

Terms of Use

1. GENERAL NOTE AND RELEASE

- 1.1** This agreement and terms of use (the "Agreement") is made between you (the "User") and Onebip S.R.L. ("Onebip"). This Agreement sets forth the terms and conditions that shall apply to the services provided by Onebip in favor of the User. The User is invited to carefully read this Agreement, as well as Onebip's Privacy Policy (the "Privacy Policy") before registering and / or using the services provided by Onebip (the "Service").
- 1.2** By submitting any kind of information to Onebip, either by accessing or registering to www.onebip.com (the "Website") or using the Service, the User agrees to accept, and be bound by, all the terms and conditions set forth under this Agreement and the Privacy Policy, including any change, amendment and/or integration, which Onebip, in its sole and exclusive discretion, may implement, from time to time, to the Agreement and/or the Privacy Policy. If the User does not expressly accept and agree with the terms and conditions set forth under this Agreement, Privacy Policy and any further law and regulation from time to time applicable, the User shall not be authorized to access and/or register and/or use the Service, or any part of it.

2. USER'S COMPLIANCE WITH THIS AGREEMENT

- 2.1** By accessing and registering to the Website or using the Service, the User represents to be of the age legally required in their jurisdiction to duly, validly and effectively execute this Agreement. In any case, the User must be at least eighteen (18) years old or have parental/ legal guardian's consent and approval to execute this Agreement, access and register to the Website and use the Service.
- 2.2** The User further represents and warrants that they are not in any way prevented – under applicable laws of their jurisdiction – from receiving the Service.
- 2.3** By executing this Agreement, the User irrevocably undertakes to comply with all local laws and regulations regarding online behavior and expressly acknowledges that Onebip makes no representation and/or warranty that any of the Services or any information transmitted via, or used for, the Service, is lawful under any jurisdiction outside those in which the activities run by Onebip, and/or the Services themselves, are made available to the Users.
- 2.4** For the sole and exclusive purpose of verifying the compliance of each User to this Agreement, the Privacy Policy and any applicable law and regulation, Onebip shall reserve its right, but not the obligation, to monitor Users' transactions and use of the Service.

3. THE SERVICE

- 3.1** Should the User register to the Website and / or otherwise use the Service, Onebip shall provide the User, subject to the terms and conditions set forth in the Agreement, the Privacy Policy, and any applicable law and regulation, with access to an account (the "Onebip Account") which the User will be able to manage from any PC or mobile phone and which enables the User to (i) acquire virtual goods and services through his/her mobile phone credit directly on websites of the third party merchants which use Onebip as a payment solution ("Merchants"), (ii) obtain constant real-time overview of their activity, through a snapshot of all the transactions performed, edit their profile, add mobile phones to their list of enabled phones, amongst other features, and (ii) access Onebip's

customer service, for any issues encountered during any transaction performed (collectively, the “Service”).

- 3.2** The User may also perform a transaction on the website of a Merchant using Onebip but without registering to the Website. The present Terms and Conditions, as well as the Privacy Policy are fully applicable to such use.
- 3.3** Onebip shall, at all times, keep the User’s funds accounted separately from its own corporate funds, and shall in no event use any User’s funds for its own purposes, including operating expenses or corporate purposes, and will not voluntarily make such funds available to its creditors in the event of bankruptcy or for any other purpose.
- 3.4** The User expressly acknowledges that: (i) Onebip is not a bank, or any other similar financial service provider and (ii) Onebip is not acting as a trustee, fiduciary or escrow with respect to any User’s fund processed during a Service with all the relevant and connected limitation of responsibility as provided by the applicable laws and regulations. Onebip acts only as an Internet and mobile service provider.
- 3.5** The User furthermore expressly acknowledges and agrees that all transactions performed with the Onebip Account must be performed through the Merchant websites and with the sole intent of acquiring virtual goods or services supplied by such Merchants. Users may not use the Onebip Account as a virtual wallet and / or as a mean to otherwise deposit mobile phone credit – even if for only a short period. Onebip expressly reserves the right to withhold – and never to reimburse – any sums which are transferred by Users to the Onebip Account for any purposes other than the acquisition by the User himself of virtual goods or services from a Merchant or which are have been transferred in any manner other than through the acquisition flow provided for in the Merchants’ websites.
- 3.6** User is aware, and expressly acknowledges and accepts, that the Service is rendered by Onebip through electronic means, with the use of several types of heterogeneous networks with different characteristics and different technical capacities which may be saturated from time to time and that certain networks and technical services may be based on specific agreements with reduced access, and that therefore Onebip cannot guarantee quality, reliability, updates and security of the Services.

4. ACCESS TO THE ONEBIP ACCOUNT AND USE OF THE SERVICES

- 4.1** The Onebip Account is associated to the personal mobile number specifically designated by the User at the moment of his/her registration and may not be transferred by the User to any third party, person or entity.
- 4.2** The User shall take good care and custody of the personal mobile device and shall be in any case liable for the use of the Onebip Account and the Services made by any third party which has been granted access to and used the Onebip Account and the Service.
- 4.3** The User is only entitled to access the Onebip Account and use the Service for lawful purposes and pursuant to the terms and conditions of this Agreement, the Privacy Policy and any other law and regulation from time to time applicable.
- 4.4** User’s access to the Onebip Account and use of the Service may be unilaterally suspended or interrupted at any time for various reasons, including, without limitation, the malfunctioning of

technical equipment, periodic updating, maintenance or repair of the Website, or decided by Onebip, at its sole discretion. Onebip reserves the right to suspend or discontinue the availability of the Website and the Service, and/or any portion or feature of them, at any time at its sole and exclusive discretion and without prior notice.

4.5 The Service shall be available for, and accessible by, all compatible mobile devices on the carriers indicated in Onebip's payment pages only, for each specific country.

5. REGISTRATION PROCEDURE

5.1 Access to the Service. The following are the minimum requirements to be met by the User in order to register to the Website and use the Service:

- User must have a mobile communications agreement with a participating carrier or otherwise have access to a mobile communications network with regard to which Onebip enables the processing of transactions.
- User is responsible for the compatibility of any equipment and software he uses with the Website and the Service; for example, User must use a compatible mobile device that is in working order and suitable for use in connection with the Service.
- Following a transaction performed with his/her mobile phone credit, User must pay the price requested for the content he/she purchased and any other costs associated with the mobile communications' subscription (for instance, all standard messaging fees charged by the mobile service provider).

5.2 Registration Data. Upon registration to and use of the Service, User shall (i) provide true, accurate and complete information ("Registration Data"), (ii) maintain and promptly update the Registration Data so that they are true, accurate, current and complete at any time, and (iii) not disclose their Registration Data nor otherwise assign or transfer their Onebip Account, or rights associated with it, to any third party, person or entity. Neither Onebip nor any third party provider shall be responsible for verifying User's Registration Data. The sole and exclusive responsible for the correctness, accuracy and completeness of the Registration Data shall be the User.

Onebip shall, at its own sole discretion, determine the appropriate and required means of identification for using the Service, and shall have the right to decide to limit User's Registration Data to a mobile telephone number.

Should Onebip suspect that a User's Registration Data may be untrue, inaccurate or incomplete, or that the Onebip Account is being used by any third party other than the registered User, Onebip shall have the right to temporarily suspend or terminate the specific User's Account and any Service in progress at the time, and may refuse to provide any suspended or terminated User with any other Service (or any portion thereof) in the future.

User expressly acknowledges and agrees that Onebip shall rely on the Registration Data to send Users important communications, information and notices regarding the status of the Onebip Account and of the Service, as further set forth in the Privacy Policy. Onebip shall have no liability associated with, or arising from, User's failure to maintain accurate Registration Data, including, but not limited to, User's failure to receive critical information about the Onebip Account and the Service status.

5.3 Username and Password. User shall be required to obtain a unique username and password, in order to view and manage their Onebip Account. User hereby expressly acknowledges and agrees that Onebip shall be entitled to process all Onebip Account transactions, including, without limitation, registration for additional Services that are requested by the User through the insertion of their username and password. User must keep their username and password secret and confidential, may not disclose such data to any third parties, and must immediately notify Onebip of any unauthorized access to their Onebip Account. Notwithstanding the foregoing notification, User expressly acknowledges and agrees that they shall be solely and exclusively responsible for any unauthorized activities, charges and/or liabilities incurred as a result of an improper and unauthorized use of the User's username and password, and that in no event shall Onebip be held liable for any unauthorized or improper use, or misuse, of such data.

6. INTERRUPTION OR DISCONTINUATION OF THE SERVICES

6.1 Onebip shall have the right, at any time and from time to time, to modify, suspend, discontinue or permanently cancel the Service, or part of it, with or without notice to the User. If the Service, or any part of it, is permanently discontinued or cancelled, Provider shall be entitled to permanently cancel the User's registration without any form of notice.

7. TERMINATION OR CANCELLATION OF A SUBSCRIPTION AND / OR OF THE SERVICE

7.1 If the User subscribes to receive digital contents on a recurrent basis through the Service, they have the right to terminate and cancel any such subscription by contacting the customer service through the following link: <http://my.onebip.com/support/contact>.

7.2 User agrees that Onebip, at its sole discretion, may immediately terminate any subscription or the provision of the Service as a whole in case of breach by the User of either this Agreement, the Privacy Policy or violation of any applicable law and/or regulation or if Onebip reasonably believes that User has violated, or acted inconsistently with, this Agreement the Privacy Policy or any applicable law and/or regulation. Onebip shall have the right to not refund any fees paid by the User in case of termination and cancellation of the subscription, the Onebip Account or Service due to User's breach of this Agreement, the Privacy Policy or any applicable law and/or regulation.

8. INTELLECTUAL PROPERTY RIGHTS – VIOLATION OF LAW

8.1 User shall not be authorized to use the name Onebip, or any other trademarks, URLs or website domain names owned and/or operated by Onebip, or Onebip's graphics, logos, page headers, button icons, scripts, and service names are copyrights, service marks, trademarks and/or trade dress of Onebip, or of any companies of the same group throughout the world (collectively, the "Proprietary IP"), without the prior express written permission of Onebip, which permission may be withheld at Onebip's sole discretion.

8.2 Onebip makes no proprietary claim with regard to any third-party names, trademarks or service marks appearing on the Website or on any website owned and/or operated by a third-party provider. Any third-party names, trademarks, and service marks are property of their respective owners.

9. COMMUNICATIONS

9.1 By registering for or using the Service, User expressly agrees to receive any communications from Onebip regarding the provision of such Service through electronic means. Although Onebip may choose to communicate with any User using other contact details provided as User's Registration Data, Onebip may also communicate with the User only via electronic means such as email, text messaging, SMS, MMS, WAP, BREW and other means of mobile content delivery, or by posting notices on the Website. User expressly agrees that all agreements, notices, disclosures and other communications sent by Onebip by through electronic means, fully satisfy any legal requirement of being made in writing.

10. LIMITATION OF LIABILITY

10.1 Onebip, and any companies of the same group including parent companies, sister companies, direct or indirect subsidiaries, directors, employees, agents or commercial partners, shall never be liable for lost profits or any special, incidental, consequential or punitive damages arising out of, or in connection with the Website, the Service provided, or this Agreement (however arising, including negligence). If the jurisdiction of a specific User does not allow for the exclusion or limitation of such damages, the above limitation or exclusion shall not apply to such User.

10.2 Onebip shall only be liable in the event of gross negligence and willful misconduct.

10.3 Any Onebip liability, or any companies of the same group, directors, employees, agents and commercial partners, towards the User or any third party, is in any circumstance limited to the amounts effectively paid by the User for and in connection with Service.

10.4 Without prejudice to the above, and/or any other provision set forth herein, Onebip and any companies of the same group, directors, employees and agents shall not be responsible for any violation and/or activity that does not pertain to the Service provided or that goes beyond the scope of the intended use of the Service as described herein. Merchants and any other third parties shall remain fully and solely responsible for complying with any international or national laws and regulations, as well as commercial practices and/or contractual undertakings, as applicable, in relation to any content, service, download, software and other data and information viewable on, contained in, or downloadable in their own websites.

11. GENERAL INFORMATION

11.1 If any arbitrator or court of competent jurisdiction deems any portion of this Agreement and the Privacy Policy unlawful, void or unenforceable, the Agreement and the Privacy Policy, as a whole, shall not be deemed unlawful, void or unenforceable, but only that specific portion which shall be stricken.

11.2 The headings contained in this Agreement and in the Privacy Policy are for convenience of reference only, are not to be considered a part of this Agreement and the Privacy Policy, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement and the Privacy Policy.

11.3 No waiver of any portion of this Agreement and the Privacy Policy shall be effective unless it is in writing and signed by an authorized representative of both parties. The failure of Onebip to require performance of any obligation of this Agreement and of the Privacy Policy shall not affect Onebip's right to enforce any provision of this Agreement, and of the Privacy Policy at a subsequent time, and

the waiver of any rights arising out of any breach shall not be construed as a waiver of any rights arising out of any prior or subsequent breach.

11.4 All covenants, undertakings, disclaimers, limitations, representations and warranties made in this Agreement and in the Privacy Policy, as may be amended by Onebip from time to time, shall survive your acceptance of this Agreement, the Privacy Policy or any applicable rules, the termination of your use of the Service, and the termination of any subscriptions you had entered into by means of the Service.

11.5 If you have questions, comments, concerns or feedback, please contact us:

by email: support@onebip.com; or

by post: Onebip S.R.L., Attn: Customer Service - Via Gustavo Fara, 28 – 20124 Milan, Italy

12. This Agreement, the Privacy Policy and any other rules disclosed by Onebip, each as amended from time to time, represent the entire understanding and agreement between the User and Onebip regarding the subject matter thereof, and supersede all other previous agreements, understandings and/or representations regarding the same.

13. DISPUTE

13.1 This Agreement and the Privacy Policy are regulated by the laws of Italy. Any dispute, claim, challenge, litigation, controversy pertaining to the relationship between Onebip and the User, when not settled in a friendly manner, shall be decided by the court with jurisdiction over User's place of residence, if located in Italy. If User is not resident in Italy, any controversies shall be settled by the Courts of Milan.