

## **Terms and Conditions of Sale and Use applicable to the Mastercard® TONEO FIRST prepaid card ("TONEO FIRST Card")**

Please read this Agreement carefully before activating your Card. This information sets out the terms and conditions applicable to your TONEO FIRST Card. If you do not understand or agree with any of the terms and conditions, please contact Customer Services using the contact details provided in paragraph 20 of this Agreement.

### **1. DEFINITIONS**

**Authorised Data Aggregator** – A financial institution (third party) authorised by its regulator to provide you with a data aggregation service, subject to your explicit consent and on the basis of a separate agreement signed with that institution.

**Bank Card** – A Bank Card is a card issued by a credit institution, usually containing an electronic chip and a magnetic strip, which can be used to make withdrawals from cash machines and/or withdrawals and payments at merchants.

**Card** – The ToneoFirst Card issued under the contract.

**Confidential code (or PIN code)** – refers to the four-digit personal identification number used to operate the Card.

**Merchant** – refers to a retailer or any other person, business or company accepting cards that displays the Mastercard acceptance logo.

**Account** – refers to the electronic account associated with your Card.

**Contract** – refers to the Cardholder's contract, which may be amended subject to the submission of supporting documents to TONEO FIRST.

**CVC** – the Card Verification Code (or Cryptogram) is used to secure certain transactions. This 3-digit code is indicated 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.

**The electronic money issuer** – refers to the regulated financial institution Syspay Limited, registered in Malta under number C 51532 and whose offices are located at 3B, Wied Ghomor Street, St Julians STJ2041, Malta.

**"Freedom" package** – pricing package without a monthly subscription (as detailed in Article 11).

**"Zen" package** – pricing package with a monthly subscription, with reduced per-transaction fees (as detailed in Article 11).

**Programme Manager** – PAYCOM, a subsidiary of the BD Multimedia Group, registered in France under number 809 837 156 00011, with its registered office at 16 Cité Joly 75011, Paris, France, acting on our behalf for the distribution of the Card in France and for customer relations.

**Business Days** – means days from Monday to Friday, but not including public holidays and days on which financial institutions in France or Malta are closed.

**Mastercard acceptance logo** – refers to the Mastercard International Incorporated logo indicating that the Card is accepted.

**Mastercard** – refers to Mastercard International Incorporated, whose registered office is located at 2000 Purchase Street, Purchase, New York, 10577, United States.

**Data aggregation service** – An online service that allows you to consolidate information from your accounts held with several financial institutions, such as credit institutions.

**DISCOVERY Status** – a reloadable Card with spending limits and limits as set out in paragraph 3.7(a), with no documents to be provided.

**FULL status** – a reloadable Card with higher spending limits and limits as set out in paragraph 3.7(b), with documentation to be provided.

**Electronic money** – refers to the electronic amount associated with your Card.

**Total deductible amount** – refers to the total amount of the transaction, which includes the transaction itself, fees, costs and taxes related to it.

**We, ourselves or our** – refers to Syspay Limited, a company registered in Malta under number C 51532 and whose offices are located 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 Programme Manager.

**Pack** – refers to the tamper-proof packaging containing an unactivated and unloaded Card, these terms and conditions, and the PIN for that Card.

**PPS** – Prepay Technologies Limited, a company registered in England and Wales with number 04008083.

**Toneo® Top-up** – refers to a dematerialised prepaid voucher issued by the Programme Manager that you can purchase in order to top up your Card from the website or mobile application.

**Regulator** – the regulatory body, Malta Financial Services Authority (“MFSA”) in Malta or any other European financial services regulator and/or supervisor.

**Customer Service** – refers to the call centre that handles any questions you may have about your Card. Customer Service contact details are provided in paragraph 20.

**Website** – refers to the website [www.toneofirst.com](http://www.toneofirst.com), where you can register to view your Account online and check your Available Balance and Transaction History. You can also register your Card, update your contact details, change your password, and report your Card lost or stolen. You will need an internet connection to access the website.

**Available Balance** – refers to the funds available on your Card that can be used.

**Transaction** – refers to a retail sale, cash advance, cash withdrawal or withdrawal made at an ATM using your Card.

**Cardholder** – refers to you as the individual entering into this agreement with us.

**You, your** – the Cardholder.

**Mobile Application** – a programme developed in HTML, which can be downloaded free of charge or for a fee, and which can be accessed and run on a mobile-compatible operating system (smartphone or tablet).

## 2. SCOPE OF APPLICATION OF THIS AGREEMENT

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

2.2. The card is an electronic money product and the associated electronic money is provided by Syspay and will be denominated in euros. We are regulated and supervised by the Malta Financial Services Authority for the issuance of electronic money. Your card has been issued by PPS in accordance with the licence of Mastercard International Incorporated. Mastercard is a registered trademark of Mastercard International Incorporated. Your rights and obligations relating 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 subsidiaries. If you encounter any difficulties in using the card, you should contact customer service. The card remains the property of PPS.

2.3 These Terms and Conditions of Sale and Use are written and available in French only. We undertake to communicate with you in French in relation to any questions concerning your Card or your Account.

2.4 You agree that we may communicate with you by email to send notifications or information about your account or card. It is therefore important that you ensure your email address is up to date via your account management on the Website, the Mobile Application or by contacting Customer Service.

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

2.6 If an authorised Data Aggregator requests access to your account to provide you with Data Aggregation Services using your account credentials, we will assume that you have given your consent to do so. Please note that we are required to provide access to your account if an authorised Data Aggregator requests it, and we can only refuse access in certain circumstances.

2.7 If we refuse to grant access to your account to an Authorised Data Aggregator, we will notify you immediately after refusing to do so and explain the reason, unless doing so would be contrary to 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 Authorised Data Aggregator on your account, simply refuse to give your consent or share your account credentials with that Authorised Data Aggregator.

### **3. PURCHASING AND ACTIVATING YOUR CARD**

3.1 When you order a card online or via the ToneoFirst mobile app, it is sent directly to your home address without you having to make any prepayment or advance payment for the card or its delivery. You therefore agree that the cost of the card and all shipping costs will be automatically debited when the card is activated, i.e. when it is first loaded. If the amount loaded is insufficient to cover all of the aforementioned costs, we reserve the right to repeat the debit operation until the full cost of the card and associated fees have been debited.

3.2 To activate a card with FULL status, proof of identity will be required and you may be required to send copies and/or the original of documents relating to your personal information. For full details of the documents we require to activate your card and how you should submit these documents, please refer to the information provided on the Website or Mobile App.

3.3 When you receive your card, you must sign it immediately and keep the 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:

- online via the website or the Mobile Application – by entering your personal identification information on the website or the Mobile Application. Your Card will be activated in Discovery Mode if you purchased your card at a physical point of sale and have not previously verified your identity directly in the mobile app (by scanning a valid ID and taking a video selfie). If you wish to upgrade to FULL Status, you may be asked to provide additional documents for due diligence and anti-money laundering purposes, as required and on a case-by-case basis.
- By calling Customer Service – by providing your personal identification information to Customer Service, your card will be activated in Discovery mode. If you wish to upgrade your account to FULL Status, you may be asked to provide additional documents for due diligence and anti-money laundering purposes, as necessary and on a case-by-case basis.
- By post – by completing the form included in the pack and attaching a copy of your ID 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 the PAYCOM SARL website, 16 Cite Joly, 75011 Paris, France.

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

3.6 We will activate the card based on the information you have provided to us. You agree to provide accurate information. We may refuse to activate the card or suspend your account if the information you provide to us 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 below apply to a DISCOVERY Status card:**

1. Maximum available balance – £150,€ ;
2. €Maximum annual load – £150;
3. Maximum expenditure of £150, maximum balance of £150 for transactions – Withdrawals and transactions limited to £50 per transaction – the reference period being 12 months from the first use (expenditure is only authorised in France);
4. ATM withdrawals, card-to-card transfers and top-ups by voucher are not permitted;
5. Top-ups can be made either by bank transfer or by debit card.

**3.7 (b) The limits listed below apply to a card with FULL status:**

1. €Maximum available balance – £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, available in the mobile app under "Manage my card", for ATM withdrawals and to authorise any retail transactions in France and certain countries abroad. For more details on how to authorise transactions, please refer to paragraph 4.1.

3.9 You will be assigned a username and password to access your account. You must always ensure that your PIN, username, password, secret question and answer chosen during registration are protected and kept in a safe place. Unless required by law, we will not disclose your PIN and other confidential information to any third party.

#### **4. USE OF YOUR CARD**

4.1 You can authorise transactions debited from your card by entering your PIN if you are at a merchant's premises or by providing your CVC code when making an online or telephone transaction. If the merchant does not have a chip reader or does not authorise the PIN, the merchant may ask you to authorise the transaction by signing the receipt. Please note that you are normally unable to reverse a transaction once it has been authorised, as at that point it is considered to have been received by us. You will be liable for all transactions you authorise, regardless of the method of authorisation. We may refuse to execute a transaction if it is illegal or fraudulent and/or if you do not have sufficient available funds. If we refuse to execute a transaction, you can check the account to ensure that the available balance was sufficient to cover the transaction, or you can ask us why we did not execute a transaction by contacting customer service. Unless prohibited 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 may be used to make withdrawals at ATMs displaying the Mastercard acceptance logo or at participating banks to make cash withdrawals (fees will apply; see paragraph 11). You may withdraw a maximum of €300 per day, but some participating banks or ATMs may set lower limits. Please note that additional ATM fees may be charged in addition to those indicated in paragraph 11.

4.3 Your card is a prepaid card with immediate debit. This means that the available balance on the card will be reduced by the total amount of each authorised 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 date or if the Total Deductible Amount exceeds the available balance. If, for any reason, a transaction is processed that exceeds the Total Amount Deductible, you must reimburse us for the amount by which the Total Amount Deductible exceeds your available balance within 30 days of receiving the invoice we send you. 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 outstanding amounts.

4.4 You can check your available balance free of charge by visiting the Website and your Mobile Application. You can also check your available balance by calling Customer Service. You agree that the data relating to your card, top-ups and transactions recorded on the Website and Mobile Application (and shown on your account) constitute valid proof of the transactions you make.

4.5 For security reasons, merchants accepting your card are required to request authorisation from us for all transactions you make. In certain circumstances, merchants may require you to have a higher available balance than the amount of the transaction you wish to make. You will only be charged the actual and final amount of the transaction you make. Merchants request this because they may need to charge more than you initially intended to spend. For example:

4.5.1 Hotels and car rentals: as merchants may not be able to accurately predict the final amount of your bill, they are likely to request authorisation for funds in excess of your available balance.

4.5.2 Restaurants: you will need an available balance equal 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 Online merchants: Some merchant websites will send you a payment authorisation request upon registration or at the time of payment to verify that the necessary funds are available. This will temporarily impact your available balance. Please also remember that many websites will not debit your payment until the goods ordered have been shipped, so be sure to take this into account when checking your available balance to ensure that you still have sufficient funds to pay for your purchases.

4.5.4 Purchases while travelling: merchants may not be able to authorise your transaction if they cannot obtain our online authorisation. These situations include, for example, purchases on board a cruise ship or train and certain purchases made on board an aeroplane.

4.6 Your card cannot be used at automated petrol stations. To make a payment, you must present your card to the person at the cash register.

4.7 Your card cannot be used to purchase items that can be converted into cash.

4.8 Your card must not be used as proof of identity. We do not approve authorisation requests from merchants who use your card for identification purposes.

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

4.10 We may refuse to authorise any transaction that violates 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 violation of its terms of use. We may ask you to return your card at any time and for good reason in accordance with the provisions of 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.

4.11 Card payments on the Mastercard network will be automatically declined for online gambling sites.

## **5. RECHARGING YOUR CARD**

5.1 The DISCOVERY Status card is non-reloadable (reloadable only once per voucher up to £150). €€If you have an INTEGRAL Status Card, you can top up your Card(s) up to £1,000 per single top-up by bank transfer or £800 per single top-up by payment card if you have an Integral Status Card.

5.2 Unless otherwise specified, 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 you made the top-up payment. You can top up your card in the following ways:

5.2.1 Using a Toneo voucher. These vouchers can be purchased from retailers or on the website. Vouchers can only be purchased in fixed amounts of at least £7.50.

5.2.2 Except in the cases provided for in paragraph 5.3, you can top up your card online using a debit or credit card for fixed top-ups of at least €10. To use this service, you must have registered your debit or credit card with your bank for "Mastercard Secure Code" or "Verified by Visa". Fees 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 DECOUVERTE status card, you cannot top it up with a credit or debit card.

5.4 We reserve the right to suspend or terminate your right to top up 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 under applicable regulations.

## **6. CARD EXPIRY**

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

6.2 No transactions can be made once your card has expired.

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

6.4 If you request the activation of a new card under paragraph 3 within 30 days of your card expiring, you may request the transfer of your available balance to the new card by following the appropriate procedure for your new account. Our procedures may require us to carry out certain reasonably required checks before making this transfer.

## **7. REFUND 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 reimbursement request, whether that 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 card's expiry date;

7.1.3 more than 12 months after:

(i) the expiry of your card, or;

(ii) the termination of this agreement (if applicable). Please note that these fees are payable before the refund.

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

7.3 You may obtain a refund of funds subject to the provisions set out in section 7.1 provided that:

7.3.1 we do not believe you have committed fraud; and

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

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

7.5 Our procedures may require us to carry out further checks reasonably required to prevent fraudulent use of your card before we can process your refund request.

7.6 Any refund will be made on a pro rata basis of the monthly fees you would have paid in advance (if applicable).

7.7 When we receive your request in accordance with paragraph 7.2, we will refund the available balance within 30 working days. To arrange the refund, please contact Customer Services. If we discover that after processing your refund, additional withdrawals have been made or charges or costs have been incurred on your card, we will send you a detailed invoice requiring that we be reimbursed within 14 days of sending the invoice. If you have not paid us within 14 days of receiving an invoice we have sent you, we reserve the right to take all necessary measures, including legal action, to obtain payment of the outstanding amounts.

## **8. CARDHOLDER RESPONSIBILITY AND AUTHORISATIONS**

8.1 We may restrict or refuse to authorise any use of your card in any legal jurisdiction if the use of the card results or could result in a breach of this agreement or local laws, or if we have reasonable grounds to suspect that you or a third party has committed or is about to commit a crime or other abuse in connection with the card.

8.2 In such cases, any refusal to authorise a transaction will be communicated to you through 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 liable for any unauthorised transactions resulting from the use of a lost or stolen card or the misappropriation of the card if you fail to:

8.4.1 keep the card and/or the card's security features safe, or

8.4.2 notify us that 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 than an authorised Data Aggregator to use or access your account,

8.5.3 write down your password(s), PIN code or any security information relating to your account and card, unless you do so in a way that makes it impossible for anyone else to recognise this information,

8.5.4 disclose your PIN 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 manner that allows others to observe them,

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

8.5.6 enter your PIN at any ATM that appears to be inauthentic, has been tampered with, has a suspicious device attached to it, or is operating in a suspicious manner.

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

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

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

8.9 You agree to compensate us and hold us harmless, and to do the same with respect to our distributors, partners, agents, sponsors, service providers and their group companies for the costs of any legal action taken to enforce these terms and conditions and/or for any breach of these terms and conditions or any fraudulent use of your card or PIN that is attributed to you or authorised by you.

## **9. LOST, STOLEN OR DAMAGED CARDS**

9.1 You are advised to treat the electronic money on your card as cash in your wallet. If you lose your card or it is stolen, you risk losing the electronic funds on it as if you had lost your wallet.

9.2 In the event of loss, theft, fraud or any other risk of unauthorised use of your card, or if your card is damaged or malfunctions, you must notify us immediately using the form available on the website or mobile app, or by telephone or email to customer services. Following this notification, your card will be blocked and can no longer be used. You must confirm this notification by sending us a copy of the police report filed 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 amount of €70 for any loss incurred before you contact customer service or report it via the Website or Mobile Application. We may need to verify your identity before refunding the money.

9.3 Provided that you have given notification 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 notification. 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 that we have no reason to believe that the reported incident 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, you will be solely liable for all losses.

## **10. TRANSACTIONS MADE 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 into euros on the day we receive information about this foreign currency transaction. We will use a rate set by Mastercard (the "Mastercard exchange rate") which will be available every business day. Changes to the exchange rate take effect immediately. Exchange rates may fluctuate and change between the time of the transaction and the time it is debited from your available balance. For transactions made within the EEA or in an EEA currency, you can find the Mastercard exchange rate by sending an email to Customer Service. We charge a foreign exchange fee for all transactions in a foreign currency (see paragraph 11).

## **11. FEES**

11.1 Your card is subject to the following fees and restrictions. The fees are detailed in Appendix 1 and relate to all the basic services provided to you, which are basic services in relation to the normal use of your account. Our income is generated by the basic fees we charge you. Other fees are charged 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 "Freedom" package.

11.3 We will deduct any taxes or fees owed 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

11.4 Third parties may charge additional fees when you use the Card. We are not informed of these fees and we do not control the use and payment of these fees. You must therefore keep yourself informed. You are responsible for all costs related to the use of the Internet and/or telephone.

## **12. DISPUTES**

12.1 If you have reason to believe that a transaction for which your Card was used was not authorised or was recorded on your Account in error, we will, upon your request, review your Account and the circumstances of the transaction. We strongly advise you to check the Website regularly as it is updated periodically and to contact Customer Services as soon as possible and, in any event, within 13 months of the date of the transaction in question. Any delay in notification may complicate our investigation of the transaction. If you dispute a transaction, the Merchant must be able to prove that it actually took place.

12.2 We will immediately refund your Account to the Balance it would have had if the unauthorised transaction had not taken place. We will have no further obligations to you. If we subsequently find that you were not entitled to a refund, we will treat the refund as an error and will be entitled to reapply the transaction to your Account, including any interest and costs. In this case, we will charge you an administration fee of €10.

12.3 If we believe that you are not entitled to a refund (based on the information in our possession at the time you report the unauthorised transaction), we reserve the right to conduct a thorough investigation before refunding you.

**12.4** We reserve the right not to refund any sums if we believe that you have not acted in accordance with this Agreement and to report any fraudulent claims to the relevant authorities.

**12.5** If you have authorised a third party in the European Economic Area to make a payment from your Account (for example, you have given your Card details to a merchant to make a purchase), you may request a refund from us if all of the following conditions are met:

12.5.1 your authorisation does not specify the exact amount to be paid;

12.5.2 the amount charged to your Account is greater than the amount you would reasonably have expected, given the circumstances, including your past spending behaviour; and

12.5.3 you request a refund within eight (8) weeks of the date on which the payment is applied to your Account.

**12.6** We may cancel a transaction or top-up in the event of a dispute where a third party requires us to refund them or their payment service provider. In this case, the amount of the transaction or top-up will be deducted from your Available Balance. We will notify you of this cancellation or deduction. You will not be entitled to any compensation.

### **13. CHANGES**

**13.1** We may amend this Agreement, including those relating to fees and limits, by giving at least two (2) months' notice by email and/or post (provided that you have provided us with up-to-date contact details as required in paragraph 3.6). We will also ensure that the most recent version is always displayed on the Website.

**13.2** You may terminate your Card Agreement at any time during the two (2) month notice period if you do not accept the changes to the Agreement. If you do not expressly notify us during this period, you will be deemed to have accepted the changes and they will apply to you.

### **14. WITHDRAWAL**

**14.1** You may withdraw at any time as long as the Card has not been activated. If your Card has been activated but has not been used, you have a period of 14 calendar days from the date of activation (the "Withdrawal Period"). To withdraw, you must send the Card cut in half across its magnetic strip, proof of purchase of the Card and the bank details of your Payment Account managed by a payment service provider in the EEA by registered post with acknowledgement of receipt to Customer Services. This principle does not apply to replacement Cards when the cancellation period for the original Card has expired. Once your Card has been cancelled, we will refund the purchase price of the Pack and any Available Balance on your Card by bank transfer within 30 calendar days of receiving your cancellation request. If you have used your Card during the Cancellation Period, you waive your right to cancel. The amounts of transactions made before the Card cancellation request and the related fees cannot be refunded.

**14.2** You may cancel your Card at any time after the end of the Withdrawal Period by exercising your rights under paragraph 7. You will not be charged for cancelling your Card. However, a refund fee will be charged if you request a refund of the Available Balance on your Account (as detailed in Appendix 1).

**14.3** The right of withdrawal does not apply to electronic codes, which cannot be exchanged or returned.

## **15. TERMINATION OR SUSPENSION**

**15.1** We may terminate this Agreement at any time:

15.1.1 if we give you two (2) months' notice and refund your Available Balance; or

15.1.2 Immediately, if you have breached this Agreement, if we have reason to believe that you have used or attempted to use the Card in a clearly reckless, fraudulent or other unlawful manner, or if we are unable to process your transactions due to measures taken by third parties.

**15.2** We may suspend the operation of your Card at any time and without notice (until your breach is remedied or until the Agreement is terminated) if:

15.2.1 we discover that any of the information you provided to us when registering your Card was inaccurate;

15.2.2 a transaction has not been authorised due to insufficient Available Balance;

15.2.3 you have breached this Agreement, if we have reason to believe that you have used or attempted to use the Card in a clearly reckless, fraudulent or other unlawful manner, or if we are unable to process your transactions due to measures taken by third parties;

**15.3** If we cancel your Card or suspend its operation, we will notify you in advance if we are able to do so; if this is not possible, you will be notified afterwards. We may notify any person who has been involved in a transaction of the suspension.

**15.4** In the event that additional charges are incurred on your Card after you have cancelled it or after we have cancelled it, subject to this Agreement, you shall reimburse us for the amount corresponding to the withdrawal made with this Card or the charges and/or costs validly incurred before or after the cancellation. We will send you an invoice requesting that you reimburse us within 30 days. If you do not reimburse us within 30 days of receiving the invoice we send you, we reserve the right to take all necessary measures, including legal action, to obtain payment of the outstanding amounts.

## **16. OUR LIABILITY**

**16.1** Our liability under this Agreement (whether arising in contract, tort including negligence, breach of statutory duty or otherwise) is subject to the following exclusions and limitations:

16.1.1 we shall not be liable for any breach arising directly or indirectly from any cause beyond our control, including, without limitation, a lack of funds and/or failure of Distributor network services, limits on maximum withdrawals set by Distributor operators, or failure of data processing systems;

16.1.2 we shall not be liable for any loss of profits, loss of business or any indirect, consequential, special or increased loss;

16.1.3 if the Card does not work due to a failure attributable to us, our liability is limited to replacing the Card or refunding the Available Balance;

16.1.4 where sums are not correctly deducted from your Available Balance, but where you have not authorised such deductions in accordance with these terms and conditions, our liability shall be as set out in paragraph 12; and

16.1.5 in the unlikely event that amounts are deducted from your Available Balance without your authorisation in accordance with this Agreement, our liability shall be as set out in paragraph 12; and

16.1.6 in any other circumstances where your default is relevant, our liability shall be limited to the refund of the Available Balance.

**16.2** Nothing in this Agreement excludes or limits our liability for death or personal injury arising from our negligence or fraud.

**16.3** To the fullest extent permitted by law, all conditions or warranties implied by statute, legislation or otherwise are expressly excluded.

**16.4** The exclusions and limitations set out above in this paragraph 16 apply to any liability incurred by our affiliates such as MasterCard, other suppliers, contractors, agents or distributors and their respective affiliates (if any) towards you and which may be incurred in connection with this Agreement.

## **17. YOUR PERSONAL DATA**

**17.1** You may provide us and/or the Programme Manager with personal data relating to your Card. We will require certain personal data in order to provide you with the Card and the services covered by this Agreement. It is your responsibility to keep us informed of any changes to your personal details, either on the Website or by contacting Customer Services. You agree and consent to the processing of your personal data in accordance with applicable law and so that we can provide you with the services covered by this Agreement, improve our services, inform you about additional products that may be of interest to you, transfer this personal data to a third party for fraud detection purposes, or to our affiliates, agents, distributors or to the extent required by applicable law or regulation.

The categories of personal data processed are the information collected under this Agreement, the information appearing on the Card and information relating to transactions carried out using the Card.

This information will be processed automatically or otherwise in order to enable:

- the manufacture of the Card, the management of its operation and to ensure the security of payment transactions, in particular when the Card is blocked. This processing is necessary for the proper performance of this Agreement and, failing this, the Agreement cannot be performed;
- the prevention and combating of card payment fraud, which are legal obligations for us under the Monetary and Financial Code;
- the management of any legal proceedings, commercial prospecting and the organisation of commercial events and advertising campaigns, as well as the compilation of anonymous statistics that do not allow the Cardholder to be identified, in accordance with the legitimate interests of the Programme Manager;
- to comply with legal or regulatory obligations, particularly in criminal or administrative matters relating to the use of the Card.

In order to authenticate the Cardholder and/or authorise a payment transaction, we may implement an automated decision-making process based in particular on the analysis of personal data concerning the Cardholder, the context of the transaction, the available balance on the account on which the Card operates and the Card's capabilities.

The data used to manufacture the Card is kept for the period necessary to perform the Contract and then archived in accordance with the applicable legal requirements.

Data relating to payment transactions is kept for the duration of the legal accounting records (10 (ten) years).

Data necessary for any commercial prospecting and advertising campaigns is kept for a period of 3 (three) years from the end of the commercial relationship. Data necessary for the management of any legal proceedings is kept until the end of the proceedings. It is then archived in accordance with the applicable legal limitation periods.

In order to fulfil the purposes specified above, the Cardholder's personal data may be communicated to institutions authorised to provide payment services and subject to professional secrecy, to companies within the Programme Manager's Group, to organisations involved in the manufacture and operation of the Card, to subcontractors, and to the Bank of England.

**17.2** We, namely the Programme Manager and our affiliates, undertake to ensure that your personal data is kept up to date in accordance with the requirements of the applicable regulations. As a company registered and established in the United Kingdom, we process your data in accordance with the UK Data Protection Act 1998. As a company registered and established in France, the Programme Manager processes your data in accordance with Law No. 78-17 on Data Protection. We will take all reasonable steps to ensure that your personal data is protected from unauthorised access, loss, disclosure or destruction. Unless otherwise required by law or in accordance with this Agreement, your personal information will not be disclosed to any other person without your consent. We may ask you for proof of identity at any time and, in this regard, we may use the services of an identity verification agency or a credit reference agency (the names and addresses of which will be provided to you upon request) both before and after your Card is issued. The results of the search we have requested will be added to your file.

**17.3** You agree that we may use your personal data in connection with the Card and its electronic money to contact you about replacement Cards and to enable us to review, develop and improve our products and services. This may involve sharing your personal data with our service providers, affiliates, agents, distributors and suppliers, including the Programme Manager, as well as MasterCard and its affiliates for transaction processing and statistical research and analysis purposes. You agree that we may share your personal data with the Programme Manager for direct marketing purposes. If you wish to receive marketing communications from the Programme Manager, you must select "Opt-In" on the Website when you register or by contacting Customer Service. We may also securely transfer your personal data outside the EEA to enable you to use your Card when travelling. We may also disclose your personal data if required to do so by law, regulation or any competent authority or agency for the purposes of investigating fraudulent, illegal or unauthorised activity.

**17.4** You may contact us at any time to request that we cease this use or any further disclosure of this use to other companies.

**17.5** In accordance with the British Act of 1998 and the regulations in force, the Cardholder may, under the conditions set out in Chapter III of Regulation (EU) 2016/679 of 27 April 2016 and Articles 38 et seq. of Law No. 78-17 of 6 January 1978:

- request access to personal data concerning them and/or request its rectification or erasure;
- define guidelines regarding the fate of personal data concerning them after their death;
- object to the processing of personal data concerning them for the purposes of managing any legal proceedings, explaining the specific reasons justifying their request, unless we or the Programme Manager invoke legitimate and compelling reasons;

- request restrictions on the processing of personal data concerning them;
- request to receive and/or transmit to another data controller the personal data concerning them necessary for the performance of this contract in a commonly used and machine-readable format;
- Lodge a complaint with the French Data Protection Authority (CNIL).

These individuals may also, at any time and free of charge, object to their data being used for commercial prospecting purposes.

The rights provided for in this article may be exercised by the Cardholder by sending a letter by post to the following address: TONEO FIRST DPO - 16 Cité Joly - 75011 PARIS or by email to the following address: [dpo@paycom.fr](mailto:dpo@paycom.fr)

**17.6** If we discover that the information we have about you is inaccurate, we may, in order to protect both parties, be obliged to suspend your Card or cancel it until we can determine that the information is correct.

## **18. COMPLAINT HANDLING PROCEDURE**

**18.1** Complaints relating to any aspect of the service provided by us must be sent in writing to PAYCOM Customer Services at 16 Cité Joly, 75011 Paris, FRANCE; by email to [contact@toneofirst.com](mailto:contact@toneofirst.com) ; or by calling +33(0) 1 70 55 78 01, a local rate number from a landline.

**18.2** All complaints will be subject to our Complaints Handling Procedure, which can be found on our Website. We will provide you with a copy of our Complaints Handling Procedure if you request one, and if you make a complaint, a copy of our complaints procedure will automatically be sent to you.

**18.3** If we are unable to resolve your complaint, you may refer it to the Financial Ombudsman Service (Exchange Tower, London, E14 9SR, United Kingdom; telephone: +44--(0)845 080 1800).

## **19. GENERAL PROVISIONS**

**19.1** Any delay or failure on our part to exercise any right or remedy under this Agreement shall not be construed as a waiver of that right or remedy or prevent us from exercising that right at a later date.

**19.2** If any provision of this Agreement is held to be unenforceable or illegal, the remaining provisions shall remain in full force and effect.

**19.3** You may not assign or transfer any of your rights and/or benefits under this Agreement, and you are the sole party to the Agreement entered into with us. You remain liable until all Cards registered in your name are cancelled or expire and until all sums payable under this Agreement have been paid in full. We may assign our rights and benefits at any time without notice to you. We may subcontract any of our obligations under this Agreement.

**19.4** A third party who is not a party to this Agreement shall not have the right to enforce any provision of this Agreement, provided that MasterCard and its affiliates may enforce any provision of this Agreement that confers a benefit or right upon them; any person referred to in paragraph 16.4 may enforce paragraph 16.

**19.5** This Agreement contains information set out in Schedule 4 of the Payment Services Regulations 2009; you can obtain a copy of this Agreement by visiting the Website.

**19.6** This Agreement is governed by English law. You agree to submit to the exclusive jurisdiction of the English courts.

**19.7** The Financial Services Compensation Scheme does not apply to your Card. There are no other compensation schemes covering losses claimed in connection with the Card. However, we protect your funds so that the electronic money we have created is protected from our potential insolvency.

## **20. CONTACT CUSTOMER SERVICE**

**20.1** If you have any questions about this Agreement, please contact Customer Service during Business Days by calling +44 (0)1 79 55 78 01 (local call rate from a landline) between 2:00 p.m. and 5:30 p.m. (UTC+2) or by sending a letter to PayCom Customer Service at 16 Cité Joly, 75011 Paris, FRANCE, or by sending an email to [contact@toneofirst.com](mailto:contact@toneofirst.com). A service for lost, stolen and damaged cards can also be provided via the Website (at any time) or Customer Service (during Business Days, at the times mentioned in this paragraph).

## APPENDIX 1

### Price list

Fees *	Freedom Package	Zen Package
Package price	15 €	15 €
Monthly fee	<b>FREE</b>	5 €
Cash withdrawal (ATM)	2.50 €	<b>FREE</b>
Transaction fees (point of sale & Internet)	0.80€ + 2%	<b>FREE</b> (0.80€ for more than 10 transactions per month)
Additional charges on foreign currency transactions	5 €	<b>FREE</b>
Salary transfer / Top-up by bank transfer	2.5% (minimum £3)	<b>FREE</b>
Top-up via Tonéo** digital voucher	10	7
Top-up by bank card	5% (minimum £3)	2.5% (minimum £2)
Additional fees for online gambling	0.80€ + 4%	0.80 €+ 2%
SMS (transaction information)	<b>FREE</b> (0.25€ for more than 5 SMS messages per month)	<b>FREE</b> (0.25€ s beyond 10 SMS messages per month)
Voice server and Internet consultations	<b>FREE</b>	<b>FREE</b>
TONEO FIRST card-to-card transfer	<b>FREE</b>	<b>FREE</b>
Change of tariff plan	<b>FREE</b>	<b>FREE</b>
Account inactivity fee	0€ (per month after 12 months)	£10 (€ ) (per month after 12 months)

Request made to Customer Service by telephone	Price of a local call	Price of a local call
PIN code reminder	2 €	1 €
Card cancellation / Refund fees (max. €10)	10 €	10 €

*\* 2024 rates, updated version available on the website*