

Tyche Corp

General Terms and Conditions of Use

B to B Client “Corporate Expense Programme”

BETWEEN:

US :

- ▶ **TYCHE CORP SASU**, with the share capital of € 1 000, Registered address in France : 182 Avenue de la californie 06200 Nice Company Number : 921 942 247 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 Heuro SAS to provide **the Programme** as set out in this Agreement “**the Issuer**”; and
- ▶ Heuro SAS, partnering with Moorwand Ltd, pursuant to a license by Mastercard International held by Moorwand Ltd. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. Heuro SAS is authorised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) under number 89589 for the issuing of electronic money and payment instruments as set out in this Agreement “**the e-Money Issuer**”

AND

Any legal entity acting in a professional 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.

Account	a personal account associated to the Card;
Activation	a mandatory procedure prior to the Cards' use that can only be accomplished by the Card Holder
Agreement	the present General Terms and Conditions of Use, any Annexe, Amendment, additional contract all forming an indivisible whole
ATM	Automated Teller Machine or cashpoint facility or cash dispenser;
AML Policy	an Anti-Money Laundering Policy implemented by Us
Available Balance	the value of unspent funds loaded onto the Account and available to use;
Basic Bank Account Number	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;
Business Days	weekdays from Monday to Friday, 9 a.m. to 7 p.m. (French time), excluding bank and public holidays in France
Card	The E-Pay Space card issued by Moorwand Ltd a trademark of Mastercard International Incorporated. The card provided by Us allowing the Card Holder to carry out various Transactions;
Card Holder	a Client's employee
Card Scheme	Mastercard as applicable and shown on the Card. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated;
Customer Service	the contact centre for dealing queries about the Service
EEA	European Economic Area (Countries of the European Union, Island, Norway, Liechtenstein);
E-money	monetary value associated to the Card, issued upon funds receipt and used for payments;
e-Money Issuer	Heuro SAS, partnering with Moorwand Ltd, pursuant to a license by Mastercard International held by Moorwand Ltd. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. Heuro SAS is authorised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) under number 89589 for the issuing of electronic money and payment instruments;
Expiry Date	the Cards' expiry date indicated on the front of the Card
Fees	any fees payable pursuant to the present Agreement;
Issuer	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.
KYB	Know-Your-Business, Client's identity verification procedure
KYC	Know-Your-Client, Card Holders' identity verification procedure;
Online Account	if provided, a customised area on the Client's website allowing the Card Holder to access his account and to carry out account-related functions;
Parties	Us and You;
Personal Data	any information relating to the Client's and / or Card Holders' identity allowing to directly or indirectly identify them, 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
PIN Code	Personal Identification Number, the security number provided for use with the Card;
Professional Expenses	Transactions carried out by the Card Holder within his professional activity and defined by the Client;
Programme	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"
Programme Manager	the E-Pay Space SAS Company, simplified joint-stock company with the share capital of 350 000 €, located at 25, rue Tiphaine – 75015, Paris (France), company's incorporation number 829 162 064 (RCS Paris);
Specific Conditions	an additional contract prevailing on the present Agreement signed by the Parties depending on Client's specific needs
Supplier	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;
Supplier's Payment System	the merchant acquirer used by the Supplier for the purposes of receiving payments arising from Transactions;
Transaction	any Card payment carried out by the Card Holder, or Additional Card Holder
Username and Password	if provided, a set of personal codes selected by the Card Holder to access his Online Account
Web Site	the Programme's website: https://tyche-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.

Article 2. OBJECT OF THE AGREEMENT.

We conceive, manage and market payment services

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

The money loaded on the Card belongs to the Client and not to the Card Holder, and can only be spent on Professional Expenses as defined by You.

The Client wishes to enter into this Agreement in order to benefit from the services offered by Us.

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.

The Client is responsible for ensuring all the Cards issued and the use of your Account by all Cardholders under this Agreement and any fees or charges that these Cards may incur. You will ensure that each Card Holder uses their Card in accordance with this Agreement.

Article 3. GENERAL TERMS AND CONDITIONS OF USE ACCEPTANCE.

The 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 Service.

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 this Agreement 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.

This 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 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).

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: +44 203 908 2247
- ▶ By e-mail: operations@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 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.
Website: [How to complain \(financial-ombudsman.org.uk\)](http://How%20to%20complain%20(financial-ombudsman.org.uk))

4.6.4. Legal Settlement.

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

4.6.4.1. JURISDICTION CLAUSE.

Any dispute related to this Agreement, in particular to its formation, validity, interpretation, execution or termination and, more generally, to the business relations between the Parties, falls under the exclusive jurisdiction of the PARIS COURT OF ECONOMIC ACTIVITIES and, on appeal, of the PARIS COURT OF APPEAL.

Consequently, the Parties irrevocably waive any objection to jurisdiction, whether relating to the material or territorial jurisdiction of the court seised, that may raise to oppose the introduction of proceedings before this court.

The possible nullity of the Agreement or of any of its provisions has no effect on the validity of the jurisdiction clause.

4.6.4.2. Applicable Law.

The present Agreement is subject to the French law.

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: **+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. AGREEMENT SUBSCRIPTION.

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

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.

The Client is responsible for any act or omission of each partner, director, authorised manager or employee or other representative and shall ensure their compliance with this Agreement.

5.1. Documents to Provide.

To subscribe the Agreement, the Client undertakes to provide the following documents:

- ▶ His company's up-to-date statutes or their certified copy;
- ▶ An original or a copy of the K bis extract certifying his company's registration in the Trade and Companies Register (or its equivalent for a foreign Client) issued within the last three (3) months;
- ▶ Copies (front and back) of the official identity documents of his company's executives and eventual ultimate beneficial owners;
- ▶ Certified business ownership structure detailing parent or subsidiary companies (to ultimate beneficial owners) including percentage ownership
- ▶ The most recent annual report or the last annual financial statements or a certificate of compliance with the legal legislation and healthiness of the client duly signed by its legal representant;
- ▶ A bank account number open in a credit institution of the country where the programme is allowed;
- ▶ A duly completed KYB form.

5.2. Client's Identification and Identity Verification.

Upon receipt of the supporting documents, We shall proceed to the Client's identity verification (KYB procedure); 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.

Failure to this, the service may be suspended by Us for the time necessary to verify the Client's identity.

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

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

5.3. Card Holder's Identification and Identity Verification.

The Client undertakes to identify and to verify the identity of the Card Holder.

5.4. Refusal to Contract.

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

- ▶ The Client's refusal to provide additional documents;
- ▶ A failure to provide one or the set of required by the present Agreement documents or provision of fraudulent document(s);
- ▶ The Client's failure to provide correct and complete statements;
- ▶ The Client's failure to pay off the remaining debts incurred under another Agreement between the Parties;
- ▶ A failure to guarantee non-abusive use of the Service;
- ▶ Any suspicion of the Client's planned operation lawfulness;
- ▶ Negative results of the Client's identity verification.

We shall not justify its refusal to subscribe the Agreement.

Article 6. AGREEMENT TERM.

The Agreement is concluded for an indefinite period starting from its signature by both Parties, unless otherwise stipulated in the Specific Terms and Conditions.

If a fixed term to the Agreement is stipulated in the Specific Terms and Conditions, the latter define the term and the applicable procedure.

Article 7. CARD.

The Client accepts that the Card is provided 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. Card Description.

The Card may be physical or a virtual card.

The Card may be nominative or have the Client's name.

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

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

The Card is an e-wallet that can only be loaded by the Client with the funds belonging to him: the Card Holder can not load the Card.

The Card can only be used for Professional Expenses as defined by the Client.

7.2. Card Emission.

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

The waiting period for the issuance may vary:

- ▶ Between ten (10) or fifteen (15) days for a physical Card;
- ▶ Immediately for a Virtual Card.

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

The waiting period is also applicable to the following cases:

- ▶ The renewal of the Card: between 10 and 15 days approximately;
- ▶ The replacement of defective / lost / stolen / blocked or fraudulently used Card: between 10 and 15 days approximately;
- ▶ The order of Additional Cards: between 10 and 15 days approximately.

7.3. Card Customising.

We offer to the Client a customisation service allowing to:

- ▶ Add the Client's logo, trademark, commercial name etc. on the Card;
- ▶ Add the Card Holder's name on the Card.

We reserve the right to accomplish the Card's model within fifteen (15) days period.

The Client is given up to five (5) days to approve the model or to propose his modifications.

If the Client is willing to modify the model, he shall point out the corrections to be made, these corrections being applied by Us within fifteen (15) days period.

Once the model approved, We proceed to the personalised Card issuance.

By choosing the Card customising service, the Client accepts that the delivery terms may be reasonably extended.

Once the Card is ready, the Client is immediately notified of delivery.

By choosing the Card customising service and the option allowing to reproduce his distinctive symbol, the Client accepts and agrees to grant Us and our partners the right to use free of charge the logo, the distinctive symbols and other elements allowing his personalisation.

Therefore, the Client warrants Us and our subcontractors that he possesses all the rights, including intellectual and industrial property rights, on all the elements provided for the Card personalisation and he undertakes to insure them against any third-party claim.

7.4. Card Reception.

The Card can be distributed to the Card Holder either by the Client at the Card Holder's workplace, or by means of the postal service at the address indicated by the Client.

If the Card is a nominative Card, the Client must check if the Card Holder signed it on the back upon receipt and prior to the Card's activation.

The Client undertakes to supply to the Card Holder the Corporate Cardholder Notice containing the provisions about the use of the Card. This notice is provisioned with the Card.

7.5. Card Activation.

Prior to use the Card must be activated.

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

The Card may be activated by the Client or the Card Holder.

Article 8. USE OF THE CARD.

8.1. PIN Code.

The secure use of the Card by the Card Holder is ensured by a PIN code provided to the Card Holder separately and confidentially.

The PIN code allows "material" use of the Card, i.e. the use of the Card at physical points of sale. The number of attempts to enter the PIN Code is limited to three (3) times, the Card being blocked after the third failed attempt.

The Card Holder must memorise his PIN Code.

The Card Holder is must 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;
- ▶ Not to reveal his PIN to any person, even to his Employer or colleague.

If the Card Holder loses or forgets his PIN code, he must contact the Customer Service.

8.2. Use of the Card.

The Card Holder must ensure the functional and physical security of the Card, in particular by respecting the confidentiality rules.

The Card Holder must take care of the Card: it is forbidden to place labels or sticky notes and / or to write on the Card, except signing the nominative Card.

The Card Holder cannot give the Card to any other person or allow any other person to use it. Otherwise, he shall be held liable for any unauthorised or fraudulent Transactions made using the Card.

8.2.1. Loading of the Card.

The Card is loaded by the Client.

The loading of the Card is performed through Wire transfer.

The loading limits may vary according to the Customer's programme, the amounts being specified in the Annex to this Agreement.

The funds are loaded onto the Card within the period depending on the bank delays after receipt of the Client's request.

The funds loaded onto the Card remain the Client's property. Thus, unspent funds may be recalled by the Client.

8.2.2. Use of the Card for Professional Expenses Exclusively.

The Card can only be used for Professional Expenses to pay for goods and services commercialised by the Suppliers displaying the Card Scheme symbol.

The Client may limit the Card's use for certain types of Transactions, Suppliers or define specific reasons allowing the use of the Card.

The Card can be used in ATMs allowing cash withdrawals within the defined limits.

The Card is not usable upon its Expiry date.

8.2.3. Conditions of Use.

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 virtual Card cannot be used to purchase an item online that subsequently requires presentment of a physical card in order to obtain that item (i.e. certain theatre ticket purchases, hotel stays and car rentals).

Some Suppliers are within their rights to refuse payment by the Card combined with any other mean of payment in case of insufficient Available balance.

The Card Holder must check if the Supplier accepts payment by the Card, We are not liable for refusal of the latter.

We reserve the right to require the Card Holder 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 Card Holder's ability to claim any losses in the event that We can show that the User have intentionally failed to keep the information safe or that the Card Holder has acted fraudulently, with undue delay or with gross negligence.

8.2.4. Fees of Use.

The fees are deducted from the Available Balance automatically.

New physical cards including : <ul style="list-style-type: none"> • Issuance of Cards • Fabrication of Cards • Storage of Cards • Cards embossing • Cards shipment to Card Holder address • Individual letter to the Card Holder (English) • Period of cards' validity : 3 years 	9.90 EUR
New virtual cards : <ul style="list-style-type: none"> • Period of cards' validity : 3 years 	5.00 EUR
Monthly fees per Active Card	14.00 EUR
Point-of-sale purchase	Free of charge or price
Internet purchase	Free of charge or price
ATM Cash Withdrawal in Local Zone	2 EUR
ATM Cash Withdrawal outside Local Zone	3 EUR
Transaction decline	Free of charge or price
Unlimited load fee on Trust account (by load)	1%
Exchange fees (% on the transaction's amount)	2,5%
Dispute transaction	70 EUR

We reserve the right to revise the price of the Service at any moment.

The revised price must be notified to the Client by mail.

The new price shall enter into force within one (1) month of the date of its notification to the Client and in the absence of the Client's answer.

8.2.5. Card Withdrawal.

We reserve the right to withdraw the Card, without prior formal notice and without indemnity, in the following cases:

- ▶ Any improper use of the Card regarding the terms and conditions;
- ▶ Any illegal use of the Card;
- ▶ Any payment incident remained unresolved by the Client thirty (30) days after the formal notice sent by Us to the You.

Article 9. TRANSACTIONS.

9.1. Transaction Authorisations.

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

The Card Holder 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 Card Holder to combine the use of the Card with other payment methods, the Transaction will be declined.

The Card Holder 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 Card Holder must immediately inform the Client who shall pay the deficit immediately.

Any use of the Card, Card's number or PIN constitutes his agreement and authorisation of a Transaction.

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

The Transaction is deemed to have been irrevocably authorised when the Card Holder initiates a payment instruction.

Shall be deemed as a payment instruction:

- ▶ A PIN Code entry performed by the Card Holder;
- ▶ 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 User to have an Available Balance greater than the value of the Transaction to be performed (the relevant funds). In such case, the Card Holder shall only be charged for the actual and final value of Transaction. In the event that a Supplier has prior authorisation on the Card Holder's Card, the Card Holder 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 Card Holder.

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

9.2. Prohibited Transactions.

The Card cannot be used 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, traveler's cheques, foreign exchange, or bureau de change;
- ▶ Any illegal purposes.

The Card Holder is solely responsible for damages and prejudices of any kind caused to Us by illegal use of the Card and / or the service.

9.3. 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 exchange rate applicable on the Transaction day may vary 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 exchange rates may be applicable immediately and without notice; the fees related to the exchange rate may be invoiced.

The Card Holder or the Client may check the exchange rate at the Card Scheme website.

9.4. Declined Transactions.

The Card Holder 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 Card Holder does not have an Available Balance or sufficient Available Balance for the Transaction attempted;
- ▶ The Transaction shall take the Card Holder over the Card limits as defined by the Client;
- ▶ 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.

9.5. Transactions Disputes.

The Card Holder and / or the Client must 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 Card Holder must notify Customer Service within eight (8) weeks of the date of the debit to the Card Holder's Account.

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

- ▶ The Transaction has not been performed by the Card Holder, but by a third person acting in bad faith due to a fraudulent action;
- ▶ A Transaction that was preauthorised by the Card Holder 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 Card Holder 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 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 dispute with a Supplier relating to a Transaction cannot be resolved, the Card Holder or the Client should contact Customer Service, for Us to attempt to assist them as far as is reasonably practicable.

If the Card Holder or the Client believes that a Transaction is carried out without his consent or in error, he may ask Us to investigate the Transaction by contacting Customer Service. 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 Available Balance and We may charge an investigation fee, that in case of insufficient Available Balance must be paid immediately on demand.

Article 10. THEFT OR LOSS OF THE CARD.

The Card Holder 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 Card Holder must immediately inform Us through the Customers Service 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 Card Holder and the Client must cooperate with Us, any supervisory or regulatory authority, and the police.

10.1. 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 Card Holder must immediately inform Us through the Customers Service.

Upon Our request, the Card Holder must provide it with a written certificate attesting to the loss, theft or misappropriation of the Card within seven (7) calendar days.

The Card Holder must stop immediately any use of the Card, Card number or PIN.

If the Card Holder 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.

10.2. 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 Card Holder 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 such option is provided).

10.3. 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 issuance fee shall be invoiced to the Client.

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

Article 11. REFUNDS OF THE 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 Card Holder must inform Us 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 Card Holder has authorised the Transaction; or
- ▶ The Card Holder has acted fraudulently; or
- ▶ The Card Holder has failed to comply with the Terms and Conditions of Use of the Card, or the Account terms with intent or gross negligence; or

- ▶ The information concerning the Transaction has been given to the Card Holder or made accessible four (4) weeks before the expected date of Transaction; or
- ▶ The Card Holder 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 Card Holder or 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 Service.

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 Card Holder'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 Card Holder proves that:

- ▶ The exact amount of was not specified when the Card Holder authorised the payment; and
- ▶ The amount of the Transaction exceeds the amount that the User have reasonably expected, taking into account the Card Holder's previous spending pattern, the Terms and Conditions of Use of the Card 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 to Our error, We shall correct the error without being liable for any compensation whatsoever.

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

Article 12. CARD RENEWAL.

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

The physical or virtual Card cannot be used or loaded after its Expiry Date.

The Card Holder must destroy his physical Card by cutting it in two pieces through its magnetic strip.

The one-time virtual Card is only valid for a limited period and can only be used for a single transaction. The expiration date will be shown on the Card.

The one-time virtual Card is not renewable.

The decision to renew the Card belongs to the Client.

If the Client does not want to renew the Card, the Card Holder shall not be able to use the Card after its Expiry date.

Article 13. PROBLEMS RELATED TO THE USE OF THE CARD.

13.1. Technical Problems.

The Card Holder must immediately inform the Customer Service about any technical problems while using the Card.

13.2. Disputes.

In the event of a dispute relating to the use of the Card, the Card Holder must inform the Client, who shall inform Us.

Article 14. ONLINE ACCOUNT.

14.1. Online Account Description.

The Account allows the Card Holder to benefit from the following services:

- ▶ Card information;
- ▶ Available Balance information;
- ▶ Faculty to change the password;
- ▶ Secure access to the PIN code;
- ▶ Transactions list and details;
- ▶ Ability to block / unblock the Card;
- ▶ Possibility to declare the Card lost or stolen;
- ▶ Questions

14.2. Account Security.

Upon receipt of the Card, the Card Holder will be invited to connect to his online Account using the Username and the Password that will be provided to him.

The Card Holder must not reveal his Username and Password to third parties.

The Card Holder must immediately inform Us or the Client of any suspicion of attempted theft or theft of the Card, as well as any disclosure to third parties of confidential data such as Card data, the PIN code or his Username and password.

Article 15. CHANGES OF THE CARD HOLDER'S PERSONAL DETAILS.

The Client must notify Us about any changes in the Card Holder's personal details (name, address, contact details) within fourteen (14) days of the change.

We reserve the right at any time to perform checks to confirm that the Card Holder's personal details that has been provided are accurate, including for the purposes of preventing fraud and/or money laundering.

Article 16. MAINTENANCE.

We reserve the right to suspend or to interrupt the use of the Card and / or of the service for maintenance purposes.

We undertake to perform preventive and curative maintenance of the service according to the rules of art and by means of a qualified staff.

16.1. Interruption of Service.

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 inform the Card Holder and / or the Client through the Website.

In case of emergency requiring immediate action, We reserve the right to interrupt the service without notifying the Card Holder and / or the Client. We undertake to do its best to restore the service as soon as possible.

16.2. Service Restoration.

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

Article 17. 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 this Agreement or of the Terms and Conditions of the Use of the Card;
- ▶ When the Card Holder 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 Card Holder or 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.

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

Article 18. INVOICING AND PAYMENT TERMS.

18.1. Invoicing.

The amounts due under the present Agreement are subject to monthly invoices sent to the Client, unless otherwise stipulated in the Specific Terms.

The invoice indicates:

- ▶ The main service Fees;
- ▶ The additional services Fees;
- ▶ Other Fees;
- ▶ The number of issued Cards.

The Client may request the Customers Service to establish a free detailed invoice.

Any dispute related to an amount indicated on the invoice must be notified in writing thirty (30) days after the invoice issuance.

18.2. Payment Terms.

The invoices amounts are due on the date of the invoice and payable upon receipt, unless otherwise stipulated in the Specific Terms.

The deadline by which the payment must be received by Us is indicated on the invoice.

Failure to respect the payment deadline gives rise to the application of late payment measures allowing to increase the amount due.

The Client acknowledges that the only means of payment accepted by Us is the bank transfer payment, unless otherwise stipulated in the Specific Terms.

In the event that another means of payment has been chosen by the Client and accepted by Us, the administratives fees may incurre. These fees shall be invoiced to the Client.

18.3. Delay Penalties.

In the event of late payment, the delay penalties are due *ipso jure*.

The amount of the delay penalties is equal to three (3) times the legal interest rate. It is calculated on the amount of the sum due and a lump sum indemnity for recovery costs of an amount determined in accordance with the current regulation.

The delay penalties are calculated per day of delay from the due date to the date of an actual payment.

The delay penalties shall be payable without the necessity of a reminder.

We reserve the right to take any action to obtain the payment and to compensate any eventual loss.

Article 19. PARTIES OBLIGATIONS.

19.1. Client's Obligations.

The Client undertakes to execute without delay his principal obligation: the payment without delay and without the necessity of a reminder of all the sums dues under the present Agreement.

The Client undertakes to distribute the Cards only to the persons targeted by the programme and only after having carried out the KYC procedure.

The Client acknowledges that the assignment of the Card to any third party shall constitute the breach of the Agreement and incur his liability.

The Client undertakes to immediately inform Us about any change in his or Card Holder's situation.

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 to inform the Card Holder about his obligation to respect the Corporate Cardholder Notice containing the provisions about the use of the Card.

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 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 Us 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.

19.2. 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.

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

We acknowledge that in the event of the service interruption exceeding thirty (30) days period and remaining untreated after a formal notice, the Client has the right to continue the exploitation of the Cards by any means possible.

19.3. 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 20. PARTIES RESPONSIBILITIES.

20.1. Client's Responsibilities.

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

The Client acknowledges his obligation to protect himself contractually against the Card Holder and to implement all the standards of compliance, protection and verification regulating the operations.

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, or the Card Holder 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.

20.2. Our Responsibilities.

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

Our liability is a fault-based liability.

Our responsibility can not 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 and / or the Card Holder'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 Card Holder's disclosure, by any means, of the access code(s) to the service to a third party.
- ▶ An interruption of the service due to maintenance operations and technical constraints;
 - ▶ Any incident or interruption of the service due to 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.

We can not be held liable if the Client has not notified the change of his contact information or the Card Holder's contact information.

Also, Our liability can not be incurred in the following cases:

- ▶ The quality of goods and / or services purchased by means of the Card;
- ▶ 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.

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

Our liability is limited to:

- ▶ The expenses of a new Card's issuance in the event that the initial Card has technical defects;
- ▶ The payment of the debited amount that was deducted due to an error or failure of the service.

Article 21. TERMINATION OF THE AGREEMENT.

21.1. Cases Leading to the Termination.

Each Party is entitled to terminate the open ended contract.

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 form 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 collective insolvency proceedings against either of the Parties un accordance with the current legal provisions;
- ▶ 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 and / or the Card Holder and / or Additional Card Holder has made a fraudulent or negligent use of the Card and / or used the Card for illegal purposes.

21.2. Termination Costs.

The early termination initiated by the Client renders all the amounts due by the Client to Us immediately payable.

In the event of non-payment and / or of liquidation, compulsory liquidation, placement under temporary administration, the Client authorises Us to contract directly with his customers on equivalent conditions.

We shall inform the Client of the activation of the present clause within eight (8) days period.

21.3. Termination Consequences.

After the Agreement termination, the Client ceases immediately all use of the service and returns to Us all equipment, including all Cards in his possession at his own expense.

Article 22. AGREEMENT NONTRANSFERABILITY.

This Agreement is contracted *intuitu personae*.

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

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

The Client acknowledges and agrees that We reserve the right to subcontract some of its rights, services and / or obligations to a third party.

Article 23. GENERAL COMMUNICATION.

Any communication of the information to the attention of the Client shall be given by notification on the Website and / or by email.

The Client may contact Us via Customer Service.

Article 24. PERSONAL DATA.

The information and Personal Data relating to the Client and the Card Holders collected by Us shall be processed according to the current legislation and regulation.

We undertake to apply all appropriate measures to ensure the protection and confidentiality of the personal data.

The information provided may only be communicated to its business partners for the sole purpose of executing the Agreement.

The Client and the Card Holders have the right to access, rectify and oppose the processing of their personal data, as well as the right to delete information. The Client and the Card Holder may enforce their rights by contacting

support@tyche-corp.com

The Client is invited to review the Data Protection Policy published on its Website for more information.

Article 25. CONFIDENTIALITY.

Each Party undertakes to treat as confidential the Agreement, all the documents and informations exchanged during the execution of the Contract, as well as the techniques, methods specific to Us and other processes and / or Services subject to this Agreement.

Each Party shall refrain from communicating or disclosing such information to any third party without prior written consent of another Party.

Article 26. NON-SOLICITATION CLAUSE.

The Client refrains from soliciting Our employees or any other staff members, and this throughout the duration of the Agreement and during twelve (12) months following its termination, whatever the reason and the origin of it, except prior written notice given by Us.

In the event that the Client breaches this clause, he undertakes to compensate Us by paying it an indemnity equal to twice the amount of the gross annual salary of the employee.

Article 27. ETHICS CLAUSE.

The Client undertakes to respect and to impose on his staff members, partners and customers an obligation to comply with the legal and regulatory provisions applicable in the field of Anti-money laundering and financing of terrorism, including the legal provisions relating to the identification and the identity verification of the Card Holder and to justify it to Us on simple request.

This obligation is an obligation of result.

The Client undertakes to immediately inform Us of any breach of this obligation as soon as it is revealed and to work with Us on its possible consequences.

Failing this, We reserve the right to immediately terminate this Agreement, without prejudice to to any relevant legal action.

Article 28. INTELLECTUAL PROPERTY.

We are the exclusive owner of the intellectual property rights relating to the Service.

Nothing in the present Agreement shall be construed to imply any transfer of any intellectual property rights to the benefit of the Client.

The content of the Website as well as any other website belonging to Us and available to the Client belongs exclusively to Us and is protected by the current legal and regulatory provisions relating to the intellectual property.

Any total or partial reproduction of the content is strictly prohibited and is likely to be qualified as a counterfeit offense.

Article 29. COMMERCIAL REFERENCE.

The Client authorises Us to quote his name as a commercial reference.