



(<https://www.toneofirst.com>)



Open an account



# CGV / CGU

## Important information you need to know.

General Terms and Conditions of Sale and Use applicable to the ToneoFirst prepaid card from Mastercard® ("ToneoFirst Card")

Please read this Agreement carefully activating your Card. This information represents the terms and conditions applicable to your ToneoFirst Card. In the event of any misunderstanding or disagreement, please contact Customer Service using the contact details in paragraph 20 of this Agreement.

Contract.

## 1. Definitions

- **Authorized data aggregator** - A financial institution (third party) authorized by its regulator to provide you with a data aggregation service subject to your explicit agreement and on the basis of a separate contract signed with it.
- **Bank Card** - A bank card is a card issued by a credit institution, usually containing an electronic chip and a magnetic stripe, which can be used to make cash withdrawals from cash dispensers and/or withdrawals and payments from merchants.
- **Card** - The Toneo First Card issued as part of the contract.
- **Activation code** - refers to the 4-digit number sent to you by mail.
- **code** - the four-digit personal identification number used operate the Card.
- **Merchant** - means a retailer or any other person, firm or company accepting cards who has the Mastercard acceptance logo.
- **Account** - refers to the electronic account associated with your Card.
- **Contract** - means the Cardholder's contract, which may be amended by sending supporting documents to ToneoFirst.
- **CVC** - the Card Verification Code (or Cryptogram) is used to secure certain transactions. This 3-digit code is printed on the back of the card.
- **ATM** - refers to an Automated Teller Machine.
- **EEA** - refers to the European Economic Area, which currently includes all European Union countries plus Iceland, Norway and Liechtenstein.
- **Issuer of Electronic Money** - means the regulated financial institution Syspay Limited, registered in Malta under number C 51532 and having its offices at 3B, Wied Ghomor Street, St Julians STJ2041, Malta.
- **Liberté" package** - no monthly subscription (see details in paragraph 11).
- **Zen" formula** - monthly subscription with reduced fee-for-service billing (see details in paragraph 11).
- **Program Manager** - PAYCOM, a subsidiary of Groupe BD Multimédia, registered in France under number 809 837 156 00011, whose head office is located at 16 Cité Joly 75011, Paris, France, and acting on our behalf for the distribution of the Card in France, and for customer relations.
- **Working days** - means days from Monday to Friday, but does not include public holidays or days on which financial institutions in France or Malta are closed.
- **Mastercard Acceptance Logo** - means the acronym of Mastercard International Incorporated indicating that the Card is accepted.
- **Mastercard** - refers to Mastercard International Incorporated, headquartered at 2000 Purchase Street, Purchase, New York, 10577, USA.
- **Data aggregation service** - An online service enabling you to consolidate information on your accounts





- **DISCOVERY status** - a reloadable Card with spending limits and the limits indicated in paragraph 3.7(a).
- **INTEGRAL status** - a reloadable Card with spending limits and higher limits as set out in section 3.6(c).
- **Electronic money** - refers to the electronic money associated with your Card.
- **Total deductible amount** - refers to the total amount of the transaction, including the transaction itself, all related fees, costs and taxes.
- **We, us or our** - means Syspay Limited, a company registered in Malta under number C 51532 with offices at 3B, Wied Ghomor Street, St Julians STJ2041, Malta. **Card Number** - refers to the 16-digit number on the front of your Card.
- **Account number** - refers to the unique and personal account number associated with your Account and provided by the Program Manager.
- **Pack** - means the tamper-proof packaging containing an unactivated and unloaded Card, these terms and conditions and the Card's PIN.
- **PPS** -Prepay Technologies Limited, a company registered in England and Scotland under number.
- **Toneo® Recharge** - refers to a dematerialized prepaid coupon issued by the Program Manager that you can purchase for the purpose of recharging your Card from the website or mobile application.
- **Regulator** - the regulatory body, Malta Financial Services Authority ("MFSA") in Malta or any other European regulator and/or supervisor of nancial services.
- **Customer Service** - refers to the call center for any questions you may have about your Card. Contact details are given in paragraph 20.
- **Website** - means the website [www.toneo rst.com](https://www.toneo rst.com/) (<https://www.toneo rst.com/>) where you can register to access your Account online and view your Available Balance and Transaction . You can also register your Card, update your contact details, change your password, and report a lost or stolen Card. You will need an Internet connection to view it.
- **Available Balance** - refers to the funds available on your Card for use.
- **Transaction** - means a retail sale, cash advance, cash withdrawal or ATM withdrawal made with your Card.
- **Cardholder** - means you in your capacity as an individual entering into this contract with us.
- **You, your** - the cardholder.
- **Mobile Application** - program developed in HTML, downloadable free of charge, accessible and executable via a mobile-compatible operating system (smartphone or tablet).

## 2. Scope of this contract

2.1 Your Card is a prepaid e-money Card. It is not a credit or debit card.

2.2. The Card is an e-money product and the associated e-money is provided by Syspay and will be denominated in Euros. We are regulated and supervised by Malta Nancial Services Authority for the issuance of e-money. Your card has been issued by PPS under license from Mastercard International Incorporated. Mastercard is a registered trademark of Mastercard International Incorporated. Your rights and obligations in relation to the use of this card are subject to this agreement between you and us; you have no rights against Mastercard International Incorporated or its affiliates. If you experience any difficulty in using the card, you should contact Customer Service. The card remains the property of PPS.

2.3 These Terms and Conditions are written and available only in the French language. We undertake to communicate with you in French with regard to any matter relating to your Card or Account.

2.4 You agree that we may communicate with you by e-mail to issue notifications or information regarding your account or card. It is therefore important that you make sure you keep your e-mail address up to date via your account management on the , the Mobile Application or by contacting Customer Service.

2.5 If you wish to use an authorized Data Aggregator to provide Data Aggregation Services on your behalf, you may do so provided you have registered for online access and your account is active. We advise you, before using an authorized Data Aggregator, to ensure that they are authorized by a regulator to provide data aggregation services. In Malta, the MFSA register (available at <https://www.mfsa.mt/nancial-services-register/>) will tell you whether a company is authorized. You must provide your explicit consent or share your account credentials with the Authorized Data Aggregator access to your account is required it provide Data Aggregation Services to you. You should always consider the implications of sharing your and personal information.



2.6 If an Authorized Data Aggregator requests access to your account in order to provide you with Data Aggregation Services using your account identification, we will assume that you have given your consent to do so. Please note that we are obliged to access to your account if requested to do so by an Authorized Data Aggregator and that we can only refuse access in certain circumstances.

2.7 If we refuse to give an Authorized Data Aggregator access to your account, we will notify you immediately after refusal to explain why, unless it is against the law or we have security reasons for not doing so.

2.8 If you do not wish to use the Data Aggregation Services provided by an Authorized Data Aggregator on your account, you may simply refuse to give your consent or to share your account information with such Authorized Data Aggregator.

### 3. Purchasing and activating your card

3.1 Your Card is available in two price plans: the "**Liberté**" price plan and the "**Zen**" price plan. Each card is linked to a single e-money account. We may ask you to provide original documents to prove various information about you and/or we may carry out electronic checks on you. The Card is supplied to you in a tamper-proof package containing an unloaded and unactivated Card, these terms and conditions and the Card's PIN.

3.2 To activate a card in INTEGRAL status, identity verification is mandatory. This is done via the application, when you create your ToneoFirst account.

3.3 When you receive your card, you must sign it immediately and retain proof of purchase for the duration of this contract.

3.4 You will not be able to use your card until it has been activated. You will need to register your card in order to activate it. You can register your card :

3.4.1 online via the Mobile Application - by declaring your personal identification details on the Mobile Application, your Card will be activated in Discovery Mode. After registration, your identifi ants will be sent to you by SMS. As soon as you receive this code, you will need to enter it on the mobile Application and proceed to verify your identity by uploading a copy of both sides of your identity document, as well as a photo and video ID check. Other documents may be requested for due diligence and laundering purposes, as required and on a case-by-case basis.

3.4.2 by calling Customer Service - by providing Customer Service with your personal details, your card will be activated in discovery mode. Following registration, an activation code will be sent to the registered address. Once you have received this code, you will need to contact Customer Services to confirm your activation, and your account will be upgraded to Discovery Status. If you wish to upgrade your account to INTEGRAL status, you may be asked to provide further documentation for due diligence and laundering purposes, as required on a case-by-case basis.

3.4.3 by post - by completing the form included in the pack and enclosing a copy of an identity document and original proof of address. For more details on the documents accepted as proof of identity and proof of address, please refer to the activation form or to the PAYCOM SARL website, 16 Cite Joly, 75011 Paris, France.

3.5 The expiry date on your card is the expiry date of your card and your account. You will be able to load your card until it expires, within the limits (see paragraph 3.7) applicable to your card type (Card in DISCOVERY Status or Card in INTEGRAL Status).

3.6 We will activate the card on the basis of the information you have provided. You agree to provide accurate information. We may refuse to activate the Card or suspend your account if the information you provide is incorrect or incomplete or if we have reason to suspect that the information you have provided is incorrect or incomplete.

3.7 (a) **The limits shown below apply to a card in DISCOVERY status:**

1. Maximum available balance - 150€ ;
2. Maximum annual load - 150€ ;
3. A maximum expenditure of €150, a maximum balance of €150 for transactions - Withdrawals and transactions limited to €50 per transaction - the reference period is 12 months from the first use (expenditure is only authorized in France);
4. withdrawals, card-to-card transfers and coupon reloads are not permitted;

5. Top-ups can be made by bank transfer or credit card.

3.7 (b) The limits shown below apply to a card in INTEGRAL status:

1. Maximum balance available - 10,000€;
2. ATM withdrawals are limited to 500€ per day and 1,000€ per month;

3.8 You can use your card to make cash withdrawals. You will need a PIN code for ATM withdrawals and to authorize any retail transactions in France and certain other countries. For details of how to authorize transactions, please refer to paragraph 4.1.

3.9 A 4-digit confidential code will be supplied with the card inside the tamper-proof packaging. You will be given an identifier and password to access your account. You must always ensure that your identifier, secret question and the answer you chose when registering are protected and kept in a safe place. Unless required by law, we will not disclose your code or other information to any third party. If you forget your confidential code, you can obtain it by contacting Customer Service or using the Website or Mobile Application.

## 4. Using your card

4.1 You can authorize transactions debiting your card by entering your when you are on the merchant's premises, or by entering your CVC code when making an online or telephone transaction. If the merchant does not have a chip-reading device or does not authorize the, the merchant may ask you to authorize the transaction by signing the receipt. Please remember that you are not normally able to reverse a transaction once it has been authorized, as at that point it is deemed to have been received by us. You will be held responsible for all transactions you authorize, regardless of how they are authorized. We may refuse to execute a transaction if it is illegal or fraudulent and/or if you do not a available balance. If we refuse execute a transaction, you may the account to ensure that there was a balance available to cover the transaction, or you may ask us why we did not execute a transaction by contacting Customer Service. Unless we are prevented from doing so by law, we will explain why and also tell you what you can do to correct any errors in the transaction.

4.2 Subject to paragraphs 3.6 and 3.7(a), your card can be used to cash withdrawals at ATMs displaying the Mastercard acceptance logo or at participating banks (fees will be charged; see paragraph 11). You can withdraw a maximum amount of 300€ per day, but some participating banks or ATMs may xer lower limits. Please note that additional ATM fees may be charged on top of those indicated in paragraph 11.

4.3 Your card is a prepaid debit card. This means that the card's available balance will be reduced by the total amount of each authorized transaction. Your Total Deductible Amount must be less than or equal to the available balance on your card. You must not use your card after its expiry or if the Total Deductible Amount exceeds the Available Balance. If, for any reason, a transaction is processed for an amount greater than the Total Deductible Amount, you must reimburse us for the amount by which the Total Deductible Amount exceeds your Available Balance within 30 days of receiving the invoice us. If you do not reimburse us for this amount within 30 days of receiving the invoice, we reserve the right to take all necessary measures, including legal action, to obtain payment of the unpaid amounts.

4.4 You can check your available balance free of charge by consulting the Website and your Mobile Application. You can also check your available balance by calling Customer Service. You accept that the data relating to your card, reloads and transactions recorded on the Website and Mobile Application (and indicated on your account) represent valid proof of the transactions you make.

4.5 For security reasons, merchants accepting your card are required to ask us for authorization for all transactions you make. In certain circumstances, merchants may require you to have an available balance greater than the amount of the transaction you wish to make. You will only be billed for the actual, definitive amount of the transaction you make. Merchants ask for this because they may need to debit an amount greater than the one you initially planned to request. For example:

4.5.1 Hotels and rental cars: as merchants may not be able to accurately predict the amount of your definitive bill, they are likely to request authorization for funds in excess of your available balance.

4.5.2 Restaurants: you'll need an available balance equivalent to the total cost of the meal plus 20%. This approach takes into account any service charges that may be added to your bill.





4.5.3 Internet merchants: some merchant websites will send you a payment authorization request registration or at checkout to verify that the necessary funds are available. This will have a temporary impact on your available balance. Please also bear in that many sites will not debit payment until the goods ordered have been dispatched, so sure to take note of this when checking your available balance to ensure that you always have sufficient funds to pay for your purchases.

4.5.4 Travel purchases: merchants may not be able to authorize your transaction if they cannot obtain our authorization online. These situations include, for example, purchases aboard a cruise ship or train and certain purchases contemplated aboard an airplane.

4.6 Your card cannot be used at automatic service stations. To make a payment, you must present your card to the cashier.

4.7 Your card cannot be used to purchase items.

4.8 Your card must not be used as proof of your identity. We do not respond favorably to authorization requests from merchants who use your card for .

4.9 Your account is not a payment account or a bank account. The bank balance on your account does not interest.

4.10 We may refuse to endorse any transaction made in breach of these terms and conditions or where the order form is incomplete or inaccurate, or where we suspect that the Card is being used fraudulently or in breach of any regulations governing its use. We may ask you to return your card at any time and for good reason in accordance with paragraph 15 of these terms and conditions. In this case, we will refund your electronic money in accordance with paragraph 7 of these terms and conditions.

## 5. Reloading your card

5.1 The Status DISCOVERY card is non-reloadable (can be reloaded once per voucher up to €150).

5.2 Unless otherwise indicated, top-ups will be credited to your available balance when we receive your money, i.e. no later than three working days after the day on which you made the top-up payment. You can top up your card in the following ways:

5.2.1 Use a Toneo coupon. These vouchers can be purchased from retailers or on the website. Vouchers can only be purchased in of at least 7.50 euros.

5.2.2 Except in the cases set out in paragraph 5.3, you can top up your card online using a debit or credit card for top-ups with an xe value at least €10. To use this service, you must have registered your debit or credit card with your bank for the "Mastercard secure code" or the "MasterCard secure code".  
"Veri ed by Visa". Charges apply for top-ups made using a credit or debit card (see paragraph 11).

5.2.3 Use of cash at participating tobacconists. If you have a card in DISCOVERY status, you cannot top it up with a credit or debit card.

5.4 We reserve the right to suspend or terminate the right to recharge your Card at any time and without notice if we suspect fraudulent use of the Card, in particular a breach of this Agreement or applicable regulations, or if we are required to do so by applicable regulations.

## 6. Your card expires

6.1 The expiry date on your card indicates the date on which your card will expire.

6.2 No transactions can be carried out once your card has expired.

6.3 If you are a cardholder in DISCOVERY status, we required to identify you before refunding funds to your card. We may therefore ask you to provide certain documents and/or information to enable us to verify your identity.

6.4 If you request the activation a new Card under paragraph 3 within 30 days of the expiry of your Card, you may request the transfer of your available balance to the new Card by following the appropriate procedure provided for your new account. Our procedures may require us to carry out certain reasonably required before the transfer is made.



## 7. Redemption of electronic money

7.1 If you wish to cancel your card and recover the available balance, you will be charged, at the times indicated below, a fee (see paragraph 11) to cover the costs of reimbursement for each request for reimbursement, whether this request concerns part or all of your balance:

7.1.1 before the expiry date of your card ;

7.1.2 before you or we terminate this contract prior to the expiry of the Card ;

7.1.3 more than 12 months later :

(i) the expiry date of your card, or ;

(ii) cancellation of the present contract (if applicable). You will be reminded that these fees are due before the refund.

7.2 Please note that if your balance is equal to or less than 10€ and you wish a refund under the conditions described above, the fee will be equal to your balance, which will therefore become zero.

7.3 You can obtain a refund of funds subject to the provisions of point 7.1 as long as :

7.3.1 we believe that you have not committed fraud and ;

7.3.2 we are not prohibited from doing so by any applicable law, regulation, court order or instructions or guidelines issued by any regulator, regulatory authority or agency.

7.4 You can obtain the return of unused funds by sending your card cut in half through the magnetic strip, the proof of purchase of the card and the bank references of your payment account managed by a payment service provider in the EEA by registered mail with acknowledgement of receipt to Customer Services. All refunds will be made by bank transfer.

7.5 Our procedures may require us to perform other reasonably required to prevent fraudulent use of your card before we can process your .

7.6 Any refund will be prorated to the monthly fee you would have paid in advance (if applicable).

7.7 Once we have received your request in accordance with paragraph 7.2, we will refund any remaining balance 30 working days. To arrange a refund, please contact Customer Services. If we discover that, after your refund has been processed, additional withdrawals have been made or charges or costs have been incurred on your card, we will send you an itemized invoice, requesting that we be refunded within 14 days of sending the invoice. If, within 14 days of receiving an invoice from us, you still have not paid us, we reserve the right to take all necessary steps, including taking legal action, to obtain payment of any outstanding amounts.

## 8. cardholder responsibility and authorizations

8.1 We may restrict or refuse to authorize any use of your Card in any lawful jurisdiction if the use of the Card results or may result in a breach of this Agreement or local laws or if we have reasonable grounds to suspect that you or a third party have committed or are about to commit a crime or other abuse in connection with the Card.

8.2 Any refusal to authorize a transaction will be communicated to you by the merchant concerned.

8.3 You must sign your card as soon as you receive it and keep it in a safe place. You must also keep any security information or proof of identity related to your card or account in a safe place.

8.4 You will be responsible for all unauthorized transactions resulting from the use a lost or stolen card or misappropriation of the card if you do not:

8.4.1 keep the card and/or its security features safe, or

8.4.2 inform us if your card is lost or stolen



8.5 You should never :

8.5.1 allow another person to use your card,

8.5.2 allow any third party other an authorized Data Aggregator to use or access your account,

8.5.3 write down your password(s), PIN or any other security information related to account and card, unless you do so in a manner that would make it impossible for any other person to recognize such information,

8.5.4 divulge your PIN code or any security information relating to your account and/or card, or make them available to any other person, either verbally or by entering them in a way that allows others to observe them,

8.5.5 disclose or make available your account credentials to any third party, unless the third party is an authorized Data Aggregator and you wish to use the Data Aggregation Services it provides,

8.5.6 entering your PIN code in any ATM that does not appear genuine, has been modified, has a suspicious device or is operating in a suspicious manner.

8.6 You are responsible for all transactions you authorize, regardless of how you authorize them.

8.7 You will be liable for all transactions that occur as a result of fraudulent conduct on your part or a result of your breach of this agreement with intent or gross negligence. All such transactions and all fees and charges related to such transactions will be deducted from your available card balance.

8.8 It is your responsibility to keep us informed of changes to your personal details, including your email address and cell phone number. Failure to do so may prevent us from contacting you regarding your account, including any refunds to which you may be entitled or to inform you of any changes this agreement.

8.9 You agree to indemnify and hold us and our distributors, partners, agents, sponsors, service providers, and their affiliates harmless from and against the costs of any legal action taken to enforce these terms and conditions, and you agree to indemnify and hold us and our affiliates harmless from and against the costs of any legal action taken to enforce these terms and conditions.

/ or for any breach of these terms and conditions or any fraudulent use of your card or attributable to you or authorized by you.

## 9. Lost, stolen or damaged cards

9.1 We advise you to think of the electronic money on your card as cash in a wallet. If your card is lost or stolen, you risk losing the electronic funds accompanying it, just as if you'd lost your wallet.

9.2 In the event of loss, theft, fraud or any other risk unauthorized use of your card, or if your card is damaged or malfunctions, you must notify us immediately via a form available on the website or Mobile Application, or by telephone or e-mail to Customer Service. Following , your card will be blocked and can no longer be used. You must confirm this by sending us a copy of the complaint filed with the police in the event of theft or fraud. If you notify us, in accordance with this contract, that your card has been lost or stolen, you will be liable for a maximum of €70 for any loss that occurred before you contacted customer service or reported it via the Website or Mobile Application. We may need to establish your identity before refunding the money.

9.3 Provided you have given notice in accordance with paragraph 9.2 and clause 9.4 does not apply, you will not be liable for any losses that occur after the date on which you gave such . In the event of loss, theft or damage to your Card, you may purchase a new Card, register it on your Account and request the transfer of the available balance to your new Card (fees may apply, see paragraph 11), provided we have no reason to believe that the incident notified was caused by your breach of this Agreement, gross negligence or if it gives rise to reasonable suspicion of fraudulent or improper conduct. The new card will be activated for the remaining period from the activation of the lost, stolen or damaged card.

9.4 If we have reason to believe that you have acted fraudulently, committed gross negligence or intentionally failed to inform us of the loss or theft of your card, all losses will be your sole responsibility.



# 10. Transactions in foreign currencies



10.1 If you make a transaction in a currency other than the euro (a foreign currency transaction), the amount deducted from your account will be converted to € on the day we receive information about the foreign currency transaction. We will use a rate xed by Mastercard ("the Mastercard exchange rate") which will be available each business day. to the exchange rate are effective immediately. Exchange rates may evolve and change between the time of the transaction and the time at which it results in a debit to your available balance. For transactions carried out in the EEA or in an EEA currency, you can find the Mastercard exchange rate by sending an e-mail to Customer Services. We charge an exchange fee for all foreign currency transactions (see paragraph 11).

# 11. Fees

11.1 Your card is subject to the following fees and restrictions. The fees detailed below (at n of paragraph 11) relate to all basic services provided to you, which are basic services in relation to the normal use of your account. Our revenues are generated by the basic fees we charge you. Other charges are billed to you on an ad hoc basis when certain services are used/required by you on your account.

11.2 Please note that if we are unable to collect payment of your monthly fees due to insufficient funds in your account within sixty (60) days of receiving your last monthly package (in the "Zen" package), we will automatically downgrade you to the "Freedompackage.

11.3 We will deduct any taxes or fees due from the available balance on your card. If there is no available balance on your card, or if the taxes or fees exceed the available balance, we will send you an invoice and you will have to pay the taxes or fees.

TONEOFIRST (<https://www.toneo rst.com>)

Customer service open from 2.30 p.m. to 5.30 p.m.  
+33 1 70 55 78 01 (cost of a local call)

[contact@toneo rst.com](mailto:contact@toneo rst.com)

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## About us

About us(<https://www.toneo rst.com/qui-sommes-nous/>) Toneo

Actus(<https://www.toneo rst.com/actualites/>)

CGV/CGU(<https://www.toneo rst.com/cgu-cgv/>)

## Help

FAQ(<https://www.toneo rst.com/faq-toneo rst/>)

Legal information(<https://www.toneo rst.com/mentions-legales/>)

## BD Multimedia

Capla.immo(<https://capla.immo/>)

Starpass(<https://www.starpass.fr/>)

Payment.net(<https://www.payment.net/>)

**Retail : Sell ToneoFirst**  
**(<https://www.toneofirst.com/revendeur-toneofirst/>)**

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