



General Terms of use of the services provided by Mobile Solution Srl to own Customers

ARTICLE 1 - DEFINITIONS

"MS" is Mobile Solution S.r.l., currently with operating office in via Melzo n.12, 20129 Milan.

"Skebbby.com" is MS the Internet website through which the Customer buy the Services.

"Website" is the Internet website www.skebbby.com.

"Service" is the free service SMS Skebbby 0cent and the paid for service SMS Classic and Basic, best described in the Internet website www.skebbby.com

"Receive SMS service" is the payment service that MS provides to client owner of VAT numbers to receive messages from third parties, best described in the Internet website www.skebbby.com.

"Software" is the MS application that MS authorizes the Customer to download only to use SMS Skebbby 0cent and SMS Classic and Basic Services and within the limits of the same ones, and that it must be installed on Mobile Device to allow the use of the Services from Mobile device service or on Computer (through client or application web-based) for the use of the services through Web.

"Customers area" is the section of the Internet Website www.skebbby.com dedicated to every Customer and accessible through customer username and password.

"Operations" are the Sign up, the Activation, the Execution of an Order, the Signing of the Contract or the Single Contract of Supply, the Payment of the Amount Due; they are performed through the connection to the Internet WebSite, via computer or mobile telephony devices.

"Sign up" is the registration that the customers carry out and that it confers the right to access the Skebbby services as indicated in the Internet Website and offered by MS. In particular allows to make use directly of the free service SMS Skebbby 0cent mentioned in this contract. The registration is mandatory to ask for a Activation request and to be able to access to the chargeable "Classic and Basic SMS" service. The registration required the acceptance of the privacy policy and the acceptance of the terms of use.

"E-mail address " is the email address specified from the Customer during the Sign up.

"Activation" is the procedure through which the Customer communicates to MS, through the necessary transmission of the Activation request, some data for the Contract and/or Single Contract for Supply execution.

"Activation Request" is the request made by the customer to MS for the activation of "SMS Classic and Basic service".

"Customer" is whoever uses the "SMS Skebby 0cent service" and who performs under his own name, the Activation of the Service SMS Classic and Basic formulating an Order directly to MS to buy credit for the use of SMS Classic and Basic service, according to the procedures mentioned in the these Terms of use. Customer is also who carries out under his own name the Activation for the SMS Classic and Basic service and buys credit for SMS Classic and Basic service by another customer or by a Merchant, through the transfer of the credit from these parties previously paid to MS. This contract does not deal with the relationships between MS and subjects that buy the Services when performing a professional activity to resell them (Merchants).

"Customer Number" is the number provided by the mobile network operator eventually communicated by the customer during the Sign up process or with the Activation Request or automatically obtained by MS, that identifies the same Customer.

"Confirmation of the Customer Number" is an alphanumeric code inserted in the WebSite by the Customer in answer to a SMS sent by MS to the Customer to verify the customer number communicated by the Customer itself; such a number could also be automatically verified from MS during the operations of download and installation of the Software that is during the Activation procedure.

"Customer Numbers" are the numbers provided by mobile network operator communicated by the customer to MS and from which the customer will be able to send the SMS through top-up of SMS credit.

"Account" is the identification of the Customer, uniquely associated to the customer name and password chosen by the Customer during the Sign up and to the Customer Number communicated or verified automatically by MS.

"Terms of use" are the present conditions that deal with the relationships between Customers and MS with reference to the performance of the SMS Skebby 0cent, SMS Classic and Basic and Receice SMS services and the Single Contract of Supply signed between customer and MS for the purchase of credit to use SMS Classic and Basic service.

"Contract" is this contract, containing the Terms of use.

"Single Contract of Supply" are the individual agreement executed between the Customer and MS concerning the purchase of credit to use SMS Classic and Basic service, signed according to these Terms of use and in compliance with the conditions as mentioned in the Commercial Offer.

"Message" is the message sent through SMS system by the customer to the final recipient taking advantage of the Services.

"Package of Messages" is the credit for the performance of the SMS Classic and Basic service for the delivery of Messages from time to time obtained by the Customer, as mentioned in the Commercial Offer.

"Commercial Offer" is the details of the offer of MS to its own customers, containing description of the Messages Package, the indication of the Amount Due and the single cost of the Messages accessible on the Internet Website. The prices mentioned in the Offer are applicable exclusively for the purchase of credit for SMS Classic and Basic service by the customer directly from MS. The commercial offer is also the provision from MS to its clients of subscription conditions for the "Receive SMS Service", with the indication of the service duration and the compensation required..

"Order" is the request, performed by the Customer to MS, to buy a specific Package of Messages and consequently of the Single Contract of Supply agreement. The Order is forwarded by the Customer through a click on the Order button.

"Amount Due" is the amount that the Customer is required to pay to MS with the finalization of Single Contract of Supply according to the Commercial Offer, that vary according to the Package of Messages bought.

"Costs of the Service" are the costs of the delivery of the Messages, analytically indicated in the commercial offer.

"Costs of Connection" are the costs of the data transfer, requested by every mobile network operator to the Customer, in case the latter chooses to send the Messages through the MS application from own Mobile Device. Such costs are integrally paid by the Customer and they are not verified by MS.

"D.Lgs. 70/2003" are Legislative Decree, 9th April 2003, number 70, entitled Performance of the Directive 2000/31/CE related to some legal point of view about the services of the company of the information in the home market, with detailed reference to the electronic commerce.

"D. Lgs. 196/2003" is Legislative Decree, 30 June 2003, number 196, entitled Code of protection of the personal data.

"D.Lgs. 206/2005" September 2005 is Legislative Decree 6, number 206, entitled Code of the consumption, in compliance with Article 7 of the law 29 July 2003, n. 229.

"D.Lgs n. 7/2007" is the Legislative Decree 31, January 2007, number 7 entitled urgent Measures for the protection of the consumers, the promotion of the competition, the development of economic activities and the birth of new enterprises.

"Law/s" is the law in effect in the Italian State.

"SMS - Short Message Service", is the system that allows to send the Messages.

"Terminal/s Mobile/s" is any device in a position to being connected to Internet, to receive and to send SMS, like, just an example, a mobile phone.

PART 1

ARTICLE 2 - FUNCTIONING OF SENDING SMS SERVICE

2.1 These Terms of use deal with the relationships between Customers and MS with reference to the performance of the SMS Skebby 0cent and SMS Classic and Basic services and discipline the performance of the services from MS to own Customers who carry out an Order through the Internet Website or they buy credit the SMS Classic and Basic service from other Customer or from a Merchant, except in these cases the application of subsequent article 3 and the other provisions specifically excluded.

2.2 MS supplies to own Customers a support Software for the delivery of Messages to Mobile Devices that allow the Customers to send Messages from own Mobile Device or from own personal computer to others Mobile Devices.

2.3 The features of the Services are listed in detail in the Commercial Offer, that can be accessed and reviewed on the Internet Website, that form an integral and substantial part of this Contract.

2.4 The use of the Service requires: (i) to complete of the procedure of Sign up by the Customer; (ii) the download and installation by the Customer of the Software on own Mobile Device; for the SMS Classic and Basic service only also (iii) to complete the procedure of Activation by the Customer, with payment of the una tantum Cost of Activation (iv) the delivery of the Order by the Customer (v) the payment of the Amount Due for the paid credit (vi) the reception by MS of the Confirmation of successful Payment of the Amount Due.

2.5 The steps mentioned in the precedence point 2,4, whose completion is necessary for the use of the Service, must be considered specified in the following way: (i) Completion of the Sign up procedure by the Customer: MS supplies own Services exclusively to the Customers who have completed the procedure of Sign up. The procedure of Sign up entitles the customer to access the Services and require the communication to MS of certain data as specified in the Commercial Offer as well as the acceptance of the Privacy Policy. Also the acknowledge and acceptance statement is requested for these Terms of use; (ii) Software Installation on Mobile Device: in case the Customer takes advantage of own Mobile Device, for an example a mobile phone, for the use of the Services; (iii) To Complete the procedure of Activation by the Customer: the Customer, that has already completed the Sign up, as a result of the Activation Request, is required to insert further data needed for the invoicing of the Services mentioned in this Contract, to pay the related Cost of Activation related to the cost of first activation requested una tantum. The amount of such Cost of Activation is specified in the General Offer- The Activation is executed during the first purchase order of credit for the Service SMS Classic and Basic; (iv) Delivery of the Order by the Customer: the

Customer delivers to MS own Order for the purchase of credit to use SMS Classic and Basic service; (v) Payment by the Customer: the Customer performs the payment of the Amount Due for the use of SMS Classic and Basic service as own Order and eventually payment of the Cost of Activation, in the event in which the customer has not performed the Activation previously. The payment can be performed exclusively through means of payment indicated on MS website; (vi) Receipt from MS of the Confirmation of executed Payment: MS receives the Confirmation of the Payment from own financial partner that testifies of the amount paid by the Customer to MS for SMS Classic and Basic service being credited.

2.6 The Single Contract of Supply between MS and the Customer are agreed in the moment in which MS receives, by means of electronic procedure, both the Order of the Customer and the Confirmation of executed payment. The order sent by the Customer will be binding for MS only if the entire procedure indicated to Articles 2.4 and 2.5 before will be completed regularly and in the correct way, without the highlighting from the Internet Website of any type of error messages, for all the length of such procedure, until to the delivery of the Order.

2.7 At the moment of the agreement of the Single Contract of Supply made between MS and the Customer, MS sends to the Customer by e-mail to the E-mail Address or by SMS with web links (i) the summary, containing the detailed indication of the amount paid by the Customer, the form of payment chosen by the customer, the exclusion of the right of Refusal of the Contract and applicable taxes if any (ii) one copy in electronic format of this Terms of use and (iii) the invoice for the Services, registered to the Customer or to a different name indicated by the Customer, filled with the data specified by the Customer during the Activation (within thirty days from the agreement of the contract) as well as other receipt document of payment allowed from the regulations in force on fiscal issue . Such rule does not apply if the Customer buys SMS credit for the performance of SMS Classic and Basic service from another Customer, according to what provided by the subsequent Article 6.9 or from a Merchant.

2.8 Whenever the Customer buys credit for SMS Classic and Basic service from another Customer or from a Merchant, the use of the Service requires: i) the obtainment/download and installation of the software on Mobile Devices or on the Computer, ii) the Sign up of the Customer; iii) The completion the procedure of Activation by the Customer; iv) The payment to MS from the Merchant or by from the grantor Customer of the relative Amount Due to the credit paid from the grantor Customer, quantified Amount due according to the prices specified in the Commercial Offer published on the Internet Website; v) the communication to MS of the granting of the credit to the use of SMS Classic and Basic service from the Merchant or from the Grantor Customer.

2.9 The Services are available for use starting from the execution of each Single Contract of Supply, until the Package of Messages paid by the Customer lasts. If the Customer buys credit for the use of SMS Classic and Basic service from a Merchant or from another Customer, the service will be available, as soon as, as result from a communication to MS performed by the Merchant or by the grantor Customer, the credit, for the use of the SMS Classic and Basic service, will be deducted from the account of the Merchant or from the grantor Customer and transferred on to the receiving Customer account.

2.10 At any moment the Customer will be able to know the amount of the credit balance accessing with own username and password to the restricted Customer area on the Internet Website or also directly through the application installed on the Mobile Device. The amount of the credit owed to the Customer decrease as this latter send SMS using the SMS Classic and Basic service. During the delivery of every Message, the Customer can choose if to make visible to the recipient of the Message its own User Number, and this involves different costs for the Service. In merito alla personalizzazione del messaggio con proprio numero o stringa alfanumerica il Cliente garantisce MS circa il fatto che l'uso di detta stringa alfanumerica per l'effettuazione del servizio secondo quanto previsto dalle presenti Condizioni Generali di Contratto non costituisce violazione di diritti di terzi e, segnatamente, ma non esclusivamente, di diritti di proprietà intellettuale o industriale, impegnandosi a manlevare la stessa MS da qualsivoglia pretesa, perdita, indennizzo, esborso a titolo risarcitorio o di retroversione degli utili e spese legali derivante dalla contestazione ovvero dall'accertamento in sede giudiziale o extragiudiziale di eventuali violazioni.

2.11 The Customer is advised that the possibility to make his phone Number visible to the recipients of the Messages is made possible exclusively from the mobile network operators and therefore is away from MS control. The Customer therefore accepts that the offer of such service from MS is subordinated to the underlying offer from the mobile network operators: the Customer accepts therefore that such service can be eliminated or modified from MS in case it is eliminated or modified by the mobile network operators.

2.12 The authorization to send paid Messages is assigned only to the Account specified at the time of Sign up, except as provided in the subsequent art. the 6 bis, and to the User Numbers communicated to MS and there specified. The Customer has the chance to change the User Number of specified in own Account and identifying the same Customer; for every change of number the user will have to confirm the Number of inserted Customer or however to allow to MS to verify it automatically.

2.13 The Package of Messages prepaid by the Customer through the Order does not have expiration and cannot be refunded to the Customer, except in the cases mentioned in Article 5 that follows.

ARTICLE 3 - AMOUNT DUE - COSTS OF THE SERVICES

3.1 The payment of the Amount Due is requested for the execution of the Single Contract of Supply and consequently for the Access to the Services. To every Customer will be requested to pay an "una tantum" cost when completing the procedure of Activation, as a Cost of Activation of the account the first time, as indicated in the Commercial offer.

3.2 The Customer will be able to perform the payments due only through the indicated method of payment on the Internet Website.

3.3 The Amount Due for the purchase of the Packages of Messages is indicated in the Commercial offer, with specification of the unit cost of each message.

3.4 MS will be able to modify the indicated Costs of the Service in the Commercial offer, prior communication via email to the Customer. The date of effectiveness of the modification will have to be at least 7 days after the date of MS communication. Any Order performed before this date will be dealt with the terms and rules previously in force.

3.5 The Customers who use the Services through Mobile Device will sustain the Costs Connection required by their own mobile network operators integrally. Such costs are different according to the mobile network operator own rate plan and where the Customers are, in their own country or when they roam abroad. The Customers are recommended to find out about the Costs of Connection of their own mobile network operators. MS does not know such costs and deny any responsibility in the event that the mobile operators modify such costs. The Customers who use the Services without a Mobile Device will integrally sustain the related costs of the access to Internet and the technical instruments necessary to use the Service.

3.6 The cost of the Confirmation Message for the verification of the Customer Number and the Customer Numbers who is sent to the Customer is indicated in the Commercial offer.

3.7 Those registered to the area of the site named "Customers/Distributors" will be allowed to purchase at special conditions set forth in the Commercial Offer for this category of Customers. Registration to this area is not permitted to individuals under the age of 18 and to holders of VAT numbers.

3.8 This article is not applied to the performance of the "SMS Skebby 0cent" service.

ARTICLE 4 - LIMITATION OF RESPONSABILITY OF MS

4.1 The Customer acknowledges and accepts the fact that the Services distributed from MS depend upon the operation of services managed by other operating agencies as for example the supplier of electric power, supply of telephones services and operation of electronic equipment.

4.2 Furthermore the Customer acknowledges and accepts the fact that, according to what described in the Article 4,1 before, occasionally may occur inefficiency when forwarding the Messages due to the malfunctioning of services not managed by MS but required for the use of the Services, which, e.g. interruptions or suspensions of supplies of the electric power, interruptions, suspensions or malfunctioning of the telephone services, of GSM networks or of the Internet services, missing availability or blockage of the service or of PBX of mobile network operators or of the used of a gateways. As far as possible, MS will try to limit the effect of such inefficiency on the Services and, if possible, to warn own Customers if those problems arise

4.3 The Customer acknowledges and accepts, according to what provided by Articles 4,1 and 4,2 mentioned before, that the Services cannot be used in the cases in which the Customer needs to have the certainty of the delivery of the Messages to the recipients or rather in the cases in which a delay in the delivery of the Messages may cause any type of damage and the Customer commits therefore not to use the Services in such circumstances.

4.4 MS does not guarantee the provisioning of the Services in cases due to circumstances beyond its control or for fortuitous case, as properly for example, political-social unrest or natural events

4.5 The Customer acknowledges and accepts the fact that occasionally MS performs electronic operations of maintenance on own servers and equipment. In case MS was forced to interrupt the service to carry out such operations, it will use any efforts to contain the period of interruption and/or malfunctioning of the Services. The Customer also aware and accepts the fact that Software and applications provided from MS are subject to the ordinary defective state of every Software and its application, with exoneration of responsibility of MS for any direct or indirect damage or loss of data resulting from such cause.

4.6 The missing, delayed or defective distribution of the Services or for the loss or corruption of data resulting from one of the circumstances mentioned in the points 4,2, 4,3, 4,4 and 4,5 before, do not force MS to refund or to recognize to the Customer or to any third party any compensation for the eventual suffered damages.

4.7 The possibility to access to the Services is subordinated to the availability of the customer of a Mobile Device compatible with the software offered by MS and more exactly of the necessary technology for the use of the Services or rather the execution of the operations required from the performance (for example, but not exclusively, data communication to MS), as specified in the Commercial offer MS will not be held responsible for refunding or compensating of the damage, for any reason, in the hypothesis in which the Customer does not have such equipment or rather the impossibility to make use of means however necessary for the performance of the Service and the execution of the operations required from the performance and this cause the impossibility to use, or however to use without malfunctioning, of the Services.

4.8 In case of the purchase of credit for "SMS Classic and Basic" service from another Customer or from a Merchant, MS will not be responsible for the damages deriving from the missing or delaying availability of the service because of the missing or delaying communication of the credit transfer to the same MS by the grantor Customer or by the Merchant.

4.9 Every guarantee and every responsibility of MS are expressly excluded, except what provide by the law in force.

ARTICLE 5 - TERMINATION

5.1 MS has the right to terminate the Contract at any time, without obligation to indicate the reasons and/or to pay any penalty. In case MS exercises own right of termination, it will inform the Customer via e-mail to own email Address at least 10 days before from the date of termination.

5.2 The Customer will be able to terminate the Contract with registered letter A/R to MS, via Melzo n.12, 20129 Milan. The termination will have effect from the date of reception of the

registered letter by MS. MS will not recognize any refund for the eventual amount of credit not used at the date of effectiveness of the termination.

ARTICLE 6 - OBLIGATION, PROHIBITION AND RESPONSIBILITY OF THE CUSTOMER

6.1 The Customer undertakes to protect under maximum level of privacy and not to transfer or communicate to third party its own username and password and the Customer is the sole responsible for the safety of them. The Customer will be therefore responsible of the damages caused by the knowledge or the use of its username and password by any third party.

6.2 The Customer declares that the data of its own Profile as indicated at the time of Sign up and Activation are true and undertakes to maintain constantly updated such data, included own E-mail Address and the number of mobile phone.

6.3 MS does not have access the content of the Messages sent from the Customers neither withholds copy of the content of the Messages sent from the Customers and it is not authorized to supply copy of it. Under request for the Judicial authority he will be able to provide the relative data of the telephone traffic, of which to Article 132 of D. Lgs. 196/2003, that, however, do not include the content of the same Messages. The Customer is the only responsible of any information transmitted by means of the Services and the content of the Messages. According to Article 14 of the D.Lgs. 70/2003, MS is not in charge of any information transmitted by the Customers neither of any automatic, intermediate and temporary memorization of such information, that it is performed only to render the subsequent forwarding more effective to the recipients. The regulations mentioned in letters from a) to e) of codicil 1, Article 15 of the D.Lgs. 70/2003 are respected. MS does not perform activity of hosting.

6.4 If the Customer expressly requests and authorizes MS for this purpose to be able to make use of specific services of recording and searching of the sent messages, the same MS will store the content of Messages SMS, and the Customer will be able to access by entering in its Customer Area.

6.5 The Customer undertakes not to use the services or to break the Law and/or to transmit any type of material that is against the Laws, the public order, the good custom, or rather threatening Messages, insulting or offensive content, that put themselves in violation of the rights of third party, that are blasphemic, that they incite to break the Laws or that they are actions to cause damages to third party.

6.6 The Customer obligates him/herself not to use the Services for the transmission or diffusion of pieces of material or material covered from copyright, except expressed written consent by the holder of the right.

6.7 The Customer undertakes not to use the Services to send Messages to telephones numbers with specific rates or premium and for the delivery of not requested advertising, spamming, phishing, SMS bombing or equivalent actions and/or to send Messages to telephone numbers of users who do not have any relationship with the Customer. The Client

undertakes to use the services in compliance with the terms as described in the Commercial Offer.

6.8 The Customer obligates him/herself not to use the Services to: - violate the security or to bring otherwise damage to the archives, their Mobile Devices, devices for the transmission of data and computer; - violate the confidentiality and privacy of other Customers or any third party, reading or intercepting communications addressed to them; - to compromise the operation of the telephone lines and the devices that are connected to them, through the use of applications bound to this actions(virus, Trojan horses, etc.).

6.9 The behaviors specified to the previous points can constitute crimes and so they may be punished according to law in force.

6.10 The Customer declares that the own data provided at the time of Sign up and Activation are true and refer to the same Customer. MS does not verify the authenticity and the correctness of the data provided by the Customer: no contractual or extra-contractual responsibility will apply to MS as a result of the incorrectness of the same data. The Customer declares expressly that the Customer Number communicated belong to it and free MS from any responsibility and risk integrally, according to the article 6.13 that follows, in the event that such declaration is not true. In case the Customer, at the time of sign up or during Activation, communicates data that do not allow the emission of a receipt or an invoice, if the invoicing is taxed from the enforced fiscal laws, as an example evidently fake or invented, MS will have the right to suspend the Service until when the Customer does not send to MS the corrected data to enable for invoicing.

6.11 The Customer undertakes not to access the Services through applications or different methods from those managed directly from MS and from the one officially approved for use.

6.12 The Customer accepts that, in case of controversy risen with reference to material transmitted through the use of the Services, MS will have the faculty to suspend the Services until when such controversy will be resolved, remaining explicitly excluded the MS obligation to perform any refund or compensation to the Customer for the missing use of Services from the Customer during the period of suspension.

6.13 The Customer will quickly inform MS within 10 days from the acquaintance of the fact of any malfunctioning of the Service as well as of every pretension, dispute or procedure started from third party relatively to the Services mentioned in this Contract whose the Customer happens to know. The Customer will be in charge of the consequent damages for the delay of such communication.

6.14 MS will not be responsible for the case in which the violation by the Customer of the clauses mentioned in this Article cause damages to the Customer or to third party. The Customer commits to refund and to keep MS safe against every responsibility, damages or loss and, therefore, to pay to MS an equal amount to any payment, loss, passivity, obligation, pretension, lacks and expense, also legal, deriving in all or partially and however connected to the violation from the Customer of one of the regulations mentioned in this Article 6, to continuation, e.g., of denunciations, legal action, governmental or administrative acts.

ARTICLE 7 - GRANT OF CREDIT ORIGINATED FROM SINGLE CONTRACTS OF SUPPLY

7.1 MS provides own consent for the granting of a whole or partial of the credit for the use of the "SMS Classic and Basic" service paid under a previous Contract of Supply executed according to this Terms of use, subject to Sign up and Activation procedure from the credit grantee mentioned in the previous article 2. The consent to the credit granting is lend exclusively in favor of Customers older than 18 years.

7.2 The whole or partial granting of credit is not permitted between Distributor customers, as specified in paragraph 3.7 herein.

7.3 As a result of the completion from the grantee of the procedure of Activation, to the grantor could be recognized a reduction in price on the Amount due of the credit for the use "SMS Classic and Basic" service subsequently purchased as eventually communicated in the Commercial offer on the Internet Website. Such reduction in price will be recognized a single time, in occasion of the first granting, with consequent Activation of a new paying customer.

PART II

ARTICLE 8 – OBJECT – "RECEIVE SMS SERVICE"

8.1 MS undertakes to make available to the Customer, upon closure of the Service Supply Contract and subject to the indication on the website www.skebby.com regarding the availability of telephone numbers to be used for the supply of the service, a dedicated and exclusive telephone number, the use of which it will acquire directly and at its own expense from suppliers of its choice, for the Customer to receive SMS messages sent to said number from third parties at the cost specified in the price plan of their own mobile network operator.

8.2 For services provided as part of an all-inclusive flat rate subscription, the Customer may request the availability of said telephone number for a minimum period of 6 months up to a maximum period of 24 months, on a renewable basis. This renewal will take place upon Mobile Solution's confirmation of acceptance of the Customer's request, and at the conditions set forth in the Commercial Offer published on the website www.skebby.com at time of renewal. For pay as you go services, the phone number will be made available following an initial purchase of credit for an amount equal to "minimum credit" as defined by the Commercial Offer and for the number of months specified therein, starting from the date of purchase. This availability will be extended with each subsequent purchase in a single solution of credit for an amount equal to "minimum credit" as defined by the Commercial Offer, for the number of months specified therein, starting from the date of this subsequent purchase.

8.3 For the duration of the validity period of the Supply Contract, MS undertakes to set up and maintain the technical means necessary to forward the messages sent to the Client on the dedicated number, to the e-mail address or to a URL, to be specified by the Customer within the dedicated User Area upon entering into the Contract or at a later date.

8.4 The service mentioned in points 8.1-8.3 above may also be provided, upon the Customer's request, through a non-exclusive phone number, when the Customer purchases a "keyword" which, when inserted at the beginning of text messages sent from third parties, will identify the Customer for whom the message is intended, for the purposes of forwarding the message as described in point 8.3 above; MS undertakes, upon entering into the Service Supply Contract and subject to the indication on the website www.skebby.com, to make non-exclusive phone numbers available to the Customer to be used for the supply of this service.

8.5 Upon the Customer's request, the service described in point 8.3 above may also be provided in relation to SMS messages received by the Customer on a dedicated number the use of which has been independently procured and subsequently maintained by the Customer himself, all subject to the conditions and limitations set forth in the articles below.

8.6 MS undertakes to allow the Customer to specify telephone numbers from which he does not wish to receive SMS messages, and to set up the technical means necessary to block messages sent from those numbers.

8.7 MS undertakes not to assign the dedicated telephone number specified in the Supply Contract to third parties other than the Customer, for a period of 30 days from the expiry of said contract, without prejudice to the deactivation, for the same period, of the forwarding service for messages to the Customer which received on said number. In the case of a pay as you go service, this deactivation will take place even if the Customer has outstanding credit at the expiry date, except in the circumstances described in point 8.2 above.

9. CUSTOMER'S OBLIGATIONS

9.1 The Customer is required to pay the sums set forth in the Commercial Offer published on the website www.skebby.com, for the services purchased.

9.2 In the case described in paragraph 8.3 above, the Customer assures MS of the fact that the use of the "keyword" purchased to carry out the service as set forth in these General Terms of Use is not a violation of third party rights and, notably but not exclusively, of intellectual or industrial property rights, undertaking to hold harmless MS from any claim, loss, indemnity, compensatory expenditure or repayment of profits and legal expenses deriving from the dispute or examination of alleged violations in or out of court.

9.3 In the case of MS providing the services outlined in paragraph 8.3 of article 8 herein, in relation to SMS messages from third parties sent to a telephone number activated independently by the Customer as described in paragraph 8.5 of the same article, the Customer himself will be responsible for maintaining the availability of said number and for purchasing the credit necessary for operating the SMS delivery service. The Customer will also be responsible for any other fees which are unconnected to the operation of the service itself, which is the responsibility of MS.

10. AMOUNTS DUE

10.1 The services described in article 8 above are supplied by MS under an all-inclusive flat rate formula, with start date from the date MS receives the Customer's payment for the amount indicated in the Commercial Offer according to the chosen service and to the duration of the services required.

10.2 The Customer's payment of the sum mentioned in paragraph 10.1 above entitles the Customer to receive an unlimited number of forwarded messages for the validity period of the Supply Contract. MS will undertake to deliver said messages to the Customer's e-mail address or URL, as set forth in article 8 above.

10.3 The services described in article 8 above are also supplied by MS in a pay as you go formula, with validity from the date of receipt of the Customer's payment of the Amount as specified in the Commercial Offer for forwarding messages sent to a dedicated or shared number to the Customer's e-mail address or URL, or for forwarding to said e-mail or URL messages sent to a telephone number which has been independently activated and maintained by the Customer.

10.4 The payment mentioned in paragraph 10.3 entitles the Customer to the message forwarding service for the number of text messages indicated in the Commercial Offer, according to the amount of credit purchased.

11. WITHDRAWAL

11.1 MS may withdraw from the Supply Contract with the Customer if the Supplier of the dedicated and/or shared telephone number described in paragraphs 8.1 and 8.4 above withdraws from the contract drawn up with MS itself concerning the availability of said number.

11.2 In the case mentioned in paragraph 11.1 above, MS undertakes to notify the Customer in writing, at the e-mail address indicated by the Customer for correspondence between the parties, of its withdrawal from the Contract within 3 working days from receipt of the Supplier's statement of withdrawal, and to maintain the service in favor of the Customer for the duration of any advance notice period which the Supplier's withdrawal may be subject to. MS will inform the Customer of the duration of said notice period, bearing in mind, in this case, the Customer's right to withdraw from the Supply Contract with immediate effect, a right to be exercised subject to written notice sent to MS within 3 working days of receipt of communication of the advance notice period.

11.3 Should MS exercise its right to withdrawal as set forth in paragraph 11.1 above, the Customer will have the right to the reimbursement of the remaining amount of the Consideration for the all-inclusive flat rate service for each day of service not used, or, for services provided on a pay as you go basis, to be reimbursed for any unused credit for receiving SMS. Should the Customer exercise the right to immediate withdrawal as set forth in the last section of paragraph 11.2 above, he will have the right to the above reimbursements, minus any costs borne by MS to pay the Supplier the fees due for services made available during the notice period and not used by the Customer.

11.4 MS will have the right to withdraw, without prior notice and without liabilities other than the reimbursements as set forth in paragraph 11.3 above, from the Supply Contract in the all-inclusive flat rate formula as described in paragraph 8.1 above, when the Supplier of the dedicated or shared phone number changes the fees for providing the number itself and for receiving SMS messages to such an extent that, due to such price changes, the Consideration paid by the Customer to MS for the service becomes lower than the sum that MS is required to pay the Supplier, increased by 20%, notwithstanding the Customer's option to maintain said service upon payment of a proportionately increased amount.

11.5 The weighting of the price increase by the Supplier, for the purposes described in paragraph 11.4, is calculated with reference to the Amount paid by the Customer for the entire period the Customer has chosen to use MS's services.

11.6 In the case mentioned in paragraph 11.4 above, MS undertakes to inform the Customer of its withdrawal within 3 working days of receiving the Supplier's notice of price changes, and of the new Amount requested, should the Customer choose to maintain the service active under the conditions described in the final section of paragraph 11.4 above.

11.7 MS will have the right to withdraw, without prior notice and without liabilities other than the reimbursements as set forth in paragraph 11.3 above, from the Supply Contract in the pay as you go formula as described in paragraph 8.1 above, when the Supplier's price for receiving SMS messages on the dedicated or shared phone number increases to such an extent that, due to such price changes, the Amount paid by the Customer to MS for the service becomes lower than the sum that MS is required to pay the Supplier, increased by 20%, notwithstanding the Customer's option to maintain said service upon payment of a fee increased by a proportionate amount. The condition included in paragraph 11.6 above regarding notification to the Customer also applies in this case. Without prejudice to the right to withdrawal, MS undertakes to maintain the service to the Customer active under the agreed conditions until the day on which the new prices decided by the Supplier enter into force.

11.8 Should MS withdraw from the Supply Contract pursuant to paragraphs 11.4 and 11.7 above, the Customer will be entitled to the reimbursements described in paragraph 11.3.

11.9 Aside from the cases described above, MS will in any case have the right to withdraw, subject to 3 months written notice, from the Supply Contract entered into with the Customer, without prejudice to the latter's right to reimbursement as described in paragraph 11.3.

11.10 The Customer has the right to withdraw, subject to 3 months written notice, from the Supply Contract entered into with MS, in which case the Customer shall not be entitled to any reimbursement from MS.

12. LIABILITY

12.1 MS assumes no liability for the Customer's failure to receive SMS messages sent to a dedicated or shared number or to any number used for the purposes of this service, in which regard the Supplier of the dedicated or shared number shall be held solely responsible,

whether the contract with said Supplier was entered into with MS or directly with the Customer.

12.2 The provisions set forth in article 4, concerning the functioning of the technical means and software used by MS to supply the service, also apply to the Supply Contract for the Receive SMS Service.

12.3 MS assumes no liability for improper use by third parties of the service for sending SMS messages to the Customer, which is the object of this Contract.

PART III - COMMON CLAUSES

ARTICLE 13 - STATEMENT FORMER 52 ART. LEGISLATIVE DECREE 6 SEPTEMBER 2005, NUMBER 206 AND FORMER 7 ART. LEGISLATIVE DECREE 9 2003, NUMBER 70

13.1 It is stated that, in case the Customer uses the Services for purpose different from the business or professional activity eventually performed, are applied the regulations mentioned in the D.Lgs. the 206/2005 and therefore regulations mentioned in the Article.

13.2 Provider of the Services is Mobile Solution S.r.l., with operating office in via Melzo n.12, 20129 Milan and legal office in via Pietro Mascagni n. 14 20122 Milan, tax identification number/left Vat: 03020690131, number of registration to the Registry of the Enterprises of Milan: 03020690131, REA number: ME 1877553, email: support@skebby.com.

13.3 The costs of Activation and the Services are showed on the Internet Website.

13.4 These Terms of use, could anytime be reviewed, stored and electronically printed through the access of the Customer to his/her own Account.

13.5 In any case, It is stated that code 3 of Article 65 of the D.Lgs. 206/2005 provides that, in the event in which the lender of the service has complied with the information obligation mentioned in the article 52, codicil 2, letter f) and 53 of same the Decree, the consumer has right of termination of the contract within 90 days from the agreement to the contract.

ARTICLE 14 - COMMUNICATIONS - CLAIMS - REQUESTS OF TECHNICAL SUPPORT

14.1 Every communication according to this contract, and any claim with respect to the Services will have to be sent to MS through an email to the address: support@skebby.com. Every request of technical support will have to be forwarded, exclusively by email to the e-mail address: support@skebby.com.

ARTICLE 15 - PROPERTY OF THE SOFTWARE - AUTHORIZATION TO THE USE

15.1 The Software is exclusive property of MS, that authorizes the Customer to download it and to use it, free of charge for the use of the SMS Skebby 0cent and, after the payment of

the amount due mentioned in the previous art. 2, of the SMS Classic and Basic service. Such authorization will be cancelled after the resolution or the termination for any reason of this contract. Therefore it is made expressed prohibition to the SMS Classic and Basic Customer, who takes charge of this obligation in such sense, to copy or to transfer the Software or, however, to allow the use from third party free of charge or paid title. It's expressly prohibited the reproduction, also partial as well as any use of the Software different from the one allowed from this Contract.

15.2 If the possibility mentioned in the art. 6,1 come true, the prohibition to allow to third party the use of the Software is waved to the single aims of the transfer of contracts, and on condition that the third party whose such use is allowed, regularly performs the procedure of Sign up and Activation with MS.

ARTICLE 16 - PROMOTION

16.1 The Customer shall, following the Effective Date, permit MS to: (i) prepare and publish a case study on the Customer's implementation of MS offerings; (ii) identify the Customer as a MS customer in MS's press releases (subject to the Customer's reasonable review and approval of any such release); and (iii) use the Customer's logo in MS customer listings, and agree to act as a customer or industry analyst reference (up to a maximum of three telephone calls or interviews).

ARTICLE 17 - EXPRESSED RESOLUTION CLAUSE

17.1 This Contract will be legally terminated as provided by art. 1456 of Civil Code in the case of violation from the Customer and as provided by the previous Article nr. 6.

ARTICLE 18 - COMPETENCE

18.1 The Customer and MS agree that the Governing Law this Agreement, and all matters arising out of or relating to this Agreement, shall be governed by and interpreted in accordance with the laws of Italy without regard to their conflicts of law principles. Any dispute, conflict or controversy arising from, relating to, or in connection with this Agreement shall be resolved by the Court of appropriate jurisdiction located in Milan (Italy).