

# GENERAL TERMS AND CONDITIONS OF USE

## PREAMBLE - COMPANY

PAYINTECH, a French simplified joint-stock company with share capital of €178,165.60 and their headquarters at 5 Rue Félix Pyat, 92800 Puteaux, is registered on the Nanterre Trade and Companies Register under number 794 969 634 00011.

The estimate sent to the Client indicates the specific conditions under which the Service, as defined below, and any complementary services are provided. The signing of the estimate constitutes acceptance of these Terms and Conditions, must be done prior to the provision of the Service and its use, and constitutes a contract between the Parties.

These General Terms and Conditions of Use (GTCU) are available at the website [www.payintech.com](http://www.payintech.com) and, where relevant, shall prevail over any other version or any other contradictory document.

These GTCU constitute the entire agreement between the Parties. It supersedes all other previous written or verbal communication relating to this Contract.

These GTCU relate to the standard functionality of the Payintech.io Service, namely:

- Prepaid mode
- Basic offline functionality (no Internet connection)
- Online functionality available where there is an Internet connection

## SECTION 1 - DEFINITIONS

- The purpose of the **General Terms and Conditions of Use** (GTCU) is to define the conditions under which PAYINTECH provides the Service defined below to its **Client**.
- The **Service** relates to supplying the software and services needed in order to implement a payment system and a rights management system for the benefit of their own customers, hereinafter "**the End User**".
- The **Configuration Interface** enables the Client to define the system's settings
- The **Business Application** is installed on the **Terminals**, is used by **Operators** and enables the payment, sale and management of consumption units and rights within this system
- **NFC Tags** refers to the payment method and rights management solution made available to the End User by the Client
- **Partners** are all the software, hardware or service solutions integrated and compatible with PAYINTECH's Services

## SECTION 2 - DESCRIPTION AND FUNCTIONALITY OF THE SERVICE

### Section 2.1 - The Configuration Interface

This system is configured by the Client using a Configuration Interface made available to it. The PAYINTECH teams can assist the Client with this configuration but the Client remains solely responsible for the correct configuration of the system.

### Section 2.2 - Training

PAYINTECH will provide the client with a comprehensive knowledge base that it can use to conduct its own training. Where specified on the estimate, PAYINTECH teams can provide the Client with training on the use of the system in accordance with the terms defined in the estimate. Two types of training can be delivered:

- PAYINTECH instructs the Client on how to use the Configuration Interface. Anyone with access to this Configuration Interface will have to be trained by PAYINTECH or by an employee of the Client who is qualified to deliver this training.
- PAYINTECH instructs managers, designated by the Client, on the proper usage of the Business Application. On the basis of the training delivered by PAYINTECH and the documentation provided, these managers are then responsible for training other Operators who may need to use this Business Application.

Other types of training may be delivered by PAYINTECH if the Client expresses a need for such: legal, accounting, marketing or communication. Only training programmes stated on the estimate can be delivered by a PAYINTECH instructor.

PAYINTECH is registered as a training organisation under number **11922085992**.



### Section 2.3 - Use of NFC Tags

The payment system put in place operates using NFC Tags, which constitute the End User's payment method, and Terminals, which communicate with these NFC Tags.

The NFC Tags provided to End Users are loaded with the data and identifiers required for the Service to operate.

The End User can access online features by creating a web account via PC or mobile at the web address [www.cashless.fr](http://www.cashless.fr) and registering their NFC Tag using the alphanumeric characters printed on it or using the number on a specific ticket printed on demande by an Operators:

- Check balance and spending
- Top-up NFC Tag using a credit or debit card (if the option has been activated and the necessary set-up has been put in place by the Client)
- Block their NFC Tag in case of loss or theft
- Refund the End User's remaining balance (if the option has been activated and the necessary set-up has been put in place by the Client)
- Transfer of ownership of the NFC Tag to another End User

The set-up and running of these features is only possible with a stable Internet connection.

### Section 2.4 - Purchase of Terminals

The Client purchases its Terminals from PAYINTECH.

Packaging is done by a Partner company of PAYINTECH that specializes in storage and logistics. The configuration and installation of the Terminals must be done by the Client, unless specified otherwise on the Estimate

Upon delivery, the Client signs a delivery note, stating, where necessary, any reservations it has regarding the acceptance of the delivery note. If no reservations are indicated on the delivery note, the equipment is deemed to have been received in perfect working order.

### Section 2.5 - Policies applied to the End Users

The Client can invoice the End User for the NFC Tag at its desired price. It may also decide to provide the Device free of charge.

PAYINTECH provides the Client with the technical option of allowing the remaining balances of End Users to be refunded to them from their NFC Tags. These refunds may be done at point of use or online, at the Internet site accessed via PC or mobile, using the address [www.cashless.fr](http://www.cashless.fr)

### Section 2.6 - NF525 certified POS software

For Clients governed by the regulations set out in Article 88 of French Law 2015-1785 of 29 December 2015, PAYINTECH offers its independently certified NF 525 PAYINTECH PLUS POS software. PAYINTECH cannot be held responsible for the choice of product made by the Client. The latter confirms that it has received the necessary advice from PAYINTECH concerning current regulations.

### Section 2.7 - Catalogue of Selected Partners

PAYINTECH offers the Client a catalogue of Partners with whom the Client may enter into a direct contractual relationship on the recommendation of PAYINTECH. These Partners may offer complementary solutions to those provided by PAYINTECH. In all cases, the Client will benefit from a preferential relationship with these Partners and generally negotiated rates.

## SECTION 3 - RESPONSIBILITIES OF THE CLIENT

The Client undertakes to work honestly and pro-actively with PAYINTECH and, in particular, to provide it with or facilitate its access to all information or documents that it may need in order to execute the Service under the present contract.

### Section 3.1 - Appropriate communication of requirement

The Client undertakes to collaborate with PAYINTECH and to send it all the information required by PAYINTECH for the purposes of executing the present contract.

In particular, it undertakes to communicate, in a timely manner and prior to signature of the estimate, all information concerning the use of the Service (dates, times, site installation plan(s), number of expected End Users and any other relevant information).

As such, the Client is responsible for the accuracy of the information that is required to set up the Service and for communicating it to PAYINTECH in good time.

If the Client makes a mistake in its assessment of its requirements, for example in assessing the number of End Users, and/or if any of the information transmitted is inaccurate and this mistake or inaccuracy results in the Service failing to meet the Client's requirements, PAYINTECH shall not be held liable for any loss suffered by the Client.

### Section 3.2 - Configuration Interface

The Client is independent and responsible for all information entered into the Configuration Interface and for complying with the schedule for implementing the solution at the right time, especially, but not limited to:

- the names of the articles and services sold
- their sale prices and current VAT rates
- the accepted methods of payment
- the type of consumption unit and especially free credits

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- the legal information on the tickets and the rights accorded to its vendors

PAYINTECH cannot be held liable for the type of articles sold using its system and will not ask the Client to produce any document or licence to prove that it is entitled to do so (such as for the sale of alcoholic drinks, for example).

For online or in-person credit or debit card payments, PAYINTECH shall not be held liable for the opening and configuration of card payment contracts with the Client's bank (distance selling or in-person contracts).

### Section 3.3 - Terms of Use of NFC Tags

The Client has full ownership of the NFC Tags. When supplying the End User with the NFC Tag, the Operator must make sure it is operating correctly. The End User must use the NFC Tag in accordance with the instructions provided to them in order to avoid damaging it.

The End User must ensure that the NFC Tag is kept safely. If the End User loses the NFC Tag, PAYINTECH will not be liable for reimbursing either the End User or the Client for this loss.

If the NFC Tag is used by other services published by third-party companies (access services, for example), PAYINTECH will not be held liable for any malfunction caused by improper usage on the part of a third-party company.

### Section 3.4 - Terms of Use of the Business Application and Terminals

The Client undertakes to follow the instructions provided by PAYINTECH concerning the use of the Business Application and Terminal. PAYINTECH has informed the Client about the features and operating instructions of the Business Application.

The Client undertakes only to entrust the Terminals to qualified individuals, who have completed the training delivered by the Client and who have the physical and intellectual resources required to use the Business Application and the Terminals.

The Client is responsible for the electrical system, which must be safe and comply with current regulations, and for the continuous supply of sufficient electricity for the Service to run properly, as well as the equipment required to plug in the Terminals (multiple sockets and extension cables).

The Client is responsible for the running, quality, stability and security of its telephone and Internet network infrastructures, whether wired or wireless, that are necessary to certain features of the Service.

The Client is responsible for any damage caused to the Terminals resulting from use other than that for which they are intended, from use under conditions other than those specified, from non-compliant use or from a fault in the electrical systems. As such, it must take all necessary steps to ensure the safety of the area in which the Terminals are installed and the surrounding areas, particularly those accessed by the public.

The Client is accessing PAYINTECH's software in accordance with the provisions of the French Law on Confidence in the Digital Economy, of 21 June 2004, reproduced under Article 323-1 of the French Criminal Code, which prohibits fraudulently accessing or making use of an automated data processing system.

### Section 3.5 - Refund of Remaining Balances

PAYINTECH advises the Client to set up the option to refund remaining balances on NFC Tags. The Client is solely responsible for setting up this refund option or not, for the duration of the refund option, for any charges applied to the End User and for the validity period of the consumption units. Any claim, issue or dispute relating to refunds will be dealt with by the Client.

### Section 3.6 - Communication with End Users

The Client is solely responsible for communicating with End Users. The Client is therefore responsible for the customer experience it sets up and for the information provided to the End User about how the Service works. The Client is also responsible for communicating its own terms of use to the End Users, concerning both the Service and any other specific elements.

On all these points, the Client may under no circumstances blame PAYINTECH for any omission. Any claim made by an End User concerning these matters will be dealt with by the Client and not by PAYINTECH.

### Section 3.7 - Civil Liability Insurance

The Client confirms that it has in place a civil liability insurance policy covering damages caused to PAYINTECH or to any third party through its fault, effective from no later than the first day of activity and valid for the full term of the contract.



### Section 3.8 - Management of After Sales Service for End Users

Unless otherwise specified on the estimate, the management of After Sales Service dealing with the questions of End Users is the Client's responsibility. This management concerns, among other things, questions relating to the refund of remaining balances, questions following the loss or theft of an NFC Tag, and questions for information about this method of payment.

## SECTION 4 - PAYINTECH'S RESPONSIBILITIES

### Section 4.1 - Duty to Advise

The Client confirms that it has provided PAYINTECH with all relevant information to enable PAYINTECH to perform its duty to advise, particularly in relation to the correct scale of the project in terms of:

- The number of Terminals installed
- The number of NFC Tags ordered
- The number of training days delivered
- The number of days of installation
- The number of points of sale and charging points
- The state of the telephone and Internet network infrastructures
- The site installation plan

By signing the estimate, the Client confirms that it has been fully informed of and accepts the project details indicated above.

### Section 4.2 - Service maintenance

As part of the Service, PAYINTECH shall provide corrective maintenance only on the software services made available to the Client under this contract. PAYINTECH undertakes to respect its Quality Charter as detailed in Annex 1.

In the event that the correction of an element is needed, PAYINTECH shall make every effort to provide a corrective or alternative solution within a reasonable time frame, following receipt of a notification sent by the Client to the customer service. PAYINTECH reserves the right to make these corrections by providing an update or a new version, which the Client undertakes to install in place of the existing one, no later than 30 days after it has been provided. If it fails to do so, PAYINTECH shall not be under any obligation towards the Client with respect to possible disruptions detected in any version older than the most recent one provided.

### Section 4.3 - Maintenance of Terminals

For the full term of the contract, the Client must inform PAYINTECH of any failures affecting the Terminals. No intervention or repair should be undertaken by the Client other than those on which it was trained during the training delivered by PAYINTECH.

PAYINTECH is bound by an obligation of means in the performance of maintenance on the Terminals and undertakes to repair or replace the Terminals as soon as possible following the Client's request. This obligation is effective throughout the guarantee period mentioned in the estimate and subject to the Client's strict compliance with the terms of use of the Terminals as detailed in Section 3.4.

In the event of failure to comply with the terms of use of the Terminals as detailed in Section 3.4, an estimate will be issued for any maintenance operations on the Terminals requested by the Client.

In the event that the Client purchase the Terminals independently and installs the Business Application on them, PAYINTECH shall not be held liable for any potential non-compatibility, malfunction, fraud or attempted fraud.

### Section 4.4 - Liability of Partners

PAYINTECH is supplying the Client with a list of Partners whose services are compatible with its own Services. PAYINTECH can also supply the delivery time-scales and preferential rates that it has negotiated with the Partner in advance. These details are provided for information only and may be revised by the Partner in the context of its relationship with the Client.

PAYINTECH shall not be held responsible for products and services supplied by its Partners. PAYINTECH only plays an advisory role in the Client's choice.

If the Client decides to work with a supplier who is not on PAYINTECH's list of recommended suppliers, PAYINTECH shall no longer be held responsible for the correct running of its own Services.

### Section 4.5 - Discharge of Liability

PAYINTECH cannot be held liable as a co-operator of the Client's business, being only a technical service provider.

In the event of any dispute relating to PAYINTECH's provision of services, the latter's liability may only be invoked in relation to a loss related directly to the performance of this contract, to the exclusion of any indirect loss caused, particularly to any third party to the contract.

In principle, PAYINTECH may not be held liable for any direct and/or indirect operating losses suffered by the Client as a result of the installation.

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Under no circumstances shall PAYINTECH be forced to indemnify the Client for an amount higher than the sums actually received by PAYINTECH from the Client for any service or services deemed by a Court ruling not to have been performed, to the exclusion of amounts paid in respect of the sale of the Terminals and NFC Tags required for the performance of these services.

#### Section 4.6 - Civil Liability Insurance

PAYINTECH has a civil liability insurance policy in place covering losses caused to the Client or to any third party by its Service.

### SECTION 5 – RECEIPT OF CREDIT/DEBIT CARD FLOWS

Under certain conditions and at PAYINTECH's discretion, the Client may choose to have PAYINTECH receive credit and debit card flows on the Client's behalf. In this case, PAYINTECH undertakes to pay the funds on to the Client within a maximum of 30 days.

PAYINTECH declares that on 6 December 2017 it received an exemption from the French Prudential Supervisory and Resolution Authority (ACPR) as a payment establishment.

The Client undertakes to sell, through this private payment system, the goods and services included in the following categories:

- Food services and foodstuffs
- Soft drinks
- Alcoholic drinks
- Clothes and textiles
- Souvenirs and related products and services

The funds are collected into an escrow account, opened by PAYINTECH with a bank authorised to receive such funds and are held on behalf of the Client. This account is separate from the accounts used by PAYINTECH for its day-to-day business, and PAYINTECH may not use these funds for its own purposes in any way whatsoever

Commission invoiced to the Client for this Service will be deducted when the sums are paid on.

### SECTION 6 - CONFIDENTIALITY

Confidential information is considered to mean any information, of any kind whatsoever, which has not fallen into the public domain, and which the recipient party knows or has reason to believe is confidential or contains trade secrets belonging to the other party, or any information which one of the parties is obligated to keep confidential (for example, by virtue of contractual or other types of obligations towards a third party).

All Confidential Information disclosed under this Contract shall remain the exclusive property of the disclosing Party.

The recipient Party shall not disclose the disclosing Party's Confidential Information and shall exhibit the same degree of care, discretion and diligence to protect the Confidential Information of the disclosing Party as that exhibited by the latter to protect its own Confidential Information. The recipient Party shall ensure that access to the Confidential Information is limited to the members of its staff who need to be aware of it, and shall instruct its employees to keep this information confidential.

It is understood, however, that PAYINTECH may disclose the Client's Confidential Information to the following individuals on a need-to-know basis: (i) its subcontractors, on the understanding that PAYINTECH will remain liable for any unauthorised disclosure of the Client's Confidential Information by its subcontractors, (ii) its employees. In addition, PAYINTECH will set up and apply the security measures required by law and those agreed in advance with the Client to prevent any unauthorised access of the files containing the Client's information.

Notwithstanding the preceding provisions, the recipient Party may disclose Confidential Information (i) to the extent necessary to comply with any law, decree, regulation or ruling that may apply to it, (ii) under the appropriate conditions when responding to any subpoena or summons, or in relation to any legal action, and (iii) to the extent necessary to assert its rights under this Contract.

At the request of the disclosing Party, the recipient Party shall return or destroy all the disclosing Party's Confidential Information which it has in its possession, with the exception of Confidential Information which must be kept by law or which would be considered necessary for the defence of its rights in the event of a claim. The provisions in this section shall remain effective for three (3) years after the termination of this Contract.

### SECTION 7 – INTELLECTUAL PROPERTY

PAYINTECH is the sole proprietor of all the intellectual property rights pertaining to the development of the software which it provides to the Clients.

The apps, brands, drawings and models, images, text, photos, logos, graphics, software and programmes, search engines, database structures, sounds, videos, domain names, designs and all other content made available to the Client by PAYINTECH, whilst not an exhaustive list, are the

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exclusive property of PAYINTECH and are protected by copyright law, trademark law, patent law and all other intellectual and industrial property laws in force.

Any reproduction and/or representation, in total or in part, of any of these rights without the PAYINTECH express permission is forbidden and would constitute an infringement as sanctioned by articles L. 335-2 onwards of the French intellectual property code.

The Client expressly undertakes to ensure that the use of the hardware and software installed in no way violates the rights of PAYINTECH or those of third parties.

## SECTION 8 - PERSONAL DATA

Under these General Terms and Conditions of Use, each Party is obliged to respect all the obligations incumbent upon it in terms of the protection of personal data, including but not limited to the General Data Protection Regulation (EU) 2016/679 of the European Parliament ("GDPR"), and any national law applicable to the collection of personal information.

Under these General Terms and Conditions of Use, the Parties acknowledge that they are acting as joint data controllers for the purposes of the personal data processing operations required for the supply of the Services, in accordance with Article 26 of the GDPR.

The Parties agree to be joint and severally liable for losses suffered by anyone affected by the breach of any national law applicable to the collection of personal data. In the case of such an infringement, the person affected may take legal action against either Party. The Party agrees that if one of them is held responsible for a violation committed by the other Party, the second Party will recompense the first Party, to the extent of its liability, for any cost, charge, damages, expense or loss incurred by the first Party.

In general, the Parties must take all appropriate technical and organisational steps to guarantee the confidentiality of personal data and to protect them from any accidental or illegal destruction, accidental loss, damage, or unauthorised distribution or access, especially during the transmission of data over a network, and from any unlawful processing. In this respect, the Parties undertake in particular to ensure that the individuals authorised to process personal data undertake to respect its confidentiality or are bound by an appropriate legal obligation of confidentiality.

Each Party must also respond, in a timely fashion and to the extent possible, to requests for information from the supervisory authority concerning the processing of relevant personal data and to any request from the person concerned regarding the processing of their personal information.

If one Party wishes to use the personal data collected in accordance with the present General Terms and Conditions of Use for purposes other than those stated when the data was first collected from the persons in question, it must do so in compliance with the applicable regulations, which may involve the communication of additional information or the collection of specific consent. Responsibility for these additional formalities will lie exclusively with the Party wishing to use the personal data for purposes other than those of these General Terms and Conditions of Use.

In accordance with Article 26 of the GDPR, this clause will be made available to the persons concerned upon request.

## SECTION 9 - TERM, PRICE AND COMMITMENT

### Section 9.1 - Term of commitment

The Contract shall take the form of a subscription to the PAYINTECH Services for a minimum commitment period of 3 years.

At the end of this initial commitment period, this Contract shall be tacitly renewed every year for periods of one year, unless otherwise specified by the Client. This non-renewal request may be sent by email, at least one month before the end of the commitment period, to the following email address: [administratif@payintech.com](mailto:administratif@payintech.com).

In any case, the Client has the right to access the administration interface of the Service for a period of one year following the end of use of the Service.

### Section 9.2 - Termination

In the event that one of the Parties fails to fulfil one of its obligations, the other Party shall be entitled to terminate the Contract, without prejudice to its right to claim any damages that may arise as a result of said failure, provided that a formal notice has been sent and gone unheeded for 15 days.

The following, in particular, shall be considered justified reasons for PAYINTECH's termination of the contract:

1. Use of the Service for any purpose other than the intended one;
2. Misuse of the Service made available to the Client, in particular use for illegal purposes;
3. Misuse and/or illegal use of the personal data of End Users;
4. Failure to pay a single payment by the due date.

In the event that the Contract is terminated as a result of non-compliance on the part of the Client, the full balance of the amounts envisaged in the contract shall be due for payment by the Client.

### Section 9.3 - Assignment

Rights and obligations pertaining to the GTCU may not be assigned or in other manner transferred to others without the prior written approval of the other party. Such approval cannot be unreasonable withheld. Approval is not necessary if the GTCU transferred in whole as a consequence of that PAYINTECH merges, demerges, transfers its operations or otherwise is re-organizing.

### Section 9.4 - Prices and payment terms

The price of setting up the Service and the components necessary for the operation thereof is set out in the attached estimate. The payment terms and deadlines are detailed in the quote.

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Every invoice must be paid by the due date mentioned therein, unless otherwise jointly agreed between the Client and PAYINTECH.

These amounts are payable in full and are exclusive of tax. They are therefore net prices which do not include present or future levies, in particular withholding taxes, deductions, fees or other charges. The Client shall pay all the taxes and charges based on or arising from the contract (including VAT, customs duties and withholding taxes). If the Client is legally bound to make certain deductions from or apply withholding taxes to the amounts owed to PAYINTECH, it must pay the provider the additional amounts so that the net amounts received by PAYINTECH are the same as those which PAYINTECH would have received had there been no obligation to make these deductions.

Failure to pay an invoice by its due date shall result in late-payment fees being applied. These shall be calculated by applying the effective legal rate of interest of the European Central Bank plus 12 percentage points to the amount of said invoice, from the first day of the delay. A compensatory amount of € 40 shall be payable for recovery costs, for every unpaid invoice.

## **SECTION 10 - MISCELLANEOUS PROVISIONS**

### **Section 10.1 - Commercial Provisions**

The Client authorises PAYINTECH to mention the Client's name as a business reference on any media.

Any communication issued by one Party about the other Party as a Company and about matters other than those relating to the Service, must be approved in advance by the other Party. This agreement will also establish these terms of communication.

In communications between the Client and its End Users, the Client is only authorised to use the Cashless trademark, Cashless.fr or its own trademark. As the PAYINTECH trademark is for business customers, it cannot be used for these purposes.

### **Section 10.2 - Non-solicitation of employees**

The Parties shall refrain from directly or indirectly poaching or attempting to poach the employees of the other Party without the consent of both Parties.

This waiver shall apply for the entire duration of the contract and for the twelve (12) months following its expiry or termination for whatever reason.

## **SECTION 11 - GENERAL PROVISIONS**

### **Section 11.1 - General points**

The headings of each section of this contract are only intended to facilitate comprehension thereof and should not affect the way in which the contract is interpreted.

No provision of the contract may be considered to have been removed, supplemented or modified by either Party unless a legal document has been drafted and signed by the authorised representatives of both Parties in the form of an addendum that expressly relates to the decision to stop enforcing the clause, to supplement it or to modify it.

### **Section 11.2 - Entire agreement**

These General Terms and Conditions and the estimate accompanying them constitute the entire agreement concluded between the Client and PAYINTECH and supersede any earlier written or verbal agreement relating to the subject hereof.

Any additional or different terms and conditions relating to the subject hereof that are mentioned in any written or verbal communication directed at PAYINTECH shall be unenforceable.

### **Section 11.3 - Severability**

If a stipulation contained herein must be deemed invalid or unenforceable, for any reason and to any extent whatsoever, this invalidity or unenforceability shall have no bearing on the validity and enforceability of the other clauses of said General Terms and Conditions, and the stipulation in question shall be applied to the extent permitted by law.

### **Section 11.4 - Force majeure**

The Parties shall not be held responsible for failure to fulfil any of their obligations under this contract as a result of a force majeure event, as defined by case law.

If such circumstances persist for a period of more than one (1) month, the Parties agree to hold discussions with a view to amending the terms of their respective commitments.

If no agreement may be reached, the Party whose obligations are not affected by the force majeure event may withdraw from these commitments, without incurring damages, by sending a written notification by registered letter with acknowledgement of receipt, provided that either PAYINTECH reimburses, pro rata temporis, the sums which it has already received under the contract and which correspond to the portion of the services it has not provided, or the Client pays, pro rata temporis, the sums it owes PAYINTECH for the portion of the services provided by the latter, or any unpaid commissions it owes PAYINTECH.

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**Section 11.5 - General financial security obligations**

The Parties undertake to comply with all the current and future legislative and regulatory provisions which apply to them, or which apply in the context of the Service covered in this contract, and in particular those relating to the prevention of money laundering, terrorism and corruption.

In this respect, the Client shall protect PAYINTECH and hold it harmless from any convictions or damages, including reputational damages, that it may incur as a result of the Client's failure to comply with the laws and regulations applicable to it and relating to the prevention of money laundering, the financing of terrorism and corruption.

**Section 11.6 - Applicable law**

These General Terms and Conditions are governed by French law.

This applies to the substantive rules and procedural rules and notwithstanding the place of performance of the obligations arising from these General Terms and Conditions.

**Section 11.7 - Statutory limitation period**

Unless otherwise stipulated by public order provisions, all legal actions between the parties shall be time-barred if they are not brought within two years.

**Section 11.8 - Dispute resolution**

In case of any disputes and if the Parties are unable to reach an amicable solution, express jurisdiction shall be assigned to the competent courts of the Court of Appeal of Paris, notwithstanding the presence of multiple defendants or the introduction of third parties, including for emergency or protective measures, via summary or ex parte proceedings.



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# ANNEX 1: QUALITY CHARTER

PAYINTECH will make every effort to reach the performance levels stated below

## 1. Service Availability

PAYINTECH will make every effort to ensure that the Service is available and accessible to the Client 24 hours a day, 7 days a week, subject to the occurrence of any event of force majeure, as defined by French case-law, or to any update or maintenance operations. As far as possible, maintenance operations will be scheduled with 48 hours' notice.

## 2. Support

PAYINTECH undertakes to ensure that its support service is open in accordance with a minimum timetable of 9am to 12pm and 2pm to 5pm (French time), Monday to Friday. The Supplier undertakes to ensure that its average response time for requests for assistance is less than 1 (one) working day. The support service is available at the email address [support@payintech.io](mailto:support@payintech.io) during the hours stated above. This contact information may be changed by means of a simple email notice sent to the Client's teams.

The Client is informed that the level of support offered follows the below scale:

- Level 0 = Resolution by the Client with the self-service knowledge base
- Level 1 = Diagnostic and identification of the incident with the customer service. Resolution or transfer to level 2
- Level 2 = Technical and functional diagnostic of the incident and level 1 assistance. Resolution or transfer to level 2
- Level 3 = Design and development of a incident resolution or workaround

The Client is also informed that this support service is not responsible for dealing with requests from End Users or from the Client's points of sale. The Client is responsible for the independent management of its After Sales Service.

## 3. Technical Service

PAYINTECH's technical service will make every effort to guarantee the following processing and response deadlines:

Type of request	Response time	Resolution time
Minor malfunction	2 days	1 week
Significant malfunction (Example: Management difficult for the operator)	4 hours	2 days
Critical malfunction (Example: payment impossible)	2 hours	4 hours

The Client is informed that the malfunction processing time is subject to the transmission of precise information enabling PAYINTECH to identify the origin of the problem. The time required to obtain this information from the Client is not included in the deadlines stated above.

