

# Tyche Corp

## General Terms and Conditions of Use

### Card type : « Consumer Cards »

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**VERY IMPORTANT** : Please, read these General Terms and Conditions of Use carefully before activating and / or using your Card.

By activating and / or using your Card, You accept these general terms and conditions of use unreservedly.

**BETWEEN :**

**US :**

- **TYCHE CORP SASU**, with the capital of € 1 000, Registered address in France : 182 Avenue de la californie, 06200 Nice, Company Number : 921 943 247 R.C.S. Nice hereinafter also referred to as **“the Programme”**;
- **E-Pay Space SAS Company**, with the share capital of 350 000 €, Registered address : 25, rue Tiphaine – 75015, Paris, Company Number : 829 162 064 (RCS Paris), hereinafter also referred to as **“the Programme Manager”**;
- **Moorwand Ltd**. Moorwand Ltd is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register ref: 900709) for the issuing of electronic money and payment instruments and registered in England & Wales No. 8491211. 9DU. Registered office Irongate House, 28-30 Dukes Place, London, EC3A 7LP, United Kingdom. Moorwand Ltd is in partnership with Via Payments UAB to provide **the Programme** as set out in this Agreement **“the Issuer”**; and
- **Via Payments UAB**. Via Payments UAB is a company incorporated in Lithuania and under registration No 304531663 and registered office at Konstitucijos pr. 7, Vilnius, Lithuania. Via Payments UAB is authorised by Bank of Lithuania (license number 16) for the issuing of electronic money and payment instruments as set out in this Agreement **“the e-Money Issuer”**

**AND**

**Any natural person acting in his or her private capacity willing to make use of the services provided by Us, hereinafter referred to as “the Client” or “You”**

**THE FOLLOWING HAS BEEN AGREED AND DECIDED UPON:**

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## **Article 1. DEFINITIONS.**

The words and the expressions used in these Terms and conditions shall be defined in accordance with the definitions below:

<b>Account</b>	a personal account associated to the Card;
<b>Activation</b>	a mandatory procedure prior to the Cards' use that can only be accomplished by the Client;
<b>Agreement</b>	the present General Terms and Conditions of Use, any Annexe, Amendment, additional contract all forming an indivisible whole;
<b>ATM</b>	Automated Teller Machine or cashpoint facility or cash dispenser;
<b>Available Balance</b>	the value of funds loaded onto the Account and available to use;
<b>Basic Bank Account Number</b>	a document allowing to identify a person's bank account information in France. The BBAN contains the following information: name of the bank account holder, name of the bank, bank code, sort code, account number and control key, as well as IBAN and BIC codes;
<b>Business day</b>	any day between and including Monday to Friday, between 9 am and 7 pm (French time) except for bank or public holidays in France;
<b>Card</b>	The E-Pay Space card issued by Moorwand Ltd a trademark of Mastercard International Incorporated. The card provided by Us allowing the User to carry out various Transactions;
<b>Card Scheme</b>	Mastercard as applicable and shown on the Card. Mastercard is a registered trademark of Mastercard International Incorporated;
<b>Customer Service</b>	the contact centre for dealing queries about the Service
<b>EEA</b>	European Economic Area (Countries of the European Union, Iceland, Norway, Liechtenstein);
<b>e-Money</b>	Monetary value associated to the Card, issued upon funds receipt and used for payments;
<b>e-Money Issuer</b>	Via Payments UAB is a company incorporated in Lithuania under registration No 304531663 with a registered office at Konstitucijos pr. 7, Vilnius, Lithuania. Via Payments UAB is authorised by Bank of Lithuania (license number 16) for the issuing of electronic money and payment instruments.
<b>Expiry date</b>	the Cards' expiry date indicated on the front or on the back of the Card;

<b>Fees</b>	a variety of charges that can be raised for purchase and ongoing use of the Card;
<b>KYC (Know-Your-Customer)</b>	Client's identification and identity verification procedure;
<b>Issuer</b>	Moorwand Ltd is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register ref: 900709) for the issuing of electronic money and payment instruments and registered in England & Wales n° 8491211. 9DU. Registered office Irongate House, 30 Dukes Place, London, EC3A 7LP, United Kingdom. Moorwand Ltd is in partnership with Via Payments UAB to provide the Programme;
<b>Online account</b>	a private space on the website allowing the Client to manage his Account;
<b>Parties</b>	Us and You
<b>Personal Data</b>	any information relating to the Client's identity allowing to directly or indirectly identify him, by reference to an ID such as a name, an ID number, a location data, an online ID or one or several specific elements to the persons' physical, psychologic, genetic, psychological, economic, cultural or social identity;
<b>PIN Code</b>	Personal Identification Number, the security number provided for use with the Card;
<b>Programme</b>	<b>TYCHE CORP SASU</b> , with the capital of € 1 000, Registered address in France : 182 Avenue de la californie 06200 Nice Company Number : 921 943 247 R.C.S. Nice hereinafter also referred to as <b>“the Programme”</b>
<b>Programme Manager</b>	the E-Pay Space SAS Company, simplified joint-stock company, with share capital of 350 000 €, address : 25, rue Tiphaine – 75015, Paris (FRANCE), company's incorporation number 829 162 064 (RCS Paris)
<b>Supplier</b>	a retailer, merchant or other supplier of goods and / or services who accepts payment by means of a card, card number, PIN or card and signature;
<b>Suppliers' payment system</b>	the merchant acquirer used by the supplier for the purposes of receiving payments arising from transactions;
<b>Transaction</b>	any Card payment including Internet payments or cash withdrawals carried out by the Client or Additional Card Holder;
<b>Username and Password</b>	if provided, a set of personal codes selected by the Client to access his Online Account;
<b>We, Us, or Our</b>	<ul style="list-style-type: none"> <li>i. the Programme</li> <li>ii. the Programme Manager</li> <li>iii. Moorwand Ltd. Moorwand Ltd is authorised by the Financial Conduct Authority under the Electronic</li> </ul>

Money Regulations 2011 (Register ref: 900709) for the issuing of electronic money and payment instruments and registered in England & Wales No. 8491211. 9DU. Registered office Irongate House, 28-30 Dukes Place, London, EC3A 7LP, United Kingdom. Moorwand Ltd is in partnership with Via Payments UAB to provide the Programme as set out in this Agreement; and

iv. Via Payments UAB. Via Payments UAB is a company incorporated in Lithuania and under registration No 304531663 and registered office at Konstitucijos pr. 7, Vilnius, Lithuania. Via Payments UAB is authorised by Bank of Lithuania (license number 16) for the issuing of electronic money and payment instruments.

**Web Site**

the Programme's website: <https://ty-corp.com>

**Wire Transfer**

a transfer of funds from the Client's bank account to the Account carried out upon the Client's instruction by the establishment holding the Client's bank account.

**You or the Client**

You, the person who has entered into this Agreement with us by virtue of Your use of the Card and or Account and any other person You have authorised to use any Cards in accordance with this Agreement.



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## **Article 2. PROGRAMME DESCRIPTION.**

We conceive, manage and market payment services.

We provide You with a payment solution in the form of a reloadable MasterCard prepaid Card allowing You to carry out Transactions using the Card's Scheme.

You wish to enter into this Agreement in order to benefit from the services We offer.

This Agreement defines the terms and conditions of access to the service, as well as the conditions under which We undertake to provide the service to You and the mutual obligations of the Parties to this Agreement.

## **Article 3. GENERAL TERMS AND CONDITIONS OF USE ACCEPTANCE.**

This Agreement, its Annexes and possible Amendments constitute full and entire acceptance by the Parties.

The Client acknowledges having read this Agreement, as well as the annexes and accepts them unreservedly.

The Client may download or print an updated version of this Agreement at the Programme's website and / or ask for a copy at the Customer's service: <https://tyche-corp.com/cgv/>

## **Article 4. GENERAL PROVISIONS.**

If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions shall continue in full force and effect.

If any part of this Agreement is inconsistent with any regulatory requirements, the Parties shall not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement.

If We need to make operational changes before it can fully comply with the new regulatory requirement, We shall make those changes as soon as reasonably practicable.

### **4.1. Merger Clause.**

This Agreement constitutes the entire agreement between the Parties and contains the entirety of their rights and obligations.

This Agreement cancels and replaces any previous written or verbal documents and commitments.

All agreements and documents relating to its subject and the service provision, all the commercial offers and other documents representing the service that could have been exchanged between the Parties before or after the Agreement's signature are deprived of any contractual value.

### **4.2. Interpretive Provisions.**

The titles of the Agreement's articles and paragraphs have the sole purpose of making it possible to locate the various clauses of the Agreement and have no particular meaning or legal scope with regard to the interpretation of this Agreement.

### **4.3. NON-WAIVER Provision.**

Any delay or failure to apply any clause of this Agreement by any Party shall not be construed by another party as a waiver of that clause in future.

More generally, the Parties expressly agree that under no circumstances, and whatever its duration, frequency or importance, any silence, tolerance or, more generally, simple behaviour, even implicit, shall not constitute or be interpreted as a waiver of any right, prerogative or faculty whatsoever, nor constitute any novation or modification of this Agreement.

In any case, any Party may end this tolerance at any moment without notice or formality.

#### **4.4. Probative Value.**

The Parties agree that a writing in electronic form is admissible in evidence on the same basis as a paper-based document.

The Parties agree to retain computer records and paper or digital copies of messages and / or orders they exchange in execution of the present Agreement so that they shall constitute a faithful and durable copy in compliance with the article 1379 of the French Civil Code.

#### **4.5. Agreement's Language.**

The Agreement and any annexes or amendments are written in French language and shall be interpreted according to this language, notwithstanding any other linguistic version.

#### **4.6. Dispute Resolution.**

##### ***4.6.1. Dispute Resolution with a Supplier.***

The Client accepts that any dispute regarding the purchase of goods and services by means of the Service and the Card shall be settled with the Supplier.

We are qualified as a third party to the matter.

##### ***4.6.2. Out-of-court Settlement.***

The Client has the choice to submit the dispute either any of Us (the Programme, or the Programme Manager, or the Issuer).

The Client acknowledges and accepts that any delay of complaint's notification shall be at the his sole risk.

##### ***4.6.2.1. Customer Service of the Programme.***

In case of dispute, the Client is invited to apply to the Customers Service of the Programme:

- By phone: **+44 203 4456020**
- By e-mail: **support@tyche-corp.com**

The Programme undertakes to deal with the complaint within a period of 30 days maximum starting from the complaint receipt.

##### ***4.6.2.2. Customer Service of the Programme Manager.***

In case of dispute, the Client may apply to the Customers Service of the Programme Manager:

- By phone: **+33 970 75 02 08**
- By e-mail: **contact@epayspace.com**

The Programme Manager undertakes to deal with the complaint within a period of thirty (30) days maximum starting from the complaint receipt

In any event, the Programme Manager undertakes to acknowledge receipt of the complaint within a period of fifteen (15) days maximum starting from the complaint receipt.

#### 4.6.2.3. Customer Service of the Issuer.

The Client may escalate the dispute to the Issuer: <https://www.moorwand.com/complaint-policy/>

- By phone: 0203 908 2247
- By e-mail: [customerservices@moorwand.com](mailto:customerservices@moorwand.com)

#### 4.6.3. Mediation.

If the Client is not satisfied with the resolution or the way that the complaint was handled, he is eligible, dependent on the complaint's nature, to contact the UK Financial Ombudsman or The Bank of Lithuania at:

##### UK Financial Ombudsman

**Address:** Exchange Tower, London E14 9SR;  
**Telephone:** 0800 023 4 567 (free from most UK landlines but charges may apply if using a mobile phone or dialing from outside of the UK),  
**Alternative Phone:** 02079640500 (calls by UK mobile cost no more than a national rate call to an 01 or 02 number and additional charges may apply if dialling from outside of the UK);  
**E-mail:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).  
**Website:** [How to complain \(financial-ombudsman.org.uk\)](https://www.financial-ombudsman.org.uk/how-to-complain)

##### The Bank of Lithuania

**Address:** Totorių g. 4, LT-01121 Vilnius;  
**Telephone:** +370 5 251 2763 (free from most Lithuanian landlines but charges may apply if using a mobile phone or dialing from outside of Lithuania),  
**E-mail:** [info@lb.lt](mailto:info@lb.lt)  
**Website:** [Settle a dispute with a financial service provider | Bank of Lithuania \(lb.lt\)](https://www.lb.lt/en/settle-a-dispute-with-a-financial-service-provider)

#### 4.6.4 Legal Settlement.

Should the disagreement persist, after its formalised acknowledgement, either Party shall refer the matter to the competent court.

The Agreement, and relationship between the client and Us arising out of or relating to the Agreement, will be governed by French law.

All disputes arising out of or relating to the Agreement shall be subject to the jurisdiction of the French courts.

#### 4.7. Agreement Modifications.

We may alter the terms of this Agreement from time to time.

In the event of the Client's refusal of the necessary modifications, whether they are substantial or not, We reserve the right to terminate this Agreement and to obtain payment of all the amounts due for the service performed up to the resolution date.

#### **4.7.1. Substantial Modifications.**

We undertake to inform You of any substantial modification of this Agreement at least two (2) months before its entry into force.

However, if a modification appears necessary to Us due to an insufficiency or inaccuracy of the information provided by You and if this insufficiency or inaccuracy makes the Agreement's execution impossible or more onerous, We shall notify the modification immediately, without waiting for the period of two (2) months.

Unless You refuse these modifications by email these modifications shall be automatically and immediately implemented. In these circumstances You have the right to terminate the agreement without charge at any time before the proposed date of their entry into force.

Any subsequent use of the service by You implies full and unreserved acceptance of the Agreement.

#### **4.7.2. Non-Substantial Modifications.**

You acknowledge and accept that We are free to adapt and / or modify certain operational methods of providing the service to maintain the criteria of its quality and ensure its evolution at any time and without prior notice if these modifications do not affect the functionality of the service.

Unless You refuse these non-substantial modifications by email these modifications shall be automatically and immediately implemented by Us.

Any subsequent use of the service by You implies full and unreserved acceptance of the Agreement.

#### **4.8. General Communication.**

Any communication of information shall be made to You by Us, by means of the Website and / or email.

- You may contact the Programme through Customer Service: By phone: **+44 203 4456020**

All communications relating to the Client's Account shall be in French (or in the relevant language of the programme).

### **Article 5. APPLYING FOR AN ACCOUNT AND CARD.**

We cannot enter into any business relationship with the citizens or residents of States or territories identified as non-cooperative in the area of anti money laundering, terrorist financing and tax evasion or subject to international sanctions.

#### **5.1. Preconditions.**

The Agreement can only be subscribed by a legally capable or legally represented person.

It is strictly forbidden for the Client to create and / or use multiple Accounts. In the event of violation of this provision, We reserve the right to suspend the service, block the Card and terminate this Agreement.

#### **5.2. Documents to Provide.**

To subscribe the Agreement, the Client undertakes to provide the following documents allowing to perform the KYC procedure:

- Legible copies (front and back) of the official and valid identity documents containing a photograph of the Client.

If the Client holds a resident permit, he shall add a copy of his valid passport;

- A recent (2 months maximum) proof of address<sup>1</sup>;
- Facial recognition carried out using a webcam (upon request);
- Proof of fund's origin (upon request);
- A BBAN of an account opened in a credit institution of the European Union (upon request).

We may request additional supporting documents if provided documents are deemed insufficient.

The Client accepts to provide the additional information and acknowledges that the failure to cooperate may constitute a valid basis for Our refusal to enter in this Agreement.

### **5.3. Client's Identification and Identity Verification.**

Upon receipt of the supporting documents, We shall proceed to the Client's identification and identity verification; this procedure may take up to 24 hours.

The Client is solely responsible for the information he is communicating to Us.

The Client undertakes to inform Us within fifteen (15) calendar days period about any modification in the information provided by contacting the Customer service or by modifying the information through the Online account.

Failure to do this may result in the service being suspended by Us for so long as it takes to verify the Client's identity.

The Client authorises Us to perform verifications of his identity and to ask for other supporting documents during the Agreement's subscription and at any moment after the subscription.

After the validation of the KYC procedure, We shall proceed to the issuance and activation of his Card.

### **5.4. Refusal to Contract.**

We reserve the right to refuse the Agreement's subscription in the following, non-cumulative cases:

- The Client's failure to pay off the remaining debts contracted by the Client with Us;
- A failure to provide one or all the required documents or supply of fraudulent or unreliable document(s);
- The Client's failure to provide correct and complete statements;
- A failure for Client to guarantee non-abusive and / or legal use of the service;
- Any suspicion related to the Client's identity or to the Client's intentions to use the service.
- Negative results of the Client's identity verification.

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<sup>1</sup> Mobile phone bills shall not be considered as a proof of address.

We shall not justify its refusal to subscribe the Agreement.

### **5.5. Right of Withdrawal.**

In accordance to the legal provisions in force, the Client may use his right to withdraw from the Agreement by contacting the Customers service within fourteen (14) calendar days after the conclusion of the Agreement.

The Available balance and the Fees shall be restored to the Client provided that:

- The Client has not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and
- We are not required to withhold the Client's Available Balance by law or regulation, or at the request of the police, a court or any regulatory authority.

### **Article 6. AGREEMENT TERM.**

The Agreement is concluded for an indefinite starting from the activation of the Card by the Client.

### **Article 7. SERVICE DESCRIPTION.**

Access to the service is granted after the Agreement's subscription and the Card's delivery as well as the necessary accesses ensuring the use of the Card.

The Client acknowledges that the Card is provided to him on a temporary basis, as We remain its sole owner.

It is strictly prohibited to transfer the Card's possession to any other person, even temporarily.

#### **7.1. Description of the Card.**

The Card shall be used for personal expenses carried out through the funds belonging to the Client.

The Client acknowledges that the Card is not a bank card, that it cannot be associated to any bank account and that the funds placed into the Card are not entitled to any interest.

The Client acknowledges that the cash-back option is not applicable to the Card.

The Card is personalised: it bears the name and the last name of the Client. Therefore, the Client shall sign the Card on its back side and undertakes not to give his Card to anybody.

#### **7.2. Card Issuance.**

As soon as the Client's identity is confirmed, the Card's emission is ordered.

The Client cannot have more than one (1) physical Card.

The following time frames shall be applicable to the following case:

- First issuance of the Card: 10 Days approximately, the virtual Card is issued immediately;
- Card's renewal: between 8 and 10 days approximately;
- The replacement of defective / lost / stolen / blocked or fraudulently used Card: between 8 and 10 days approximately;

The indicated period is given for information only and cannot be considered as binding.

Once issued, a physical Card shall be sent to the address indicated by the Client by post.

### **7.3. Card's Activation.**

To use the Card, the Client must activate it following the instructions furnished with the Card.

The Client undertakes to sign the Card the moment he receives it and before its Activation.

The Card can be used immediately after its Activation provided that it has an Available balance; otherwise the Transaction shall be rejected automatically.

### **7.4. PIN Code.**

The secure access to the Card is assured by personalised security features.

The security features are reflected by a PIN Code that is provided to the Client separately and confidentially.

The Client must memorise his PIN Code.

By no means the Client shall reveal his PIN Code to any person, even to a member of his family.

Where the Client loses or forgets his PIN Code, he must contact the Customers Service.

Failing that and in case of any breach of security, the Client acknowledges that he shall not be able to pretend to any damages related to the breach.

The PIN Code allows the "material" use of the Card, the use of the Card in physical points of sales deprived of contactless payment terminals or the use of the Card in order to make cash withdrawals from an ATM.

The number of attempts to enter the PIN Code is limited to three (3) times, the Card being blocked after the third unsuccessful attempt.

### **7.5. Client's Account.**

The Client's Account provides the Client with the benefit of the following services:

- Card's Information;
- Available balance information;
- Password change option;
- Modification of the Cardholder's information;
- Secure access to the PIN code;
- IBAN visualisation;
- List of Transactions and Transactions details;
- Possibility to block / unblock the Card;
- Possibility to declare the Card lost or stolen;

- FAQ.

### **7.6. Account and Card Protection.**

While subscribing to this Agreement through the Website, the Client shall be invited to create his Username and password allowing him to connect to his Online account containing sensitive information such as Client's Personal data, contacts or the Available balance and Transaction's history.

The Client undertakes not to reveal his Username and / or password to anyone and not to allow any other person to take and / or to use the Card.

The Client is solely responsible for his Card, Account (including his Online account), PIN, Username and password.

The Client undertakes to ensure that he respects all the necessary security measures such as: Memorise his PIN upon its receipt and to destroy any material support containing his PIN;

- Not to write down his PIN on his Card;
- Not to compose his PIN in front of anyone.

The Client undertakes to immediately inform Us about any suspicion of attempt of stealing or eventual theft of the Card, as well as any disclosure of confidential data to non-authorized persons.

The Client acknowledges that the breach of security measures and / or the unjustified delay in the information provision to the Customers Service excludes any indemnity of possible damages by Us.

Should any doubt arise over any fraud attempt or breach of security, We undertake to inform You as soon as possible and to initiate a relevant security procedure.

The Client undertakes to destroy an expired Card, or a Card found after being reported lost by cutting it in two through the magnetic strip.

### **7.7. Loading of the Card and the Card's Limits.**

The Card is loaded through a Wire transfer.

To load the Card the Client must use a credit or a debit card that has been issued by a regulated financial institution in the EU or in the EEA.

We reserve the right to request further KYC documents and verification of the Client's source of funds at any point.

The duration of the Available balance update depends on the method used by the Client and the time required to send the funds to the issuer:

- If the issuer receives the funds on a Business Day, the Available balance is updated on the same Business Day;
- If the issuer receives the funds on a day that is not a Business Day, the Available balance is updated on the next Business Day.

The Client can check the transfer time by contacting his bank or his credit card provider.

The limits are indicated in the fee schedule (article 8).

### **7.8. Use of the Card.**

The Card is a prepaid product which can be used to pay for goods and services at Suppliers that display the Card Scheme symbol.



The Card may be used for cash withdrawals within the ATM withdrawal limits.

The Card may be used anywhere in the world subject to the following conditions:

- The site where the Card is used displays a Card Scheme symbol;
- The access to the Scheme network operating in real time is granted and efficient; and
- The use of prepaid cards is not prohibited by the local legislation.

The Client acknowledges that some Suppliers are within their rights while refusing payment by the Card combined with any other mean of payment in case of insufficient Available balance.

The Client acknowledges that We are not liable for any Supplier's refusal to accept the payment by the Card for any reason whatsoever. The Client undertakes to check if the Supplier accepts payment by the Card, We are not being liable for refusal of the latter.

The amount of Available balance shall be reduced by the amount of each Transaction made. If the amount of Transaction exceeds the amount of Available balance or the limits set out by this Agreement, the Transaction shall be declined.

We reserve the right to suspend or interrupt the use of the Card and / or the service at any moment according to the articles 11 and 12 of the Agreement. The Client shall contact the Customer service in case of any technical problem.

In the event of non-use of the Card by the Client for more than six (6) months consecutively despite the reminders, We reserve the right to cancel the Card.

The Card is not usable upon its Expiry date.

#### **7.9. Prohibited Transactions.**

The Client undertakes not to use the Card for:

- Preauthorised regular payments;
- Transactions the amount of which exceeds the Available balance and / or the Cards' limits;
- Transactions at self-service petrol pumps;
- Transactions for cash (other than ATM withdrawal) including for example cash back, cash from a bank, money orders, traveller's cheques, foreign exchange, or bureau de change;
- Any illegal purposes.

#### **7.10. Transaction Authorisations.**

The Client is solely competent to authorise a Transaction and is solely liable for it.

The Client acknowledges and accepts that any use of the Card, its number or its PIN constitutes his authorisation and his approval of the Transaction.

The Client must ensure that the Card has a sufficient Available balance for each Transaction he authorises (including value added tax and other taxes, duties, and applicable fees) if the Available Balance is insufficient to pay for a Transaction, and the Supplier does not permit the Client to combine the use of the Card with other payment methods, the Transaction will be declined.

The Client may check his Available balance and his Transactions history by connecting to his Online account.

If for any reason a Transaction is carried out but its amount exceeds the Available Balance, the Client must immediately pay the deficit.

The Transaction authorised by the Client and received by e-Money institution is irrevocable.

The Transaction is deemed to have been irrevocably authorised when the Client initiates a payment instruction, subject to the stipulations of the article 7.14.

Shall be deemed as a payment instruction:

- A PIN Code entry performed by the Client;
- The provision of banking details printed on the Card;
- The approach of the Card to the payment terminal equipped with the contactless payment system;
- The insertion of the Card into an ATM followed by a PIN Code entry;
- A cash withdrawal request in a bank or at a Supplier.

Once the Transaction has been authorised, the amount of the Available Balance will be reduced by the Transaction's amount.

The time of receipt of a Transaction order is when the Programme receives it. If a Transaction order is received after 4 p.m. on a Business Day, then it will be deemed to have been received on the next Business Day.

Where a Supplier's payment service provider is located within the EEA and the payment services being carried out are in the currency of an EEA Member State, the Programme shall ensure the cash transfer to the Supplier's payment service provider within four (4) Business Days following the day on which the Transaction order is received.

In some circumstances a Supplier may require the Client to have an Available Balance greater than the value of the Transaction to be performed (the relevant funds). In such case, the Client shall only be charged for the actual and final value of Transaction. In the event that a Supplier has prior authorisation on the Client's Card, the Client may not have access to the relevant funds until the Transaction is completed or, if sooner, up to a period of thirty (30) days. However, the Programme shall only block access to the exact amount of funds authorised by the Client.

When entering into Transactions over the internet, the Client may need to enter his personal details the Client must supply the most recent personal details that have been provided the Programme with.

We reserve the right to require the Client to register for, and / or use enhanced online transaction security systems for customer authentication, which may include a one-time password as well as other third-party authentication.

Failure to comply with this requirement may affect the Client's ability to claim any losses in the event that We can show that the Client have intentionally failed to keep the information safe or that the Client has acted fraudulently, with undue delay or with gross negligence.

#### **7.11. Declined Transactions.**

The Client accepts that a Transaction may be declined, restrictions may be placed on the Card or that special security procedures may be applied in the following cases:

- The Client does not have an Available Balance or sufficient Available Balance for the Transaction attempted;
- The Transaction shall take the Client over the Card limits as defined this Agreement;
- To protect the security of the Card, Account, security details or Personal Data;

- When We believe a Transaction is unauthorised or illegal or poses a high risk of being unauthorised or illegal;
- When We believe the Transaction would be in breach of the Fees, limits, these Terms and Conditions, or any applicable legislation and / or regulation;
- The Transaction and / or applicable fees shall lead the Account into a negative balance.

### **7.12. Foreign Currency Transactions.**

Payments for any Transaction made in a currency other than the Programme's currency shall be subject to Scheme acceptance terms, Scheme conditions and Scheme fees.

If a Transaction is carried out in a foreign currency, the amount of the Transaction shall be changed in the Card's currency in accordance with the market exchange rate or any other rate set by applicable legislation. A commission shall be applied.

The Client acknowledges having been informed that the exchange rate applicable on the Transaction day may be different from the one used by the Programme on the day of conversion and deduction of Fees from the Available balance. We are not liable for the exchange rate.

The Client accepts that the exchange rate may be immediately applicable without notice and that the fees linked to the exchange rate may be invoiced.

The information about the applicable exchange rates is published at the Card Scheme website.

### **7.13. Transaction Disputes.**

The Client undertakes to check recent Transactions and monitor the Transactions history regularly.

Any unrecognised Transaction must be immediately notified to Us through the Customers Service but not later than thirteen (13) months of the date of the debit to the Account.

If the Transaction is one where the exact amount of the transaction was unknown at the time of authorisation (e.g. car rental or hotel reservation) and the transaction amount appears incorrect, the Client must notify Customer Services within eight (8) weeks of the date of the debit to the Client's Account.

We reserve the right to accept the dispute concerning a Transaction only in the following events:

- The Transaction has not been performed by the Client, but by a third person acting in bad faith due to a fraudulent action;
- A Transaction that was preauthorised by the Client did not specify the exact amount during the authorisation and the actual amount of the Transaction turned out to be unreasonably high;
- An authorised Transaction was incorrectly executed.

In the event of Transaction dispute with a Supplier, the Client is invited to contact the Supplier first; the refund operation being faster than the dispute procedure.

Any dispute related to the quality, safety, legality or any other aspect of goods and services purchased by means of the Card does not fall under the Our jurisdiction.

The refund shall be made in accordance with the Supplier's refund policy. Once the Programme receives the funds, it shall load the Account immediately.

If the Client's dispute with a Supplier relating to a Transaction cannot be resolved, the Client should contact Customer Services, for Us to attempt to assist the Client as far as is reasonably practicable.

If the Client believes that a Transaction is carried out without his consent or in error, the Client may ask Us to investigate the Transaction by contacting Customer Services. If We investigate the Transaction, the disputed amount shall be unavailable to spend until the investigation is complete.

If the Transaction is genuine, its amount shall be deducted from the Client's Available Balance and We may charge an investigation fee, that in case of insufficient Available Balance must be paid immediately on demand.

#### **7.14. Theft or Loss of the Card.**

The Client is responsible for the protection of the Card.

We cannot be held liable for any Transaction performed by means of lost or stolen Card.

The Client must immediately inform Us about any loss, theft or misappropriation of the Card, otherwise he may be held liable, and a legal action may be brought against him.

In case of theft, loss or misappropriation of the Card, We reserve the right to provide the police authorities with any information it considers relevant. The Client agrees to cooperate with Us, any supervisory or regulatory authority, and the police.

##### ***7.14.1. Immediate Notification.***

Should the Card, the PIN Code, the Username or the Password be stolen or lost, or should the Card be used by a third person, the Client must immediately inform Us through the Customer's Service.

Upon Our request, the Client undertakes to provide it with a written attestation of the loss, theft or misappropriation of the Card within seven (7) calendar days.

The Client undertakes to stop immediately any use of the Card, Card number or PIN.

If the Client finds the Card reported as lost, stolen or misused, he must:

- Immediately inform Us through the Customers Service;
- Refrain from using it; and
- Destroy it by cutting it in two pieces through the magnetic strip and disposing of it securely..

##### ***7.14.2. Our Action.***

Once notified of loss, theft, or misappropriation of the Card We shall take immediate action to protect the funds in the Account.

The Client may temporarily block the Card at any time by contacting the Customer's Service or by logging into his Account and using the "freeze" functionality (if provided by the Programme).

##### ***7.14.3. New Card Issuance.***

We shall disconnect the lost or stolen Card and issue a new Card under the same conditions as the initial one within seven (7) days. The new Card shall be sent to the designated address.

The new Card shall be sent to the Client and the Client shall be charged issuance fees.

The Client must destroy expired or lost then found Card by cutting it in two pieces through its magnetic strip and disposing of it securely.

#### **7.14.4. Refund of Amounts Debited During Unauthorised or Disputed Transactions.**

The Card's loss or theft does not lead to any refund or damages other than the amounts debited during unauthorised or disputed Transactions.

The Client undertakes to inform Us through the Customers Service about any unauthorised Transaction no later than thirteen (13) months after the debit date.

Otherwise, We shall not proceed to any refund.

No refund shall be made if:

- The involved amount is linked to fluctuations in the exchange rate; or
- The Client has authorised the Transaction; or
- The Client has acted fraudulently; or
- The Client has failed to comply with the Agreement, or the Account terms with intent or gross negligence; or
- The information concerning the Transaction has been given to the Client or made accessible four (4) weeks before the expected date of Transaction; or
- The Client has asked for refund eight (8) weeks after the debit date.
- The unauthorised or disputed Transaction is a cash withdrawal.

We reserve the right to ask for additional information to justify the Client's request for refund.

If the disputed Transaction has been made with a Supplier, We shall require the Client to provide written confirmation of the disputed Transaction within 120 days of the Transaction date. The written confirmation should be sent to Customer Services.

If We do not receive written confirmation or a refund is made in respect of a Transaction that later turns out to be genuine, We shall re-deduct the amount of the Transaction from the Client's Account.

The Client shall be charged a fee if the disputed Transaction turns out to be genuine.

If the disputed Transaction is a Transaction initiated by the Supplier, the refund can only be made if the Client proves that:

- The exact amount of was not specified when the Client authorised the payment; and
- The amount of the Transaction exceeds the amount that the Client have reasonably expected, taking into account the Client's previous spending pattern, this Agreement and the relevant circumstances of the case.

We shall refund or notify its reasoned refusal to refund within ten (10) Business Days starting from the request or the receipt of the additional information.

If an incorrect amount has been debited from the Available balance due to Our error, We shall correct the error without being liable for any compensation whatsoever to the Client.

If investigations performed by Us show that there have been unauthorised or incorrectly executed Transactions on the Client's Account then, provided that the claim has been made within the time limits specified in this clause, the Client will not be liable for such Transactions.

#### **7.15. Card Renewal.**

The Card's Expiry Date is printed on the front of the Card.

The Client shall not be able to use or to load the Card after its Expiry Date.

The Card may be automatically renewed at Our discretion. Unless requested otherwise, this will be on the same pricing as set out at the article 8.

Upon expiry of the Card, the Client may obtain a refund of any Available Balance in accordance with this Agreement.

If the Client does not request a redemption of the Available Balance, the monthly account fees shall continue to be charged to the Account, even if the Account is inactive or the Card has expired.

The Client acknowledges that We have the right of set-off and the right to transfer or to use the Available balance for the purposes of reimbursement of Client's legal and / or contractual obligations not respected by the Client upon the order of the competent authorities.

#### **7.16. Redemption of the Available Balance.**

The Client can redeem all or part of the Available Balance by contacting the Customer Service within six (6) years after the Expiry Date printed on the Card.

The redeemed funds shall be transferred into a Client's bank account upon presentation of proof of ownership of the account by the Client.

The Client shall be charged a fee to cover redemption costs on each redemption request concerning all or part of the Available balance where:

- Redemption is requested before the termination of the Agreement;
- The e-Money holder terminates the Agreement before any agreement termination date; or
- Redemption is requested more than one (1) year after the termination of the Agreement.

The Client shall be reminded of that fee before redemption.

The Client acknowledges and agrees that if the Available balance is equal to or less than the amount he is willing to redeem in the circumstances listed above, the fee shall equal the balance that shall be reduced to zero.

No redemption fee shall be charged if:

- The Agreement is terminated by Us; or
- The redemption is requested at termination of the Agreement or up to one (1) year after that date.

Requests for redemption 6 years or more after the termination of the agreement will be declined

#### **7.17. Card Cancellation.**

The Card shall be automatically cancelled if:

- The Client's Account is closed for any reason; or
- The Issuer ceases issuing Cards or e-Money. In this case, the Programme shall contact the Client to advise if another Card or e-Money will be issued by another issuer.

### **Article 8. SERVICE PRICE AND FEES.**

The Client acknowledges and accepts that We have the absolute right to set-off, transfer, or apply sums held in his Account or Card in or towards satisfaction of all or any liabilities and Fees owed that have not been paid or satisfied when due.

### **8.1. Service Price.**

The monthly fees of the service cover a fixed amount applicable to the Card, including the issuing fees, and, where applicable, the renewal or replacement fees, the PIN Code reissuance and the service access price.

Any month started necessarily generates monthly fees.

### **8.2. Price Review.**

We reserve the right to review service price at any moment.

Once reviewed, the price shall be notified to the Client by mail.

The new price shall enter into force within one (1) month starting from the date of its notification.

### **8.3. Means of Payment.**

The Fees related to the use of the Card shall be deducted from the Available balance.

The Client may use the following means of payment to pay the issuance and monthly fees:

#### ***8.3.1. Wire Transfer.***

This option involves the payment of the first full annuity, the first twelve (12) months, as well as the cost of the Card issuance.

When subscribing the Agreement, the Client makes a Wire transfer to a bank account of the Programme adding to his transfer a personal reference generated to him by the Programme.

#### ***8.3.2. SEPA Direct Debit.***

When subscribing the Agreement, the Programme provides the Client with a reference and a PDF document to download and to complete for the purpose of authorising SEPA direct debits on the Client's bank account for the Programme's benefit to pay for the order and monthly fees.

#### ***8.3.3. Credit Card.***

The Client must enter the details of his current credit card to pay the Card issuance and his monthly fees.

The Client shall be redirected to the bank interface allowing him to pay by credit card.

### **8.4. Penalties.**

Payment of fees is immediately due.

Any failure to pay the fees gives rise to the penalties according to the applicable legislation.

### **8.5. Recurrent Fees.**

<b>BASE CARD FEES</b>	<b>FEE TYPE</b>
Card price	Cost of the card including direct distribution to the cardholder by first class airmail (includes also mailer (?) and envelope).
Card Renewal price	Cost of the replacement of the card after its expiration with a new card including direct distribution to the cardholder
Annual Card Fee	Subscription fee for the card (includes access to all corporate and cardholder web management tools) / annual OR monthly
Monthly Management fee	Subscription fee for the card (includes access to all corporate and cardholder web management tools) / annual OR monthly
Load fee	Fee applied on every load made on the card
Domestic POS	Fee applied to every purchase made at a merchant in the country of issuance of the card
International POS	Fee applied to every purchase made at a merchant outside the country of issuance of the card
Domestic ATM	Fee applied to every ATM withdrawal in the country of issuance of the card
International ATM	Fee applied to every ATM withdrawal outside of the country of issuance of the card
FX fee	Fee applied on top of the interbank rate for currency conversion on all transactions (POS and ATM) in a different currency than the card's
e-wallet to e-wallet transfer	Fee applied to every money transfer between an e-wallet to another e-wallet
Card to card transfer	Fee applied when transferring money from a principal card to a supplementary card (only for consumer products with supplementary cards)
IVR fee	Fee applied at every use of an IVR (Interactive Voice Response) command: balance, block, unblock, lost, stolen, last transactions, retrieve PIN
SMS fee	Fee applied at every use of an SMS command: balance, block, unblock, lost, stolen, last transactions, info (to get the lists of commands)
Activation fee	Fee applied when the card is activated by one of the means offered to the client (web, IVR, API)
<b>OTHER FEES</b>	<b>FEE TYPE</b>
Fees for declined operation for insufficient balance	Fee applied to every attempted transaction (POS or ATM) rejected because of insufficient balance
Additional KYC fees if the KYC docs are not in agreed formats	Fee applied to every consumer card where cardholder KYC (ID, proof of address) is not uploaded in the platform in the right format (pdf or jpg)
Calls to customer service	Fee applied to every cardholder call routed to customer service from the IVR / price is per call
Cash withdrawal over the counter	Fee applied to every cash withdrawal made at a bank branch over the counter (as opposed to ATM withdrawal)



Card replacement	Fee for card replacement when a card is reported lost or stolen / this cost includes direct distribution to the cardholder address on file
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SERVICE PROVIDED	COSTS
<b>New physical cards including:</b> <ul style="list-style-type: none"> <li>• Issuance of Cards</li> <li>• Fabrication of Cards</li> <li>• Storage of Cards</li> <li>• Cards embossing</li> <li>• Cards shipment to Card Holder address</li> <li>• Individual letter to the Card Holder (English)</li> <li>• Period of cards' validity : <b>3 years</b></li> </ul>	9.90 EUR
<b>New virtual cards :Period of cards' validity : 3 years</b>	5 EUR
<b>Monthly fees per Active Card</b>	9.90 EUR
<b>Point-of-sale purchase</b>	Free of charge
<b>Internet purchase</b>	Free of charge
<b>ATM Cash Withdrawal in Local Zone</b>	2.50 EUR
<b>ATM Cash Withdrawal outside Local Zone (outside Eurozone)</b>	3.50 EUR
<b>Transaction decline</b>	Free of charge
<b>load fee</b>	1.5%
<b>Exchange fees (% on the transaction's amount)</b>	3%
<b>Transaction dispute</b>	70 EUR

### 8.6. Limits.

The programme configuration and velocity are the followings:

Configurations	LOW Profile
<b>Max balance on the card</b>	3.000 EUR
<b>Single transaction (purchase)</b>	1.000 EUR
<b>Transactions (purchase) / 1 day</b>	1.500 EUR
<b>Number of Transactions / 1 day</b>	15
<b>Transactions (purchase) / month</b>	3.000 EUR
<b>Number of Transactions / month</b>	300
<b>ATM withdrawal (single transaction)</b>	300 EUR
<b>Number of ATM withdrawals / 1 day</b>	5

<b>ATM withdrawal (single transaction)</b>	500 EUR
<b>Number of ATM withdrawals / 1 day</b>	80
<b>Maximum loads (at once)</b>	1.000 EUR
<b>Loads limits / 1 day</b>	1.000 EUR
<b>Number of loads / 1 day</b>	10
<b>Maximum loads / months</b>	10.000 EUR
<b>Number of loads / month</b>	300
<b>Maximum loads / year</b>	25.000 EUR

## **Article 9. OBLIGATIONS OF CONTRACTING PARTIES**

### **9.1. Client's Obligations.**

The Client undertakes to sign the Card upon receipt and before the Activation.

The Client undertakes to immediately inform the Programme about any change in his situation.

The Client ensures that the functional and physical aspects of the Card are safeguarded, in particular by respecting the rules concerning the confidentiality. The Client undertakes to take care of the Card: it is strictly prohibited to place any labels or adhesive notes and / or to write on the Card, apart from the signature in case of customised Cards.

The Client undertakes to respect the applicable legislation and the regulation and to use the service in accordance with legal requirements, and in particular, in the field of the fight against Money Laundering and the Financing of the Terrorism and the fight against Tax Fraud.

The Client undertakes not to assign in any form whatsoever the benefit of the present Agreement to a third party without Our express prior written agreement.

The Client undertakes to immediately inform the Programme about any loss, theft or misappropriation of the Card. Failure to this, the Client acknowledges that his liability may be incurred and that a legal action may be brought against him.

The Client undertakes to immediately repay to Us any charges or Fees incurred using the Account or the Card and / or any reversal of any prior funding Transaction, even if those charges, Fees or funds are found out by Us after the Agreement's termination for any reason whatsoever.

### **9.2. Our Obligations.**

We undertake to provide the service in accordance with the provisions of the present Agreement.

We undertake to maintain the availability of the Service, to ensure its undisturbed and uninterrupted enjoyment (subject to articles 11 and 12 of this Agreement).

Therefore, We undertake to take all the necessary technical means to ensure proper functioning, permanence, continuity and quality of the service.

### **9.3. Force majeure.**

Neither of the two Parties shall be held liable to the other for any non-performance or delay in performance of an obligation of the present Agreement that would be due to the other Party following the occurrence of a case of force majeure.

The force majeure case suspends the obligations arising from the present Agreement for the duration of its existence.

Shall be considered as a force majeure case, in addition to those usually considered to be such by the French case law, the following situations: total or partial strikes, internal or external to Us, lockout, weather conditions, epidemics, transport or supply blockage for any reason whatsoever, earthquake, fire, storm, flood, water damage, governmental or legal restrictions, legal or regulatory modifications in marketing, blockage of telecommunications and all the other cases beyond the control of the Parties preventing the normal execution of this Agreement.

However, if the duration of the force majeure case exceeds seven (7) consecutive days, it may trigger the right to terminate the present Agreement for one or other of the Parties eight (8) days after sending a formal letter notifying this decision.

## **Article 10. LIABILITY.**

### **10.1. Client's Liability.**

The Client is fully and personally responsible for the use of all the Services related to the present Agreement until its termination.

The Client is solely responsible for the Transactions realised by means of the Card.

The Client is solely responsible for any damages of any kind caused to Us as a result of the illegal use of the Card and / or the Service and undertakes to indemnify Us against any request, claim and / or condemnation to any damages that may be threatening or objecting to the Us, and / or that could be pronounced against Us as they could have for cause, foundation or origin the behaviour or the use of the Card and / or the Service by the Client.

The Client shall keep Us informed by writing about any claim, legal action, directly or indirectly related to the provision of the Services, exercised or likely to be exercised by any third party, as well as about any established infringement.

The Client acknowledges and accepts that in the event that he does not use the Card in accordance with this Agreement or uses the Card fraudulently, We reserve the right to charge the Client for any reasonable costs that are incurred in taking action to stop the Client using the Card and to recover any monies owed as a result of the Client's activities.

### **10.2. Our Liability.**

We shall implement all the technical means necessary for the proper functioning of the Card and the Service.

#### ***10.2.1. Limitation of Liability.***

Our responsibility cannot be held, directly or indirectly, in any way and for any reason whatsoever for damages resulting from any of the following events:

- An interruption of the service motivated by the Client's behaviour and in particular:
  - By misuse of the service;
  - By improper or illegal use of the Card;
  - By the Client's failure to fulfil his obligations, and in particular in the event of non-payment;
  - By the Client's disclosure, by any means, of the access code(s) to the service to a third party;
- Any incident or interruption of the service due to maintenance operations or technical constraints;
- Any incident or interruption of the service due a disruption or interruption non directly attributable to Us;
- Any defect or anomaly that does not affect the operation of the service so as to render it impossible to use;
- In case of the use of the Service subsequent to a disclosure, deactivation, loss or theft of the PIN Code associated with each Card, and more generally, in case of the use of the service by an unauthorised person;
- If the Client has not notified the change of his contact information.

Also, Our liability cannot be incurred in the following cases:

- The quality of goods and / or services purchased by means of the Card;
- The Supplier's refusal to accept the Card or fail to cancel an authorisation;
- The deficiencies of any kind out of Our control, including but not limited to, defaults and / or malfunctioning of ATM's network or withdrawal limits installed by ATM operators;
- A Supplier's identification error during the Transaction.

In any case, We remain outside any dispute that may oppose the Client to third parties in connection with the present Agreement.

The above exclusions and limitations set out in this article shall apply to any liability of Our affiliates, the Schemes, and other partners, contractors, distributors and any of their respective affiliates (if any) to the Client that may arise in connection with this Agreement.

### **10.2.2. Liability.**

If the Client is affected by something that is a fault of the Programme or the Service or was in the reasonable control of the Programme to prevent, the Programme shall only be responsible for the financial loss actually debited from the Client's Account and not for any loss whatsoever (for example, loss of reputation, indirect and / or consequential losses).

If the Card is faulty due to the service default, the liability shall be limited to replacement of the Card.

Nothing in this Agreement shall exclude or limit the Programme's liability for death or personal injury resulting from the Programme's negligence or fraud.

To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

For all the matters not expressly covered in this article and to the extent permitted by applicable law, the Programme's total aggregate liability shall be limited to the total amount of money that the Client has deposited to his Account over the 12-month period prior to the claim.

### **Article 11. MAINTENANCE CLAUSE.**

We undertake to carry out preventive and curative maintenance of the service by a qualified staff.

#### **11.1. Service Interruption.**

We reserve the right to interrupt the service partially or completely in order to conduct its network and / or its hardware and software components maintenance operations for a maximum duration of three (3) hours per month.

We undertake to notify You within a reasonable prior period.

In case of emergency requiring immediate action, We reserve the right to interrupt the service without notifying You. We undertake to do our best to restore the service as soon as possible.

#### **11.2. Service Restoration.**

In case of interruption of the service, We undertake to restore it as soon as possible.

### **Article 12. SUSPENSION OF THE SERVICE.**

We reserve the right to immediately suspend the provision of all or part of the service and / or the use of the Card in the following cases:

- In case of suspicion of any risk to the use of the service and / or the Card regardless of the source of the danger;
- In case of suspicion of unauthorised use, fraudulent or illegal use of the service and / or the Card;
- In case of violation or suspicion of violation of any provision of the present Agreement;
- When the Client performs an act and / or omits to act that affects or may affect the proper functioning or security of the service;
- In the event that an act and / or omission of the Client violates or risks to violate current legal and / or regulatory provisions relating to the fight against Money Laundering and the Financing of Terrorism;
- When a legal or regulatory provision inflicts the suspension;
- In the case of fraud detected through specific tool;
- In case of the Client's death.

We undertake to inform You about the service suspension as soon as possible, unless the current legal obligation inflicts it not to.

Notwithstanding the suspension of the service, the Agreement remains until terminated by either party.

## **Article 13. TERMINATION OF THE AGREEMENT.**

### **13.1. Cases of Termination.**

Each party may terminate the Agreement at any moment.

The termination may occur in the following cases:

- In case of force majeure, if its effects lead to the suspension of the essential obligations performance by one of the Parties for more than three (3) consecutive months, without any compensation from either party;
- In case of a breach or a substantial non-performance by the other party of its obligations to which it has not been remedied after a formal notice sent by registered letter remained ineffective for thirty (30) days after its notification;
- In the event of the non-payment by the Client;
- In the event of unforeseen difficulties appearing during the performance of the Service requiring Us to use resources out of proportion to the total amount of the Agreement, We may ask You to proceed to the termination of the Agreement.

In the event that the Client does not wish to terminate the Agreement, he shall approach Us to find a viable way to continue the activity within a reasonable time.

In the event that the present Agreement is terminated, the invoiced and billable amounts remain due to Us.

The termination is immediate in the following cases:

- The information given by the Client to Us is false or erroneous;
- The Client has not provided Us with the necessary information in respect of its legal and regulatory obligations;
- The Client has violated the provisions of the present Agreement;
- The Client has made a fraudulent or negligent use of the Card and / or used the Card for illegal purposes.

### **13.2. Termination Fees.**

The Agreement's termination initiated by the Client renders all the amounts due by the Client to Us immediately payable.

### **13.3. Consequences of Termination.**

After the Agreement termination, the Client ceases immediately all use of the Service and destroys the Card.

The Available balance and the Fees shall be restored to the Client provided that:

- The Client has not acted fraudulently or with gross negligence or in such a way as to give rise to reasonable suspicion of fraud or gross negligence; and
- We are not required to withhold the Client's Available Balance by law or regulation, or at the request of the police, a court or any regulatory authority.

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#### **Article 14. AGREEMENT NONTRANSFERABILITY.**

The present Agreement is contracted *intuitu personae*.

Therefore, it cannot be assigned or transferred to a third party without prior written consent of the other Party.

However, the Client acknowledges and accepts that We may subcontract any of the obligations under this Agreement.

The Client remains bound by this Agreement until its termination for any reason whatsoever and the payment of all amounts due under this Agreement.

#### **Article 15. PERSONAL DATA.**

The information and Personal data relating to the Client collected by Us are processed in accordance with applicable legal provisions.

##### **15.1. Data Controller.**

The collection and processing of the Client's Personal Data is carried out by the Programme.

##### **15.2. Purpose and Basis of Personal Data Collection and Processing.**

The types of personal data processed are likely to include, but is not limited to, name, address, date of birth, contact details, financial information, employment details and device identifiers.

Personal Data collection and processing have the following legal basis:

- The legitimate interest of the Programme (subscription of the Agreement, identification of the Client and verification of the Client's identity, issuance and management of the Card, invoicing, communication with the Client);
- Compliance with legal and regulatory obligations of the Programme in the area of preventing money laundering and terrorism financing and the fight against corruption as well as accounting obligations.

The security and confidentiality of the Personal Data is ensured by security features preventing any damage, loss, non-authorized access and unlawful use.

If the Programme suspects that it has been given false or inaccurate information, it may record that suspicion together with any other relevant information. Decisions may be made by automated means.

##### **15.3. Personal Data Recipients.**

Client's Personal Data collected by the Programme is shared with the following third parties:

- KYC procedure provider
- Card issuer

To guarantee Personal Data security, the Programme chooses reliable subcontractors offering sufficient guarantees of implementation of appropriate technical and organisational measures and shares the Personal Data within the limits of a sub-processing agreement.

If any illegality is identified, the information may be shared with legal authorities and regulators.

Issuer privacy policies: <https://www.moorwand.com/privacy-policy/>

#### **15.4. Cross-border Data Transfer.**

The Client's Personal Data does not leave the borders of the European Union.

#### **15.5. Personal Data Retention Period.**

The Programme only retains Personal Data for the necessary duration of the contractual relationship plus three (3) years, without prejudice to retention obligations or limitation periods.

In terms of preventing money laundering and terrorism financing, the Personal Data is retained for five (5) years following the termination of contractual relationship with the Programme.

In terms of accountability, the Personal Data is retained for ten (10) years starting from the end of the fiscal year.

#### **15.6. Client's Rights.**

The Client has the right:

- To access his Personal Data;
- To rectify, to enquire, to limit, to transfer and to erase his Personal Data;
- To object to the processing of his Personal Data at any moment for reasons related to his personal situation, as well as the right to object any commercial prospection;
- To define general and specific directives defining the way in which he intends to exercise his rights after his death.

#### **15.7. Exercise of Client's Rights.**

Whether the Client decides to exercise his rights or to obtain any information concerning the Programme's data protection policy or his data processing, he is invited to send an e-mail to the following address:

**[support@tyche-corp.com](mailto:support@tyche-corp.com)**

The Programme shall respond to the Client's request within thirty (30) calendar days starting from the receipt of the e-mail.

This period may be extended by one (1) month in the event of overload of the service dedicated to processing personal data requests.

The processing of the Client's request is carried out free of charge, except in case of an abusive request (ex.: unfounded or excessively repeated requests etc.) and / or in case of expenses incurred to fulfil the request (ex.: response sent by a registered letter, purchase and sending of an encrypted USB flash drive etc.).

#### **15.8. Right to Withdraw the Consent.**

The Client may withdraw his consent to Data processing at any moment except for the Data collected and processed in fulfilment of the legal and / or contractual obligations of the Programme.

In the event of the Client's consent withdrawal concerning the Data other than the one used for newsletter service, the Client acknowledges and agrees that his consent withdrawal shall lead to the Agreement's termination.

#### **15.9. Right to Lodge a Complaint.**



In the event of difficulty in connection with the management of his Personal Data and with non-cooperation of the Programme, the Client may contact the National Commission for Data Protection and Liberties ([www.cnil.fr](http://www.cnil.fr)).