

General Terms and Conditions of Services

<https://www.silkpay.eu/>

April 2024 Version



TABLE OF CONTENTS:

ARTICLE 1 –DEFINITIONS	4
ARTICLE 2 – CONCLUSION OF THE CONTRACT	5
ARTICLE 3 – PURPOSE OF THE GENERAL TERMS AND CONDITIONS OF SERVICES	5
ARTICLE 4 – ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS	5
ARTICLE 5 – CARD TOP-UP	6
ARTICLE 6 – RIGHTS AND OBLIGATIONS OF THE SUPPLIER AND THE CUSTOMER	6
- ARTICLE 6.1 – RIGHTS AND OBLIGATIONS OF THE SUPPLIER	6
- ARTICLE 6.2 – RIGHTS AND OBLIGATIONS OF THE CUSTOMER	7
ARTICLE 7 – DURATION	7
ARTICLE 8 – PRICING	7
ARTICLE 9 – TERMS OF PAYMENT AND INVOICING	8
ARTICLE 10 – SUPPLIER'S LIABILITY IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT	8
ARTICLE 11 – ASSISTANCE	8
ARTICLE 12 – INTELLECTUAL PROPERTY RIGHTS RELATED TO THE ELEMENTS INTEGRATED AND PUBLISHED ON THIS WEBSITE	8
ARTICLE 13 – COMMERCIAL REFERENCE	9
ARTICLE 14 – APPLICABLE LAW AND MEDIATION	9
ARTICLE 15 – CANCELLATION	9
ARTICLE 16 – WITHDRAWING FUNDS FROM YOUR VIRTUAL CARD	10
ARTICLE 17 – PROTECTION OF PERSONAL DATA	10
ARTICLE 18 – NULLITY/INVALIDITY	10
ARTICLE 19 – FORCE MAJEURE	10
ARTICLE 20 – INACCURACIES	11
ARTICLE 21 – COMPLAINTS	11
ARTICLE 22 – INTUITU PERSONAE	11
GENERAL TERMS AND CONDITIONS OF SERVICE – APPENDIX 1 : TERMS AND CONDITIONS – PAYTEND VIRTUAL PREPAID CARD	12
1. THE PAYTEND PREPAID VIRTUAL CARD	12
2. APPLYING FOR, ACTIVATING, AND LOADING YOUR CARD	12
3. USING YOUR CARD	12
4. AUTHORIZING TRANSACTIONS	13
5. CANCELLATION AND EXPIRY	14
6. SECURITY	15
7. LIABILITY	15
8. FORCE MAJEURE	16
9. REFUNDING TRANSACTIONS	16
10.CHANGES TO THE TERMS & CONDITIONS	16
11.DATA PROTECTION AND PRIVACY POLICY	16

<u>12.DISPUTES WITH RETAILERS</u>	<u>17</u>
<u>13.CONTACT US</u>	<u>17</u>
<u>14.COMPLAINTS</u>	<u>17</u>
<u>15.LANGUAGE</u>	<u>17</u>
<u>16.GOVERNING LAW</u>	<u>17</u>
<u>GENERAL TERMS AND CONDITIONS OF SERVICE – APPENDIX 2: PRICING CONDITIONS</u>	<u>18</u>
<u>GENERAL TERMS AND CONDITIONS OF SERVICE – APPENDIX 3: OBLIGATIONS RELATED TO PERSONAL DATA PROCESSING</u>	<u>19</u>

Silkpay SAS General Terms and Conditions of Services

From 04/19/2024

Article 1 – Definitions

"Virtual Card": refers to a digital mean of reloadable prepaid payment of the UnionPay®, MasterCard or Visa type, which is managed by Paytend as a partner of the Supplier, whose payments are charged to the Silkpay account and can be used for one-off or recurring purchases on the internet.

"Customer": refers to the person who makes a purchase or subscription of Services.

"Silkpay Account": refers to the Customer's cantonment account opened with the Supplier, specifically dedicated to the charging of the Customer's transactions.

"Contract": refers to these General Terms and Conditions, Appendix 1 "Paytend General Terms and Conditions of Services", Appendix 2 related to the Pricing, Appendix 3 related to the agreement for Personal Data processing, and any other contractual document applicable according to the method of conclusion of the contract determined between the Parties.

"Personal Data": refers to any data that directly or indirectly identifies a person.

"Silkpay space": means personal access to the Services via the Website, respectively made available to the Customer by the Supplier. Each Silkpay Space is protected by a username and a personal password to its owner.

"Funds": means the monetary amount paid by the Customer into his Silkpay Account, prior to any use of the Virtual Cards and Silkpay by itself or its Users, from which any expense related to the use of these Cards is debited to

authorized merchants.

"Supplier": refers to Silkpay, a simplified joint-stock company with a share capital of 734,573 euros, registered with the Paris Trade and Companies Register (RCS) under the number 831 182 126, VAT number intracommunity FR 7983 118 2126, whose registered office is located at 95 Avenue du Président Wilson 93100 Montreuil.

"Pricing": refers to the document including the pricing of the Services, integrated on the <https://www.silkpay.eu/> Website, at the address <https://www.silkpay.eu/pricing>, and appearing in Appendix 2 of this document.

"Parties": designate on the one hand, the Supplier, and, on the other hand, the Customer, including the Customer's Manager, as well as any User of the Website / Mobile APP.

"Paytend": refers to UAB Paytend Europe, Pamenkalnio st. 25-1. LT-01113 Vilnius, Lithuania. Paytend, issuer of currency regulated by the Bank of Lithuania, under license LB000480, and holder of a European passport.

"Concerned persons": refers to the individuals whose Personal Data is processed by the Supplier, in particular Users.

"Services": refers to all services (tangible and immaterial) offered by the Supplier, including, in particular: the Silkpay Account opening; payment services via the Silkpay card.

"Applicable Regulations": refers to all applicable laws, rules and regulatory requirements regarding the processing of Personal Data, including EU General Regulation 2016/679 which entered into force on May 25, 2018 and Data Protection Act 78-17 of 6 January 1978 as amended.

"**Website**": refers indifferently to one of the Supplier's Websites, accessible at the following URLs: <https://www.silkpay.fr/>, <https://www.silkpay.eu/>, <https://www.silkpay.cn.com/>, <https://www.silkpay.it/>, <https://www.silkpay.nl/>, <https://www.silkpay.de/>, <https://www.silkpay.es/> As well as all of their pages.

Article 2 – Conclusion of the Contract

The terms of conclusion of the Contract between the Supplier and the Customer may be as follows:

- 1) the Customer contracts directly online with the Supplier by following the ordering process of the Website;
- or
- 2) the Customer contracts by accepting and signing an ad hoc agreement negotiated with the Supplier, to which the General Terms and Conditions are annexed.

The Parties expressly declare that in the context of the conclusion of the Contract and any contractual document, electronic signatures, simple or advanced (two-factor identification), have the value of a handwritten signature.

The Supplier may, at its own discretion and without having to justify its decision, refuse any request to open a payment account. This decision will in no case give rise to damages. It will be notified by email to the applicant.

Article 3 – Purpose of the General Terms and Conditions of Services

The purpose of these General Terms and Conditions of Services (hereinafter, the "General Terms and Conditions") is to govern the contractual relations between the Parties, and in particular the terms and conditions under which the Supplier offers its Services to customers.

The General Conditions are available on the Website in a printable format.

A printed version of the General Terms and Conditions may be communicated by the Supplier, at the Customer's first request.

For any information, the Customer is invited to contact the Supplier:

- By email address: sav@Silkpay.fr;
- By phone: [+33 1 85 85 21 49](tel:+33185852149).

Article 4 – Acceptance of the General Terms and Conditions

The unreserved acceptance of the General Terms and Conditions by the Customer is a mandatory prerequisite for the use of the Services, including the creation of a Silkpay Account and/or a Silkpay space. The Customer acknowledges having fully read the General Terms and Conditions and any other contractual document of the Contract.

The initial acceptance of the General Conditions can be made via the Website. It consists of ticking the boxes corresponding to the acceptance sentences of the General Conditions of Services, such as: "I acknowledge having read and accepted the General Conditions of Services". The Customer will thus be deemed to have signed the General Terms and Conditions by hand. The Customer acknowledges the evidentiary value of the Supplier's automatic registration systems and, unless proven otherwise, waives the right to contest them in the event of a dispute.

The acceptance of these General Conditions supposes on the part of users that they have the necessary capacity for this, or that they have the authorization of a tutor or curator if they are incapable, their legal representative if they are minors, or that they hold a mandate if they act on behalf of a legal person.

Due in particular to the possible extensions and improvements of the Services, the Provider reserves the right to adapt or modify the content of the services offered.

Any project to change these General Terms and Conditions is communicated to the Customer by email or on a digital support, before the date of application. The absence of any dispute by the Customer to the Supplier before the date of application of the modifications constitutes acceptance thereof.

The Customer has the possibility, in case of disagreement, and without any penalty, to proceed to the termination of any services subscribed and to block his access under the conditions specified in Article 17. The legal information concerning the host and the Supplier, in particular, contact details, any capital and registration information, is provided in the legal notice of the Website.

Article 5 – Card top-up

The Supplier reserves the right to refuse or suspend loading transactions that do not meet the conditions defined below.

The Funds will be added into the Silkpay Account by the Customer :

By bank transfer, from the Customer's bank account, opened with a third-party banking institution.

Or;

By credit/credit card via an online payment.

Any top-up transaction must meet the security requirements required by law and Supplier's partners. These top-up transactions will be accepted automatically but may be subject to a prior compliance check, within 24 hours of the issuance of the transfer or the credit/debit card payment.

The Supplier undertakes, in collaboration with its partner Paytend, that the funds remain and remain the property of the Customer.

The Customer undertakes that the balance of the Silkpay Account will always be positive during the performance of the Agreement. In the event of a negative balance, the Customer undertakes to restore a positive balance within one (1) working day of its notification by the Supplier by email. Otherwise, the use of Silkpay services associated with the Silkpay card will be automatically blocked.

Article 6 – Rights and obligations of the Supplier and the Customer

Article 6.1 – Rights and obligations of the Supplier

The intangible Services are made available to the Customer via the Website, protected by a personal username and password. The Supplier undertakes to keep available, according to an obligation of means, all the functionalities of the Services.

The Supplier undertakes to make available to the Customer all new functionalities developed, if any. The Supplier undertakes to make available to the Customer, upon simple request sent by email or by post, all data stored on its servers, respectively concerning the Customer.

The Supplier undertakes to use a data backup and service continuity system. In any case, the Supplier ensures the backup of the information it processes in its information system, and allows at any time the restoration of its services and data.

The Supplier guarantees the integrity of the backed-up data and will regularly carry out the necessary backup and recovery tests, in order to verify the integrity of the backups made. The Supplier undertakes to comply with its obligations under the Applicable Regulations, as defined in Article 16 hereof.

Article 6.2 – Rights and obligations of the Customer

6.2.1 – The Customer undertakes that his top-up bank account is approved by a banking organization. This is an essential obligation whose breach prevents the performance of the Contract. The Customer thus acknowledges that failure to comply with this obligation constitutes grounds for termination of the Contract.

6.2.2 – Mandatory documents: In application of the provisions of the Monetary and Financial Code relating to the fight against money laundering and the financing of terrorism, the Customer is required to provide the Supplier at the time of their entry into a business relationship, the identity document and his address in Europe as well as his contact details: email and phone number. The Customer guarantees to the Supplier that all information provided is up-to-date and accurate. The Customer also undertakes to update the Supplier with the new information without delay, if necessary. The Customer acknowledges that any failure to produce such information and documents constitutes grounds for termination of the Agreement by the Supplier. Nevertheless, and in the absence of termination of the Contract by the Supplier, the Customer remains required to pay his invoices for the Services subscribed. The Customer undertakes to compensate the Supplier for any damage related to false declarations or false identities.

6.2.3 – Use of the Services: By accepting these General Conditions, the Customer undertakes to use the Services made available to him in a reasonable manner and not to make illicit use of them. The Website grants the Customer a personal, non-exclusive, non-assignable and non-transferable right to use the Services, throughout the duration of the contract and for the whole world. Customer shall use the Services in accordance with its needs.

The right of use means the right to represent and implement the Services in accordance with their purpose, in SaaS mode ("Software as a Service") via a connection to an electronic communications network. The Customer may under no circumstances make the Services available to a third party and strictly prohibits any other use, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, without this list being exhaustive.

6.2.4 – Acceptance of the general terms and conditions of the Paytend service provider: The activation, top-up of the Silkpay Card and the granting of Silkpay Service require acceptance by the Customer and each of the Paytend General Terms and Conditions of Services (link in Appendix 1 of these Terms and Conditions).

Article 7 – Duration

In the absence of derogatory stipulations agreed between the Parties, the Contract is concluded for an indefinite period, beginning to run from the acceptance by the Customer of these General Conditions, or a Quotation, or an ad hoc Agreement. The Contract shall be terminated by termination by either Party, giving one (1) month's notice.

The termination by the Customer of the Contract must be sent by email with acknowledgment of receipt to the address: sav@silkpay.fr.

Article 8 – Pricing

The rates for the Services are detailed in the Pricing details appended hereto (Appendix 2). These rates are in euros excluding taxes and will be increased by VAT and any other taxes in force.

The Supplier reserves the right to modify at any time all of these rates, it being specified that these price changes will apply (i) to new Contracts, and / or (ii) to current Contracts if applicable, provided that the Customer has been previously instructed of the modification of the GTC and has confirmed his agreement under the conditions specified in Article 4 hereof.

Article 9 – Terms of payment and invoicing

9.1 – Payment of invoices is made by through a bank transfer or via a credit/debit card using online payment. As part of the online payment service by credit or debit card, the services are payable immediately, the payment is then made at the time of the order, by the communication of the Customer's credit card number by means of a secure payment system (Carte Bleue, UnionPay and MasterCard cards Network are accepted).

Article 10 – Supplier's liability in connection with the performance of this Contract

10.1. The Supplier is only bound by an obligation of means.

10.2. The Supplier may not be held liable by the Customer, for any reason whatsoever under the following conditions:

- The Internet being an open network, in case of intrusion on the Website, hacking of Website data or in case of contamination of the Site by computer viruses;
- If the visit, by the user, of an accessible Website by a hypertext link present on the Website causes him a prejudice;
- In case of impossibility of access to the Site preventing the availability of the Services for all reasons, including technical and maintenance.

10.3. With the exception of the provisions of Article **10.2.** and insofar as proof of fault on the part of the Supplier is provided by the Customer, the Supplier's liability shall be limited to an amount corresponding to one year of invoicing of the Services and, in any event, to the ceiling of the Supplier's insurance. In the event of non-provision of all or part of a Service, the Customer has a maximum of six (6) months to make a complaint. Beyond this period, no claim will be accepted.

Article 11 – Assistance

In order to ensure continuity of services to the Customer and to overcome any problems with the use of the Website, the Supplier sets up a support service to overcome them. The support service of this Website is accessible at the following email address: sav@silkpay.fr.

The Supplier also provides the Customer with phone assistance to answer their questions. Phone support can be contacted by phone at [\(+33\) 1 85 85 21 49](tel:+33185852149), Monday to Friday from 9:30 am to 6:30 pm, except on public holidays.

The Supplier reserves the right to sanction any abuse.

Article 12 – Intellectual property rights related to the elements integrated and published on this Website

All elements of this Site belong to the Supplier or are used by the Supplier on the Website with the permission of their owners.

The trademarks and logos contained in the Website are registered by the Supplier, or possibly by one of its partners. Any individual making their representations, reproductions, imbrication, distribution and rebroadcasts incurs the sanctions provided for by the Intellectual Property Code, unless expressly authorized by the rights' holder (the Supplier and/or the partner concerned).

Any copy of logos, textual, pictographic or video content, without this list being exhaustive, is strictly prohibited and is akin to counterfeiting. Any Customer who is guilty of infringement may have his Space and Silkpay Account deleted without notice or compensation, the Supplier may also initiate subsequent legal proceedings against him, at his initiative or that of his agent.

Article 13 – Commercial reference

The Customer agrees that the Supplier may use their name as a commercial reference during and after the duration of their business relationship.

The Customer has a right of inspection and withdrawal concerning all publications bearing their mention. In the event of withdrawal, the Supplier undertakes to withdraw the publication within 7 working days, although the Supplier retains the right to anonymize the publication in order to preserve it.

Article 14 – Applicable law and mediation

These General Terms and Conditions are subject to French law.

Unless there are public policy provisions, any disputes that may arise in connection with the execution of these General Terms and Conditions must be submitted to the Supplier's discretion for an amicable settlement before any legal action. It is expressly recalled that requests for amicable settlement do not suspend the deadlines for bringing legal actions. Unless otherwise provided by public policy, any legal action related to the execution of these General Terms and Conditions shall be subject to the jurisdiction of the courts within the jurisdiction of the Court of Appeal of Paris – France.

Article 15 – Cancellation

15.1. The Supplier is entitled to terminate the Contract ipso jure, and subsequently to terminate access to the Silkpay Services, in particular in the event of communication of false information, exercise of illegal and/or unmorally motivated activity, suspicion of money laundering or terrorist financing, threats against Silkpay employees, non-payment of the Services after reminder by email, non-compliance with the obligations of this Contract, opening of a recovery or liquidation procedure, refusal on the part of the Customer to communicate or update all documents and information required, under the conditions of Article 6.2 of the General Conditions. Termination of the Agreement by the Supplier shall have immediate effect. Termination takes effect from the date of notification by email.

15.2. The Supplier and the Customer may terminate the Contract in the event of force majeure under the conditions provided for in Article 19 and in particular Article 19.4.

15.3. Termination of the Agreement results in the closure of the Customer's Silkpay Account within 72 hours of termination of the Agreement.

The delivery of unused Funds to the Customer in his Silkpay Account shall be carried out by the Supplier, at the request of the Customer at an applicable fee of 15€ (Article 16).

In the event of termination of a Silkpay Account already loaded for Virtual Card payments, the amounts paid by cards will not be refunded

15.4. In the event of termination, the Supplier will inform the Customer, via the Website, of the upcoming termination of its service, and the Customer must stop using any access code to the solutions and Services.

Article 16: Withdrawing funds from your virtual card

16.1. The Customer could at any time request to redeem partially or fully the available balance in their virtual card, with the deduction of an applicable fee of 15€.

16.2. The redemption right shall be exercised after Customer's submission of a written request by contacting the Supplier via email at contact@silkpay.fr.

16.3. The Customer cannot request and is not entitled to redeem their money, if for whatever reason their card's balance is not enough to cover the redemption fee of 15€.

16.4. Payment will be made after any pending transactions have been charged to your account and you agree that the transaction will be made by us in up to 10 Business Days after the date of your request.

16.5. You may cancel your request at any time until it is processed by us.

16.6. Redeemed funds will only be payable to you as the Cardholder and will not be paid to a third party.

Article 17 – Protection of Personal Data

Services it offers, the Supplier will be required to collect Personal Data and will act as a subcontractor, in accordance with the Applicable Regulations. The conditions for processing this Data are stipulated in Appendix 3 hereto.

Article 18 – Nullity/Invalidity

If any provision of these Terms and Conditions is held to be unlawful, void or unenforceable, it shall be deemed severable from the Terms and Conditions and shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect.

Article 19 – Force majeure

19.1. The Supplier shall not be liable for any damage caused by delays or failures in the performance of its obligations due to force majeure. In particular, the following events will be considered as events of force majeure: natural disasters, fires, strikes, riots, wars or attacks, imperative prescriptions of national or international public authorities related in particular to epidemics, and more generally any event beyond the control of the Supplier, which could not reasonably have been foreseen when accepting the General Conditions, the effects of which cannot be avoided by measures appropriate, and which prevents the performance of its obligation by the Supplier.

19.2. The Supplier, as soon as reasonably practicable after the commencement of the force majeure event, shall inform the Customer in writing of the existence of such event, its effective date, its probable or potential duration and the impact of the force majeure event on its ability to perform its obligations. In this respect, the Supplier shall use all reasonable efforts to mitigate the impact of the force majeure event on the performance of its obligations.

19.3. In the event of force majeure consisting of mandatory prescriptions of national or international public authorities of a temporary nature, the Supplier's obligations will be suspended for the duration of these

prescriptions (and any extensions thereof) and the contractual deadlines will be extended by an equivalent period.

In the event of force majeure events of another nature, the Supplier's obligations shall be suspended for a maximum period of three (3) months from the occurrence of the event, the Customer and the Supplier during this period shall, if necessary, endeavor to reach an agreement on the modalities of continuation of their contractual relationship despite the occurrence of this event.

19.4. At the end of the aforementioned period, if the Supplier is still unable to perform one of its obligations under these General Terms and Conditions due to the event of force majeure, the Supplier and the Customer may terminate the contract ipso jure. The party who intends to avail itself of this provision will notify its decision to the other party by registered letter with acknowledgment of receipt. The termination will then take effect within thirty (30) days of receipt of such notice by the other Party.

Article 20 – Inaccuracies

The Supplier shall make every effort to correct as soon as possible any inaccuracies, errors or information in contradiction with the provisions of the General Terms and Conditions, the legal notices or the personal data charter (<https://www.silkpay.eu/privacy-policy>). The same applies in the event of unauthorized modifications to the content of the Website, the Mobile APP or ancillary services (e.g., social networks) that are due to third parties. In such cases, the Customer may address a complaint to the Supplier under the conditions indicating the error, inaccuracy or contradiction concerned and its location.

Article 21 – Complaints

Complaints can be filed by contacting the Supplier by post and/or email at the addresses mentioned in Article 2 of these General Terms and Conditions.

Article 22 – Intuitu Personae

These General Terms and Conditions are concluded intuitu personae with regard to the Customer. In doing so, the General Terms and Conditions are not assignable, transferable or sub-licensable by the Customer himself.

General Terms and Conditions of Service – Appendix 1

Paytend Terms and Conditions for Virtual Cards

Terms and Conditions – Paytend Virtual Prepaid Card

The Card and any Additional Cards and the Paytend Accounts are operated by Paytend Europe UAB, trading as “Paytend” (“we”, “us”, Paytend or “our”).

These terms and conditions apply to your Prepaid virtual Card.

In these terms and conditions:

“Card” shall include “Additional Cards” where the context admits or requires.

“Online transactions” are card transactions which can be authorized whenever a merchant has at the time of sale contacted us for an authorization.

“Shortfall” arises in the event that there are insufficient funds on the Card when a transaction is completed.

“You” means the Paytend Account holder and Additional Cardholder(s) properly authorized as a user of the Card.

1. The Paytend Prepaid Virtual Card

The Paytend Card gives you the freedom to access your funds online anytime and anywhere a MasterCard/Visa/UnionPay card is accepted.

Before using the Card, you need to make sure there are enough funds loaded on it.

The Paytend Card is a reloadable prepaid Card. It can be used in conjunction with your Paytend Account.

The Paytend Card is issued in Euro and will not earn any interest on any funds loaded thereon.

2. Applying for, activating, and loading your Card

If You are applying for a Personal Card, you have the option to:

Have your Card directly topped up by bank transfer or by another credit/debit card.

Funds for purchases made with your Card will automatically be debited from your card balance.

You need to have sufficient funds in your card balance to cover your purchases and any fees. You will be able to complete purchases up to the amount you load to your Prepaid Card Account. By using the Prepaid virtual Card you are agreeing to these terms and conditions.

3. Using your Card

Paytend may at any time block your Card whenever:

- We are concerned about the security of your Card(s);

- We suspect your Card(s) are being used in an unauthorized or fraudulent manner;
- Or we need to do so to comply with the law or the requirements of the card schemes.

After we would have blocked your Card(s) we shall notify you as soon as practical or when we are permitted to do so.

We cannot guarantee that a merchant will accept your Card(s).

The value of your transactions will be deducted from the balance on Your Card as soon as the transactions are made and authorized by us in accordance with Clause 4.

Paytend may refuse to authorize a transaction:

- If we are concerned about security of your Card or we suspect your Card is being used in an unauthorized or fraudulent manner;
- If sufficient funds are not loaded on your Card at the time of a transaction to cover the amount of the transaction and any applicable fees;
- If there is an outstanding Shortfall on the Card;
- If we have reasonable grounds to believe that you are acting in breach of this agreement;
- If we believe that a transaction is potentially suspicious or illegal (for example, if we believe that a transaction is being made fraudulently); or
- Because of errors, failures (whether mechanical or otherwise) or refusals by merchants, payment processors or payment schemes processing transactions.

If we refuse to authorize a transaction, we will, if practicable, notify you immediately unless it would be unlawful for us to do so.

Any applicable fees shall be deducted from your Card as soon as they become payable by you. See the Fees section of our Website or APP for details of our fees.

4. Authorizing Transactions

Card transactions will be regarded as authorized by you when you follow the instructions provided by the merchant or retailer to authorize the transaction, which may include:

- Providing the Card details and/ or providing any other details as requested;
- Authorization for a transaction may not be withdrawn (or revoked) by you once it is received. A

transaction (the payment order) will be received by us as follows:

- For purchases, at the time we receive the transaction instruction from the merchant acquirer;
- For other transactions which are communicated directly to us, at the time we are asked to complete the transaction.

Where a merchant requests/takes a 'pre-authorization', the merchant will be reserving the amount he intends to collect. This amount will be reserved from your available balance until such time that the merchant requests settlement following completion of the transaction and the funds will then be collected from your account. Generally, merchants request settlement within a maximum of 30 days but for some purchases such as mail order, your account may not be debited until the goods are dispatched, which may be

longer than 30 days. You must at all times make allowances for this in your spending to prevent your account falling into a debit balance.

A Shortfall shall be reimbursed by you unless it is due to an error on the part of the merchant/retailer where the purchase was made, in which case we suggest that you first seek the Shortfall from the merchant/retailer or alternatively file a chargeback.

You agree that once we make a Shortfall known to you, we may charge such an amount to your Prepaid card. Until we are reimbursed the Shortfall amount, we will suspend your Card and any Additional Card. In addition, we reserve the right to charge you an administration fee for each transaction that you make using your Card that results in a Shortfall or increases the Shortfall amount on your Card as shown in the fee section of our Website.

5. Cancellation and expiry

This agreement will continue indefinitely unless terminated.

Your Card is valid for three years. You will not be able to use your Card after its expiry date. However, when it expires, unless we are instructed otherwise, we will issue you with a replacement card.

You have the right to cancel your Card at any time without notice by contacting our Customer Support. You will be asked to confirm that you have destroyed your Card. If you cancel your Card, once all transactions and fees have been deducted, we will arrange for any balance on your prepaid card account to be refunded to you. A Refund Fee may be charged unless you have arranged to transfer the balance to a Paytend Account managed by us.

Paytend may ask you to stop using your Card and any Additional Card and to destroy it.

Paytend may at any time refuse to issue or replace a Card whenever:

- We are concerned about the security of your Paytend Card(s) we have issued to you;
- We suspect your Paytend Card(s) are being used in an unauthorized or fraudulent manner;
- Or we need to do so to comply with the law or the requirements of the card schemes.

After we would have blocked your Card(s) we shall notify you as soon as practical or when we are permitted to do so.

We may also cancel your agreement for any reason by notifying you as soon as practical:

- If this agreement or your card expires on a set date, and we have not agreed to renew this Agreement;
- If you break an important part of this agreement, or repeatedly break the agreement and fail to resolve the matter in a timely manner;
- If you act in a manner that is threatening or abusive to our staff, or any of our representatives or which we reasonably believe could damage our reputation;
- If you fail to pay fees or charges that you have incurred or fail to put right any shortfall.

If your agreement is cancelled by us, once all transactions and fees have been deducted, we will arrange for any balance on your account to be refunded to you. A Refund Fee will be charged as shown in the fee section of our Website or APP.

We may also cancel this agreement or suspend your Card or Paytend Account immediately if we believe your Card is deliberately being used by you to commit fraud or for other illegal purposes. If we do this, we will tell you as soon as we are permitted to do so.

If your Card is canceled, we will immediately block your Card so it cannot be used.

6. Security

You should treat your Card like cash. In case your card security information (card number, CVV, expiration date, ACS Password) are known to an unauthorized person, you can contact us via Paytend website or our APP to block the card.

We recommend that you check the balance on your Card regularly online through our APP. We will provide you with your Card balance and a statement of recent transactions on our secure page at any time. Your statement will show:

- Information relating to each Card transaction which will enable it to be identified;
- The amount of the Card transaction;
- The amount of charges for the transaction;
- The date the transaction is posted on to the account.

You must either block your card through our web portal or tell us without undue delay by calling our 24-hour Customer Support if you know or suspect that a Card security information is known to an unauthorized person or if you think a transaction has been incorrectly executed.

Provided you notify us, and you have not acted fraudulently or with gross negligence we will refund the amount of any transactions which our investigations show is not authorized by you.

You must also inform us as soon as possible of any change in your name, address, phone number or e-mail address. If we contact you in relation to your Card, for example, to notify you if we are concerned about security of your Card or we suspect your Card is being used in an unauthorized or fraudulent manner, we will use the most recent contact details you have provided to us.

We will not be liable to you if your contact details have changed, and you have not notified us accordingly or updated your profile through our Web Portal or our APP.

7. Liability

We will not be liable for any loss arising from:

- A supplier refusing to accept your Card; or
- Our compliance with legal and regulatory requirements; or
- Loss or corruption of data unless caused by our willful default.

We are also not liable for:

- Business interruption, loss of revenue, goodwill, opportunity, or anticipated savings;
- Any indirect or consequential loss.

If our investigations show that any disputed transaction was authorized by you, or you have acted fraudulently or with gross negligence (for example by failing to keep your Card security information), you may be liable for any loss we suffer because of the use of the Card.

You are responsible for the use of your Card and any Additional Cards by anyone authorized by you and for any fees and charges that they may incur.

8. Force Majeure

Paytend shall not be responsible or liable for any losses arising out of any delay in or interruption of the performance of its obligations under this Agreement due to any Force Majeure, act of governmental authority, act of the public enemy or due to war or terrorism, the outbreak or escalation of hostilities, riot, civil commotion, insurrection, labor difficulty in relation to a third party (including, without limitation, any strike, or other work stoppage or slow down), severe or adverse weather conditions, communications line failure, or other similar cause beyond the reasonable control of Paytend so affected at the time such causes arise ("Force Majeure Event"). Paytend shall be excused from its performance of its obligations for the duration of such Force Majeure Event provided that it shall at all times use all reasonable endeavors to mitigate the effects of such Force Majeure Event. If a Force Majeure Event continues for a period exceeding fifteen (15) consecutive Business Days then You will be entitled to terminate this Agreement without further charges.

9. Refunding transactions

You may be entitled to claim a refund in relation to transactions where:

- We are responsible for a transaction which was incorrectly executed and notified us in accordance with section 6 above;

A claim for a refund in the circumstances set out above will not be accepted if it is made more than 100 days from transaction date.

10. Changes to the Terms & Conditions

We may change these terms at any time by giving you 60 days' notice before the change is due to take effect (unless any change is solely to your advantage when it can be affected immediately).

Any change will automatically take effect and you will be taken to have accepted the notified change unless you tell us that you do not agree to the change. In that event, we will treat that notice as notification that you wish immediately to cancel the Card(s). In such circumstances we will refund any balance on the card(s) in accordance with clause 5 above and the Refund Fee will be waived.

11. Data Protection and Privacy policy

In purchasing the Card and using it, you agree that we can use your personal information in accordance with our Privacy Policy. Our Privacy Policy includes details of the personal information that we collect, how it will be used, and who we pass it to. You can tell us if you don't want to receive any marketing materials from us. If we suspect that we have been given false or inaccurate information, we may record our suspicion together with any other relevant information. Personal data may also be transferred confidentially to other organizations involved in issuing or operating your Card so that we can administer your Card correctly.

We may obtain information about you to help us verify your identity for fraud prevention and/or money laundering. All personal information given by you may be checked with fraud prevention agencies and other organizations involved in crime prevention and may be used for the investigation of fraudulent activity and crime prevention to meet our obligations under the card scheme regulations, and if you have given false or inaccurate information and we suspect fraud we will record this. We may monitor and/or

record telephone calls we have with you or any Additional Cardholder to help us maintain and improve the quality of our Customer Service or as required by applicable law.

12. Disputes with Retailers

If you have any disputes about purchases made using your Card, you should settle these with the person you bought the goods or services from. We are not responsible for the quality, safety, legality or any other aspect of any goods or services purchased with your Card. Remember that once you have used your Card to make a purchase, we cannot stop that transaction.

13. Contact us

If you require further clarifications about Your prepaid cards, please do not hesitate to submit Your query to support@paytend.com. Alternatively, you can also call Our Customer Support on [\(+37\) 61088300](tel:+3761088300) and we will do our best to assist You with any queries You might have.

To report Your cards lost or stolen, kindly block Your card directly through the web portal or call us immediately on [\(+37\) 61088300](tel:+3761088300).

14. Complaints

Our aim is to provide the highest possible standard of service to all Our customers. If, however, you wish to make a complaint about Our service or any other issue, please contact Us by sending an email to support@paytend.com. Alternatively, you can also call Our Customer Support on [\(+37\) 61088300](tel:+3761088300) and provide them with full details of Your complaint. We will then investigate the situation and try to resolve the issue as quickly as possible.

15. Language

This Agreement is concluded in English. All communications with you will be in English.

16. Governing Law

These terms and conditions will be construed in accordance with Lithuanian law and subject to the jurisdiction of the Lithuanian Court

General Terms and Conditions of Service – Appendix 2

Pricing conditions in force on April 19, 2024.

The modified and defined rates below apply from 04/19/2024 to all Customers.

Title	Fee	Currency
Virtual UnionPay Prepaid card purchase price	59.99 (INCL. Charges)	Euro
Virtual MasterCard Prepaid card purchase price	59.99 (INCL. Charges)	Euro
Virtual Visa Prepaid card purchase price	59.99 (INCL. Charges)	Euro
Monthly fees (by card)	1	Euro
Virtual UnionPay Prepaid Card top-up fee by credit/debit card	3% administration fee + 3.5% Top-up fee	
Virtual MasterCard Prepaid Card top-up fee by credit/debit card	3% administration fee + 3.5% Top-up fee	
Virtual Visa Prepaid Card top-up fee by credit/debit card	3% administration fee + 3.5% Top-up fee	
Virtual UnionPay Prepaid Card top-up fee by bank transfer	3,5% Top-up fee	
Virtual MasterCard Prepaid Card top-up fee by bank transfer	3,5% Top-up fee	
Virtual Visa Prepaid Card top-up fee by bank transfer	3,5% Top-up fee	
Minimum top-up fee	5	Euro
Minimum top-up amount	10	Euro
Maximum top-up limit per day for Virtual UnionPay Prepaid Card	50 000	Euro
Maximum top-up amount per day for Virtual Prepaid MasterCard or Visa Cards	10 000	Euro
Maximum top-up amount per month for UnionPay, MasterCard, or Visa Cards	100 000	Euro
Maximum payment amount per day per Virtual UnionPay Prepaid Card	50 000	Euro
Maximum payment amount per day per Virtual Prepaid MasterCard or Visa Card	10 000	Euro
Maximum payment amount per month per Virtual UnionPay Prepaid Card	100 000	Euro
Maximum payment amount per month per Virtual Prepaid MasterCard	600 000	Euro
Maximum balance per UnionPay, MasterCard, or Visa card	10 000	Euro
Payment commission fees for merchants outside EEA	2% with a minimum of €0.6 per transaction	Euro
Card cancellation	Free	
Fees for withdrawing remaining balance	15	Euro
NOTE: FEES, IMPOSED BY THE ISSUING BANK, MAY BE DEDUCTED IF THE TRANSFER IS MADE IN A CURRENCY OTHER THAN EURO		

General Terms and Conditions of Service – Appendix 3

Obligations related to personal data processing

Last updated: April 2024

Silkpay takes personal data protection very seriously and takes all necessary measures to ensure compliance with European Regulation 2016/679 of April 27, 2016 (hereinafter referred to as "General Data Protection Regulation" or "GDPR") and any other relevant provisions. Applicable personal data (hereinafter collectively referred to as the "Applicable Regulations").

This Data Notice on Silkpay's Personal Data Processing as a Processing Responsible (the "Notice") is intended to inform you of the method in which Silkpay handles your personal data and the commitments made by Silkpay to ensure that your personal data is properly handled.

1. What is the scope of this leaflet?

This notice applies to Silkpay S.A.S. All personal data processing performed at 95 avenue Président Wilson CS 5003-93108 Montreuil Cedex, contact@silkpay.fr (hereinafter referred to as "Silkpay" or "We") as data controllers within the meaning of applicable statutes and in relation to:

- Merchants who use or wish to use Silkpay services to accept payment solutions or, where applicable, their employees, legal representatives or actual beneficiaries (hereinafter referred to as "Merchants");
- Consumers whose personal data (including pseudonym data) may be processed when using our services (hereinafter referred to as "End users");
- Banking Partners (Payment Service Providers) or other Partners or, where applicable, their Employees (hereinafter referred to as "Partners");
- Applicants who wish to spontaneously apply for or respond to Silkpay vacancies through the email address on our website (hereinafter referred to as "Applicants");
- Any individual person in contact with Silkpay, if you have any enquiries, including through our website <https://www.silkpay.eu/> by contacting any user of the form or our website.

Please note that, in addition to processing by Silkpay as a data Processor, depending on the purpose of the processing, Silkpay may be required to process the personal data of individual people on behalf of its customers/partners (including banking partners) as processors within the meaning of applicable regulations. These treatments are outside the scope of this Notice.

2. What data are collected?

2.1. The information we're dealing with

Depending on the type of service we provide you and/or our relationship with you, we may collect different types of personal data about you, including:

- About merchants and partners:

- Information about your identity or the identity of your legal representative or direct beneficiary (last name, first name);

- Contact information needed to contact you, especially your email address and business phone number;

- Any other data required to perform/use our services, including identification and authentication data, especially when using your backoffice (technical logs, computer tracing, security information).

- About end users:

- Transaction data, including your name, mobile phone number and wallet identifier, including pseudonym form. However, we may also be required to process the data as processors on behalf of our banking or merchant partners (in this case, these partners are responsible for data processing).

- About any individual person who contacts us, including through our online contact list:

- Your identity and contact information (last name, first name, email address);

- Any information you voluntarily provide through the contact form provided on our website <https://www.silkpay.eu/>;

- Any information you may provide to us when contacting us by phone or requesting access to our products and services.

- About visitors to our website and/or mobile applications:

- Your IP address and other data collected through a cookie or other tracker: We invite you to check out our cookie notifications at www.silkpay.eu/cookies for more information.

- About candidates:

- Your identity and contact information (last name, first name, email address and phone number);

- Any information you provide us when you send your application via email, in particular your resume and cover letter.

When your personal data is sent to us in a form, whether the information you must fill in is mandatory or optional will be indicated by an * at the time of collection. Silkpay believes that any unanswered or irregular reply may cause Silkpay to refuse to consider your request.

You promise to provide Silkpay with up-to-date, accurate and complete personal information about you.

2.2. Specific information related to the legal obligations of the banking and financial sectors

We may also be required to collect certain specific information (e.g.: ID cards, transaction data) relating to merchants or end users, our legal obligations under banking regulations in terms of anti-money laundering and combating the financing of terrorism (hereinafter referred to as "**LCB-FT**") and knowing customers (hereinafter referred to as "**KYC**"), especially when we act as banking regulators. Payment service providers within the meaning of banking regulations.

When we act as an agent (payment service provider) on behalf of our banking partners, we may need to collect this information as a subcontractor, on behalf of our banking partners and according to their

instructions, in which case these partners are responsible for processing this information according to applicable regulations.

2.3. Cookies

For cookies and other trackers stored on your device when you browse our Web site or mobile app, we invite you to check out our cookie information notification, which can be found at www.silkpay.eu/cookies.

3. What do we use your personal data for? What is the legal basis for our use of your personal data?

Silkpay is committed to collecting and handling your personal data in a fair and legal manner.

Silkpay's processing has a clear, explicit, and legitimate purpose.

Therefore, your personal data can be used for the following purposes:

- Perform our services and manage our contractual relationship.
 - ⇒ In this case, the legal basis for processing is the execution of the contract (or pre-contract measure) between Silkpay and you.
- Answer your questions or requests and handle any complaints you may have: Silkpay can use the collected data to answer your queries about Silkpay services, such as.
 - ⇒ In this case, the legal basis for processing is either the performance of the contract, if the request is related to the contractual relationship between Silkpay and you, or the legitimate interests of Silkpay, especially its interests in satisfying your inquiries and ensuring high-quality customer service.
- Carry out statistical analysis, develop our site, optimize your browsing experience and personalize your experience: For this purpose, cookies or other trackers may be placed on our site-for more information, you can refer to the cookie notice at www.silkpay.eu/cookies.
 - ⇒ In this regard, the legal basis for processing is Silkpay's legitimate interests, especially its interest in improving its website and services, as well as providing you with appropriate content and optimal navigation.
- If you contact us, please follow up your application.
 - ⇒ In this case, the legal basis for compensation is Silkpay's legitimate interest, in particular its interest in responding to your application and finding appropriate profiles for existing positions within Silkpay.
- Provide you with marketing and advertising (BtoB) information: Silkpay can send business documents, including via email, to merchants and potential partners in order to provide them with information about their activities and services (unless the merchant/partner objects according to applicable regulations).
 - ⇒ In this regard, processing is based on Silkpay's legitimate interests, in particular its interest in promoting its services, offering personalized offers, better understanding of the needs of partners and merchants, and providing them with appropriate services to build loyalty.
- Investigate any violation or suspected violation of our rights or property
 - ⇒ In this regard, the treatment is based on Silkpay's legitimate interests, especially defending its interests.

- Respond to and comply with any legal requirements and our obligations under LCB-FT and KYC regulations (only when Silkpay is the controller of these processes, and in particular when Silkpay is a payment service provider within the meaning of banking regulations) or any other legal or regulatory obligations.
 - ⇒ In this case, the treatment is based on compliance with Silkpay's legal obligations and/or Silkpay's legitimate interests.
- Respect your choice when we require your prior consent. As part of certain specific processing activities, we will provide you with specific information related to these processes and seek your prior consent as required by applicable regulations.
 - ⇒ In this case, treatment is based on your consent.

4. How long do we keep your personal data?

Silkpay keeps your personal data on an activity basis for no longer than is necessary for the purposes for which it is collected and processed.

However, Silkpay may then keep your personal data in file form to comply with its legal and regulatory obligations, or take into account the applicable limitation period, so as to enforce, exercise or defend rights in court (for example, in commercial cases, the statutory limitation is in principle five years). For example, in the most common personal data processing, we use the following retention period:

- Personal data related to merchants and partners shall not be kept for longer than is strictly necessary to manage the contractual relationship. Certain data preserved to prove a right, a contract or under a legal obligation will then be archived in accordance with regulations for the time necessary for the purpose of preserving such data. For example, according to the applicable regulations, even if we no longer have a business relationship with the data subject, we will archive all invoice data required for accounting for 10 years.

In addition, we keep merchant and partner data for three years, from the end of the business relationship (for example, the last contact of the customer at the end of the service contract), for commercial exploration purposes. Then, we can archive the data within the applicable legal limitation period;

- We maintain data relating to any non-Customer/Partner Prospect (for marketing purposes) for 3 years, from the last contact with the Prospect (or until the Prospect exercises the right of objection), and then archive the data until the end of the applicable legal limitation period;

- We retain the data needed to manage your request until it is completed (and then archived according to the applicable limitation period);

- With regard to the data on unrecruited candidates, we keep it in the activity database for two years, starting with the last contact with these candidates (unless they object), and then keep it in the file for four years. If candidates object to keeping their data in the active database, we keep their data in archives for six years.

5. Who do we provide your data to? Who can access your data?

Your personal data may be disclosed to third parties, as subcontractors, subject to subcontracts, providing hosting services, data analysis and marketing campaign services, contact management (CRM), communications, database management, website management and computer maintenance. These

subcontractors only act according to Silkpay's instructions and only access your personal data for the purpose of performing their services. They are bound by the same security and confidentiality obligations as Silkpay.

We can also pass your data on to any third party that advises us (lawyers, accountants, auditors, etc.). In addition, to the maximum extent permitted by law, your personal data may be shared with third parties (e.g. competent authorities, partners) for the following reasons:

- In response to any type of judicial or administrative proceedings or any request from the competent authorities;
- To prevent, detect, investigate and take action against any prohibited or illegal activity, any threat to the safety or any other rights and interests of you, Silkpay or any individual, and any violation of the terms of use of this website in order to comply with legal obligations (or to enable our banking partners to comply with their legal obligations);
- When this communication is necessary to provide you with services or fulfill our contractual obligations.

Finally, Silkpay may disclose your personal data to its successors and/or potential purchasers to facilitate or permit the merger, merger, change of control or other reorganization in which Silkpay participates.

6. Have your personal data been transferred outside the EU?

The personal data collected by Silkpay is hosted within the European Union. They can be subcontracted outside the European Union:

Name	Headquarters	Purpose of treatment	Relevant data	Data storage country/region
Sedex	Madagascar	Entry	Customer	Madagascar

7. What are your rights?

Subject to applicable regulations, you have the following rights over the personal data handled by us as controllers:

- **Right of access:** You are entitled to (i) confirmation that your personal data has been processed or not processed and, if so, to (ii) access to such data and copies of it.
- **Correction right:** You have the right to request correction of inaccurate personal data. You also have the right to request incomplete personal data, including supplementary declaration.
- **Right to delete:** Under certain circumstances, you have the right to request the deletion of your personal data. However, this right is not absolute and Silkpay may have legitimate reasons to retain the data.
- **Restriction of processing rights:** Under certain circumstances, you have the right to restrict the processing of your personal data.
- **Portability:** You have the right to receive your personal data from you to Silkpay in a structured, common, and machine-readable format, and you have the right to transmit such data to another controller without the hindrance of Silkpay. This right only applies to the processing of your personal data based on your consent or performance of the contract, and such processing is carried out in an automated process.

- **Right to Object:** You have the right to object at any time and, due to your special circumstances, if the processing of your personal data is based on Silkpay's lawful interests, Silkpay may present lawful and compelling reasons for the continued processing of your personal data, in which case Silkpay may continue to process your personal data in accordance with the applicable rules. When your personal data is processed for commercial purposes, you have the right to object at any time to the processing of such data. You can object to receiving newsletters by sending email or mail to the addresses listed below. In addition, if you no longer wish to receive such messages from us, our marketing email includes a "unsubscribe" option.

- **Right to send instructions on the use of your personal data after death :** You have the right to send instructions to Silkpay on the use of your personal data after your death.

To exercise these rights, you can apply to the following institutions:

- Email: contact@silkpay.fr
- Or mail to: 95 AV DU PRESIDENT WILSON 93100 MONTREUIL, FRANCE

If you have difficulty handling your personal data, you can file a complaint with CNIL (3 Place de Fontenoy, 75007 Paris). Nous vous invitons toutefois à nous contacter au préalable avant d'introduire une réclamation auprès de la CNIL.