

APPENDIX 3

GENERAL TERMS AND CONDITIONS OF USE OF THE PAYMENT ACCOUNT

(APPLICABLE TO INDIVIDUALS NOT ACTING FOR BUSINESS PURPOSES)

BD MULTI-MEDIA offers a service via an application allowing the creation a Payment Account as well as the ordering and management of a payment card.

BD MULTI-MEDIA customers are invited to :

- open a payment account funded by transfers and card charges ;
- benefit from a physical payment card.

The Account and the associated Payment Card enable the Customer to

- transfer funds to a bank or payment account;
- make P2P payments
- withdraw cash from a cash dispenser

In order to be able to offer these services, BD MULTI-MEDIA has called upon the payment service provider XPOLLENS, which provides the payment services (opening of the payment account and associated payment services), which are the subject of this Agreement.

The Partner wishes to offer payment services to individuals who are not acting for professional purposes. These services include, in particular, the opening of a payment account and the provision of a payment card.

To this end, the Partner has called upon the payment service provider XPOLLENS :

- XPOLLENS is a société par actions simplifiée (simplified joint-stock company) 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: support@s-money.zendesk.com).
- XPOLLENS is an electronic money institution authorized by the Autorité de Contrôle Prudentiel et de Résolution, under bank code (CIB) 16528, to issue and manage electronic money, and/or to provide certain payment services.
- XPOLLENS is subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution (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 Partner is designated XPOLLENS' Payment Service Agent.

These general terms and conditions of use (hereinafter the "Agreement") constitute a framework contract payment services concluded between XPOLLENS and the Client:

- Their purpose is to set out the general conditions of operation of the payment account and the main payment services attached thereto and to specify the rights and obligations of the Client and XPOLLENS.
- The Account is opened favor of an individual who is not acting for professional purposes, and may not record transactions related to the exercise of a professional activity.

Important information:

- The Customer is invited to read the Agreement carefully before accepting it.
- Before accepting the Agreement, the User declares that it has taken cognizance of the information and conditions relating to XPOLLENS, the use of the Payment Services, fees, communication with the Service Provider, protective and corrective measures, modification and termination of the Agreement as well as recourse, which are set out in the Agreement, and more generally of the information that is essential and decisive for its consent within the meaning of Article 1112-1 of the French Civil Code.
- Access to and use of the XPOLLENS service implies the Client's full and entire acceptance of the present terms and conditions. These can be consulted and downloaded from the mobile application at any time.
- The Agreement shall remain in full force and effect regardless of any changes that may be made to the structure and legal personality of XPOLLENS, in particular in the event of a merger, takeover or demerger, whether or not a new legal entity is created.

Definitions :

Unless otherwise specified, capitalized terms used in this Agreement shall have the meanings set forth below. These terms are used indiscriminately in the singular or plural.

- **ACPR:** Autorité de contrôle prudentiel et de résolution.
- **Agent :** Payment service providers may use the services of one or more agents to carry out payment services activities on their behalf, within the limits of their authorization, in accordance with the provisions of Article L. 523-1 of the French Monetary and Financial Code. For the purposes hereof, the Partner is XPOLLENS' Agent.
- **Mobile Application:** means a mobile application published by the Partner and reserved for the Customer to use the Payment Services. The connection is made by entering the personal identifiers provided by the Partner.
- **Bank Card:** designates the means of payment in the form of a card corresponding to the specifications a card network, the logo of which is indicated on said card. The Bank Card is the property of the Customer.

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- **Payment card:** Visa payment card in the Customer's name, issued by XPollens. It is valid for three years from the date of issue.
- **Customer:** refers to the holder of the Payment Account covered by the Agreement, a natural person not acting for the purposes of his or her professional activity (commercial, industrial, craft, liberal or agricultural), a customer of the Partner, who has accepted the Partner's General Terms and Conditions of Use, as well as this Agreement.
- **Payment Account or Account:** means the payment account within the meaning of Article L. 314-1 of the French Monetary and Financial Code opened in XPOLLENS' books the purpose of debiting and crediting Payment Transactions, charges due by the Client and any reversals in connection with its Transactions and offsetting these amounts on the date entry in order to show a net balance.
- **Partner's General Conditions of Use:** refers to the general conditions use agreed between the Customer and the Partner.
- **Agreement:** means the Payment Services framework agreement as defined in article L. 314-12 of the French Monetary and Financial Code concluded between XPOLLENS and the Client, consisting of the present document.
- **Personalized security data:** refers to personalized data provided to the Customer for authentication .
- **European Economic Area or EEA:** refers to the countries of the European Union plus Iceland, Liechtenstein and Norway.
- **Espace SEPA:** refers to the countries of the European Union, including France and its DROM as well as Iceland, Norway, Liechtenstein, Switzerland, Monaco, San Marino, Jersey, Guernsey, the Isle of Man, the Vatican City State and the Principality of Andorra.
- **Business Day:** means the day on which XPOLLENS or the Beneficiary's bank carries out an activity enabling Payment to be executed. Monday to Friday, subject to the days on which the systems allowing payment transactions to be settled are closed.
- **Payment Transaction:** means any payment, transfer or withdrawal of funds resulting a payment order and which may be initiated :
 - by the payer who gives a payment order to his bank (e.g. a bank transfer);
 - by the payer, via the payee who, after receiving the payer's payment order, forwards it to the payer's bank, if necessary via his own bank (e.g. payment by bank card);
 - by the payee giving a payment order, via its own bank, to the payer's bank based on the consent given by the payer to the payee (e.g. a direct debit).
- **Payment Transactions referred to article L. 133-1 of the French Monetary and Financial Code:** refers to transactions carried out on the basis of the Payment Services referred to article L. 314-1 II of the French Monetary and Financial Code and having the following characteristics:
 - transactions denominated in euros ;
 - transactions denominated in euros within the territory of the overseas collectivity of Saint-Pierre-et-Miquelon or between this territory and mainland France, its overseas departments, Saint-Barthélemy and Saint-Martin;
- **Payment transactions other than those covered by article L. 133-1 of the French Monetary and Financial Code:** refers to the following payment services and transactions:
 - payment services enabling euro-denominated payment transactions:
 - between, on the one hand, the EEA (including mainland France, its DROMs Saint-Martin and Saint-Barthélemy) and a non-EEA country,
- **Partner:** BD MULTI-MEDIA , owner of the BD MULTI-MEDIA Application. The Partner is registered as XPOLLENS' Payment Services Agent with the ACPR.
- **Parties:** refers to the signatory parties to the Agreement.
- **Payment service provider:** refers to a credit, payment or electronic money institution authorized in a member state of the European Economic Area or in a third country imposing equivalent obligations in terms of the fight against money laundering and the financing of terrorism.
- **Complaint:** refers to a statement by a customer expressing dissatisfaction with services relating to Accounts or Payment Transactions.
- **Data Protection Regulations:** means the applicable laws and regulations relating to the protection of personal data and privacy, in particular Regulation (EU) 2016/679 of April 27, 2016 known as the "General Data Protection Regulation" (GDPR)," as well as national laws, deliberations and recommendations of the CNIL or any other control or supervisory authority competent under the Agreement or one of the Parties.
- **Payment services:** refers to the payment services attached to the Account, as described article 8 hereof.
- **Account information service:** refers to the online service providing consolidated information on one or more of the customer's accounts with one or more banks.
- **XPOLLENS:** refers to XPOLLENS, a société par actions simplifiée (simplified joint stock company) with capital of 47,501,357 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.fr).

1. **ACCOUNT OPENING CONDITIONS**

1.1. **TECHNICAL PREREQUISITES**

- To be able to benefit from the services, the Customer must equipment (hardware and software), for which he is solely responsible, that is compatible with the services, as well as a valid e-mail address, a valid cell phone number, and a terminal compatible with the Mobile Application, connected to an active cell phone line allowing access to the Internet.
- The customer is personally responsible for maintenance and, more generally, for all maintenance-related matters,

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as well as the evolution or updating of the equipment necessary for use of the services.

1.2. PRIOR DECLARATION

The Client strictly guarantees XPOLLENS :

- That he/she is a natural person of full age, capable of acting and possession of a valid identity ,
- That he is acting for non-professional purposes,
- That his residence is located in Europe. The Client must also indicate whether he/she is an American taxpayer. He/she signs a self-certification of tax residence so that XPOLLENS cannot be held liable in the event of a breach of tax regulations in the country of residence OR that he/she is domiciled in one of the Member States of the European Union (EU) or a member of the European Economic Area (EEA),
- That he/she is the holder a bank or payment account with a Payment Service Provider located in the EU or the EEA and, where applicable, the holder of a payment card enabling the transfer of funds with strong authentication as defined by the French Monetary and Financial Code, linked to this account.
- That identification details it communicates to XPOLLENS via the Partner are accurate and complete.

1.3. TRANSMISSION OF IDENTIFICATION DOCUMENTS

- The Client must send the Partner, via the Mobile Application, a valid official identity document including his/her photograph and a selfie. XPOLLENS may keep a copy of this official document as well as supporting documents.
- The customer will carry out additional due diligence via Partner's mobile application
- XPOLLENS may ask the Client to provide additional information and/or documents, in particular in application of the obligations incumbent upon it in terms of knowledge of the Client, in particular with regard to the fight against money laundering and the financing of terrorism.
- Throughout the term of the Agreement, the Client must inform the Partner, directly or by means of the Mobile Application, of any change in its personal and professional situation that may have an impact on the operation of the Account (change of address, telephone number, email address, marriage, divorce, loss employment, change of activity, change of capacity, etc.) and undertakes to provide XPOLLENS with any necessary supporting documents in this respect.
- In accordance with the legal provisions in force, XPOLLENS declares the opening of the Account to the tax authorities.
In accordance with the regulations in force concerning the automatic exchange of information relating to accounts for tax purposes (Article 1649 AC of the French General Tax Code and its implementing texts), XPOLLENS must carry out due diligence to identify the Client's residence for tax purposes and fulfill annual reporting obligations to the French tax authorities concerning the declarable accounts of persons not resident for tax purposes in France (including specified US persons, within the meaning of Act no. 2014-1098 of September 29, 2014, known as the FATCA Act). The French tax authorities forward this information to tax authorities of the
the customer's country of tax residence if required by regulations on the automatic exchange of information.
- The persons concerned undertake to provide the Partner, directly or by means of the Mobile Application, with all documents and evidence concerning their country of tax residence.

1.4. PRACTICAL PROCEDURES FOR OPENING AN ACCOUNT

To open an Account, the Customer must follow the procedure provided by Mobile Application:

- Customers are invited to enter their personal details and provide the supporting documents required open an Account.
- The customer then selects services he wishes to subscribe to.
- The Customer must read and accept the Agreement provided in a durable format, with strong authentication.
- XPOLLENS reserves the discretionary right :
 - To accept or refuse the opening of the Account, at its own discretion and without having to justify its decision. Under no circumstances may this decision give rise to damages. XPOLLENS, through the intermediary of the Partner, shall inform the Client by any means.
 - At any time and without justification, to close the Account and terminate the Agreement in the event of doubt as to the authenticity of the identification documents collected, suspicion of money laundering or terrorist financing, or in the event of a false declaration or failure to comply with any of the aforementioned requirements.
 - Not to establish or continue a business relationship with a Customer whom he is unable identify or where he is unable to determine the purpose and nature of the business relationship.

2. RIGHT OF WITHDRAWAL

The customer a cooling-off period of 14 calendar days from the conclusion of the Agreement.

During this period, the Customer may exercise his right of withdrawal without having to justify his decision, as follows:

- electronically to the email address : contact@toneofirst.com
- by post to the following address TONEO FIRST 16 cité Joly 75011 PARIS ;

The Agreement may not executed before the expiry of this period without Customer's consent.

In any event, operations carried out on the Account at the Customer's initiative shall be deemed to constitute agreement on the part of the Customer to begin execution.

In the absence of withdrawal, the Agreement becomes definitive 14 calendar days after its conclusion.

In the event of withdrawal, XPOLLENS closes the Account and returns the balance to the Client after settlement of the operations in progress.

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In the event of commencement performance before expiry of the withdrawal period, the Customer may be required to make proportional payment for the service actually provided, to the exclusion of any penalty.

3. ACCOUNT DETAILS

1. INDIVIDUAL ACCOUNT

The Account is an individual account opened in name of a single holder, the Customer.
The Account is opened for non-professional purposes within the meaning of Article L 133-2 of the French Monetary and Financial Code.
The Account may not record transactions related to the exercise of a professional activity.
The Account is a payment account used exclusively for payment transactions.

2. ACCOUNT CURRENCY

The Payment Account and the execution of Payment Transactions are carried out in euros. XPOLLENS will not provide any foreign exchange services.

3. NO OVERDRAFT

The Payment Account does not permit overdraft. The Customer must ensure that sufficient funds are available on the Payment Account, taking into account any Payment Transactions already authorized.
Consequently, the Customer acknowledges and accepts that payment orders will be systematically rejected if there are insufficient funds in the Customer's Payment .

4. ACCOUNT OPERATION

1. TRANSACTIONS CREDITED TO THE ACCOUNT: ACCOUNT LOADING BY BANK TRANSFER AND CREDIT CARD

The Account can be credited by the Customer using his Credit Card.

The sums credited to the Account are intended exclusively for the Customer, for purpose of carrying out Payment Transactions.

When acquiring payment orders by Bank Card, XPOLLENS acts vis-à-vis the card networks as acceptor in receipt of funds, with the latter being responsible for transferring the funds to the Client, who consequently does not have the status of acceptor in accordance with the conditions of the card networks. The choice of network is left to the discretion of XPOLLENS. The payment order is deemed irrevocable as soon as the card details have been entered or, in event of registration of the Bank Card, as soon as the cryptogram has been entered on the payment page of the mobile Application. XPOLLENS shall record the funds resulting from the acceptance of a Bank Card payment order immediately after they have been received by XPOLLENS.

The Customer may also credit the Account by means of a transfer initiated by himself from another account opened in his name or by a third party.

2. OPERATIONS DEBITED FROM THE ACCOUNT: TRANSFERS TO THE ACCOUNT IN THE 'S NAME, USE OF BY CARD AND BY DIRECT DEBIT

On the debit side, the Account can record the following transactions:

- Execution of Payment Transactions by bank transfer or direct debit, in favor of the Customer, debited from the Payment Account. Transfers and direct debits may only be made to the Customer's bank or payment account, and only in the Customer's name.
- Issuance payment transactions made with a payment card debited from the Payment Account.
The conditions for issuing and using the payment card are set out in a separate agreement (known as the "General Card Operating Conditions").

The Client undertakes to XPOLLENS to carry out on the Account only transactions authorized by the regulations in force. In particular, the Client shall refrain, both as principal and beneficiary, from domiciling on the Account transactions whose purpose is to enable money laundering or to participate in the financing of terrorism, under penalty of the penal sanctions provided for by law.

The customer may dispose of the balance of the Account at any time, with the exception of sums that are unavailable (for example, following seizure). The Account balance is the difference between the available amount of credited transactions and the amount of debited transactions.

4.3 APPLICABLE CEILINGS

The Customer is hereby informed that the total amount of transactions debited from the Account may not exceed €6,000 per thirty-calendar-day period.

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When calculating the total amount of transactions debited to the Account, transactions debited to the Account in respect of fees, commissions and/or charges payable by the Customer are not taken into account.

4.4 ACCOUNT BALANCE

The Account balance is made up of the difference between the available amount of transactions entered on the credit side and the amount of transactions entered on the debit side. XPOLLENS enters these transactions on the debit or credit side of the Account as soon it receives the information, even if the transaction has not yet actually been executed. This constitutes the available balance of the Account, displayed in Client's Mobile Application. This instantaneous balance is provided for information only, and only the balance shown on the monthly account statement is proof of the transactions actually booked to the Account.

1. The Customer is hereby informed that the Account balance may not exceed xxx euros per month and xxx euros per year.

5. MOBILE APPLICATION

5.1 DESCRIPTION

When the Account is opened, the Customer is provided with a secure Mobile Application, which includes all the services subscribed to via the Mobile Application, and enables them to manage them. In particular, the Customer can :

- Consult and/or manage your Account and the Payment Services you have subscribed to via the Mobile Application;
- Request the subscription of products and services offered by XPOLLENS via the Mobile Application;
- Carry out certain Payment Transactions, such as transfers;
- Consult or download all documents, in particular the RIB and the Agreement, and the pricing conditions, provided on a durable medium in its Mobile Application;
- Update your personal information ;
- Contact the Partner's customer service
- Exercise your right of withdrawal.
- Block your account

XPOLLENS reserves the right, for regulatory or security reasons, to modify the list of operations that can be carried out via the Mobile Application at any time.

5.2 ACCESS CONDITIONS

5.2.1 MATERIAL

Customers can access their mobile Application from their mobile terminal (telephone, tablet, etc.), provided they compatible equipment and Internet access (list of compatible operating systems available on the Partner's website).

Access to Mobile Application is free and unlimited, excluding the cost of communications or Internet access.

The Customer is entirely responsible for the correct operation of his terminal and telephone line, as well as his Internet . He/she must take care to ensure that this equipment is free of problems or viruses and presents sufficient security to prevent the risk of a third party gaining access to data relating to the services provided via the Mobile Application. The Customer shall make every effort to preserve this security. In particular, the Customer ensures the security of his mobile terminal by using and regularly updating anti-virus and anti-spyware software, as well as a personal firewall.

The Mobile Application is available 24 hours a day, 7 days a week, subject to occasional maintenance and updating of the computer databases.

The Customer acknowledges, however, that he/she is aware of the hazards inherent in the use of the Internet network, and in particular of the highly variable bandwidths, network saturation causing service disruptions, technical performance and response times for accessing services. The user expressly acknowledges that, given the current state of technology, it is not possible to guarantee that the services will operate without discontinuity or bugs. XPOLLENS shall not be held liable for difficulties or temporary impossibility of accessing the services.

5.2.2 DATA PERSONAL SECURITY DATA

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The Client must authenticate itself to XPOLLENS, by means a personalized Security Data :

- When the customer carries out sensitive operations (e.g. adding a beneficiary to the list of transfer beneficiaries, consulting the balance, transaction history, etc.) using the Mobile Application.

To do this, the customer can use one of the following two elements to strongly authenticate himself :

- The five (5) code chosen by the customer at the start of the relationship;
- Or, if you prefer, digital or facial biometrics (depending on the configuration of your cell phone).
- In addition, a secure cryptographic token is placed in the customer's cell phone to validate that the cell phone is in the customer's possession. The link between the mobile Application and the cell phone is created and secured when the relationship is established.

These elements have been secured at the time the Customer enters into the relationship.

Any operation carried out by the Customer via the mobile Application, involving the entry of personalized Security Data, will be presumed to have been carried out by the Customer, unless he/she can prove otherwise by any means admissible in court.

6. INFORMATION AND COMMUNICATIONS

6.1. STATEMENT OF ACCOUNT

A statement of account is made available to the Customer at least once a month on a durable medium, on his Mobile Application, subject to the existence of transactions during the period concerned. The Partner notifies the Customer by e-mail each time a statement account is made available.

Statements can be consulted on the Mobile Application for a period of 5 years. Customers must check the transactions recorded on their account statements and download/save their statements so that they can be retained beyond this period. If the Agreement is terminated, the Customer will no longer be able to consult account statements on the Mobile Application. It is therefore the customer's responsibility to save these statements before the effective termination of the Agreement.

At the customer's request, the monthly statement of account will be sent on paper.

If no transactions have been recorded on the Account, a statement will be made available on the Mobile Application on an annual basis.

Any prior information on charges linked to irregularities and incidents will be made available on the Mobile Application, the same intervals as the account statement.

It is the customer's responsibility to check the regularity of payment transactions appearing on the account statement.

The Customer must regularly monitor the transactions recorded on his account. If he notices any anomaly, he must inform the Partner without delay; failure to do so may constitute negligence on his part.

Proof of the transactions carried out on the Account by the Client shall be incumbent on XPOLLENS and shall result from the latter's accounting entries, unless proof to the contrary is provided by any means by the Client, who shall be responsible for keeping proof of the transactions (account , payment receipts, etc.).

When customers carry out transactions using their Mobile Application, they undertake to comply with all the access, authentication and use procedures indicated.

Dematerialized recordings (electronic, computerized) or their reproduction on a computer medium constitute proof of the transactions carried out and justification of their entry in the account, unless the Customer provides proof to the contrary by any means.

6.2. EXPENSE STATEMENTS

In January of each year, XPOLLENS makes available to the Client, on its Mobile Application, a summary of the sums that the Partner has received during the previous calendar year in connection with the management of the Account.

This information is also included on the account statement.

The Partner will notify the Customer of the availability of this statement by e-mail.

6.3. RIB

The Relevé d'Identité Bancaire (hereinafter "RIB") gives the Account's banking references: the account's international identifier ("IBAN") and XPOLLENS' international identifier ("BIC"). The RIB is available on the Mobile Application.

This information is also included on the account statement.

6.4. CUSTOMER COMMUNICATION

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At any time during the contractual relationship, the Customer has the right to receive, on request, the Agreement on paper or on another durable medium. The request must be made to the Partner. It is also available on the Mobile Application.

The Client authorizes XPOLLENS or the Partner to send it in electronic form (SMS, e-mail, availability on the Mobile Application notified to the Client by e-mail or SMS) all information relating to the performance of the Agreement and the products and/or services subscribed to.

The Customer therefore undertakes to provide, via the Mobile Application, valid and up-to-date contact details, and in particular an e-mail address that the Customer consults regularly. In particular, the Client is responsible for notifying the Partner of any changes to its contact details. Thus, when XPOLLENS or the Partner has sent a message, in any form whatsoever, to the address indicated by the Client, the message shall be deemed to have been received by the Client, the invalidity or malfunction of the address communicated being the sole responsibility of the latter.

The Customer may contact the Partner's customer relations department by e-mail atserviceclient@bdmultimedia.fr or by telephone at 0153362424.

7. PRICING CONDITIONS

Pricing conditions are provided to the customer when the account is opened. They are made available to customers and the public on the Mobile Application. Pricing conditions are detailed in the Partner's General Terms of Use.

The Client expressly authorizes XPOLLENS :

- to pay all fees owed by the Customer to the Partner under the 's General Terms and Conditions Use,
- that payment be made by direct debit from its Account.

In addition, the fees and commissions payable annually on inactive Accounts are €30 (incl. VAT), which will be deducted from the credit balance for the maintenance of an inactive Account. XPOLLENS closes an inactive Account with a zero balance.

The Client expressly authorizes XPOLLENS to pay the fees due and payable under the Agreement by deduction from its Account, within the limit of the available balance. XPOLLENS may, moreover, offset all sums deposited with it by the Client, until settlement of any balance and, more generally, any other sum owed by the latter. It may make the authorization and execution of any payment transaction conditional upon full settlement of the sums due and payable to XPOLLENS by the Client.

The Parties agree that the reciprocal debts of XPOLLENS or the Partner and the Client resulting from the execution of the Partner's Terms and Conditions of Use are automatically transformed into simple credit and debit items within the limit of the available provision of the Account. After offsetting, these debits and credits form a net credit or zero balance on the Account. In the absence of sufficient funds on the Account, the amount remaining due by the Customer after offsetting is entered on the Account statement on a specific line corresponding to a payable debt.

Notwithstanding the foregoing, the Client and XPOLLENS or the Partner agree to offset any reciprocal liquid, due and payable debt resulting from the performance of the Agreement or the Partner's Terms and Conditions of Use.

8. PAYMENT SERVICES ASSOCIATED WITH THE ACCOUNT

1. SEPA TRANSFER OR DEBIT TO ACCOUNT

8.1.1 TRANSFER MODALITIES

The customer may make a SEPA transfer to any other bank or payment account.

The transfer is an operation ordered by the Client who, in his capacity as payer, gives a funds transfer order to XPOLLENS. The references of the Account to be debited and the amount of the transfer must also be indicated. The data to be provided by the Client are name and IBAN or, failing that, the account number and BIC of the Client's bank or, failing that, the name of the latter, as well , where applicable, the other information to be provided for the correct execution of the transfer requested by XPOLLENS.

The recipient account must be opened with a credit institution located in the SEPA zone, in the 's name. The Client must provide XPOLLENS with the references of the recipient account (IBAN) enabling the account of the recipient of the funds to be identified.

Incomplete or erroneous information cannot be used process transfers. Practical

details :

- Customers can transfer funds online via Mobile Application.
- The Customer must first add the details of the bank or payment account in his/her name to the Mobile Application. He/she is then asked to authenticate himself/herself by means of a personalized Security Data, under the conditions defined in article 5.2.2 above. They can then enter the information relating to the transfer they wish to make. A summary of the information relating to the transfer is then presented for validation. If the customer wishes to confirm the transfer order, he/she validates this information.
- By carrying out this procedure, the customer gives his consent to the execution of the transfer order.

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For security reasons, the amount of a transfer may not exceed 3,000 euros.

8.1.2 CONSENT TO A TRANSFER OPERATION

XPOLLENS and the Client agree that the Client gives his consent to a transfer operation initiated from the Mobile Application, through the following procedure: the Client enters the information relating to desired transfer order; he checks the information displayed on the transfer order summary; he validates the transfer order and then strongly authenticates himself to authorize the proper execution of the transfer (as indicated in 5.2.2).

The immediate transfer order is irrevocable as soon as it is received by XPOLLENS. XPOLLENS and the Client agree that any revocation request submitted after these deadlines will be refused.

8.1.3 PROCESSING SEPA TRANSFERS

Time of reception

Immediate transfer orders initiated from the Mobile Application are received by XPOLLENS on the Business Day on which the online transfer order is entered until the cut-off time of 5 p.m. (CET), after which the transfer is deemed to have been received on the next Business Day.

An instantaneous transfer order is deemed to have been received by XPOLLENS as soon as the Client has given his consent to this operation in the forms and conditions agreed in article 8.1.2 above, regardless of the day or time of receipt thereof.

Receipt of the instant transfer order is evidenced by a time stamp (giving the exact time at which XPOLLENS took account of the Client's instruction). Once the instant transfer order has been received by XPOLLENS under these conditions, the instant transfer is irrevocable.

Maximum execution for SEPA credit transfers

It is agreed that the amount will be credited to the account of the beneficiary's bank no later than the end of the first Business Day following receipt of the order. As soon as the funds are received, the beneficiary's bank credits its customer's account. transfers involving a foreign exchange transaction, this period may not exceed four Business Days from the time of receipt of the transfer order.

8.2 CARD PAYMENTS AND WITHDRAWALS

The conditions for issuing and using the payment card are set out a separate agreement (known as the "General Card Operating Conditions").

Important : Withdrawal of the card operating on the Account

An entry is made in the Fichier central des retraites de cartes bancaires managed by the Banque de France when a payment incident (any transaction carried out using a card that cannot be covered by the available funds on the account) resulting directly from the use of the card has not been rectified following notification by XPOLLENS and/or the holder of the account on which the card is used.

The main purpose of this File is to prevent a bank from deciding to issue a card without knowing that the applicant has previously been the subject of a decision to withdraw such a card following a payment incident.

When XPOLLENS decides to declare its decision to withdraw the card to the said File, it shall inform the cardholder and/or the holder of the Account on which the said card operates by any means and shall invite the latter to rectify this incident within five working days.

8.2.1 Cash withdrawals

The customer may use his payment card to withdraw cash from ATMs. The conditions of issue and use of the card are described in the "General Card Operating Conditions".

The time of receipt by XPOLLENS of the withdrawal order corresponds to the date on which the withdrawal order is entered on the ATM.

Nevertheless, a cash withdrawal order made after the cut-off time defined by XPOLLENS is deemed to have been received on the next working day.

Cash withdrawal orders are executed immediately upon receipt.

Withdrawal orders exceeding a certain amount require a period of notice. The Client is informed of this by XPOLLENS.

9. TERMS AND CONDITIONS OF PAYMENT SERVICES

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9.1 REFUSAL PERFORM

XPOLLENS is entitled, in certain cases, to refuse to execute a payment order, in particular due a lack of sufficient funds on the Account, a material error or a legislative or regulatory provision in force.

For the Payment Transactions referred to in article L.133-1 of the French Monetary and Financial Code, when XPOLLENS refuses to execute a payment order, the Partner shall inform the Client by any means, as soon as possible and, in any event, no later than the end of the first Business Day following the refusal to execute the payment order. The Partner shall also inform the Customer, if possible and unless prohibited a relevant provision of European Union or national law, of the reasons for the refusal and, in the event of a material error, of the appropriate correction. A refused payment order is deemed not to have been received and XPOLLENS cannot therefore be held liable under article 9.2 below.

For the correct execution of payment orders governed by article L. 133-1 of the French Monetary and Financial Code, the customer must provide the beneficiary's unique identifier, which enables the beneficiary and/or his account to be identified. This is the beneficiary's international account identifier (hereinafter "IBAN") (see above) and the international identifier of the beneficiary's bank (hereinafter "IBAN"). "BIC"). These bank details are communicated to the customer by the beneficiary, who obtains them from his bank.

For national and cross-border transactions within EEA, the Customer will only provide his IBAN and that of the debtor in his payment order.

9.2 LIABILITY FOR PAYMENT TRANSACTIONS

9.2.1 UNIQUE IDENTIFIER

A payment order executed by XPOLLENS in accordance with the unique identifier provided by the Client shall be deemed duly executed as regards the beneficiary designated by the unique identifier (IBAN, BIC). If the unique identifier provided is inaccurate, XPOLLENS is not liable for the poor execution of the payment transaction. However, it will endeavor to recover the funds involved in the payment transaction and may charge the payer for this. The bank of the erroneous beneficiary provides the payer's bank with all the information required to recover the funds. If the payer's bank is unable to recover the funds involved in the payment transaction, it will, at the Customer's request, make available to the Customer any information in its possession that may document a legal action by the payer to recover the funds.

If the Client provides additional information or information defined in the Agreement or the associated payment services contracts as necessary for the execution of the payment transaction, XPOLLENS shall only be liable for the execution of the payment transaction in accordance with the unique identifier provided by the Client.

9.2.2 TRANSFERS

XPOLLENS is responsible for their proper execution until receipt of the amount of the Payment Transaction by the Beneficiary's bank in accordance with the provisions of article 8 above.

In the event of a poorly executed transaction for which XPOLLENS is held liable, XPOLLENS shall promptly refund the Client the amount of the transaction concerned and, if necessary, restore the Account to the situation that would have prevailed had the transaction not taken place. The value date on which the Client's Account is credited is not later than the date on which it was debited.

When a payment is executed late, the beneficiary's bank shall ensure, at the request of XPOLLENS acting on behalf of the Client, that the value date on which the beneficiary's account was credited is not later than the value date that would have been attributed to it if the transaction had been correctly executed.

9.2.3. SEARCH OPERATIONS

In the event of a poorly executed transaction, without prejudice to its liability and at the Client's request, XPOLLENS shall endeavor to trace the payment transaction and shall notify the Client, free of charge, of the result of its search.

9.2.4. FEES

XPOLLENS shall be liable to the Client for the costs it has incurred as a result of the poor execution of the payment transaction for which it is responsible.

9.2.5 EXCEPTIONS

XPOLLENS shall not be liable in the event of force majeure, if it is bound other national or Community legal obligations and if the Client has not contested the transaction in accordance with the procedures set out in Article 9.2.7 below.

9.2.6 COMPLAINT

Upon receipt, the Client must check the accuracy of the information on the account statement in order to contact XPOLLENS immediately in the event of any error or omission. Any failure to do so may constitute negligence on his part.

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- a) **For payment transactions governed by articles L.133-1 and L.712-8 of the French Monetary and Financial Code (transfers, direct debits, etc.),**
- **Unauthorized or incorrectly executed operations**

The Client must inform the Partner without delay, who will inform XPOLLENS of any unauthorized or incorrectly executed transactions that it contests, within a maximum period of thirteen months following the date on which the transaction was debited to the account, failing which it shall be barred.

XPOLLENS shall reimburse the Client for the amount of the unauthorized transaction immediately after becoming aware of transaction or after being informed of it, and in any event no later than the end of the first working day thereafter, unless it has good reason to suspect fraud on the part of the Client and it communicates such reasons in writing to the Banque de France. Where applicable, XPOLLENS will restore the debited Account to the state it would have been in had the unauthorized Payment Transaction not taken place.

XPOLLENS may however reverse the amount of the refund thus made, by informing the Client, in the event that it is able either to establish that the transaction in question was indeed authorized or to provide evidence of fraud or gross negligence committed by the Client and, within the limit of the available balance of the Client's Account.

- **Authorized operations**

The customer may dispute SEPA direct debit transactions and request reimbursement within eight weeks of the date on which the account was debited, regardless of the reason for the dispute, in accordance with article 8.1 above.

In accordance with Article L. 133-25-2 of the French Monetary and Financial Code, the Client is not entitled to the reimbursement of a payment transaction for which he has given his consent directly to XPOLLENS or the Partner. Should the Client withdraw his consent to these direct debits, he will benefit from the right to reimbursement of unauthorized transactions under the above conditions. The Client is however informed of the consequences of any unpaid instalments linked to this withdrawal of consent in the contract concerned.

The terms of reimbursement for authorized card transactions are defined in the Card's General Operating Conditions.

- b) **For Payment Transactions other than those referred to in Article L. 133-1 of the French Monetary and Financial Code, disputes relating to transactions appearing on an account statement must be submitted to XPOLLENS no later than one month after the account statement is sent.**

After this period, the customer is deemed to have approved the transactions recorded on his account statement, unless he can prove otherwise.

9.2.7 ACCOUNT INFORMATION SERVICES

The Customer may access his Account data through a payment service provider of his choice providing the Account Information Service.

The Customer must give his express consent to the account information access Account data. The account information service provider must be registered in accordance with current regulations.

10. INCIDENTS

10.1 PAYMENT INCIDENT

The Customer's Account must never be in debit. Therefore, carrying out any transaction debiting the Account, the Customer must ensure that sufficient funds are available on the Account, that these funds will remain available until the transaction is actually carried out, and that the balance of the Account will not be debited as a result of the transaction.

In the absence of sufficient available funds, the customer is liable to have his debit transactions rejected. In this case, the Partner may apply a charge for insufficient funds, if applicable, as specified in the pricing conditions.

Exceptionally, XPOLLENS may authorize an overdraft which in no way constitutes a right for the Client or a commitment to grant a permanent or temporary overdraft authorization.

Any transaction charged to the Account generating a debit balance on the Account must be settled by the Client as soon as possible. Failing this, XPOLLENS reserves the right to call into question the availability of all or part of the Payment Services attached to the Client's Account or to terminate the Agreement under the conditions set out in article 14.2.2.

In the event of non-repayment of the debit balance that has become due and payable, the customer may be entered in the Fichier national des Incidents de remboursement des Crédits aux Particuliers (FICP), which is accessible to all credit institutions.

10.2 OPERATING FAULT

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An operating incident is considered to be a transaction requiring special handling (e.g. card stop, transaction cancellation, insufficient funds and/or seizure), to the exclusion of malfunctions solely caused by XPOLLENS.

Under certain conditions, the law recognizes the right of unpaid creditors to obtain payment of their claims by seizing their ' bank accounts. The most commonly used procedures are the "saisie conservatoire", the "saisie-attribution" and the "saisie administrative à tiers détenteur".

They have the effect of blocking all or part of the balance of the Account on the date of their receipt by XPOLLENS, subject to the legislative and regulatory provisions governing, on the one hand, the automatic provision of a sum of a maintenance nature or, on the other hand, the provision, on request, of sums qualified as unseizable. The customer is informed of the procedure by the creditor.

11. DOCUMENT STORAGE

Account statements and accounting documents relating to transactions recorded on the Account are kept by XPOLLENS for ten (10) years on all appropriate media.

12. MODIFICATION OF THE AGREEMENT

12.1 CHANGES INITIATED BY XPOLLENS

XPOLLENS shall be entitled to modify the Agreement. To this end, XPOLLENS shall communicate to the Client, at the latest two months prior to the envisaged date of application, on a durable medium, the draft modification. XPOLLENS and the Client agree that the absence of any objection from the Client within this period shall be deemed to constitute acceptance by the latter of the modifications. In the event of refusal by the Client, it may terminate the Agreement at no cost, prior to the date of application of the modifications. Should the Customer fail to terminate the Agreement within this period, the modifications will be binding on the Customer.

12.2 CHANGES REQUIRED BY LAWS AND REGULATIONS

Amendments to all or part of the Agreement, which may be made necessary by legislative or regulatory provisions, will be applicable from their date of entry into force.

13. INACTIVE ACCOUNT

An Account is considered inactive at the end of a twelve (12) month period during which both of the following conditions are met:

- The account has not been subject of any transactions other than the recording interest and the debiting of fees and commissions of all kinds by the institution holding the account;
- The Client, its legal representative or the person authorized by it has not contacted XPOLLENS in any form whatsoever or carried out any transaction on another account opened in the Client's name in XPOLLENS' books.
- When the Client, a natural person, has died, if at end of a period of twelve (12) months following the death, none of his successors has informed XPOLLENS of his wish to assert his rights to the assets and deposits registered therein.

The credit balance of the Account remains available to the Customer for a period of ten (10) years from the last transaction or event, and to his/her heirs for a period of three (3) years after the death of the individual Customer.

At the end of ten (10) years of inactivity, XPOLLENS is required to close the Account and transfer the funds to the Caisse des dépôts et consignations, in accordance article L. 312-20 of the French Monetary and Financial Code. The Account will then be closed automatically without notice. In the event of a debit balance on the Account, XPOLLENS will offset this balance against the credit balances of other accounts held by the Client.

These funds will be held for twenty (20) years by the Caisse des dépôts et consignations, where they may be claimed by the Customer during this period. At the end of these twenty years, the Caisse des dépôts et consignations will transfer the consigned funds to the French State, which will immediately become the owner.

14. DURATION AND TERMINATION OF THE AGREEMENT

14.1 DURATION OF AGREEMENT

The Agreement is concluded for an indefinite period. It comes into force on the date acceptance by the Customer.

On the date of closure of the Account, the balance of the Payment Account must have been spent either via the Payment Card or by transfer to a bank or payment account in the client's name. In the event of a balance remaining on the Account, BD MULTI-MEDIA will contact the customer by any means in order to request the bank details of the account to which the customer wishes the balance of the Account to be transferred before the Account is closed.

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14.2 TERMINATION OF THE AGREEMENT

14.2.1 ON THE CUSTOMER'S INITIATIVE

The Customer may terminate the Agreement at any time, without notice, by e-mail to contact@toneofirst.fr or by post to the following address: TONEOFIRST 16 cité Joly 75011 PARIS, and request the closure of his Account and the immediate reimbursement, if applicable, of all sums due.

Termination of the Agreement is necessarily accompanied by the return by the Client of the means of payment in its possession. The balance, if it is in credit, will be returned to the Client by XPOLLENS or the Partner after deduction of the amount of operations in progress, in particular "bank card" invoices issued by acceptors. To this end, the Client must maintain sufficient funds to enable payment of these transactions.

14.2.2 ON THE INITIATIVE OF XPOLLENS

The Agreement may also be terminated, at no cost, at XPOLLENS' initiative, by email, after expiry of a two-month notice period. However, XPOLLENS is exempt from the notice period and may immediately close the Account in the event of seriously reprehensible behavior on the part of the Client (in particular, provision of false or inaccurate information or documents, violence, threats or insults directed against an XPOLLENS employee, failure to comply one of the obligations arising from the Agreement (in the event of refusal by the Client to meet its general obligation to provide information as set out in article 1.1 above/abusive use of Payment Services/abnormal operation of the Account (payment incidents/debit balance)), the Client's compulsory liquidation, or the application of legislation relating to the fight against money and the financing of terrorism in accordance with article L. 561-8 of the French Monetary and Financial Code.

14.2.3 ACCOUNT CLOSURE

Termination of the Agreement entails closure of the Account. On the date of closure of the Account, the balance of the Payment Account must have been spent either via the Payment Card or by transfer to a bank or payment account in the client's name. In the event of a balance remaining on the Account, BD MULTI-MEDIA will contact the customer by any means in order to request the bank details of the account to which the customer wishes the balance of the Account to be transferred prior to closure of the Account.

14.3. EFFECTS OF ACCOUNT CLOSURE

The credit balance of the Account is returned to the Client, after deduction of current transactions and any interest, fees and commissions that may be due to XPOLLENS.

The debit balance of the closed Account is payable ipso jure. The balance must be paid within the period indicated in the written notice of closure; failing this, XPOLLENS will proceed with legal recovery.

As soon as the Account is effectively closed, the Client must return to XPOLLENS all means of payment in his possession (payment card), any further use being liable to penal sanctions. The Client also informs its creditors and debtors of its new bank address, as the closed Account can no longer record transactions.

Closure of the Account, for any reason whatsoever, also automatically terminates all service agreements associated with the Account.

14.4. DEATH OF THE CUSTOMER

The Client's death shall result in the Account being blocked as soon as XPOLLENS is made aware of it, subject to operations in progress.

15. PRIVACY PROTECTION

15.1 PROFESSIONAL SECRECY

XPOLLENS is bound by professional secrecy, accordance with article L. 511-33 of the French Monetary and Financial Code.

However, confidentiality is waived by law, in particular with regard to tax and customs authorities, the Banque de France, social security bodies (under the conditions set out in articles L. 114-19 to L. 114-21 of the Social Security Code), the Autorité de contrôle prudentiel et de résolution, and parliamentary committees inquiry. It is also waived in respect of information required for the mobile application of agreements concluded by France organizing the automatic exchange of information for tax purposes (article 1649 AC of the French General Tax Code). Secrecy may not be invoked against a judicial authority acting in criminal proceedings, or in civil proceedings where expressly provided for in a specific text.

In accordance with article L. 511-33 of the French Monetary and Financial Code, XPOLLENS may share confidential information concerning the Client with the persons referred to below with whom it negotiates, concludes or executes the transactions set out below, provided that such information is necessary for the transactions in question:

- with collection companies,

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- with third parties (service providers, subcontractors, etc.) to entrust them with operational functions (e.g. use mobile payment solutions; bank card management)
- entities belonging to the same group as XPOLLENS (BPCE, Banques Populaires/Caisses d'Epargne, Natixis Assurance, Natixis Financement, Natixis Lease), for the study or elaboration of all types of contracts or operations concerning its clients, third-party companies in the event of assignment of receivables.

Persons receiving information covered by professional secrecy, which has been provided to them for the purposes of one of the above-mentioned operations, must keep it confidential, whether or not the above-mentioned operation is successful. However, should the above-mentioned operation be successful, these persons may in turn communicate the information covered by professional secrecy.

In addition, the Client hereby expressly authorizes XPOLLENS to communicate and share data concerning the Client and any updates thereto:

- BPCE S.A., acting as the central body of Groupe BPCE, exercise the powers provided for in Articles L. 511-31, L. 511-32 and L. 512-107 of the French Monetary and Financial Code, so that it can carry out the various tasks entrusted to it for the benefit of XPOLLENS and the Group, in particular with regard to prudential declarations any competent regulatory authority;
- to any Groupe BPCE entity with a view to presenting the products or services managed by these entities to the Customer;
- to Groupe BPCE entities with which the Customer is or enters into a contractual relationship for the purposes of updating data collected by these entities, including information relating to the Customer's tax status;
- to Groupe BPCE entities in the event of the pooling of technical resources, in particular IT resources and data governance management, on behalf of XPOLLENS. To this end, personal information concerning the Client covered by banking secrecy may be pseudonymized for the purposes of research and the creation of statistical models;
- XPOLLENS' partners, to enable the Client to benefit from the advantages of the partnership to which it belongs, where applicable, within the exclusive framework of the partnership agreements;
- to subcontractors and service providers for the sole purpose of carrying out services for XPOLLENS, in particular the supply of banking and financial products or the performance of surveys or statistics.

The Client expressly authorizes XPOLLENS to transmit to the subsidiaries of Groupe BPCE with which it has subscribed to products or services updated information on its civil status, its family, asset and financial situation, the operation of its Account as well as the rating awarded to it for the Mobile Application of banking regulations, in order to enable the study of its file, the use of the products or services subscribed to, or their recovery.

15.2. PROTECTION OF PERSONAL DATA

In connection with the signing and performance of the Agreement, and more generally with its relationship with the Client, XPOLLENS collects and processes personal data concerning the Client.

Information explaining:

- why and how this data is used,
- how long they will be kept,
- as well as the Customer's rights to his data,

are set out in the XPOLLENS Data Protection Policy appended to the Agreement.

Customers are informed of this policy when their data is first collected. They can access it at any time the mobile application.

16. OTHER PROVISIONS

1.1. COMBATING MONEY LAUNDERING AND THE FINANCING OF TERRORISM

As part of its obligations to combat money laundering and the financing of terrorism, XPOLLENS is required to identify and verify the identity of clients and, where applicable, their beneficial owners, and to exercise constant vigilance with regard to its clients throughout the business relationship (amount and nature of transactions, source and destination of funds, monitoring of the Client's professional, economic and financial situation, etc.).

To this end, XPOLLENS may ask the Client to provide proof of address and proof of income.

In the event that the Client fails to provide XPOLLENS with proof of income, XPOLLENS reserves the right to terminate the commercial relationship and close the account.

In addition, XPOLLENS is required to apply special vigilance measures with regard to Politically Exposed Persons as defined in article R. 561-18 of the French Monetary and Financial Code.

XPOLLENS is also required to make enquiries of its clients concerning transactions which appear to be unusual, in particular because of their terms and conditions, their amount or their exceptional nature in relation to those processed hitherto.

In this respect, the Client undertakes to XPOLLENS, for the duration of the Agreement:

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- to keep him informed without delay of any change in his professional, financial personal situation, and more generally of any event likely to significantly alter the value of his assets or increase the extent of his indebtedness;
- to provide it, at its first request, with any information, document or evidence relating to its professional, financial or personal situation, or to the conditions of an unusual transaction initiated for its benefit or for the benefit of a third party.

XPOLLENS is also obliged to declare sums entered in its books and transactions involving sums that could be the proceeds of an offence punishable by a custodial sentence of one year or that could be involved in the financing of terrorism.

XPOLLENS may be obliged to request authorization from the State authorities before proceeding with a transaction, due to the legislative and regulatory provisions in force relating to the fight against money laundering or the financing of terrorism.

XPOLLENS, in view of the obligations imposed on it by the public authorities in connection with the fight against money laundering and the financing of terrorism, may be required to take any measures, in particular the freezing of assets, likely to lead delays or refusals of performance in connection with these obligations.

1.2. FIGHTING CORRUPTION AND INFLUENCE

XPOLLENS is required, as part of its legal obligations (in particular stemming from Law No. 2016-691 of December 9, 2016 on transparency, the fight against corruption and the modernization of economic life) concerning the fight against corruption and influence peddling, to carry out an ongoing assessment of its customers throughout the duration of the business relationship, with regard to criteria such as: shareholding, country risk, business sectors, suitability of expertise, integrity and reputation, compliance with laws, cooperation in terms of information disclosure, nature and purpose of the relationship, other stakeholders (ecosystem), interaction with public officials or politically exposed persons (PEPs) as defined in article R 561-8 of the French Monetary and Financial Code, financial aspects involved and currencies handled ...

The Customer therefore undertakes :

- to enable XPOLLENS to meet its obligations under the above terms;
- more generally, to comply with applicable laws on the suppression of corruption and influence , misappropriation of public funds and favoritism;
- and in particular not to carry out any financial transactions on his Account with a view to committing an act of corruption or influence peddling, concussion, illegal taking of interest, misappropriation of public funds or favoritism.

1.3. CLAIMS/MEDIATION

Any complaint relating to this Agreement must be made by the Customer to the Partner at the following address, by e-mail tocontact@toneofirst.fr or by telephone to 0153362424.

In the case of Complaints relating to Accounts and/or Payment Services, the Customer will receive a reply within fifteen working days of receipt of the Complaint.

However, if additional time is required to respond, XPOLLENS, where applicable via the Partner, will send the Client an interim response setting out the reasons for the delay and specifying the final date of its response. In any event, the Client will receive a definitive response no later than thirty-five (35) working days following receipt of its Claim.

In the absence of a satisfactory solution or in the absence of a response within these time limits, the Client, if it is a consumer within the meaning of the Consumer Code, may refer the matter free of charge to the XPOLLENS mediator, within a period of one year from the date of the prior complaint made to XPOLLENS:

- Or by post: Maître Carol SABA Médiateur de la consommation de l'AFEPAME, 36 rue Taitbout, 75009 Paris.
- Or submit your request for mediation directly online via the AFEPAME consumer ombudsman website: <https://mediateur-consommation-afepame.fr>.

1.2. APPLICABLE LAW/COMPETENT COURTS

The Agreement is concluded in the French language. The Customer expressly accepts the use of the French language during pre-contractual and contractual relations. The Agreement is subject to French law and to the jurisdiction of the French courts.

17. CUSTOMER RESPONSIBILITY

The Customer alone bears the risk unpaid invoices and undertakes to settle all unpaid invoices with the Partner.

It is specified a payment order by Bank Card may be contested or a request for reimbursement made by the Participant to his payment service provider within thirteen (13) months of the payment transaction, resulting in the reversal of the entry debited from the Customer's Payment Account.

The client agrees to accept any such reversal. In the absence of sufficient funds on the Account, the customer undertakes to pay, by any means, the corresponding amount into the Payment Account as soon as possible following the request made by BD MULTI-MEDIA

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18. HIVED-OFF ACCOUNT

In accordance with applicable regulations, sums credited to the Account are deposited in a separate account opened with Natixis, a credit institution authorized to receive funds on demand from the public.

Natixis is a public limited company with share capital of 5,052,644,851.20 euros, registered in the Paris Trade and Companies Register under number 542 044 524, having its registered office at 30, avenue Pierre Mendès-France - 75013 Paris, registered in the Paris Trade and Companies Register under number SIREN: 542 044 524. Natixis is a credit institution authorized in France by the ACPR - Autorité de contrôle prudentiel et de résolution - 61, rue Taitbout 75436 Paris cedex 09.

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INFORMATION ON THE PROTECTION OF PERSONAL DATA

Xpollens is committed to ensuring that the processing of personal data it implements complies with the General Data Protection Regulation (RGPD) and the French Data Protection Act (Loi Informatique et Liberté).

The purpose of this notice is to provide you with detailed information on how Xpollens, acting as data controller, protects your personal data.

It explains how your data is obtained, why it is processed, with whom it may be shared, the measures implemented to ensure its confidentiality and security, and reminds you of your rights and how to exercise them.

1. A few definitions

"XPOLLENS": the establishment with which you have established or wish to establish a business relationship,

"Group": the establishments of Groupe BPCE,

"you": yourself or any natural person involved in our relationship (your legal representative, your agent, a contact, etc.),

"Payment Service Provider Agents" and **"Electronic Money Distributors"**: partners of Xpollens in the marketing of payment and electronic money products. They act as RGPD subcontractors of Xpollens.

"processing" means any operation or set of operations which performed upon personal data or sets of data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

"Personal data" or **"data"** means information relating to a natural person who is identified or can be identified directly or indirectly from that data. Different categories of data may be involved, depending on the need.

For example:

- identity and/or contact information such as surname, first name, date of birth, postal and e-mail address, telephone number, identity document numbers, age,
- information about your family, professional and tax situation,
- banking and financial information related to your operations,
- identification and authentication information related to your online banking services and payment transactions,

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- video surveillance images on our premises.

2. Who is this Notice for?

The Notice is intended for you as an individual concerned by the processing of personal data by XPOLLENS, whether you are acting as a private individual or as part of a professional activity.

It concerns you in particular if you are :

- an Xpollens customer
- a potential customer or prospect of Xpollens,
- a natural person acting in any capacity within the framework a relationship established with a customer of Xpollens, whether a natural person or a legal entity, for example :
 - an agent or signatory,
 - a legal representative,
 - a designated contact,
 - a member,
 - an agent or a owner,

3. Who collects your personal data?

XPOLLENS

We collect and process personal data as part of the implementation of our services offered through our Payment Service Providers and our Distributors on the various communication channels used by the latter. In this capacity, we act as **PROCESSING MANAGER**. To provide these services, we do not work alone; we also use service providers.

All these companies may contribute to the services provided to you and are committed to respecting the same principles. To this end, they are likely have access to your personal data for the specific purposes related to the products and services you have subscribed to.

OUR OTHER PARTNERS

The information applicable to the protection of personal data relating to a product subscribed to with other partners is usually communicated to you by the latter, in its capacity as **PROCESSING RESPONSIBLE** for the collection and processing that it implements for its own purposes.

account.— Sometimes, these partners may also process your personal data as part of their activities as our Payment Service Providers or as our Distributors. For these activities, they act as **SUBCONTRACTORS** on our behalf.

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4. How we get the data personal data about you?

In the course of our business relationship, we will collect and process personal data about you.

This data may vary depending on the nature of the product or service subscribed to. It includes :

- Identification data such as surname, first name(s), postal address, telephone number(s), e-mail address(es) ...);
- Banking and financial data such as BIC and IBAN references, credit card payment data;
- Connection data (IP address ..) ;
- Certain information on the connection equipment used (computer, mobile device) for the purposes of administering our systems, combating fraud, maintaining the quality of our services and providing general statistics on their use.

XPOLLENS does not, as a matter of principle, collect or process data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs trade union membership, genetic data, personal data concerning health or personal data concerning a natural person's sex life or sexual orientation.

On the other hand, XPOLLENS may process biometric data for the purpose of uniquely identifying a natural person, in particular:

- For remote entries with individual customers who have opted for facial scanning or electronic signature as part of the additional due diligence required by the French Monetary and Financial Code,
- For the implementation of a strong authentication system enabling you to access your online banking services, to make a payment, or to sign electronically, using biometric recognition devices (voice recognition, facial recognition, fingerprints...). The use of this data helps prevent fraud and identity theft by third parties. These biometric recognition devices are an alternative to other control mechanisms and are subject to specific security measures to guarantee the security and confidentiality of personal data.

In any event, the processing of this particular category of personal data is carried out in accordance with the applicable legislation/regulations, which in certain cases require the prior collection of your explicit consent.

THE PERSONAL DATA AND INFORMATION YOU SEND US

When you enter into a relationship with us, and when you subscribe to a new product or service (payment account, e-money account), we collect the data required for this operation directly from you.

This data is required for :

- To subscribe to and manage your products or services

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- To enable us to meet our legal and regulatory obligations, such as the obligation know our customer, our tax obligations or obligations relating to the fight against money and the financing of terrorism,

Certain data may also be collected when you request information or contact.

PERSONAL DATA FROM THIRD PARTIES OR OTHER SERVICES

Personal data may also come from :

- Third-party suppliers,
- A partner of XPOLLENS, in particular its electronic money distributors, payment service providers or third-party introducers,
- Other products or services provided by third parties, including Groupe BPCE companies, to which you have subscribed,
- Other persons involved in our relationship (your representatives, designated contacts, agents, beneficial owners, family members, legal representatives, etc.).

PUBLIC PERSONAL DATA

We may collect public personal data about you.

Public personal data is any information or personal data produced or received by an administrative authority as part of its public service mission, published by an administrative authority or made available to any person on request.

We may use public information or personal data when authorized by laws or regulations and in compliance with the specific rules communication and re-use specified by said laws or regulations.

5. Who accesses your data?

As an electronic money institution, we are bound by professional secrecy and can only share your data under strict conditions or with your consent.

This same principle of secrecy and confidentiality applies to all those involved, whether they are our employees, our service providers, our partners or their own staff.

Your data may be transmitted or accessed :

- To BPCE SA and the subsidiaries and branches of Groupe BPCE in France and the European Union, of which Xpollens is a member;
- Our service providers for the sole purpose of carrying out the processing for which they were initially collected. In this context, our service providers are personal data processors within the meaning of the regulations, acting on our instructions and on our behalf. They are not authorized to sell or disclose such data to other third parties;
- Xpollens electronic money distributors and payment service providers;
- Certain regulated professions such lawyers, notaries and auditors

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- Any public, administrative or judicial control authority or authorized third party mandated comply with the legal, regulatory, statutory or contractual obligations to which we are subject.

6. Why do we process your personal data?

The processing carried out by Xpollens serves an explicit, legitimate and specific purpose. In the context of our business relationship, we use all or part of your personal data for the purposes described below and on the following basis:

EXECUTE THE CONTRACT FOR THE SERVICE YOU HAVE SUBSCRIBED TO OR WISH TO SUBSCRIBE TO

We primarily process your personal data in order to provide the products and services you subscribe to, or wish to subscribe to.

The processing is carried out because it is necessary for the performance of the contract, or for the performance of pre-contractual measures taken at your request as a customer, in the context of a relationship already established, or as a prospect or potential customer if no business relationship has yet been established (pre-contractual measures such as the provision of advice, a proposal, a simulation).

The processing carried out as part of the management of our relationship concerns in particular:

- The maintenance of your payment accounts and/or electronic money accounts) and the execution transactions, the management of your products, the manufacture of your payment instruments such as your bank card, as well as the management of their operation and the security of payment transactions. Prior to the authorization of a payment transaction, we may implement an automated decision-making process based in particular on the analysis of information concerning the payment instrument, the context of the transaction, the balance of the account on which the payment instrument operates and the maximum limits for its use. This automated decision-making results in the authorization or refusal of the payment transaction,
- The management of your online service and the various services made available to you within this framework. These include, in particular, processing linked to the return of your transactions and documents in dematerialized form, budget management functionalities including the categorization of your expenses and income, contact forms that can use automated processing to identify/categorize and respond to your request, functionalities linked to the subscription of products and services and the electronic signature of your documents"self care" type functionalities enabling you to carry out certain management operations directly. These services and functionalities are constantly evolving to offer you the best possible experience,
- Preventing overdue payments, debt collection and litigation management (out-of-court settlements, overindebtedness and legal disputes),
- Claims management, estate management.

Without this processing, we would not be able conclude or execute the contract.

MEETING OUR LEGAL AND REGULATORY OBLIGATIONS

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We operate in a highly regulated environment, whether for electronic money transactions or payment services.

To meet these legal obligations, we process personal data.

As a result, we may need to collect or request specific information about certain transactions if required to do so by law or regulation.

Automatic exchange information on tax matters

We are required to identify, for tax purposes, the residence of the account holder and to fulfil the annual reporting obligations to the French tax authorities relating to the declarable accounts of persons not resident for tax purposes in France (including Specified U.S. Persons, within the meaning of the FATCA).

The French tax authorities will transmit this information to the tax authorities of the country of tax residence of the account holder, if required under automatic information exchange regulations.

Combating money and the financing of terrorism

We are required to identify our customers and, where applicable, the beneficial owners of transactions, and to maintain constant vigilance with regard to our customers throughout the business relationship (amount and nature of transactions, source and destination of funds, monitoring of the customer's professional, economic and financial situation, etc.). The information you provide in this respect must be regularly updated.

As such, we are required to apply special vigilance measures with regard to Politically Exposed Persons as defined by the French Monetary and Financial Code.

We are also required to report certain transactions to the relevant authorities:

- sums entered in our books and transactions involving sums that could be the proceeds of an offence punishable by a custodial sentence, or that could be involved in the financing of terrorism or the laundering of tax fraud,
- transactions for which the identity of the principal or the beneficial owner of the transaction remains in doubt despite the due diligence carried out by Xpollens as part of its obligation to verify identity.

Prevention, investigation and detection of payment fraud and remote access to your e-money and/or payment accounts

We are required to implement security measures involving the processing of some of your personal data as part of our authentication procedures and in order to protect the integrity and confidentiality of your data.

Transmission of information required to maintain regulatory files

We communicate the personal data required to maintain following regulatory files:

- **FICOBA.** When a customer opens a bank or similar account, banks are obliged to declare certain amount of information to the Direction Générale des Finances.

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Public authorities in charge of the FICOBA file, and to inform them of any changes to or closure of the account, for a period of 10 years after the account is closed.

- **Fichier central des retraites de ces cartes bancaires.** This file, managed by the Banque de France, records CB card withdrawal decisions when a payment incident resulting directly from the use of a CB card has not been rectified.

Other regulatory obligations

Dormant accounts. By law, the institutions concerned are required to make an annual inventory of inactive accounts held in their books. To this end, we must annually consult the Répertoire National d'Identification des Personnes Physiques (RNIPP) for inactive accounts, in order to trace the death of the customer(s) concerned.

Responses to requests to exercise your rights under regulations on the protection of personal data. Exercising your rights requires us to process your personal data for the purposes of identification, managing your requests and preserving evidence.

Our business (general accounting, invoicing, balance sheet management, reporting, auditing, etc.) require us to process a large volume of personal customer data.

RESPONDING TO OUR LEGITIMATE INTERESTS

We may invoke a "legitimate interest" in processing your data, in particular when we are faced with situations that may present risks to our business, including:

- Prevent fraud, particularly on payment transactions, and manage any legal proceedings,
- Fighting financial crime against the financial sector, our customers and our employees,
- Prevent and manage incivilities towards our employees,
- Ensuring the security of our networks and information.

This legitimate interest may be linked to the analysis of our risk terms of commitments, in particular at time of entering into a relationship and throughout the contractual relationship. The automated processing carried out in this context ultimately involves human intervention and results in a decision to grant or refuse to open an account. You have the right to present your observations and to contest the decision taken at the end of this process.

Our legitimate interest may also relate to the management :

- Statistical studies and satisfaction surveys,
- Customer relations (improving customer knowledge, improving our products and services, monitoring, designing, developing and monitoring sales activity),
- Prospecting, profiling and marketing segmentation, including combination of data for analysis purposes,
- Our communication activities.

These processing operations are carried out taking into account your interests and fundamental rights. As such, they are accompanied by measures and guarantees ensure a balance between the protection of your interests and rights and the pursuit of our legitimate interests.

CARRY OUT CERTAIN PROCESSING OPERATIONS WITH YOUR CONSENT

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In certain cases, you will be informed and asked to give your consent before your data is processed, specifically for the purpose indicated. Your data will not be processed without your consent.

7. How long is your data stored?

Once the purposes of data processing have been achieved, and taking into account any legal or regulatory obligations requiring the retention of certain data, we proceed delete or anonymize your data.

Retention periods vary and depend on the nature of the data and the purposes for which it is to be used. Data is generally kept for the time necessary to fulfill the contract and until the expiry of the various applicable legal deadlines.

When personal data is collected for several purposes, it is kept until the longest retention or archiving period has elapsed.

The table below lists the main timeframes applicable to the business relationship.

TYPE OF TREATMENT	SHELF LIFE	STARTING POINT CONSERVATION
Accounting documents and vouchers (account statements, etc.)	10 years	From the end of the relevant accounting period
Procurement, execution and management of products and services	5 years ¹	From the closing of the product or service ¹ From termination of our relationship ¹
Combating money laundering and the financing of terrorism	5 years	Once the operation has been completed
Fraud prevention Crime prevention and	5 years	From the day of the offence. When legal proceedings are initiated, data is kept until the end of these proceedings and the expiration of any applicable statute of limitations.
Commercial prospecting, following of a contractual relationship: use of surnames, first names, address, date and place of birth and characteristics	5 years	From the end of our relationship or the last incoming contact from you

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from product previously subscribed		
Prospecting commercial to a prospect	3 months	From the date collection or last incoming contact from the prospect
information on a product or service	6 months	From the date of the simple information request or simulation.
Cookies and tracers	13 months maximum	From plotter deposit date
Preventing and detecting criminal offences to prepare and/or pursue legal action	From 5 to 20 years depending on the nature of the offence	From the time the offence is detected

8. How do we ensure the security and confidentiality of your data?

Respect for privacy and banking secrecy, and the security and confidentiality of data, particularly personal data entrusted to us by our customers, are our top priorities.

Taking into account the nature of the personal data and the risks presented by the processing, we take the technical and organizational measures necessary to preserve the security of your data and, in particular, to prevent it from being distorted, damaged or accessed by unauthorized third parties or to prevent any improper use.

We therefore undertake to take the physical, technical and organizational security measures necessary to :

- Protect the security of our customers' personal data against unauthorized access, modification, distortion, disclosure, or destruction of the data we hold,
- Protecting our business.

We carry out regular internal and external audits to ensure the security of personal data and guard against unauthorized access to our systems.

Nevertheless, the security and confidentiality of personal data depend on everyone's good practices, so please be vigilant.

In order to protect the confidentiality of your personal data, we invite you, in particular in the rules of Internet use, to take all useful measures, in particular by deleting, at the end of your consultation, the traces of navigation and by prohibiting access to third parties who do not have access to your personal data.

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authorized in the event that you download this data to management software. We invite you to consult the security advice provided on the website of the Agence Nationale de la Sécurité des Systèmes d'Information.

In accordance with our commitments, we choose our subcontractors and service providers carefully and require them to :

- A level of personal data protection equivalent to our own,
- Access to and use of personal data or information strictly necessary for the services they are required to provide,
- Strict compliance with applicable legislation and regulations on confidentiality, banking secrecy and personal data,
- The implementation of all appropriate measures to ensure the protection of personal data that they may be required to process,
- Definition of the technical and organizational measures required to ensure data security.

In accordance with legal and regulatory requirements, we undertake to enter into contracts with our subcontractors that precisely define the terms and conditions of personal data processing.

9. Where is your data stored?

Our customers' personal data is stored in our information systems or in those of our subcontractors or service providers.

We undertake to choose subcontractors and service providers who meet quality and security criteria, and who offer sufficient guarantees, particularly in terms of specialist knowledge, reliability and resources, for the implementation of technical and organizational measures, including relating to the security of processing.

As such, we impose on our subcontractors and service providers confidentiality rules at least equivalent to our own.

As a matter of principle, we prefer technical solutions and the storage of personal data in hosting centers located within the European Union. If this is not the case, we take the necessary steps to ensure that subcontractors and service providers offer adequate security and protection measures, as described below.

IS YOUR DATA COMMUNICATED OR ACCESSIBLE FROM OUTSIDE THE EUROPEAN UNION?

Your personal data may be transferred to a country within or outside the European Union for various purposes.

In the event of a transfer to a country outside the European Union, rules to ensure the protection and security of this information have been put in place: either the European Commission has adopted an adequacy decision that recognizes the local data protection regulations of the country in question, or the European Commission has adopted an adequacy decision that recognizes the local data protection regulations of the country in question.

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In the case of personal data, either a level of protection equivalent to that of the European Union is provided, or appropriate safeguards are put in place, such as standard contractual clauses approved by the European Commission.

In the event of payment or transfer of funds outside the European Union, certain personal data must be communicated to the beneficiary's bank, even if it is located in a country outside the European Union whose regulations do not offer an equivalent level of protection, as this transfer of data is necessary for the performance of the contract.

Such personal data may be communicated, at their request, to authorized official bodies and administrative or judicial authorities, or to authorized third parties.

In all cases, we take the necessary and appropriate measures to ensure the security of personal data.

10. Our prospecting activities

We may contact you by e-mail in order to offer you new products and services that seem to correspond to your needs or desires or that meet new uses.

You may object at any time and at no cost to processing initiated for commercial prospecting purposes.

Commercial canvassing by e-mail is aimed exclusively at individuals acting in a professional capacity.

Your professional e-mail address may be used to send you commercial prospecting by e-mail for purposes related to your profession.

You may at any time exercise your right to object to commercial prospecting.

Generic business addresses assigned to a legal entity (company) are not subject to the principles of consent, prior information or the right of opposition. Messages and notifications relating to the administrative management of a product or service previously subscribed to (alerts, notifications of the availability of a dematerialized document on your remote banking space, etc.) do not fall within the scope of commercial canvassing.

In this case, messages and notifications can be set up as part of the subscribed service, it being understood that some of these notifications may be required by law and of an imperative nature.

11. Our profiling actions

Profiling involves using personal data to evaluate certain aspects of the data subject, analyzing or predicting his or her interests, behavior or other attributes.

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In the context of our relationship, we may use two types of profiling :

- Marketing profiling that has no legal effect on you, such as marketing segmentation, in order to suggest innovative services and products likely to meet your expectations/needs, or complementary or promotional offers that best target your needs,
- Profiling that could have legal consequences for you and lead to a decision.

With regard to marketing profiling, we use techniques to carry out marketing segmentations and selections that have no legal effect.

In this respect, the personal data we collect also helps us to personalize and continually improve our banking and commercial relations, so that we can offer you products and services that are best suited to your needs. In this context, we may use various profiling techniques, such as the use of algorithms.

We may also aggregate and anonymize this data in order produce reports and marketing models.

When we use such techniques, we take the necessary steps to avoid the risk of errors and infringements of people's fundamental rights and freedoms.

In the event that this profiling has legal consequences for you, as for example in the case of the use of risk assessment processing for account opening, the results of the use of these techniques will only be an aid to XPOLLENS's decision:

- Human intervention by Xpollens is always part of the decision-making process,
- And you have the right to submit your observations or obtain an explanation of the decision taken following this type of assessment, and to contest the decision.

12. Implementation of special treatments based on specific technology

COOKIES AND OTHER TRACKERS

Cookies or other tracers are tracers deposited and read, for example, when consulting a website, reading an , installing or software or a mobile application, regardless of the type of terminal used.

You are informed that when you visit one of our sites, cookies and tracers may be installed on your terminal equipment. You can consult the cookies policy implemented on the site concerned. Where necessary, we obtain your consent prior to installing such cookies on your terminal equipment, as well as when we access data stored on your equipment.

The lifetime of these tracers is a maximum of 13 months.

TELEPHONE REGISTRATION

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Telephone conversations between you and our services may be recorded for training purposes, to evaluate or improve the quality of our products and services, or as proof of a remote transaction.

We will inform you of any recording beforehand, and you have the right to object. However, in the event of refusal, it may not be possible to carry out your transaction request, as we will not be able to keep proof of it.

Recording media or their reproduction will be kept for periods proportionate to the purpose of the recording in question (from 3 months for management purposes, to 5 years when the telephone recording is likely to be used as evidence).

13. Your rights

Within the limits and conditions authorized by the regulations in force, you can :

- Access all your data,
- **Have** your personal data **rectified, updated and deleted**, it being specified that deletion can only take place when:
 - Personal data is no longer required for the purposes for which it was collected or otherwise processed,
 - You have withdrawn your consent on which the processing was based,
 - You have objected to the processing of your data and there is no compelling legitimate reason to continue,
 - Personal data has been processed unlawfully,
 - Personal data must be deleted in order to comply with a legal obligation under EU or French law to which Xpollens is subject,
- **You object to** the processing of your personal data for your own reasons,
- **You object to** the processing of your personal data for commercial prospecting purposes,
- **Receive** personal data concerning you that you have provided to us, for automated processing based on your consent or the performance of a contract, and request the portability of such data,
- **Request a restriction on** the processing of your personal data when :
 - You contest the accuracy of the personal data for a period of time that allows the data controller to verify the accuracy of the personal data,
 - You object to the deletion of data concerning you when the processing is unlawful,
 - We no longer need the data, but they are still required for the establishment, exercise or defense of legal claims,
 - You have objected to the processing of your data, during the verification as to whether Xpollens' legitimate motives prevail over your own,
- Where processing is based on your consent, you may **withdraw your consent** at any time,
- **File a complaint** with a supervisory authority. In France, supervisory authority is :

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CNIL - 3 place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07
www.cnil.fr

In addition, you have the option of giving us instructions regarding the retention, deletion and communication of your data after your death, which instructions may also be registered with a "certified digital trusted third party". These directives may also be registered with a "certified digital trustworthy third party". These directives may designate a person to be responsible for their execution. These rights may not, however, have the effect of contravening the rights of heirs, or of allowing the communication of information to which only the latter may legitimately have access.

14. How to exercise your rights

If you would like to know more about the provisions of this information notice, or exercise your rights, you can contact our Data Protection Officer (DPO) at the following address:

DPO of the Payments business line entities
General Secretariat
Direction Sécurité Groupe / Sécurité des Métiers de la Communauté BPCE
50, avenue Pierre Mendès France - 75201 Paris Cedex 13

E-mail: dpo-xpollens@bpce.fr

To exercise your rights concerning your data, please enclose a copy of a valid identity (identity card or passport in the following format: GIF, JPG, PNG, PDF), unless the elements communicated as part of your request enable you to be identified with certainty.

Exercising your right to access, rectify, oppose, delete, limit or port personal data is free of charge.

If you wish to exercise your right of access, we will provide you with a copy of the personal data being processed. In the event of requests that are manifestly unfounded or excessive, particularly due to their repetitive nature, we may demand payment of a reasonable fee taking into account the administrative costs incurred in providing the information, making the communications or taking the measures requested, or refuse to respond to your request.

SPECIFIC ACCESS RIGHTS

For the FICOBA file: The right of access to identification (surname, first name, address) is exercised by the account holder at the tax center where you live;

The right of access concerning nature and identification of accounts is exercised by the account holder, indirectly, through the CNIL.

If you are an heir, you can obtain data directly from this file, relating to accounts opened by the deceased, by contacting the Centre national de traitement FBFV - BP31 - 77421 MARNE LA VALLÉE CEDEX 02.

For processing carried out in application of articles L.561-5 to L561-23 of the French Monetary and Financial Code (Code Monétaire et Financier) for the purpose of combating money laundering and the financing of terrorism: Indirect access rights may be exercised with the CNIL (L. 561-45 of the French Monetary and Financial Code).

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