

# Terms and conditions of use of the TONEOFIRST mobile application

Effective xx 2023

## 1. General framework

### 1.1 XXXX legal information

These general terms and conditions of use ("GTCU") are offered by BD MULTIMÉDIA, a limited company with a share capital of 5,150,000.00 euros registered in the Paris Trade and Companies Register under number 334 517 562, whose registered office is located at 16 cité Joly, 75011, Paris, France (hereinafter the "Company").

The Company is a payment institution authorized and supervised by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) under the reference CIB 16748. As such, it complies with the same regulatory obligations as banks and credit institutions.

The Company is also registered by the Autorité de Contrôle Prudentiel et de Résolution ("ACPR") under number XXXXXX as a payment services agent for the electronic money institution Xpollens, a société par actions simplifiée with capital of 64,427,585 euros, headquartered at 110 avenue de France 75013 Paris, registered with the Paris Trade and Companies Registry under number 501 586 341, (e-mail: [contact@xpollens.com](mailto:contact@xpollens.com)).

Xpollens is an electronic money institution authorized by the ACPR under bank code (CIB) 16528, to issue and manage electronic money, and/or to provide certain payment services. Xpollens is subject to the supervision of the ACPR (4 place de Budapest, CS 92459, 75436 Paris Cedex 09) and is registered on the list of establishments authorized to carry on business in France, as published on the website <https://www.regafi.fr>.

The Company has called upon Xpollens, which provides the payment services (opening of the Payment Account and issue of an associated Payment Card) ("Payment Services"), according to the terms and conditions set out in Xpollens' General Terms and Conditions of Use "Account GTC" and General Terms and Conditions of Use Card ("Card GTC) accepted by the User. The CGU Account and CGU Card of Xpollens are available for consultation on your Personal Space within TONEOFIRST application and on the TONEOFIRST website.

The purpose of these Terms and Conditions is to set out the terms of access and use of the software application published by the Company (hereinafter the "Application").

The publication manager is Mr Daniel DORRA.

All users of the Application must read and accept the GCU insofar as they apply to any use of the Application.

### 1.2 Available languages

These GCU are written and made available to our French customers. All our communications concerning these GCU will be written in French or in the language you have chosen in your Application. If these GCU are translated into another language, the translation is given for information purposes only and the French version will remain the official version.

### 1.3 How and why can we contact you?

We will send you service notifications or other information related to the use of the Application by e-mail, SMS or via the Application. These will be in French or in the language you have chosen in the Application.

In order to comply with legal and regulatory requirements, we may need to request more information from you (for example, if your spending increases). Please provide us with this information promptly so that this does not cause any problems with your Payment Account or our Payment Services.

### 1.4 How to contact us

You can contact our customer service directly via chat in the TONEOFIRST Application or by e-mail at [.contact@toneofirst.com](mailto:.contact@toneofirst.com)

Our customer service hours are 9:30-12:30 (Paris time).

## 2 - Definitions

The terms below shall have the meanings given to them in this article when used with a capital letter in these GTC.

|                                  |  |
|----------------------------------|--|
| Application Platform or          | refers to the application from TONEOFIRST available at iOS and Android   |
| Appendix "TONEOFIRST price list" | means the pricing conditions for TONEOFIRST products.  |
| Payment or credit card           | designates the payment card issued by Xpollens in the Customer's name, enabling the Customer to carry out transactions and manage his/her account.   |
| Contrat Cadre                    | Refers to the framework contract for payment services concluded between XPOLLENS and the User, which includes the Card Terms and Conditions and the Account Terms and Conditions. They are available to the User on the TONEOFIRST Application.                        |
| TONEOFIRST contract              | Refers to the contractual agreement between BD MULTIMÉDIA and each of its Users. It includes the present GCU and the Appendix "TONEOFIRST Tariffs".  |
| TONEOFIRST payment account or    | Refers to the payment account, within meaning of Article L314-1 of the French Monetary and Financial Code, opened in the Customer's name via the Company in the books of Xpollens. It must be used in accordance with the Xpollens Account GCU signed by the Customer. |

|                             |   |
|-----------------------------|---|
| Personal Area               | Secure section of the application reserved for each user, offering personalized functionalities such as payment account management, card management, preferences, etc.  |
| KYC (Know Your Customer)    | Refers to "Know Your Customer", obtained from all the information and documents transmitted by the User in order to verify his/her identity.  |
| Code PIN of the application | is a six (6)-digit code used access the application.  |
| Protected adult             | Refers to any natural person who, by decision of a judge, benefits from a legal protection measure whereby another person helps to protect his/her interests (i.e.guardianship, curatorship, safeguard of justice, etc.).   |
| Services de Paiement        | Refers to the payment services attached to the Account.   |
| Transaction(s)              | refers to all transactions on a Payment Account.  |
| User(s) or Customer(s)      | means any person who uses the Application after registering on the Application.   |
| Limited User                | designates the default status given to the User registering for the Application. The User may then access the Application to explore the services offered and modify his/her profile, but may not carry out any activity or payment transaction on the Application. |
| Verified User               | designates the status given to the User after transmission of the requested documents and in compliance with the conditions set out herein. Only a Verified User may use his/her payment account and order a payment card.  |

### 3 - Purpose of the GCU

The purpose of these GCU is to define the terms and conditions under which Users may access and use the Application.

Any person accessing the Application undertakes to comply, without reservation, with these GCU, which are notified to Users for acceptance prior to their use of the Application.

The Company is free to modify these GTU at any time and without prior notice, in order to take into account any legal, jurisprudential, editorial and/or technical evolution. The prevailing versions are those accessible online at the time use of the Application.

The GCU applicable are those in force at the date of connection and use of the

Application by Users. They are signed by the Customer when registering on the Application, and can be consulted at .

You may also request a copy of these T&C at any time via the Application or by writing to us at [contact@toneofirst.com](mailto:contact@toneofirst.com)

#### **4 - Entry into force and duration of the GCU**

The GCU come into force on acceptance by the User.

The GCU are in force between the Company and the User for as long as the User uses the Application and lawfully accesses the Application.

They may be terminated at any time by the Licensee or the by registered mail with return receipt requested. Termination by the Account Holder takes effect thirty (30) days after the date of dispatch of its notification to the Company. Termination by the Company shall take effect two months after the date of dispatch of its notification to the User. In the event of closure of the User's Payment Account, the GCU will be automatically terminated without notice. The User undertakes to comply with all contractual obligations under the GCU until the aforementioned date. As of the effective date of termination, the User is no longer entitled to use the Application, and the Company may take any measures necessary to do so.

#### **5 - Application description**

The Application consists of the Platform and can be accessed online from the mobile Application called TONEOFIRST, which is available on iOS and Android.

The Company offers Users a Platform enabling them to benefit from payment services through the electronic money institution XPOLLENS established in France.

##### 5.1. User authentication

If the User has already registered, he can access the Application directly. If not, they must validate the TONEOFIRST contract and enter their surname, first name, home address, e-mail address and telephone number. To validate his e-mail address, he receives an e-mail containing a code that he must enter in the Application. With this information, the User opens a payment account with XPOLLENS and obtains the status of Limited User.

##### 5.2. Verified User Status

To obtain the status of Verified User, the User must complete a second step to validate his or her identity, called KYC (Know Your Customer).

The Limited User must then complete his KYC profile:

- Send a copy of your ID ;
- Taking a selfie;
- Declare a residence address in France, Europe and French territories;
- Enter your socio-professional category, income bracket and asset bracket; [certify that you are not a US Person or a Protected Adult](#);

- Enter your tax information
- Sign the Xpollens Account Terms and Conditions and the Xpollens Card Terms and Conditions.

This information is then sent to Xpollens for verification. The Limited User then obtains Verified User status if Xpollens validates this data. Xpollens reserves the right to refuse to enter into a business relationship with a User.

### 5.3 Personal space

Only a Verified User may use the Personal Area on the Application to carry out payment transactions or activities in connection with his/her Payment Account or Payment Card.

Access to this area is secured by a mobile PIN code or the facial authentication or fingerprint of the User's telephone.

He then perform the following actions:

- Update your personal information and KYC profile;
- Update notification preferences ;
- View and/or manage your login details (change your password or mobile PIN code) ;
- Consult and/or manage your Payment Account and associated payment services in accordance with the Xpollens Account GCU signed in advance;
- Consult and/or manage your Payment Card in accordance with the previously signed Xpollens Card GCU (order Payment Card; consult Payment Card numbers/expiration date/cryptogram; limits and current consumption);
- Carry out certain Payment Transactions, such as issuing transfers, topping up your Account or managing direct debits;
- View and/or manage your list of beneficiaries ;
- transaction history ;
- View and/or download all documents, including Payment Account statements, RIB / IBAN and this Contract;
- Contact Customer Service ;
- Report a problem with the Application or Services ;
- Exercising your right of withdrawal ;
- Request the closure of your payment account ;

### 5.4. TONEOFIRST account

From the Application, the Verified User can consult the balance of his Payment Account in real time.

The terms of use of the Payment Account are governed by the Xpollens Account GCU, signed by the Customer.

### 5.5. The payment card

Only a Verified User may order a Payment Card from the Application. The terms of use of the Payment Card issued by Xpollens are governed by the Xpollens Card GCU, signed by the Customer.

For each Transaction carried out with his card, the User receives a notification with brief details of the payment he has just made.

From the Application, the Verified User finds a list of his Transactions. Depending on the Transaction, they can obtain more details about it: the amount, the name of the retailer, the day and time of the Transaction.

The Verified User can manage his or her Payment Card from the Application:

- [view your payment card'digits, expiry and cryptogram;](#)
- check the PIN code of the payment card;
- blocking/unblocking your payment card ;
- 
- consult the monthly payment limit;
- consult the weekly withdrawal limit.

All these operations are secured using the PIN code to be entered in the Application or authentication or the phone's fingerprint.

### 5.6. Application access

Each time the User returns to the Application, he must enter his Application PIN, or use his phone's biometric functions.

## **6 - Accessibility of the Application and availability of services offered by the Company**

The Company endeavors to provide access to the Platform 24 hours a day, 7 days a week, except in the event of force majeure as defined article 1218 of the French Civil Code and applicable case law, or of an event beyond its control, and subject to any breakdowns and maintenance operations necessary for the Platform to function properly.

However, the Company cannot guarantee the availability of the Platform and/or the services, the reliability transmissions and performance in terms of response time or delay.



quality. Technical assistance is provided to the User by electronic or telephone means. The Company shall not be held liable for any inability to access the Application.

P Furthermore, the Company may interrupt the Application or part of its services at any time without notice and without entitlement to compensation.

The User acknowledges and accepts that the Company shall not be liable for any interruptions, and for any consequences that may arise therefrom for the User or any third party.

## **7 - Conditions access to the Application and associated services**

Users wishing to access the Application and benefit from its services must enter their contact details and the information requested when registering on the Application.

At the very least, the User must meet the following conditions:

- Be a French tax resident
- Be legally capable
- Be able to provide a valid official identity document
- Be able to provide an e-mail address
- Be able to provide a document proving French residency

In addition, the Client wishing to access the Services must accept the XPOLLENS Framework Agreement Payment Services.

## **9 - Suspension or removal of access to the Application**

In the event of a User's failure to comply with these conditions, a Société may decide to suspend or remove access to the Application, particularly in the event of a User's failure to comply with the TONEOFIRST Contract.

This suspension or cancellation will be carried out without notice.

## **10 - Pricing conditions**

The pricing conditions opening a TONEOFIRST account are described in the "TONEOFIRST Tariffs" appendix and are updated regularly.

## **11 - Obligations of Users**

Users undertake to use the Application in accordance with the conditions set out in the TONEOFIRST Contract.

In particular, Users shall refrain from any use of the Application that is contrary to any applicable legislation.

Under no circumstances shall the Company be held liable in this . Users are solely responsible for their use of the Application.

More generally, Users undertake:

- not to reproduce permanently or temporarily the Application, in whole or in part, by any means and in any form;
- not to use any software or process intended to copy the content without the prior written authorization of the Company;
- not to adapt, modify, translate, transcribe, arrange, compile, decompile, assemble, disassemble, transcode or reverse engineer all or part of the Application;
- not to export the Application, nor to merge all or part of the Application with other computer programs;
- expressly refrain from using software or devices likely to disrupt the proper functioning of the Application, nor from taking any action likely to impose a disproportionate burden on the Company's infrastructures;
- not to extract or reuse, including for private purposes, any substantial part of the content of the databases constituted by the Application;
- not to set up systems likely to pirate the Application in a way as to violate the TONEOFIRST Contract;
- not to sell, rent, sub-license or otherwise distribute the Application to third parties.

## **12 - Users' warranty and liability**

Users acknowledge and accept that they are solely responsible for their use of the Application.

Furthermore, Users acknowledge and accept that they assume full responsibility for any publication of content (including visual, textual and audio content).

Furthermore, Users indemnify the Company against any action by third parties or other Users claiming infringement of their rights against the Company.

## **13 - Right of withdrawal**

In accordance with current legislation, the User may exercise his right of withdrawal within fourteen (14) calendar days from the date acceptance of the GCU.

To exercise his right of withdrawal, the User must notify his decision to withdraw in writing either :

- by post TONEO FIRST 16 cité Joly 75011 PARIS
- by e-mail [contact@toneofirst.com](mailto:contact@toneofirst.com)

The notice of withdrawal must include the following information:

- Name and surname
- E-mail address and telephone number
- The service you wish to cancel
- The date of subscription

The User understands and accepts that if he/she begins to use the XXXX Services before the end of the withdrawal period, he/she may be liable for the amount proportional to the Services used up to the date of notification of withdrawal.

### **13 - Limitation of the Company's liability**

The Company uses its best efforts to provide the Services and the Application in good working order within the limits set out below.

The Company assumes no responsibility for the use of the Platform by Users, who use the Platform at their own risk.

Without prejudice to the foregoing, it is specified that the Company is required to verify the identity of Users accessing the Platform as part of the control phase called "Know Your Customer". In addition, the Company may modify messages posted by Users. Therefore, the Company shall not be liable for any direct or indirect damage caused by Users or to Users.

### **14 - Protection of personal data**

As part of the operation of the Application, the Company collects and processes Users' personal data. This processing of personal data is carried out in compliance with applicable legislation and in particular the General Data Protection Regulation (GDPR) No. 2016/679. It is thus specified that the Company acts as data controller and thus decides on the data collected and its purpose. The purpose of this processing is to enable the proper functioning of the Application and to authorize Users to benefit from the services thus offered.

#### 14.1. Nature of personal data collection

You may be asked to provide the Company, in its capacity as controller, with personal information and data concerning you, such as :

- names ;
- first names ;
- e-mail address ;
- address;
- telephone number ;
- place of birth ;
- income bracket ;
- proof of address ;
- identification ;
- tax residence

Some personal data is mandatory, others optional, in order to access or benefit from certain services available on the Application.

The compulsory or optional nature of the data is indicated at the time of collection. In the absence of compulsory personal data, the Company will not be able to respond to your requests.

#### 14.2. Purpose of collection

We request and collect personal data about you when you use our Application as well as when you use our services. This information is necessary for the proper performance of our services, the proper use of our services and the Platform, and to enable us to comply with our legal obligations.

The main purpose of collecting, storing and processing this information and personal data is :

- to access to our Application;
- to enable Application to function;
- to provide the proposed services;
- manage and improve relations between the Company and Users;
- to be used in the management of commercial relations between the Company and Users;
- to act as a link between you and XPOLLENS in order ensure the smooth operation of service(s) to which you have subscribed (carrying out transactions, accessing and managing your Payment Account);
- to enable the Company to respond to Users' requests;
- to facilitate the assistance services provided by the customer relations department;
- to send users the Company's publications, press releases and information at their request;
- to enable the Company to comply with its legal and regulatory obligations, in particular as publisher of the Application and as a payment services agent;
- to enable the Company to manage its commercial relations, where applicable, with its service providers and partners;
- improve its services;
- to enable the Company to carry out statistical analyses.

#### 14.3. Recipient(s) of collection

This data may be communicated and/or transmitted, whether free of charge or in return for payment, third parties bound to the Company by contract for the performance of subcontracted tasks necessary for the management of the Application, or the performance of services, without the Users having to give their authorization.

More specifically, the Company intends to communicate data to XPOLLENS, the company responsible for processing Payment Services activities.

The Company may also communicate information with social networking platforms, which may offer functionalities and integrate information from the Application on their own platforms.

#### 14.4. Retention period of personal data

Personal data and/or information will only be kept for the duration of the commercial relationship and, beyond that, for a maximum period of 5 years following the end of the commercial relationship, in particular due to obligations in terms of the fight against money laundering and the financing of terrorism.

#### 14.5. Exercising rights

In accordance with the regulations relating to the protection of personal data and in particular the General Data Protection Regulation No. 2016/679 (RGPD), any person has a right to access, rectify, limit, delete, where appropriate portability of data concerning him or her, as well as a right to object, possibly subject to legitimate and compelling reasons, to the processing of information and personal data concerning him or her, to be exercised at any time either by post or by electronic means:

**Postal address:**

**TONEOFIRST**

16, cité Joly,  
75011, Paris,  
FRANCE

**E-mail address :**

[contact@toneofirst.com](mailto:contact@toneofirst.com)

Finally, you have the right to lodge a complaint with a competent supervisory authority.

14.6. Data transfer outside the European Union

In general, we store your personal data within the European Union. However, as some of our partners and service providers may be located outside the European Union, the data collected may be transferred to countries outside the European Union, whose legislation personal data protection differs from that of the European Union, in the event that the recipient country or countries do not ensure a level of data protection equivalent to that of the European Union, the Company undertakes to take all appropriate guarantees, either on the basis of an adequacy decision or, in the absence of such a decision, on the basis of appropriate guarantees along the lines of the standard contractual clauses adopted, a copy of which may be requested from the above contact details.

14.7. Application PIN code confidentiality

You are responsible for the confidentiality of the Pin Code you have chosen to access your account on our Application if applicable. You undertake to keep this code secret and not to communicate it to anyone.

14.8. Security

Customers are informed that the Company attaches great importance to respect for privacy and takes all necessary measures to ensure the confidentiality and security of customers' personal data.

In particular, the Company undertakes:

- maintain a high level of security with strong authentication ;

- keep infrastructures up to date, limit access to data as required;
- prohibit the entry sensitive information;
- securely manage data backup and restore mechanisms.

In addition, the Company undertakes to :

- Maintain a secure and up-to-date fleet of machines throughout team;
- Guarantee maximum discretion regarding exchanges of personal information;
- Use secure, standardized means of communication within the team.

## **15 - Intellectual property**

The Company holds all intellectual property rights relating to the Application and its content. This includes in particular the trademark and logo of the Company, the Application and all the tools made available to the User. Any use or reproduction of these elements without the prior authorization of the Company constitutes an act of counterfeiting, which may be prosecuted as such and incur the civil and criminal liability of its author.

Notwithstanding the foregoing, the Company grants the User a simple license to use these rights for the sole purpose of accessing and using the Platform.

More specifically, the Company authorizes the User to use, reproduce and modify the elements and tools made available by the Application. This license is limited to France its territories, and will terminate in the event of suspension or deletion of a User account. Should Users publish any content on the Application, they grant the Company, free of charge, a license to use and reproduce said content , on any medium, for any purpose and for the legal duration protection of the intellectual property rights in question.

## **16 - Links to third-party sites**

The Company may publish hypertext links to third-party sites on the Application. Under no circumstances may the Company be held responsible for the information and content provided on third-party sites to which these hypertext links refer. The User acknowledges and accepts that he/she alone is responsible for the use he/she makes of such information.

## **17 - Applicable law and jurisdiction**

The TONEOFIRST contract is drafted and interpreted in accordance with French law. In the event of a dispute, the parties will use their best efforts to attempt to settle the difference between them. Any complaint relating to these GCU must be addressed by the User to TONEOFIRST, indicating "complaint" in the subject line of the request, at the following e-mail address:reclamation-toneofirst@bdmultimedia.fr or by post to the following postal address:

TONEOFIRST  
16, cité Joly,  
75011, Paris,  
FRANCE

In the event of failure, the rules of common law will apply between the Company and Users to determine the competent jurisdiction to rule on and settle the dispute in question.

In accordance with article L.133-45 of the French Monetary and Financial Code, the Company undertakes to send its reply to the User within fifteen (15) working days receipt of the complaint, by e-mail or on any other durable medium.

However, if additional time is required, the Company will send the User a waiting reply explaining the additional time required and specifying the final date on which the User will receive a definitive reply. In any event, the Company will send a definitive reply to the User no later than thirty-five (35) working days following receipt of the complaint.

If the User is not satisfied with the handling of his/her complaint, he/she may refer the matter free of charge and without prejudice to any possible referral to a competent court, the AFEPAME Association mediator, by simple letter, who has a period of two (2) months to give his/her opinion, which is not binding on the parties.