</b>	<b>SMS price (incl. VAT)</b>	<b>Payout (excl. VAT)</b>	<b>Rate (excl. VAT)</b>
1337	0,83 LTL	1,00 LTL	40%	0,33 LTL
	1,65 LTL	2,00 LTL	44%	0,73 LTL
	2,48 LTL	3,00 LTL	46%	1,14 LTL
	4,13 LTL	5,00 LTL	47%	1,94 LTL
	5,79 LTL	7,00 LTL	48%	2,78 LTL
	8,26 LTL	10,00 LTL	49%	4,05 LTL

# **Exhibit no.9 (of 13.05.2016) to Justpay Rules regarding specific terms of operation in Latvia**

## **General Information**

### **§1**

1. Partner`s service may be used by users or subscribers of telecommunication networks: LMT, Tele2, Bite, hereinafter „**End Users**”.
2. Justpay allows the Partners to provide services with the use of:
  - a) **MT billing** – ensuring for the End Users the possibility of single, payable access to contents provided through Justpay and the End User is charged for every SMS received in response to SMS sent by the End User to a free number with a particular message; the list of shortcodes together with net and gross price per for 1 SMS is specified in § 3 hereof.

## **Partner’s Representations and Obligations**

### **§2**

1. Partner shall provide on websites, wherein SMS content services are offered the following information:
  - a) Service available within GSM network: LMT, Tele2, Bite,
  - b) gross price for SMS received by a particular Premium number,
  - c) information about the proprietor, i.e. at least company name and email,
  - d) link to service rules,
  - e) procedure regarding complaints reported by End Users (email).

## **Settlements**

### **§3**

1. Payout (Partner’s share in income from Premium SMS) for Partners is indicated in table below. The following shortcode and relevant rates apply in Justpay:

<b>SMS numbers (18+ /18- services)</b>	<b>SMS price (excl. VAT)</b>	<b>SMS price (incl. VAT)</b>	<b>Payout (excl. VAT)</b>	<b>Rate (excl. VAT)</b>
1897	0,30 LVL	0,36 LVL	35%	0,11 LVL
	0,64 LVL	0,78 LVL	38%	0,24 LVL
	0,81 LVL	0,99 LVL	39%	0,32 LVL
	2,12 LVL	2,12 LVL	40%	0,85 LVL



# **Exhibit no.10 (of 13.05.2016) to Justpay Rules regarding specific terms of operation in Estonia**

## **General Information**

### **§1**

1. Partner`s service may be used by users or subscribers of telecommunication networks: EMT, Elisa, Tele2, hereinafter „**End Users**”.
2. Justpay allows the Partners to provide services with the use of:
  - a) **SMS Premium** – providing End Users with the possibility of single, chargeable access to contents through Justpay, based on a password received by the End User after sending Premium SMS with a shortcode assigned to Partner; the cost of SMS sent by the End User depends on the shortcode; the list of shortcodes for a particular country together with net and gross prices per 1 SMS is specified in § 3 of this Exhibit.

## **Partner’s Representations and Obligations**

### **§2**

1. Partner shall provide on websites, wherein SMS content services are offered the following information:
  - a) Service available within GSM network: EMT, Elisa, Tele2,
  - b) gross price for SMS sent to a particular Premium number,
  - c) information about the proprietor, i.e. at least company name and email,
  - d) link to service rules,
  - e) procedure regarding complaints reported by End Users (email).

## **Settlements**

### **§3**

1. Payout (Partner’s share in income from Premium SMS) for Partners is indicated in table below. The following shortcode and relevant rates apply in Justpay:

<b>SMS numbers (18+ /18- services)</b>	<b>SMS price (excl. VAT)</b>	<b>SMS price (incl. VAT)</b>	<b>Payout (excl. VAT)</b>	<b>Rate (excl. VAT)</b>
1311	0,27 EUR	0,32 EUR	50%	0,14 EUR
13011	0,53 EUR	0,64 EUR	55%	0,29 EUR
15330	0,80 EUR	0,96 EUR	55%	0,44 EUR
13013	1,33 EUR	1,60 EUR	57%	0,76 EUR
13015	2,08 EUR	2,49 EUR	59%	1,23 EUR
13017	2,67 EUR	3,20 EUR	60%	1,60 EUR

# **Exhibit no.11 (of 13.05.2016) to Justpay Rules regarding specific terms of operation in Spain**

## **General Information**

### **§1**

1. Partner`s service may be used by users or subscribers of telecommunication networks: Movistar, Vodafone, Orange, Yoigo hereinafter „**End Users**”.
2. Justpay allows the Partners to provide services with the use of:
  - a) MT billing – ensuring for the End Users the possibility of single, payable access to contents provided through Justpay and the End User is charged for every SMS received in response to SMS sent by the End User to a free number with a particular message; the list of shortcodes together with net and gross price per for 1 SMS is specified in § 3 hereof.

## **Partner`s Representations and Obligations**

### **§2**

1. Partner shall provide on websites, wherein SMS content services are offered the following information:
  - a) "Service available within GSM network: Movistar, Vodafone, Orange, Yoigo,
  - b) gross price for SMS received by a particular Premium number,
  - c) standard SMS price is added to the cost of SMS Premium,
  - d) information about the proprietor, i.e. at least company name, address of seat office, registration number or tax number and email,
  - e) link to service rules,
  - f) procedure regarding complaints reported by End Users (email, Spain customer support number).

## **Settlements**

### **§3**

1. Payout (Partner`s share in income from Premium SMS) for Partners is indicated in table below. The following shortcode and relevant rates apply in Justpay (with classification into 18- services and 18+ services). Payment is charged for every SMS received:

<b>SMS numbers (18-/18+ services)</b>	<b>SMS price (excl. VAT)</b>	<b>SMS price (incl. VAT)</b>	<b>Payout (excl. VAT)</b>	<b>Rate (excl. VAT)</b>
25516	1,20 EUR	1,45 EUR	50%	0,60 EUR
35221	2,00 EUR	2,42 EUR	50%	1,00 EUR
35301	3,00 EUR	3,63 EUR	52%	1,56 EUR
35499	5,00 EUR	6,05 EUR	52%	2,60 EUR
35685	6,00 EUR	7,26 EUR	52%	3,12 EUR