

Terms and Conditions of Use of the Payment Service For ICARE Technologies Products and Services

1. Relationship between You and ICARE Technologies

By downloading, installing, connecting and/or using the Applications or the Payment Service provided by ICARE Technologies or by using Your Aeklys® ring, You expressly state Your agreement with these Terms and Conditions of Use of the Payment Service for ICARE Technologies Products and Services (the "**Terms and Conditions of Use of the Payment Service**").

The Payment Service supplied for Your Aeklys® ring is provided by the company AF Payments Limited, ("**AF Payments**"), registration number 09356276, 33 Lowndes Street, London SW1X 9HX. AF Payments is an Electronic Money Institution regulated by the Financial Conduct Authority under registration number FRN : 900440. The bank account linked to Your Aeklys® ring is not transferable.

The Payment Service is marketed by ICARE Technologies (hereinafter "**ICARE Technologies**"). The Payment Service uses a software application developed by or for ICARE Technologies, composed of a graphic interface (and other Components of the Application as defined below), accessible in particular from your Smartphone, and from which You interact with the various functionalities made available to You by the Application, including allowing You to save, store, access and use Your data, including personal data. (hereinafter "**Application**"). The ICARE Technologies Applications include the following:

- Aeklys®;
- Demo Aeklys®;
- Aeklys® Xp;
- Finger Sizer;

The Payment Service is a software interface developed by or for ICARE Technologies, consisting of a specific configuration of Your Aeklys® ring, a payment scheme and a graphic interface, accessible in particular from Your Smartphone, and from which You interact with the various functionalities made available to You by the Application allowing You in particular to create, credit and manage a bank account, to access and modify Your data, in particular Your personal data, and to make contactless payments with Your Aeklys® ring (hereinafter "**Payment Service**").

As a user, you acknowledge and warrant:

- That You have obtained and read a copy of these Terms and Conditions of Use of the Payment Service; and,
- That You are in possession of these Terms and Conditions of Use of the Payment Service in a durable medium, such as a physical printout; and,
- That You are over the age of majority or allowed under the laws of Your country of residence to agree to these Terms and Conditions of Use of the Payment Service; and,
- That You are resident in a country of the European Economic and Monetary Union using the euro as its single currency (Austria, Belgium, Cyprus, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Portugal, Slovakia, Slovenia, Spain) or are resident in a country of the United Kingdom using the pound sterling as its single currency (England, Scotland, Wales and Northern Ireland); and,
- That You have the right to access and use the Payment Service.

Any objection or dispute on Your part regarding these Terms and Conditions of Use of the Payment Service shall be interpreted as a refusal to consent to these Terms and Conditions of Use of the Payment Service.

IF YOU DISAGREE WITH THESE TERMS AND CONDITIONS OF USE OF THE PAYMENT SERVICE, YOU ARE NOT AUTHORISED TO USE THE APPLICATION AND MUST IMMEDIATELY UNINSTALL THE APPLICATION.

2. Definitions

Device: Aeklys® ring.

Card: refers to the Mastercard® prepaid card that has been issued to You by AF Payments and marketed by ICARE Technologies in the form of the Aeklys® ring Device.

Lost or stolen cards: Means lost, stolen or misplaced cards, or cards considered as such. The Lost or Stolen Cards reporting service is available 24 hours a day, 7 days a week and only via the Aeklys App mobile application. For more information, please refer to the User Manual, "Lost or stolen ring" section.

Card Account: means the electronic money account to which You have access and to which Your card is linked.

Card Account Identification Information: means all of the following information: Your card details (card number, expiry date and CVV code), Your PIN code, the information that You use to log in to Your Card Account, along with Your login details specific to Your Card Account.

Confidential Information: means all confidential and/or exclusive information, be it verbal, written or electronically transmitted and/or reproduced by machine, provided by You (whether before or after the effective date hereof), or that will be provided or disclosed (deliberately or not) by You to Us or to AF Payments.

Data Protection Legislation: means, to the extent applicable to the performance of a Party's obligations under this agreement, the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"), until such time as it ceases to apply in the United Kingdom; all national implementing legislation (including the UK Data Protection Act 2018); and any other applicable legislation, including the Payment Card Industry Data Security Standard (known as PCI DSS), relating to data protection and privacy in any jurisdiction in or from which AF Payments fulfils any of its obligations pursuant to this agreement or to the personal data being processed.

Customer Service Department: means the help and troubleshooting centre of the Payment Service, which may be contacted by e-mail at support@icaretech.fr and by post at 4 avenue de Mont Thabor, Immeuble Castellani, 20090 AJACCIO, France.

Table of Fees: means the table of fees and charges applicable to the Card.

Mastercard®: means Mastercard International New York or its successors or assigns.

Merchant: means a retailer or any other person, business or company providing goods and/or services and accepting cards bearing the Mastercard® acceptance symbol when taking payment for such goods and/or services.

PIN: means the personal identification number that We may issue or approve for use with Your Card.

Terms and Conditions: means this contract together with the Table of Fees and any additional terms and conditions and amendments thereto, of which We may notify You from time to time.

Transaction: means any withdrawal of money, purchase of goods and/or services (if applicable) that You have made using Your Card, or any action that changes the balance of your Card Account.

We, Us or Our: means ICARE Technologies.

Website: means www.icaretechnologies.com/

You or Your: refers to the person who accepts the Terms and Conditions of Use of the Payment Service and who uses an Aeklys® ring.

3. Fees

3.1. Your use of Your Card is subject to the fees and charges shown in the Table of Fees. These fees and charges are part of these Terms and Conditions of Use of the Payment Service. All or some of these fees/charges may be cancelled or reduced at Our discretion. Our fees may change over time; If this is the case, We shall inform You in advance of such changes, in accordance with Article 4.1. Your banking service provider may charge fees for the transfer of funds and/or additional ATM fees may be charged by the ATM provider. These fees shall be in addition to the fees set out in the Table of Fees.

3.2. Fees and charges shall be paid from Your Card Account at the time they are incurred.

3.2. Table of fees

Fee type	Card holder fee
Loading fee	No fee
Annual fees	No fee
Activation fee	No fee
Use on a payment terminal	No fee
Monthly Card fee	No fee
Account closure fee	No fee
Distributor withdrawal	Distributor withdrawals deactivated
Inactivity fee	£5 per month after 365 days of inactivity
Decline fee	No fee
Foreign currency conversion	Mastercard* fee + 3%
Non-EU transaction fee	£1 per transaction
Card Account outgoing transfer fee	£50 per transfer

*We shall use the rates certified by Mastercard® (www.Mastercard.com/global/currencyconversion).

4. General

4.1. We may modify these Terms and Conditions of Use of the Payment Service, including but not limited to existing fees or the introduction of new fees, from time to time. We shall give You at least two months' notice before the proposed modification comes into effect. However, modifications which:

- Make these Terms and Conditions of Use of the Payment Service more favourable to You or have no negative effect on Your rights or
- Exchange rates shall take effect immediately if so indicated in the notice of changes. All of these changes shall be published on the Website with a link to the modified Terms and Conditions of Use of the Payment Service, asking You to accept the modification thereof. You will be notified of this change either:
 - By e-mail to the e-mail address registered with Your Card Account,
 - Or in writing to the postal address registered with Your Card Account.

4.2. The updated version of the Terms and Conditions of Use of the Payment Service shall be displayed on the Website. You are advised to check the site regularly in order to see the latest version. You shall be bound by these Terms and Conditions of Use of the Payment Service and all modifications made to them. We recommend that You print out a copy and keep it for Your records.

4.3. You shall be deemed to have accepted any change of which We notify You unless you tell us that You do not agree before the change in question takes effect. In such circumstances, We shall consider Your notification as notification that You wish

to terminate these Terms and Conditions of Use of the Payment Service immediately and We shall refund You the balance of Your Card Account.

In this case, You shall not be charged any refund fees.

5. Scope of the Terms and Conditions of Use of the Payment Service

5.1. These Terms and Conditions of Use of the Payment Service govern Your use of Your Card and Your Card Account. The funds for all Transactions are held in Your Card Account and no interest shall be paid on them. When You make a Transaction using Your Card, the value of the Transaction, along with the associated fees, shall be deducted from Your Card Account and used to complete the Transaction.

5.2. Your Card is a prepaid card and the funds loaded onto Your Card are called electronic money. Your Card is not a credit card, payment card or debit card. You can only spend the amount of funds loaded onto it. All Cards are issued by AF Payments in accordance with a licence granted by Mastercard®.

5.3. Although Our activities are regulated by the Financial Conduct Authority, neither Your Card nor Your Card Account are covered by the Financial Services Compensation Scheme. However, the funds in Your Card Account are protected by AF Payments in accordance with the Electronic Money Regulations 2011, meaning that the funds are separate from their assets. Thus, in the unlikely event that AF Payments becomes insolvent, Your funds shall remain safe from AF Payments' creditors.

6. Issuance of the Card

6.1. To use a Card, You must be at least 18 years old. Before We can issue You with a Card, We need to know some information about You. We shall check Your identity and Your place of residence. We may call upon third parties to obtain information and perform checks in Our name, which may include recourse to credit agencies. However, no credit checks shall be performed and Your account shall not be affected.

6.2. We reserve the right to refuse to issue You with a Card.

6.3. If You have any problems with Your Card, please contact the Customer Service Department.

6.4. The activation instructions appear on the packaging of Your Device. Your Card cannot be used until the entire identity checking process is complete. A virtual card may be used immediately after receipt and does not need to be activated.

7. Loading your Card

7.1. Funds may be loaded into Your Card Account by bank transfer or by topping up the Card. Depending on the method used to load Your Card Account, fees may be charged (see the Table of Fees for more details).

7.2. The limits apply to the number of times Your Card Account may be loaded in one day. Minimum and maximum load limits also apply and are detailed in the Table of Use of Your Card in Article 8.2. We reserve the right to refuse or accept a particular load Transaction.

8. Using your Card

8.1. You may use Your Card to purchase goods and services wherever Mastercard® is accepted. If supported, You may also withdraw cash from an ATM or over the counter at a financial institution displaying the Mastercard® logo, provided that there are sufficient funds in Your Card Account and that the merchant, ATM or financial institution can verify this online. Keep Your PIN code and other Card Account identification information safe, and be sure to log out after use.

8.2. There are spending and withdrawal limits when using Your Card, as described below.

	Top-up limit	Payment terminal limit	ATM withdrawal limit
Maximum amount per year	£12,000	£12,000	Not authorised
Maximum number per year	50	4,000	Not authorised
Maximum amount per month	£1,000	£2,500	Not authorised
Maximum number per month	6	500	Not authorised
Maximum amount per day	£1,000	£1,000	Not authorised
Maximum number per day	2	20	Not authorised
Maximum amount per Transaction	£1,000	£1,000	Not authorised
Minimum amount per Transaction	£10	£0.01	Not authorised

8.3. Be aware that some ATM providers charge extra fees for using their ATMs and that some merchants add a surcharge for using some types of cards. You may also be subject to their general terms and conditions. It is Your responsibility to check before proceeding with Your Transaction.

8.4. We reserve the right to decline any Transaction at our discretion. We may at any time suspend, restrict or cancel Your Card, or refuse to deliver or replace a Card, for any of the following reasons:

- We have doubts as to the security of Your Card or Your Card Account; or
- We believe that Your Card is being used in an unauthorised or fraudulent manner; or
- We must do so in order to comply with the applicable laws, regulations and Mastercard® rules; or
- You are in breach of a material part of these Terms and Conditions of Use of the Payment Service or You have repeatedly breached any of the terms of these Terms and Conditions of Use of the Payment Service and do not resolve the issue in a timely manner.

If We take any of the measures mentioned above, We shall inform You as soon as We are able or permitted to do so, before or after We take such measures. We may ask You to stop using Your Card. We shall reactivate Your Card if, after further investigation, We believe that everything has returned to normal and that the measure is no longer applicable.

We may also decline to authorise a Transaction:

- If We believe that Your Card or Your Card Account is being used in an unauthorised or fraudulent manner; or
- If sufficient funds have to cover the amount of a Transaction and applicable fees have not been loaded into Your Card Account at the time of the Transaction; or
- If We believe that a Transaction will break the law.

If We decline to authorise a Transaction, We shall tell You why, if possible and immediately, unless We are forbidden by the law from doing so. You may correct any information that We possess and that may have led us to decline a Transaction by contacting the Customer Service Department.

We shall not be held liable if a merchant declines to accept Your Card, if We choose not to authorise a Transaction, or if We cancel or suspend the use of Your Card. Unless otherwise provided by law, We shall not be liable for any loss or damage that You may suffer as a result of Your inability to use Your Card for a Transaction.

8.4. You must not spend more money with Your Card than You have in Your Card Account. You must ensure that You have sufficient funds when You authorise a Transaction. If this happens, You must pay Us the excess immediately. We shall take all such actions seriously and shall take all necessary action against You should it prove necessary.

8.6. You agree that once We have informed You of this excess by any means whatsoever, You must pay it back immediately. We reserve the right to deduct an amount equivalent to the excess expenditure from any other Card that You hold with Us or from any other payment instrument that You designate in Your Card Account, and from funds that You have subsequently paid into Your Card Account. We may suspend Your Card and any other Card connected with you until the excess amount is repaid to us.

8.7. In some sectors, merchants such as car rental companies, hotels, restaurants and other service providers estimate how much You may spend or the amount for which You need an authorisation. The estimate may be higher than the amount You actually spend or pay, for example:

- In restaurants, You may be required to have a maximum of 20% more on Your Card than the value of the bill so that all service charges added by the restaurant can be charged to You.
- At "Pay-at-the-Pump" Petrol Pumps (if applicable), You may be required to have an amount in Your Card Account equal to the value of the maximum Transaction allowed at the pump.

This means that some of the funds in Your Card Account may be kept for up to 30 days until the merchant has settled the Transaction amount. Consequently, You will not be able to use this estimated sum during that period. We cannot release this sum without the merchant's permission.

8.8. Merchants may not be able to authorise a Transaction if they cannot obtain online authorisation from Us. Any refunds for goods or services purchased with Your Card can only be given as credit on the Card. You are not entitled to receive cash refunds.

8.9. We accept no responsibility for the goods or services that You have purchased with Your Card. All such disputes must be handled directly by the merchant supplying the goods or services in question. Once You have authorised your Card to make a purchase, We cannot stop that Transaction. However, where You have used Your Card to purchase goods or services, You may make a complaint to the merchant if the goods or services are unsatisfactory, are not delivered, are only partially supplied or do not match the supplier's description. You must inform Us of any dispute within 60 days of the purchase and the chargeback shall only be applied to Your Card Account if it has been secured by the merchant. If You wrongly make a claim for a refund, We shall be entitled to charge You for any costs reasonably incurred by Us in pursuing the claim and We shall be entitled to debit the amount of such costs from Your Card Account.

8.10. Authorisation of Transactions:

A Card Transaction shall be considered authorised by You if You authorise the Transaction at the point of sale following the instructions provided by the merchant to authorise the Transaction, which includes:

- Entering Your PIN or providing any other security code;
- Signing a sales voucher;
- Providing the Card details and/or any other details upon request;
- Waving or swiping the Device over a contactless card reader;
- Waving or swiping and entering Your PIN to withdraw cash at an ATM (if applicable);
- Requesting an advance in cash at any bank counter.

A Transaction authorisation cannot be withdrawn (or revoked) by You after We have received it. However, any Transaction that is agreed to take place on a date later than the date on which it was authorised may be withdrawn if You ask the merchant to do so (providing a copy of your request to Us), on the condition that such notice is sent by the close of business on the working day before the Transaction is due to take place. We may charge You fees if a Transaction is revoked by You pursuant to this Article (see Article 3.3 for more details).

8.11. We reserve the right to charge a monthly maintenance fee. If We do so, the amount shall be shown in the Table of Fees in Article 3.2. You are responsible for all Transactions and fees charged to Your Card Account.

9. Foreign currency transactions

If You use Your Card to purchase goods or services or to withdraw money in a currency other than the currency of Your Account, that Transaction shall be converted to the currency of Your Card on the day We receive the details of it. We shall use the rates certified by Mastercard® (www.Mastercard.com/global/currencyconversion) and a conversion fee shall also apply (see Article 3.3 for more details).

10. Contested transactions

10.1. You may be entitled to request a refund for Transactions made with Your Card when:

- A Transaction has not been authorised under the Terms and Conditions of Use of the Payment Service;
- We are liable for a Transaction which has been improperly executed and We have been notified of this in accordance with Article 14 below;
- A pre-authorised Transaction that did not specify the exact amount at the time of authorisation for which the amount charged by a merchant is more than You could reasonably expect based on normal spending patterns on the Card or the circumstances of the Transaction. However, a claim in this circumstance shall not be accepted if the Transaction amount was communicated to You at least four weeks before the Transaction date, or if the claim is made more than eight weeks after the amount was debited from Your Card Account. ;
- We have been informed of the Transaction that was not authorised/executed or was improperly authorised/executed within 13 months following the debit date of that Transaction.

10.2. If any of the above circumstances applies, You must contact the merchant first as this could enable the dispute to be resolved more quickly. You can also ask Us to investigate the Transaction or abuse of Your Card. We shall immediately process a refund of the disputed Transaction amount. We may need further information and assistance from You in order to complete such an investigation successfully.

10.3. If We refund a disputed Transaction to Your Card Account and subsequently receive information confirming that the Transaction was authorised by You and correctly registered in Your Card Account, We shall deduct the disputed Transaction amount from the funds in Your Card Account. If there are insufficient funds, the provisions on exceeding the credit limit of Your Card Account (see Article 8.6) shall apply.

10.4. If Our investigations reveal that the disputed Transaction was genuine and authorised directly or indirectly by You, or that You acted fraudulently or with gross negligence, We may charge You an investigation fee (see the Table of Fees).

11. Expiry of Cards, renewal and damages

11.1. Your Card is valid for a period of five years, unless We terminate its use earlier in accordance with these Terms and Conditions of Use of the Payment Service. You will not be able to use Your Card once it has expired and charges may apply (see the Table of Fees in Article 3.3 for more details). No replacement Card will be issued.

11.2. After Your Card has expired, the remaining funds in Your Card Account shall be stored for a period of six years following the Card expiry date. Your Card Account may be subject to monthly maintenance fees (see the Table of Fees in Article 3.3 for more details). You may contact the Customer Service Department to request that Your funds be returned to You at any time during the six-year period. Funds cannot be supplied to You in cash (notes and coins). Any funds remaining in Your Card Account after six shall not be refunded.

12. Refunds

12.1. If You receive a refund for sums paid for goods and services with Your Card, the refund amount shall be added to the balance of Your Card Account.

13. Protect Your Card

13.1. You must keep Your Device safe. Your Device is personal to You and You must not give it to anyone else. You must take all reasonable precautions to prevent fraudulent use of Your Card.

13.2. You will receive a PIN code for Your Card and You must keep Your PIN code safe. This means that when You receive your PIN code, You must memorise it. You must keep Your PIN code secret at all times. You must not disclose Your PIN code to anyone, including friends, family or the merchant's staff.

13.3 If You think that someone else knows Your PIN code, you must contact the Customer Service Department immediately. If You forget Your PIN code, You can access it when You log in to Your Card Account.

13.4 You must keep Your Card Account login details safe, as they enable you to access the details of Your Card Account and the PIN code of Your Card.

14. Liability

14.1. If You think that you have lost any of Your Card Account login details, that they have been stolen, that an unauthorised Transaction has taken place, or that a Transaction has not been executed or has been improperly executed. You must alert Us without delay and in any event no later than 13 months after the date of the debit, by contacting the Customer Service Department. If You wish to do so, You must also write to Us within a period of seven days to confirm the possible loss, theft or improper use.

14.2 Subject to Articles 14.3 and 14.4, You shall be entitled to a refund of the amount of any unauthorised Transaction or any Transaction improperly executed by Us and, where applicable, the restoration of Your Card Account to the state in which it would have been had the unauthorised or improperly executed Transaction not taken place, provided that You have notified Us of the Transaction in question without undue delay and in any event no later than 13 months after the date of the debit (unless We have not provided or made available to You the required information about the Transaction). Any undue delay in sending a notification may result in You being liable to Us for any resulting loss.

14.3 Subject to Articles 14.4, You shall be liable for up to £50 (or the equivalent in the currency of Your Card Account) of losses suffered in respect of an unauthorised Transaction resulting:

- From the Use of Your Card or the Card Account identification information when these have been lost or stolen; or
- From Your having been unsuccessful in protecting the identification information of Your Card Account.

14.4 You shall not be liable for losses incurred in respect of an unauthorised Transaction if You have taken reasonable care to protect Your Card and Your Device, Your identity and Your Card Account Identification Information from the risk of loss or theft and, if You have become aware of an unauthorised Transaction or of the loss, transfer or theft of Your Card or Card Account Identification Information, and have notified Us promptly. You shall not be liable for any losses that may arise after You have notified Us of the possibility that Your Card or any of Your Card Account login details may have been stolen or may be used in an unauthorised manner, as set out in Article 8.4.

14.5. You shall be liable for all losses incurred in respect of an unauthorised Transaction where:

- You have acted fraudulently; or
- You have compromised the security of Your Card Account intentionally or with gross negligence (for example, by failing to comply with this Article 13); or
- You have provided Your Card Account identification information to another person who has then used it to make a Transaction.

In such circumstances, We reserve the right to charge You all reasonable costs incurred by Us in taking steps to prevent the use of Your Card or Card Account and to recover any sums due as a result.

14.6. Our liability to You under these Terms and Conditions of Use of the Payment Service shall be subject to the following exclusions and limitations. We shall not be liable for any losses resulting from:

- A merchant declining to accept Your Card; or
- Any cause resulting from abnormal or unforeseen circumstances beyond Our reasonable control, or unavoidable despite Our best efforts to stop it; or
- Us suspending, limiting or cancelling Your Card or refusing to deliver it if We suspect that Your Card or Your Card Account is being used in an unauthorised or fraudulent manner, or because You have breached an important article or have repeatedly breached any article of these Terms and Conditions of Use of the Payment Service; or
- Our compliance with the applicable laws, regulations or Mastercard® rules; or
- Loss or corruption of data unless caused by a defect or malfunction.

14.7. Except as otherwise provided by law or as required by these Terms and Conditions of Use of the Payment Service, We and AF Payments shall not be held liable for any losses that You or a third party may suffer with the Card as a result of actions taken by Us which were not foreseeable and whose consequences were unforeseeable.

14.8. We shall not be responsible for goods and services that You purchase with Your Card.

14.9. From time to time, Your ability to use Your Card may be interrupted, for example when We are performing maintenance. If this occurs, you may be unable to:

- Credit Your Card; and/or
- Use Your Card to pay for Your purchases or obtain money at ATMs (if applicable); and/or
- Obtain information on funds available in Your Card Account and/or Your recent Transactions.

14.10. If the Card is defective, our liability shall be limited to replacement of the Card containing Your funds in the Card Account.

14.11. When sums are wrongly debited from the funds in Your Card Account, Our liability shall be limited to payment of an equivalent amount.

14.12. In all other cases, Our liability shall be limited to refunding the amount of funds in Your Card Account.

14.13. Nothing in these Terms and Conditions of Use of the Payment Service shall exclude or limit Our liability in the event of death or personal injury or insofar as it could not be otherwise limited or limited by law.

15. Lost or stolen Cards and unauthorised Transactions

15.1. You must treat the value of Your Card as if it were money in a wallet. If Your Card is lost or stolen or if it is used in an unauthorised manner, You may lose all or part of the value of Your Card Account in the same way as if You were losing money.

15.2 If You think that a Transaction registered on Your Card is not authorised, was registered in error or is incorrect, You must also inform Us of this immediately by contacting the Customer Service Department. We may ask You to provide details of Your complaint in writing.

15.3 You may be required to help Us, Our agents or any law enforcement body at Our request, if Your Card is lost or stolen or if We suspect that Your Card is being misused.

15.4. If Your Card is lost or stolen, We shall cancel it. Fees may apply (see the Table of Fees in Article 3.3 for more details).

15.5 If You find Your Card after having reported it lost, stolen or misused, You may request a reactivation. Fees may apply (see the Table of Fees in Article 3.3 for more details).

15.6. No refund shall be given before any investigation that We need to conduct has been completed. We reserve the right to not refund You if We deem that You have not acted in accordance with these Terms and Conditions of Use of the Payment Service.

16. Statements

16.1 You may consult Your Card Account balance and Transactions via the Aeklys Application at any time. You are responsible for keeping Your transaction history private. If You think that someone else is using Your login details or might have knowledge of them, You must immediately contact the Customer Service Department.

16.2 In accordance with the French Taxation Law, you must report every banking account opened outside of the French territory if you have opened, used or closed it during the year you're reporting of. This also apply for Your Card Account.

16.3 The OECD requires certain tax information to be shared by means of the [Common Reporting Standard](#) (ECR). To carry out our obligations, we must establish which country you're taxable in. We do this through your tax identification or National Insurance number.

We forward this information via the German Federal Tax Office to tax authorities in other countries if:

- You live in a ECR participating country.
- You have a postbox or a second registered address in another ECR participating country.
- When registering you gave a telephone number belonging to another ECR participating country.
- You have a standing order, or make regular payments, to an account located in another ECR participating country.

17. Cancellation, termination and suspension

17.1 You may cancel Your Card and Your Card Account up to 14 days after receiving Your Card (the "cancellation period"), without giving a reason, by contacting the Customer Service Department. We shall not charge You a cancellation fee. We shall ask You to confirm your decision to cancel in writing. This shall not entitle You to a refund of any Transactions that You have made (authorised or pending) or of any expenses incurred in relation to those Transactions. The Card purchase price (card cost) shall not be refundable.

17.2 Depending on the method of refunding Your remaining Card Account balance, fees may be charged and shall be deducted from Your Card Account balance (see the Table of Fees in Article 3.3 for more details).

17.3 You may cancel Your Card at any time without a penalty.

- During the cancellation period (see Article 17.1 above) or
- If You disagree with a change that We intend to make to these Terms and Conditions of Use of the Payment Service. You may also cancel Your Card at any time for any reason whatsoever, however cancellation fees may apply (see the Table of Fees in Article 3.3 for more details).

17.4 To cancel Your Card, You must inform the Customer Service Department. You shall be liable for any Transaction made or any fees incurred before the cancellation of Your Card. Once You have notified Us, We shall immediately block the Card so that it can no longer be used.

17.5 When Your Card is cancelled, You must destroy the Device by cutting it in half across the middle.

17.6 We may terminate Your Card at any time if We give You two months' notice and refund the remaining funds to Your designated bank account.

17.7 We may suspend or terminate the Payment Service provided to You, immediately if:

- You are in breach of these Terms and Conditions of Use of the Payment Service; or,
- You are violating or We have reason to believe that You are violating any law or regulation applicable to Your use of Your Card or Your Card Account; or,
- We have reasons to believe that You are implicated in any way in a fraudulent activity, money laundering, financing of terrorism or any other criminal activity; or,
- We can no longer process Your Transactions for legal or security reasons, or because of actions by a third party; or,
- You refuse to cooperate with an investigation or to provide adequate identity or security information, or documentary evidence for verification upon request; or,
- We have reason to believe that Your Card, Your Card Account or Your behaviour poses a security, credit, fraud, business or reputational risk; or,
- We must do so in order to comply with the law, any regulations in force or the Mastercard® rules; or,
- We are obliged to do so by any applicable regulatory body; or,
- You do not pay the fees that You have incurred or You do not repay any excess spending from Your Card Account.

17.8 These Terms and Conditions of Use of the Payment Service shall end in the event of death.

17.9 If the balance of Your Card Account is positive at the time of closing Your Card Account for any reason, the remaining funds shall be returned to You in the manner specified by You (less any applicable fees set out in Article 3.3), provided that the funds are not subject to any restrictions.

17.10 Any funds unclaimed for a period of six years after the closure of Your Card Account shall expire and be forfeited.

17.11 We may suspend Your Card at any time with immediate effect if:

- We discover the all or part of the information that You have supplied is incorrect or incomplete; or,
- If a Transaction has been declined due to a lack of available value in Your Card Account.

17.12 If any Transaction, charge or fee is found to have been incurred with Your Card as a result of a cancellation or termination, You agree to pay Us all such sums immediately on demand.

18. Privacy, Non-Solicitation and Protection of Personal Data

The processing of Your personal data is governed by Our privacy policy (<https://icaretechnologies.com/>) and by the Payment Service Privacy Policy described below. By accepting these Terms and Conditions of Use of the Payment Service, You also accept both of these privacy policies.

18.1. Privacy of the Payment Service

- AF Payments (including its directors, officers, shareholders, employees and agents) shall not disclose, use, publish or make available all or any part of the confidential information to any person without the prior written consent of ICARE Technologies.
- AF Payments shall only use the Confidential Information for the purpose of fulfilling its obligations hereunder, and may only communicate the Confidential Information to its directors, officers, shareholders, employees and agents, and to those of its service providers, on a strict "need to know" basis, who are bound by their duties and their access to the Confidential Information, for the purposes described herein, provided that each of such persons:
 - Is informed that the Confidential Information is confidential and subject to the terms of these Terms and Conditions of Use of the Payment Service; and,
 - Undertakes in writing not to disclose the Confidential Information to any other person or to use such information, except for the purpose described herein or where the person is bound by confidentiality obligations at least as restrictive as those contained herein.
- Without in any way limiting the generality of the foregoing, AF Payments shall keep confidential information in a secure location with access limited to those persons, as the case may be, who are specifically authorised to have access to it under this Agreement. The obligations in this Article shall also apply to the existence of the Confidential Information and of this Agreement, to the holding of all meetings and to communications between any person involving or constituting Confidential Information.
- Upon Your written request or in the event of the termination of this agreement, ICARE Technologies shall immediately return to You all Confidential Information, including all reproductions and copies thereof, and shall immediately delete all copies (in any format) and all references thereto stored electronically.
- If You become aware or have knowledge of any unauthorised use or disclosure of the Confidential Information, You must promptly inform ICARE Technologies of such unauthorised use or disclosure and, thereafter, assist ICARE Technologies in attempting to minimise any potential or actual damages or losses resulting from such unauthorised use or disclosure.
- You hereby acknowledge and agree that the Confidential Information may be made available by AF Payments to the Card issuer or to any regulatory authority or association in connection with AF Payments' performance of its obligations under this agreement or any agreement between AF Payments and the Card issuer.
- If any Confidential Information of the Card Issuer is disclosed to any of the parties hereto under this agreement, the Card Issuer shall be deemed the disclosing party and the party to whom such Confidential Information is disclosed shall be deemed the receiving party for the purposes of this agreement, and all confidentiality obligations of the receiving party shall apply mutatis mutandis to the Confidential Information of the Card Issuer.

18.2. Storage of Card holder information

ICARE Technologies shall:

- Not store or keep data files containing information on the Card holder's account number, PIN codes or CVV data;
- Use security measures appropriate to the sensitivity of the Card holder information in order to protect the said Card holder information against loss or theft, as well as unauthorised access, disclosure, copying, use or modification;
- Upon termination of this agreement, if applicable, and at the written option of AF Payments, either destroy all Card holder information in its possession (directly or indirectly) or return such information and all copies thereof (in any form) to AF Payments;

- Promptly inform AF Payments of all requests, complaints and claims received in connection with the collection, use or disclosure of such information from Card holders (including in respect of any requests from any data subject in accordance with their rights under applicable data protection legislation);
- Establish and implement an information security programme that shall comply in all respects with the requirements of AF Payments, the Card issuer, applicable regulatory authorities having jurisdiction over ICARE Technologies, any legislation and any association requirements. Moreover, ICARE Technologies acknowledges and confirms:
 - That the said information security programme is subject to validation by the service providers; and,
 - That the service providers and competent regulatory authority and/or association have the right:
 - During normal office hours and on reasonable request, to inspect the said information security programme, associated audit reports and test summaries; and,
 - To obtain from ICARE Technologies a copy of that information security programme; and
 - To provide to the service providers, on written request:
 - A list of the names of the Card holders whose information has been disclosed or may be divulged; and,
 - A description of the nature of the Card holder information disclosed or liable to be disclosed; and,
 - Of the circumstances underlying the disclosure of such Card holder information;
- Full cooperation with all service providers and all regulatory authorities, in any investigation into the disclosure of Card holder information, as well as assistance in informing any Card holder that the said Card holder's information has been disclosed, and taking any other corrective action recommended by the service providers and/or the regulatory authority, and ICARE Technologies shall be solely responsible for the payment of all fees and expenses incurred by the service providers in connection with the said investigation.

18.3. Exclusions

Nothing in this Article shall restrict either Party to information or data which is the same as, or similar to, Confidential Information which:

- Was lawfully the possession of ICARE Technologies before the date of its disclosure by You; or,
- Was in the public domain before the date of disclosure or subsequently becomes accessible to the public through no fault of ICARE Technologies or any person acting in its name; or,
- Has been previously received by ICARE Technologies by a third party or is subsequently provided lawfully to ICARE Technologies by a third party provided that no Affiliate of the Service Providers or ICARE Technologies is deemed a third party not subject to restrictions on use or disclosure; or,
- Is developed independently; or,
- Must be disclosed by law, regulation or court order, and provided that you make reasonable efforts to inform ICARE Technologies prior to the disclosure so that We may seek a protection order; or,
- Must be disclosed in order to comply with or enforce the terms of this agreement, provided that you make reasonable efforts to inform ICARE Technologies prior to the disclosure so that the other party may seek a protection order.

18.4. Remedies

If either party breaches this Article 18, the non-breaching party will suffer irreparable harm for which pecuniary damages may be difficult to determine or be inadequate compensation. Accordingly, the non-breaching party may:

- Seek a temporary or permanent injunction against the breaching party to prevent that party from disclosing personal and confidential data held by it; or,
- Exercise any other rights and seek any other remedies to which the non-offending party may be entitled, in equity and pursuant to this agreement, for any breach of this Article 18.

18.5. Data protection

- The terms "personal data", "data controller", "data subject", "subcontractor" or "processing" used in this agreement shall be interpreted in accordance with the applicable Data Protection Legislation.
- AF Payments, ICARE Technologies and You shall each, individually, be a separate data controller with respect to the processing of personal data pursuant to or in relation to this agreement.
- With regard to personal data, ICARE Technologies shall comply with applicable data protection legislation in the performance of its obligations under this agreement and in the exercise of its role towards You.
- When ICARE Technologies transfers personal data to the service provider, it shall warrant and declare to the service providers that it has the right to transfer these personal data, and that it has either:
 - Obtained all the necessary consents to transfer the Personal Data at the appropriate time, or,
 - Obtained a legal basis, in accordance with applicable data protection legislation, for processing personal data and sharing such personal data with service providers for processing as provided for in this agreement,
- And has provided appropriate privacy notices to data subjects (as required by data protection legislation) to enable them to share personal data with service providers for the purpose of providing the services envisaged by this agreement, including by giving the data subject access to the privacy notices of the service providers concerned.
- AF Payments shall implement all necessary measures to comply with applicable data protection legislation, including, but not limited to, filing and maintaining all notifications and registrations as required by applicable data protection legislation.
- ICARE Technologies warrants to AF Payments that it shall:
 - Comply with applicable data protection legislation and any associated and applicable code of practice;
 - Use and maintain appropriate technical and organisational security measures to protect against unauthorised or unlawful processing of personal data and against accidental loss, destruction or damage to such personal data; and,
 - Not make any modifications to the information security measures that would significantly increase the risk of unauthorised access to or unlawful processing of such personal data, unless required by applicable data protection legislation.
- ICARE Technologies shall promptly cooperate with AF Payments and promptly provide such information and assistance as AF Payments may reasonably require to enable AF Payments to:
 - Comply with its obligations under data protection legislation in respect of all personal data provided to AF Payments by or on behalf of ICARE Technologies under this agreement; and,
 - Process and respond to all enquiries and requests for information relating to the personal data provided to AF Payments by or on behalf of ICARE Technologies under this agreement.

- Without prejudice to any other right of AF Payments under this Contract, ICARE Technologies shall comply with all requests from AF Payments (and/or its internal or external auditors and representatives) to inspect and audit ICARE Technologies (and its subcontractors) in the processing and recording of such activities, and to enable AF Payments to verify that ICARE Technologies (and/or its subcontractors) is fully complying with their obligations under this agreement.
- Notwithstanding Article 18.5, when (and only insofar as) AF Payments or ICARE Technologies processes personal data as a subcontractor on behalf of another in the context of this agreement or the services, the first party shall comply with the provisions and obligations imposed on a subcontractor by the GDPR, including the stipulations set out in Article 28, paragraph 3, points (a) to (h) of the General Data Protection Regulations, which shall form part of this agreement and shall be incorporated herein as if they had been laid down in full, and the reference to "documented instructions" in Article 28, paragraph (3), point (a) shall include the provisions of this agreement. Such processing shall be carried out with respect for the data and for the purposes set out in this agreement, and such processing shall take place for the duration of this agreement. Where AF Payments processes personal data as a processor on behalf of a service provider, it shall not transfer, access or process such personal data outside the United Kingdom or the European Economic Area.
- With respect to the performance of its obligations under this agreement, ICARE Technologies shall comply with the provisions of data protection legislation and any equivalent legislation or regulations in any relevant jurisdiction and shall not do, cause or permit anything to be done that may result in a breach by service providers of data protection legislation in connection with the processing of personal data under this agreement.
- ICARE Technologies shall inform AF Payments as soon as possible if it becomes aware of a data security breach involving personal data.

18.6 Information retention and PCI DSS compliance

When ICARE Technologies manages (or appoints a processor to manage) Card holder data or Transaction data, ICARE Technologies shall:

- Provide AF Payments with a daily activity report detailing Transactions made by Card holders in accordance with the format and content requirements, and with the schedule agreed by AF Payments;
- Keep and produce on request the records of each Transaction relative to each Card for seven years following:
 - The expiry date of the Card concerned; or,
 - (if earlier) the date on which the Card has a balance of zero (or such longer period as the requirements or legislation of the Association may require). Without prejudice to the obligations of ICARE Technologies with regard to data protection legislation, all of these records (electronic or paper) must at all times be kept securely in accordance with the PCI DSS standard.
- Provide (and guarantee that the processor will provide) AF Payments and the Card issuer with secure access to the payment service database in accordance with the security procedures agreed in writing between the parties (including the method of data transmission and the media used). The information must be provided to AF Payments and the Card issuer in the formats agreed in writing between the parties.
- Ensure that the subcontractor properly backs up the Payment Service database, and all other information about the Payment Service that the subcontractor keeps, in a secure environment appropriate to the nature of the information, and ensure that all information stored in the reconstituted Payment Service database is in a complete and easily readable form.
- Maintain and monitor the Payment Service database, telephone voice response systems and all other repositories used in connection with the Payment Service, using qualified personnel and appropriate security procedures to

prevent the loss, alteration or unauthorised access to data hosted or transmitted in connection with Websites and databases operated by or on behalf of the Partner.

- Ensure that subcontractors comply with the PCI DSS standard and shall, upon written request from AF Payments and the card issuer, promptly provide the Card issuer with an up-to-date certificate issued by a qualified security assessor (as defined in the PCI DSS standard) confirming that AF Payments has remained and is still in compliance with the PCI DSS.
- Ensure that all third parties from whom it receives services in connection with this agreement (including the processor) comply with the PCI DSS standard.
- Immediately notify AF Payments and the Card issuer of any breach or presumed breach of the PCI DSS in connection with the Payment Service or any loss or theft of Card holder data.
- Ensure that the subcontractor does not store PIN or CVV data relating to a Card at any time.

19. Your contact details

19.1 You must inform Us as soon as possible if You make any changes to Your name, Your address, Your telephone number or Your e-mail address. For example, if We contact You about Your Card to inform You that We will be changing the Terms and Conditions of Use of the Payment Service or if We have cancelled Your Card and wish to refund You, We shall use the most recent contact details that You have provided to Us. Any e-mail that You receive shall be treated as received as soon as it is sent.

19.2 We shall not be liable towards You if Your contact details have changed and We were not informed of that.

20. Complaints procedure

20.1 If You are not satisfied with the service that You have received, You must provide details of Your concerns to the Customer Service Department in writing. All requests shall be processed in accordance with Our complaints procedure. The Customer Service Department shall supply a copy of the complaints procedure on request.

20.2 If you have not received a satisfactory response within eight weeks following the date of Your complaint, You may refer it to the UK Financial Ombudsman Service.

20.3 You can contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR, United Kingdom. For more contact details, You can visit the Financial Ombudsman Service website at www.financial-ombudsman.org.uk

21. Customer Service Department

21.1 The Customer Service Department is open from 9am to 5pm (French time), Monday to Friday (inclusive) (excluding French public holidays). A loss and theft reporting service is available 24 hours a day, 7 days a week. We may record any conversation that You have with the Customer Service Department for training and/or monitoring purposes. Customer services shall be provided by ICARE Technologies acting on behalf of AF Payments Limited.

22. General

22.1 In these Terms and Conditions of Use of the Payment Service, headings are provided for convenience only and shall not affect the interpretation of these Terms and Conditions of Use of the Payment Service. Any delay or failure by Us to exercise any right or remedy under these Terms and Conditions of Use of the Payment Service shall not be construed as a waiver of such right or remedy, or prevent Us from exercising Our rights at a later time.

22.2 You may not transfer, novate, assign, subcontract or delegate Your rights or obligations under these Terms and Conditions of Use of the Payment Service. You agree that We may transfer or assign Our rights or novate Our obligations under these Terms and Conditions of Use of the Payment Service at any time, without prior notice and in writing, and without Your further consent. If You do not wish to switch to the new card issuer, You can contact Us and We shall terminate Your Card and Your Card Account. Any remaining balance in Your Card Account shall be returned to you in accordance with Our buyout procedure.

22.3 AF Payments may subcontract any of Our obligations under these Terms and Conditions of Use of the Payment Service.

22.4 These Terms and Conditions of Use of the Payment Service may be subject to amendment, modification or deletion if the applicable law or regulations are found to be in conflict with them. Should this occur, it shall in no way affect the validity or enforceability of the remaining terms. In the event that any part of these Terms and Conditions of Use of the Payment Service is deemed unenforceable, this shall in no way affect the rest of the articles, which shall remain in force and in full effect.

22.5 You shall remain responsible for compliance with these Terms and Conditions of Use of the Payment Service until Your Card and Card Account are closed (for whatever reason) and all amounts due under these Terms and Conditions of Use of the Payment Service are paid in full.

22.6 These Terms and Conditions of Use of the Payment Service are written and available in English and French. All correspondence with You about Your Card and Your Card Account shall be in English. In the event of these Terms and Conditions of Use of the Payment Service being translated, the version in French shall prevail.

22.7 These Terms and Conditions of Use of the Payment Service are governed by French Law and You accept the sole jurisdiction of the French courts.

Reference: Payments-conditions /20201001

Last Updated: 10 January 2020

Previous Versions: 7 July 2019