

Payment Services Contract

General Terms and Conditions of Payment Services

Come in:

The Customer

and,

Come in:

Société BD Multimédia Société Anonyme with a share capital of 5,149,336 Euros, whose registered office is located at 16, Cité Joly (75011) PARIS, registered in the PARIS Trade and Companies Register under number B 334 517 562, represented by Mr Jim DORRA, Director, hereinafter referred to as the "Company".

BD Multimédia provides payment and telecommunications services. As a payment service provider, it has been authorized by the Autorité de Contrôle Prudentiel et de Résolution (hereinafter "ACPR"), under reference CIB 16748, as a hybrid payment institution, within the meaning of article L526-3 of the Code Monétaire et Financier, to carry out this regulated activity, which is subject to the authorization and ongoing control of the ACPR.

The Customer and the Company are individually referred to as a "Party" and together as the "Parties".

PREAMBLE :

Any subscription to BD Multimedia's payment service necessarily implies, as an essential and determining condition, unreserved acceptance of the present General Terms of Service (GTS). These documents constitute the payment service framework contract defining the conditions opening, using and closing payment accounts managed by the BD Multimedia payment institution.

At any time, in accordance with the law, it is possible to check the approval of BD MULTIMEDIA as a payment institution on the regafi.fr website.

1. PURPOSE

The purpose of this contract is to specify the contractual relations between the signatories.

It governs the terms and conditions opening, using and closing payment accounts managed by the BD Multimédia payment institution on behalf of the customer and the provision of payment services. The client is invited to read them carefully before accepting them.

2. DEFINITIONS

For the purpose of interpreting these GTS, the terms and expressions below shall be understood in relation to the definitions in this article - which definitions shall be binding:

Agent: commercial company using, distributing and/or reselling BD MULTIMEDIA's services within the framework of a mandate signed between the agent and BD MULTIMEDIA.

Company: refers to BD MULTIMEDIA, an ACPR-accredited company (CIB 16748).

Customer(s): refers to the person(s) subscribing to the Company's payment services in order to make and/or receive a payment transaction.

Payment Account: means the payment account opened in the name of the Customer, managed by Société BD Multimedia, within the meaning of Article L. 314-1 of the French Monetary and Financial Code, opened in the Company's books the purpose of debiting and crediting Payment Transactions, fees owed by the Customer and any reversals in connection with its Transactions and offsetting these amounts on the date of their entry in order to show a net balance.

Withdrawal request(s): request from the Customer payment of all or part of the available balance of

his payment account, in accordance with the conditions set out in this contract.

Extranet: refers to the management tool made available, where applicable, by the Company, enabling the Customer access information relating to his activity under the present contract and to his payment account.

Available amount(s): refers to the credit balance of the payment account, calculated by the Company, in accordance with the rules and conditions defined in this contract, based on the technical operations recorded as the payment operations/transactions carried out, the amount of the unit payments associated with these operations, the technical deadlines for carrying out the operations, and the corrections made by the Company in the event of fraud, non-payment, and other cases provided for in this contract.

Payment transactions: the action of paying, transferring or withdrawing funds to or from the Payment Account, irrespective of any underlying obligation between the Payer and the Payee.

Payment Order: the Customer's consent, given in accordance with the personalized arrangements and procedures agreed between the Customer and the Company, to authorize a Payment Transaction.

Payment(s): means the amount credited by the Company to the Customer's Payment Account in connection with a payment transaction.

Script and API: refers to the technical installation elements of the Company's Payment Services made available to the Customer.

Company Service(s): refers to the Payment services as well as the technical, IT and telecom solutions provided by the Company and enabling the Customer to acquire unit payments.

Payment Service(s): refers to the services offered by the Company in its capacity as a payment institution as defined in the European Payment Services Directives.

3. OPENING A PAYMENT ACCOUNT

The procedure for opening a Payment Account is as follows:

3.1 Request for account payment account

The customer declares that he/she is acting on his/her own behalf. The customer is obliged to use the services provided by BD MULTIMEDIA in good faith, for lawful purposes and in compliance with the provisions of the Framework Agreement.

The Customer declares that he/she is resident in France or in the European Economic Area.

For any other country of residence or registration, the Company reserves the right to examine the request to open a Payment Account in order to comply with the geographical scope of its approval.

3.2 KYC (Know Your Customer) control

In order to finalize the opening of the payment account, the Customer must respond in writing to the information required by the Company, which may change at any time, depending changes in regulatory requirements.

In addition, on a case-by-case basis, the Company reserves the right to request any additional information required for the registration process.

The Company hereby informs the Customer that, accordance with identification requirements relating to the fight against money laundering and the financing of terrorism, the opening of the Payment Account is subject to the transmission and validation of the identification documents required according to the Customer's status. This payment account opening request is subject to a KYC check.

If, after verification, the file appears incomplete or erroneous, the process may be interrupted or terminated at the Company's initiative, without the Customer being entitled to claim any compensation whatsoever as a result. The Customer expressly accepts that this decision to interrupt or terminate the service may be taken by the Company for any reason, including technical reasons, without the Company having to justify the reasons for this decision and without prior notification of any kind.

The Customer undertakes to update and complete without delay the data provided when opening a payment account so that it remains accurate, up to date and complete throughout term of the present contract, in particular as regards his company name, address and e-mail address. The Customer also undertakes to provide all

any supporting documents requested by the Company.

3.3 Validation payment account opening

After the Company has received the Customer's registration request and provided that the required information is complete, the Company will send an email to the Customer in order to sign these general terms and conditions of use by means of an electronic signature process or a physical signature. The Customer acknowledges having carefully read, understood and accepted these general terms and conditions of use in their entirety.

The Customer's electronic signature constitutes full and irrevocable acceptance of these stipulations, in accordance with the provisions of articles 1316 et seq. of the French Civil Code.

The opening of a Payment Account is validated by the Company when :

- The Customer has signed these GTS
- The Customer has sent the documents required for customer knowledge and received their Extranet access codes from the Company. He also undertakes to keep this information regularly updated via the Extranet associated his payment account.
- It fulfils the customer's contractual obligations as defined in this contract, both payment account holder obligations and the technical, editorial and other obligations set out in this contract.

The information legally required to open and hold a payment account is subject to change, in particular as result of new regulatory requirements. Customers are hereby informed and unreservedly accept that the list information required may be modified at any time by the Company, and that keeping this information up to date is a necessary condition for the use of the payment account. Refusal or inability by the Customer to provide the necessary information shall constitute a resolutive condition of the present contract with the Company.

A Customer may not open more than one Payment Account, unless expressly authorized in advance by the Company.

The Company may refuse to open a payment account for any reason without having to justify its decision. Such refusal shall not give rise to any claim for damages or interest.

The Agent may notify the Customer by e-mail of acceptance or rejection of the opening of the Payment Account.

4. PAYMENT ACCOUNT OPERATION

4.1 CREDIT THE PAYMENT ACCOUNT

The Customer may fund his Payment Account using the means of payment made available by the Company's Agent.

The Company applies strong authentication (3D Secure or any other technical standard in force) when crediting the Payment Account by credit card. Derogations may apply depending on the nature of the Payment Transaction, the level of risk of the Payment Transaction, the amount, the recurring nature and the means used to execute the Payment Transaction.

When transferring funds to the Payment Account, these Payment Transactions must be made payable to a bank account opened in the name of the Company. After receipt, the Company credits the corresponding funds to the Payment Account.

When a direct debit order (SEPA Core and B2B) is placed on a Payment Account, this is subject to the signature of a SEPA direct debit mandate by the Payer or Customer, which authorizes the Company to debit the Payer or Customer. If the currency of the Payer's bank account differs from that of the Beneficiary Payment Account to which the funds are to be transferred, exchange charges will be levied by the PSP. It is the responsibility of the Company's Agent and the Payer's PSP to inform the Payer of the exchange rate and charges applied prior to any acquisition of a Payment Order.

The Company may refuse or cancel the registration of the means of payment used by the Customer for security reasons. The Company sets payment limits in the interests of protecting the Customer and complying with current regulations on payment services. The Company applies single, daily, monthly and annual ceilings, as well as all forms of restrictions (in particular relating to strong Customer authentication), in order to combat fraud.

fraud. The Customer is hereby informed that any Payment likely to result in the applicable limits exceeded will be automatically rejected by the Company. The Company will automatically deduct the amount of any unpaid, rejected or blocked bankcard or payment card Transaction from the net balance of the Payment Account. If the net balance is insufficient, the Company is authorized to use all remedies against the Customer to recover the amount due. In addition, the Company shall be entitled to refuse to execute all future remittances made using the card that gave rise to the incident. The Company will also debit the Cardholder's Payment Account for rejected Payment Transactions and any other fines that may be imposed by acceptance networks.

4.2 DEADLINES FOR CREDITING FUNDS TO THE ACCOUNT

The Company will enter the funds resulting from the acquisition of a Payment Transaction by card or transfer as soon as possible and no later than the end of the Business Day on which they were received by the Company. The time taken for funds to be credited to the Account may be longer another means of payment made available by the Company is used. For security reasons, registration times may be longer in the event of suspected fraud, pending provision of additional information by the customer or any other third party concerned.

5. DEBIT A PAYMENT ACCOUNT BY BANK TRANSFER

5.1 Initiate a payment order

The Company provides a payment service enabling Customers with a Payment Account to instruct the Company to execute a transfer, provided that the Provision in the Account is greater than the total amount of the transfer (including charges). In the event of insufficient funds, the payment order will be automatically refused. The Available Provision corresponds to the net balance of the Payment Account, excluding the Blocked Provision and outstanding Transactions. The amount of the blocked Provision is determined by the Company to cover any reversals resulting from a disputed Payment Order. Such a challenge may be made a period of thirteen days.

(13) months from the date the Transaction is debited to the Account. The Payment Order may be made either to another Payment Account opened in the Company's books, or to a

bank account in the customer's name opened with an authorized third-party PSP.

The Payment Order must include the following information:

- the amount in euros or foreign currency ;
- the full name of the Beneficiary ;
- the number of its bank account with the third-party PSP.

The Customer acknowledges that if the currency of the Payment Account differs from that of the Beneficiary's account to which the funds are to be transferred, exchange charges will be levied by the Beneficiary's PSP. It is the responsibility of the Company's Agent and the Beneficiary's PSP to inform the Beneficiary of the exchange rate, charges and execution time prior to the acquisition of any transfer order. This information must be passed on to the Paying Customer by the Partner. The Company cannot be held responsible if the bank details transmitted for transfer requests are incorrect or not up to date.

5.2 Irrevocability of a payment order

A Payment Order validly given by a Customer is irrevocable for the Customer. The Customer may therefore not request its cancellation. The Company may, however, block any Payment Order in the event of suspected fraud or violation of applicable anti-money laundering and combating the financing of terrorism (AML/CFT) regulations. Payment Orders will require the prior consent of the Payer or Customer. In the absence of such consent, the Transaction or series of Payment Transactions is deemed to be unauthorized. Consent may be withdrawn by the Payer as long the Payment Order has not become irrevocable in accordance with the provisions of article L. 133-8 of the French Monetary and Financial Code. When the Payment Transaction is initiated by the Payee or by the Payer who gives a Payment through the Payee, the Payer may not revoke the Payment Order after transmitting the Payment Order to the Payee or giving his consent to the execution of the Payment Transaction to the Payee.

Consent to the execution of a series of Payment Transactions may also be withdrawn, with the effect that any subsequent Transactions are deemed to be unauthorized.

5.3 Applicable ceilings and limits

Any payment transaction that likely to exceed the caps applicable to the amount of accumulated monthly payments will be automatically rejected by the Company. Other ceilings or Order blocks may be activated at any time by the Company in the event of a risk of fraud. The Company reserves the right to reverse a Payment Transaction, if the bank card or payment card funds transfer transaction used to credit the Payment Account in order to carry out this transaction is rejected or cancelled by the card-issuing PSP.

5.4 Turnaround times

The maximum execution times for Payment Services, in accordance with the Order of July 29, 2009, implementing article L. 133-13 of the French Monetary and Financial Code, are as follows:

- a Payment Transaction initiated on a Business Day will be executed by the Company no later than the following Business Day if it is made in euros to a credit institution located in a member state of the European Union;
- a Payment Transaction initiated on a Business Day will be executed by the Company no later than the end of that Business Day if it is made in euros to another Payment Account.

5.5 Suspension of service

The Customer, aware of his responsibility to keep the Company informed of his situation and to notify it without delay of any updates to the declarative information concerning him, acknowledges the Company's right to carry out periodic checks, in particular to verify the consistency of the declared data or to monitor the compliance of the transactions concerned by the Payment Service and carried out on the Customer's site with regard to the type of traffic, the content and services offered, the processing of the Customer's personal data, etc. This list is not exhaustive. This list is not exhaustive.

Should one of these checks reveal inconsistencies or inaccurate or incomplete data, or in the event of a breach of the contractual obligations arising from the present agreement, the Company may request any clarification from the Customer, who must provide answers and supporting documents without delay. In the event of failure to provide answers, or if the answers do not enable the questions asked by the Company to be answered, the Company may freeze the account and/or suspend withdrawals for the time required to carry out checks or obtain additional documentation.

The Company unilaterally suspend all of its services, in particular those associated with the Customer's payment account, or certain functions in particular, including the function for withdrawing available funds, in the event of an emergency or in the event of serious or repeated breaches by the Customer of the obligations arising from the present contract, until such time as the Company has ascertained that the Customer has remedied the situation.

Reactivation of the account, provided that the Customer has complied with these GCS, will be at the discretion of the Company and following an audit of account, which may require new requests for information or additional documents.

For the duration of the blocking period, the customer will be charged the fees set out in article 5.2 for the auditing and monitoring of the account by the Company.

5.6 Payment account freeze

As part of the filtering system put in place by the Company (notably based on lists of international sanctions and politically exposed persons), a Payment Account may be frozen immediately in the event of a risk of fraud, money laundering or terrorist financing, or a risk that could affect the security of the Payment Account. This decision is communicated by the Company to Agent via its management tool, and the latter notifies the customer by any means, within the limits authorized by the applicable regulations.

The payment account freeze may or may not be lifted after in-depth risk analysis by the Company's LCB-FT teams, and the frozen funds will be processed in accordance with the measures defined by the French Treasury.

6. CUSTOMER OBLIGATIONS

From the moment the Payment Account is opened, the Customer is responsible for complying with any legal obligations that may arise in his or her country of residence. In particular, each Customer holding a Payment Account undertakes to declare to the competent authorities, in particular the tax authorities, in accordance with the procedures and legislation applicable to him/her, the sums he/she holds in his/her Payment Account and the income he/she has received therefrom. The Company may not be held liable in the event that the Customer fails to declare the obligations applicable to him in this respect.

6.1 Obligations relating to the Customer's content or services

On regulatory compliance

The Customer undertakes to comply with and keep abreast of all current regulations applicable to the use, communication and distribution of an Internet site, as well as the rules laid down by regulatory bodies for each payment solution associated with a given country.

In this respect, the Customer guarantees that it has all the necessary authorizations to distribute the data, in whatever form or nature, present on its site.

By using the Company's Services, the Customer undertakes to comply with the ethical rules in force, in particular in the professions associated with the Customer's activity and/or in relation to the means of payment used. These ethical rules form an integral part of these GTS. Violation of these rules may result in immediate suspension and/or closure of the Customer's account, in accordance with the provisions of the present contract.

Certain payment solutions may have restrictions use depending on the country in which they are used. The customer agrees to comply with these restrictions.

7.2 Respecting the rights of third parties

The Customer undertakes to respect the rights of others, in particular :

- personal rights (such as the right to an image, the right to privacy)
- intellectual property rights, notably trademark rights, copyright (covering software, sounds, images, photographs, texts, animated images, films, etc.), related rights (performers, producers of phonograms and videograms, etc.) and the *sui generis* rights of database producers.
- in general, the rights of people and property.

The Customer undertakes not to engage in any statements or actions whatsoever that may damage the image and reputation of the Company or its Services.

Any breach of these obligations may result in the application of the stipulations of the present contract.

6.2 Obligations relating to transactions recorded on the Payment Account

The Company may suspend all or part of its Services if it observes or is made aware of the occurrence abnormal or illegal transactions on the Payment Account.

Operations that are problematic in terms of :

- the ethical rules and conditions of use of the various payment acquirers, banks and financial institutions, telecom operators or other billing service providers, networks issuing means of payment networks (VISA VISA, MASTERCARD, GIE CB, AMEX, etc.).
- traffic typology: an excessive number of transactions, traffic originating from stolen means of payment, or any payment transaction(s) triggered by the action of malware will be considered as characteristic of abnormal traffic. This list is not exhaustive.
- payment and collection rules of the various banking organizations, third-party billing operators, and operators routing traffic and transactions.
- suspicion of non-payment linked to abnormal transactions.

7. CONTRACT DURATION AND TERMINATION

7.1 The present contract comes into force on acceptance of the present contract by the Customer for an indefinite period.

The Customer may terminate the present contract by right, which will entail closure of his Payment Account, by any means, subject to one (1) month's notice. The Customer must maintain sufficient funds to ensure the successful completion of current payment transactions for the time required to settle them and to pay any charges due.

The Company may terminate the present contract by operation of law, which will result in the closure of the account.

payment by registered letter with acknowledgement of receipt, giving two (2) months' notice.

In the event of a change in the applicable regulations and their interpretation by the relevant regulatory authority affecting the ability of the Company or its agents to execute payment transactions, the present contract will be automatically terminated.

The Customer will no longer be able to send Payment Orders from the effective date of termination. The Account may be maintained for a period of thirteen (13) months to cover any subsequent disputes and claims. Payment transactions initiated prior to the effective date of termination will not be affected by the termination request and must be carried out in accordance with the terms of the present contract.

Termination of the present contract entails the definitive closure of the Payment Account. The closure of a Payment Account shall not give rise to any compensation whatsoever for any damage caused by the closure of the Payment Account. The Customer whose Account has been closed by the Company is not authorized to open another Payment Account, except with the express agreement of the Company. Any Payment Account opened in breach of this provision may be closed immediately by the Company, without prior notice.

The Provision on the Payment Account to be closed will entitle the Customer to a transfer from this account in accordance with his/her instructions, subject to (i) current Payment Transactions and any future unpaid amounts, bank rejections or oppositions, and (ii) measures applicable to the freezing of assets as defined by French Treasury. If a successor is appointed by the Company, the Customer may be asked to close the Payment Account and transfer the Provision to a new account opened with the institution appointed as successor.

The Company reserves the right to seek legal redress for any loss it may have suffered as a result of the breach of the Framework Agreement. Closure of the Payment Account may give rise to charges within the limits of article L. 314-13 of the French Monetary and Financial Code.

8. TECHNICAL PERFORMANCE, AVAILABILITY AND FORCE MAJEURE

The Company strives to ensure the best possible quality of its Payment Services with the highest possible rate of availability, excluding maintenance periods, and will make every effort to give the Customer prior notice of maintenance operations likely to temporarily interrupt the Service. At the same time, the Customer is informed that the Company's Service requires maintenance operations and the availability of partner telecommunications service providers.

Consequently, the Customer is hereby informed and accepts that the Company cannot guarantee the perfect operation of Services which are, by their very nature, beyond its control and may generate, in particular, possible failures of means acquirers, telecom, UMTS, 3G or 4G networks of telecom or Internet operators and/or Internet access, preventing all or part of the Customers from using the Company's Service.

Neither Party shall be held liable if performance of the present contract is delayed or prevented due to force majeure or an act of God. The prevented Party will do everything in its power to limit the duration and effects of the act of God, force majeure or external cause.

In the event of force majeure, the obligations of the present contract may be suspended immediately. If the force majeure lasts for more than one (1) month, the stipulations of the present contract relating to the management of the payment account may be terminated ipso jure in respect of technical services other than Payment Services, on simple notification by the defaulting party. Such termination due to force majeure of the technical, telecom and IT elements of the present agreement shall not give rise to the payment of any compensation whatsoever by the Company.

By express stipulation, the Parties acknowledge the Company's right to have recognized as cases force majeure or fortuitous events, in addition to those recognized by the case law of French courts and tribunals, total or partial strikes inside or outside the company, major bad weather recognized as calamities, epidemics and pandemics, wars, terrorist attacks, general and lasting suspensions and interruptions of means of transport or supply for any reason whatsoever, earthquakes, fire, storms, floods, water damage, emergency measures and governmental or public restrictions.

legal provisions, modifications or changes in the interpretation of legislation or regulations relating to forms of marketing or applicable to Payment Services, breakdowns and blockages of telecommunications networks, and any other event beyond the control of the parties which prevents the normal performance of this agreement in an unforeseeable and insurmountable manner.

9. INTELLECTUAL PROPERTY RIGHTS

The Company's Payment Services are a set of technical and payment acquisition solutions published by the Company, which holds all proprietary rights to the software components making up the Company's Payment Service and to any other software components that may be developed in the future. Customers have only a personal, non-transferable right of use, limited to the duration of the present contract, of the Company's services and the software elements used for its use.

The Company's software is the full and complete property of BD Multimedia. They form part of its trade secrets and confidential information, regardless of whether or not the components are protected by intellectual property rights under current legislation.

The Company's software and, where applicable, its documentation, are recognized by the Customer as intellectual works, which the Customer and its employees undertake to treat as such, and to refrain from copying, reproducing, translating into any other language or language, distributing free of charge or for a consideration, or adding to them any object that does not comply with their specifications, or adapting all or part of the Company's intellectual and material elements and accessories, whatever the current or future medium.

The "BD Multimédia" trademark is the property Société BD Multimédia. The client undertakes not to remove the mention of the "BD Multimedia" trademark from any element supplied or made available by Société BD Multimédia, such as software, documents or advertising banners.

10. LIMITATION OF LIABILITY

The Company performs the technical service described in this article on a best-efforts basis.

The Company takes no part in the commercial relations entered into between the Customers and the Agent, on which the Company's Payment Services are installed.

The Company may not therefore be held liable to Customers or to any third party to this contract for any interruptions to the Company's Payment Service, including difficulties or interruptions in the Customer's access to his or her payment account, or difficulties or impossibilities in consulting paid services or content or in purchasing the Customer's products, where such malfunctions are caused by malfunctions in the global Internet network, service interruptions by payment acquirers, banks and financial institutions, telecom operators or other billing or IT service providers, problems inherent to its service providers, and in particular its hosts, or caused by maintenance or service modification operations by the Company, as well as any other cause beyond the Company's control.

The Customer acknowledges the Company's right to limit the availability of certain payment solutions, for any technical reason at its own discretion and for which it shall not be required to give reasons.

Consequently, the Company shall in no be held liable for content supplied or not supplied, for products and/or services delivered or not delivered, for any reason whatsoever by the Customer, as the services are never provided by the Company. Likewise, under these conditions, the Company shall in no be held liable for any direct or indirect damage suffered by Customers, which may have their source in the said commercial relations between Customers and the Agent.

The Customer expressly acknowledges that he/she is aware of this situation and waives in advance any proceedings or claims, whether contentious or public, against the Company arising from the Company's involvement in a dispute arising the direct exchange between the Customer and the Agent. The Customer formally acknowledges and accepts that the Company cannot be held liable, directly or indirectly, for any reason whatsoever and for any cause whatsoever, for damages related to :

- interruption of the Company's service due to any misconduct on the part of the Customer;
- any incident (or interruption of the Company's service) caused by a bad

operation and/or inadequacy of the Customer's equipment, hardware and/or software and infrastructure, whatever the cause;

- an event of Force Majeure as defined in the stipulations of the present contract; ;
- the use of content or services prohibited by the stipulations of the present contract;
- intrusion by a third party into the Customer's computer system;
- any commercial prejudice, loss of clientele, loss of orders, commercial disturbance, loss of profit, loss of image, brand or action directed against the Customer by anyone as a result of the Customer's content or services;
- Internet network failure and/or failure of telecommunication service providers and operators and/or payment service providers.
- default by payment acquirers or any remitting or invoicing organization.
- indirect or similar damage caused to the Customer by its use of the Company's solution.

Should the Company nevertheless be sued by a third party for any reason whatsoever as a result of information, services, products or content sold, delivered or disseminated by the Customer using the Company's Payment Service, the Customer undertakes to defend indemnify the Company, at its first request, for any legal or expert fees incurred for any reason whatsoever, for any condemnation and for any damages for which it may be liable as a result of any action, complaint, proceeding, request, expert opinion or other action brought by a third party against the Company.

The Customer further undertakes to inform the Company as soon as possible, by registered letter with acknowledgement of receipt, of any complaints, legal actions, infringements or claims concerning the content, goods and/or services it offers for consideration via the Company's payment platform.

The Customer is solely liable for any material or immaterial damage caused to the Company as a result of the improper or inappropriate use of the Company's Payment Services.

The Company shall in no way be held liable for any unauthorized use of the Customer's password. The Customer undertakes to inform the Company immediately of any unauthorized use of his or her password and/or of any other unauthorized use.

payment account or any unauthorized use of the Company's APIs on behalf of the Customer.

The Company declines all responsibility in the event that the Customer fails to declare the sums he has received from the marketing of his products, content or services via the Company's Payment Services.

The Company shall not be held liable for any failure by the Customer to comply regulations relating to personal data in the context of its activities.

11. PRIVACY

The Customer undertakes to respect the strictest confidentiality with regard to all technical, commercial or any other information of which he may become aware in the course of carrying out the Payment Service.

This obligation of confidentiality shall remain in force for the duration of the subscription to the Payment Service and for five (5) years following the date of termination of the present contract. This obligation of confidentiality does not apply to information which is or becomes publicly available through no fault of the Customer. The Parties acknowledge that payment transactions are covered by professional secrecy pursuant to article L. 522-19 of the French Monetary and Financial Code.

12. PROTECTION OF DATA PERSONAL DATA

The Company undertakes to comply with the provisions of European Regulation (EU) No. 2016/679 of April 27, 2016 on the protection of personal data. The Customer is informed that the personal data collected by the Company, at the time of entering into a business relationship and throughout the duration of the business relationship:

- are used by the Company to meet its legal and regulatory obligations, in particular its obligations to combat fraud, money laundering and the financing of terrorism, tax evasion, the accounting monitoring payment service operations, risk management and monitoring, in particular through controls, the management of deceased or inactive account holders, customer knowledge and authentication, the control of documents, etc;
- are necessary for the execution of the general terms and conditions the payment service framework contract,

including customer communication, payment data management, customer limit management, claims and customer incident management, and customer notifications;

- are necessary for the pursuit of the Company's legitimate interests, in particular to assist customers in registering for the payment service, to manage unpaid invoices, to manage risk, to carry statistical studies, to canvass and target customers for the Company's services, and for sales promotion, in order to enable the Company improve the quality of its services and customer satisfaction.

Authorization tools are used for payments and payment service applications. On the basis of these tools, the Company may decide to accept or refuse a payment and/or a request from a Customer. These tools are based on information provided by the Customer, payment statistics or predefined settings by the Company. The use of these tools contributes to the Company's overall risk management policy. If the Customer were to withdraw his consent to such processing, the Company would no longer be able to provide the services, and the related contract would consequently be terminated in accordance with the provisions of the present contract.

The Company is responsible for storing, accessing and processing this data. The customer expressly authorizes the Company to exchange the personal data required for the service with its service providers or partners for the management of customer relations. In this context, the customer's personal data may be transferred to a European Union or non-European Union country for various operations related to internal management requirements, excluding payment service operations. Transfers of customer personal data to countries outside the European Union are only made to countries which have been the subject of an adequacy decision by the European Commission. More specifically, transfers of personal data relating to payment services are carried out compliance with the various regulations and standards applicable to them.

Customers are also informed that their personal data will be kept by the Company for at least the legal retention and/or prescription periods, and for the entire duration of the contractual relationship. Once the customer account has been closed, all personal data will be deleted.

are kept in compliance with the legal statute of limitations.

Data that has not been deleted may be made available to the customer upon written request. The Company and its service providers declare that they are bound by professional secrecy with regard to personal data concerning the customer. However, such secrecy may be lifted at the customer's request or in accordance with the law, in particular at the request of administrative or judicial authorities, the police or any body duly empowered to obtain communication and having a right of communication enabling them to demand that the Company lift the secrecy in their regard. The Customer may at any time, after the expiry of the retention periods, request the deletion of his personal data in accordance with the present terms and conditions.

Customers may at any time exercise their right of access, right of rectification, right of opposition, right to be forgotten, right to data limitation, right to portability in respect of their personal data under the conditions and within the limits set out Articles 15 to 20 of the EU Regulation 2016/679 on the protection of personal data.

Customers may exercise their rights by sending a written request, providing proof of identity, to BD MULTIMEDIA's Délégué à la Protection des Données - DPO at 16, Cité Joly 75011 PARIS or by email to e-mail address dpo@bdmultimedia.fr following e-mail address dpo@bdmultimedia.fr. Within the framework of the right of access, the customer may request from the Company, in writing by post or electronically, and free of charge, a copy of the personal data concerning him/her to which he/she does not have access from his/her customer area. In the event of a request for an additional copy or several additional copies, the Company may require payment of a fee not exceeding the cost reproduction in accordance with regulations.

As part of his right of rectification, the customer may modify certain information directly in his customer area. For any personal data that cannot be modified in this way, the customer may submit a written request to the company upon presentation of supporting documents.

As part of his right of opposition, the Customer may ask to object, free of charge, to his personal data being used for commercial prospecting or statistical purposes by the Company (outside the performance of the services provided by the Company or outside a legal or regulatory obligation).

the regulatory requirements), in his or her customer area. Should the Company fail to respond within the regulatory timeframe, the customer may lodge a complaint with the CNIL.

As part of his right to portability, the Customer may ask the Company to transmit personal data concerning him, or request that the Company send such personal data directly to another data controller, in which case the Customer must provide the Company with the recipient's contact details and the secure transmission method selected by the recipient. To exercise his right access to data collected in the context of the fight against money laundering and terrorism, the customer must contact the CNIL directly.

13. MISCELLANEOUS

If one or more stipulations of the present terms of use are held to be or declared as such in application of a law, regulation or following a final decision by a competent court, the other stipulations will retain all their force and scope.

The Parties then agree to replace the clause declared null and void with a clause that is as close as possible in content to the initially agreed, so as to maintain the economic equilibrium of the contract.

The fact that one of the Parties does not avail itself of a breach by the other Party of any of its obligations hereunder shall not be construed as a waiver of such obligation for the future.

In the event of any difficulty of interpretation between any of the headings and any of the clauses of the general terms and conditions, the headings shall be disregarded.

This contract constitutes the entire and sole agreement between the Parties. It replaces and cancels all previous agreements.

The Parties agree that the Company may, at any time, modify its services and/or the terms of the present contract, taking into account, in particular, technical and factual changes in regulations and technologies.

Any proposed modification to the Framework Agreement is communicated to the Customer on paper or on another durable medium no later than two (2) months before the date of the amendment.

before the proposed effective .

In the absence of a written objection by registered letter with acknowledgement of receipt sent to the Company by the Customer before the expiry of this two (2) month period, leading to immediate termination of the present contract, the Customer is deemed to have accepted these modifications. This request does not affect all debits (fees, contributions, payments) for which the Customer remains liable.

14. PRICE LIST

Individual customers are subject to the thresholds indicated in the Tariffs and Thresholds appendices.

15. WHEN DO BD MULTIMEDIA'S INDIVIDUAL GGU CEASE TO APPLY?

15.1 At the initiative of the individual customer

Withdrawal

The Individual Customer may exercise his right withdrawal within 14 (fourteen) calendar days of subscribing to the Service, in accordance with Article L.222-7 of the French Consumer Code, using the form attached to the last page of these Individual GCU, sent by post or e-mail to the address indicated in Article 19 of these General Terms and Conditions. The Individual Customer must withdraw using the form attached to the last page of these Individual GCU.

Commencement of performance does not deprive the Individual Customer of the right of withdrawal. The Individual Customer shall be liable for payment of the price corresponding to the use of the product for the period between the date of commencement of performance of these GCU and the date of withdrawal, to the exclusion of any other sum.

Withdrawal form

"To the attention of BD MULTIMEDIA, 16 cite Joly 75011 PARIS - France :

I / we (*) hereby notify you (*) of my / our (*) withdrawal from the contract for the sale of the goods (*) / for the provision of the services (*) below:

Ordered from (*) :

Name of consumer(s): Address of consumer(s) :

Signature of consumer(s) (only in the case of notification of this form on paper) : Date :

(*) Delete as appropriate.

Cancellation

The Individual Client subscribes to BD Multimedia for an indefinite period. Unless otherwise stipulated by law, the Service may be terminated at any time without cause.

Individual customers may cancel their subscription to the Service at any time and ask BD Multimedia to close their customer account. In this case, the Individual Client must pay all sums due.

The Customer may request the transfer of the balance his Customer Account to a bank or payment account held within the European Union.

To this end, the Individual Customer should contact BD Multimedia Support by e-mail at merchant-support@payment.net. An e-mail confirming the cancellation will be sent within five working days of receipt of the cancellation request.

Death of the Individual Customer

The Client Account operates under the sole signature of its holder or that of any proxies designated by power of attorney. The death of the Individual Client shall terminate his or her membership in the Service, and any power of attorney on the Client Account shall become null and void, as soon as BD Multimedia is notified of the death via Client Support. Unless otherwise agreed by the beneficiaries or the notary in charge of the estate, any transactions carried out from the deceased's Client Account after the death shall be deemed to have been unauthorized. The Client Account shall be kept open for the time required to settle the estate, and BD Multimedia shall transfer the balance of the Client Account with the express written consent of the heirs or the notary in charge of the estate.

If, within three years of the death of the Individual Customer, the beneficiaries have not made themselves known and/or have not asserted their rights, the balance of the deceased Individual Customer's account is paid to the Caisse des dépôts et consignations.

15.2 On the initiative of BD Multimedia

Cancellation

BD Multimedia may terminate the Individual Client's access to the Service, at no cost to the Client, by simple notification by e-mail, after expiry of a two-month notice period. In accordance with the law, BD Multimedia is not required to give reasons for its decision to terminate. During the notice period, the individual customer must make the necessary arrangements for the settlement of current transactions.

However, BD Multimedia is exempt from the two-month notice period and may immediately close the Client Account for one of the following reasons:

- In the event of seriously reprehensible behavior on the part of the individual customer (particularly in the event of physical or verbal violence, threats or insults directed at a BD Multimedia employee) or,
- If the Individual Customer refuses or fails to provide additional information on the origin of the funds credited to his Customer Account and the economic justification for his payment transactions or,
- In the event of supplying false, inaccurate, expired, forged or stolen documents or,
- In the event of abnormal operation of the Customer Account or,
- In the event of non-compliance with any of the obligations imposed on the Individual Customer by the present Individual Customer GCU.

Furthermore, in the event of the detection an anomaly, an inconsistency or a report likely to be related to fraud, BD Multimedia has the possibility of registering a person on a list of persons presenting a risk of fraud. Depending on the type of fraud suspected, BD Multimedia may contact the individual client likely to be on this list to provide additional information. At the end of the investigations, written and individual information will be sent to the Client, specifying the measures taken by BD Multimedia; the Client will then be given the opportunity present its observations, without prejudice to the applicable legal provisions.

Effect of termination

Upon termination and after settlement of all outstanding transactions, BD Multimedia shall close the Client Account and transfer an amount corresponding to the available balance on the Payment Account, less any fees related to BD Multimedia's Service, to the Individual Client's Bank Account, the details of which have been previously communicated to BD Multimedia Support or recorded in the application. The account is deactivated upon closure.

The closure of a Customer Account is irrevocable and prevents the Individual Customer from opening another Customer Account for a period of one year, or permanently in the event of breach of these terms and conditions, suspected fraud and/or a legally reprehensible act.

16. WHAT ARE THE RULES OF USE?

The Service is exclusively reserved for personal use. Any person wishing to use our services for professional purposes, in the context of a habitual activity of purchase for resale with the aim of making a profit, of craft activities or of associative activities, will not be able to use this service.

- He/she is at least 18 years old;
- That he or she is not under any legal or judicial prohibition or incapacity ;
- That he is acting on his own behalf and in his own interest;
- Whether you live in France, the European Economic Area or the French overseas departments and territories (DROM COM);

It is the responsibility of the Individual Client to notify BD Multimedia in writing of any change its status as a user of the Service (telephone number, address, email, change in professional activity, etc.). In the absence of notification of any change of situation, BD Multimedia shall in no event be liable for any prejudicial consequences for the Individual Client, such as the blocking of the Client Account.

The assignment or transfer of a Customer Account to a third party is strictly prohibited.

Furthermore, the Service may not be used by the Individual Customer for the purchase of goods or services relating to activities that are illegal or contrary to public order or morality, including in particular :

- that is directly or indirectly threatening, abusive, defamatory, discriminatory, racist, xenophobic, homophobic or injurious to the honour or reputation of others;
- Degrading or degrading to human dignity;
- Inciting the commission of an offence, misdemeanour, crime or act of terrorism or glorifying war crimes or crimes against humanity;
- Offering or proposing online gambling and betting services not authorized by the regulations (including, where applicable, instant win services) or gambling services, prohibited by the regulations, which would be based on the requirement of a financial sacrifice by the player and could lead to the belief in the expectation of a gain of any kind whatsoever;
- Enabling third parties to obtain illicit substances or products directly or indirectly;
- Subject to a specific legal regime and exercised in violation of this regime (e.g.: tourist agents, medical professions, legal professions, etc.),
- Related to the acquisition, use or transfer of crypto-currencies.

BD Multimedia also reserves the right refuse certain activities at its own discretion, in view of their controversial nature and/or the large number of cases of fraud to which they are subject. This list is not exhaustive:

- Fee-based appointments ;
- Pornography;
- Erotic products and services;
- The sale of cannabidiol (CBD) or products containing it ;

- Spiritism or alternative medicine activities: (hypnotist, medium, cartomancer, energy specialist, magnetizer, shaman, ...) ;
- The sale electronic cigarettes and tobacco or related products,
- Loans between individuals, including tontines.

In the event use of the Service for the purchase products or services arising from such activities, the Individual Client's Client Account shall be closed (see When do the BD Multimedia Individual Client GCU cease to apply?). In addition, the Individual Customer shall be liable a penalty (see Appendix Tariffs) for non-compliance with the present terms and conditions, which shall be deducted directly from the BD Multimedia Payment Accounts before the Customer Account is closed. Furthermore, BD Multimedia Payment Accounts are not intended to serve as a channel for cash flow between different accounts or means of payment. Back and forth transactions, in particular between a deferred debit account and an immediate debit account, constitute misuse of BD Multimedia. In the event of repeated recourse to this type of transaction, BD Multimedia reserves the right to close the Individual Client's BD Multimedia Client Account and/or to levy a penalty (see Appendix Tariffs) for non-compliance with these terms and conditions, which shall be deducted directly from the Individual Client's BD Multimedia Payment Accounts before Client Account is closed.

17. HOW TO TRACK TRANSACTIONS MADE VIA THE BD MULTIMEDIA CUSTOMER ACCOUNT?

Individual customers can track transactions relating to their Customer Account directly from the application.

The Individual Customer is invited to check the information contained therein in order to assert his rights as quickly as possible if necessary (cf.

What to do in the event unauthorized or incorrectly executed operations).

18. WHAT RECOURSE IS AVAILABLE IN THE EVENT OF A DISPUTE?

18.1 Dispute between a User and a third party to BD Multimedia

BD Multimedia is not involved in any dispute, even relating to the Service, between a client and a third party. Burden of proof

Proof of the transactions carried out on the Payment Accounts by the Individual Client shall be the responsibility of BD Multimedia and shall result from the latter's accounting entries, unless proof to the contrary is provided by any means by the Individual Client, who shall be responsible for keeping proof of the transactions (account statements).

18.2 Applicable law

The law applicable to these GCU for Individuals is French law. Only the French version of the present Terms and Conditions shall be deemed authentic. BD Multimedia and the Individual Client agree to use French in their relations.

18.3 Amicable settlement of disputes

Failing amicable settlement, the French courts shall have jurisdiction.

This contract is governed by French law.

Unless otherwise stipulated, any dispute relating to its performance, interpretation or validity shall be brought before the competent courts and tribunals, failing which Paris.

Date :

Signature :