

## General Terms and Conditions governing the sale and use of C2A cards and Accounts

These General Terms and Conditions formalise the agreement between the user of the services and C2A (Compagnie de l'Arc Atlantique), concerning the terms and conditions governing the opening and operating of payment accounts and the terms and conditions governing the use and operation of C2A cards.

C2A is a payment establishment under the control of the "Autorité de Contrôle Prudentiel et de Résolution" (ACPR), 4 Place de Budapest, 75436 Paris Cedex 09 (France). The list of payment establishments and, more generally, the lists of accredited payment service providers may be found on the ACPR website [www.regafi.fr](http://www.regafi.fr) (Financial Agents' Register)


It is hereby specified that the use of C2A services implies unreserved acceptance to these General Terms and Conditions. The parties agree that their contractual relations will be governed by these General Terms and Conditions, excluding any other conditions available on any other document or medium, which are provided for information purposes only and are not contractually binding.

However, these General Terms and Conditions are without prejudice to any special agreements associated with the payment account (governing, for example, supplementary payment service provisions). In the event of a contradiction, the special terms and conditions and the

special agreements will prevail over these General Terms and Conditions.

These Conditions cancel and replace any written and verbal agreements handed over or exchanged between the parties prior to the opening of the account.

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## I- Definitions

For the purposes of greater clarity and legibility, the parties have decided to clarify the meaning of the following words and expressions. In the event of difficulty, these General Terms and Conditions will be interpreted in the light of these definitions and expressions.

- **The payment account agreement:** It comprises these General Terms and Conditions, any special terms and conditions agreed between the Issuer and the Client, the form requesting the opening of the payment account and the provision of MasterCard automatic authorisation cards and the pricing terms and conditions.
- **The Issuer:** This refers to C2A - Compagnie de l'Arc Atlantique, a Payment Establishment.
- **Card(s):** This refers to the MasterCard automatic authorisation payment card(s) issued by C2A and subscribed to by legal entities for business purposes and used by their employees or representatives for their business expenses.
- **The Client:** This refers to the person who holds a C2A payment account.
- **Payment Account:** This refers to the payment account opened in C2A's books in the Client's name.
- **Sub-Account or sub-payment account:** This refers to the sub-account linked to a payment account and to which a Holder's Card is attached.

- **The account:** This refers to the payment account and the sub-accounts attached to it.
- **“Cardholder” or “Authorised Cardholder”:** A natural person duly authorised by the Client to hold a C2A card and whose name is mentioned on the card.
- **Platform:** An Internet account management module accessible from the website [www.c2a-card.com](http://www.c2a-card.com) or the MYc2a space provided by the Issuer to the Client to enable him to manage his payment account and the attached Sub-Payment Accounts via his e@count space.
- **Security code:** login and password providing secure access to the Platform.
- **Authorised User:** any natural person authorised by the Client, who uses a valid security code to access the secure space in the Platform reserved by the Client.
- **European Economic Space or EES:** A geographical region made up of the European Union countries, Liechtenstein, Norway and Iceland.
- **Payment transaction:** any action consisting of paying, transferring or withdrawing funds as a result of a payment order. It may be ordered:
  - **By the payer** who gives a payment order to his payment service provider, as is the case for a transfer;
  - **By the payer, who gives a payment order via the beneficiary** who, having received the payment order from the payer, passes it on to the payer’s payment service provider, possibly via his own payment service provider, as is the case for the payment card.
- **Payment transactions covered by article L133-1 of the Monetary and Financial Code:** these are transactions carried out using the payment services referred to in section II of article L 314-1 of the Monetary and Financial Code and which have the following characteristics:
  - Transactions drawn up in euros or one of the other European Economic Space currencies and carried out within the EES (including Metropolitan France, its overseas departments, Saint-Martin and Saint-Barthelemy);
  - Transactions drawn up in euros and carried out in Mayotte and Saint-Pierre-et-Miquelon or between these territories and Metropolitan France, its overseas departments, Saint-Martin and Saint-Barthelemy
  - Transactions drawn up in Francs CFP and carried out in New Caledonia, French Polynesia or the Wallis and Futuna Islands or between these territories and Metropolitan France, its overseas departments, Saint-Martin and Saint-Barthelemy.
- **Payment transactions other than those referred to in article L133-1 of**

**the Monetary and Financial Code:** for the purposes of these General Terms and Conditions, this refers to the following payment services and transactions:

- payment services used to carry out transactions drawn up in the currency of a country that does not belong to the European Economic Space,
  - payment services referred to in section II of article L 314-1 of the Monetary and Financial Code and used to carry out transactions drawn up in euros or one of the other European Economic Space currencies:
    - between the EES (including Metropolitan France, its overseas departments, Saint-Martin and Saint-Barthelemy) and a country that is not part of the EES,
    - between Mayotte, Saint-Pierre-et-Miquelon, New Caledonia, French Polynesia, the Wallis and Futuna Islands, and a country other than France.
- **The main payment services** covered by article L 314-1 of the Monetary and Financial Code and by these General Terms and Conditions:
- Services used to transfer funds to a payment account and sub-account and account management operations.

- Payment transactions carried out using a payment card or similar, attached to a payment account.
- The issue of payment instruments.

**For the purposes of these General Terms and Conditions, the payment services may refer to both bank payment services and the payment services referred to in section II of article L314-1 of the Monetary and Financial Code.**

- **Payment service provider:** a company authorised to provide payment services, in this case a credit institution or payment establishment.
- **Working day:** a day during which the Issuer carries out an activity aimed at completing payment transactions, i.e. Monday to Friday.
- **ATM:** automatic teller machine.
- **Cashpoint:** a machine that dispenses cash.
- **Payment incident:** refers to any transaction carried out using a card that cannot be covered by the funds available in the account to which the card is attached, contrary to the obligations under this contract.
- **“PIN”:** Personal Identification Number, a confidential code used to authenticate the authorised Holder of a C2A card.
- **“Accessible Device”:** An automatic teller machine, point of sale facilities, a computer or any other device that

allows the authorised Holder to carry out transactions with the C2A card

- **“Transaction statement”**: A statement provided by any accessible device that confirms a transaction carried out by the authorised Holder using his C2A card.
- **“Unauthorised transaction”**: A transaction carried out when **i)** the Issuer has recorded the report of the theft or loss of the C2A card, **ii)** the C2A card has been cancelled or declared expired, **iii)** the authorised Holder has reported, in accordance with these General Terms and Conditions, that another person may know his C2A card PIN, **iv)** the authorised Holder has been forced, under threat, to hand over his C2A card or communicate his C2A card PIN to a third party, on the condition that he files a complaint with the police authorities, informs C2A immediately and collaborates with any later investigation or **v)** the authorised Holder has had his C2A card PIN usurped or stolen without his knowledge.
- **“Hotel in France”**: Refers to any hotel in metropolitan France offering Clients accommodation services booked on the CDS Groupe platform.
- **“Disbursement warrant”**: Refers to a warrant which must be signed by both Parties prior to any use of the C2A card for the booking of accommodation in a Hotel in France.
- **“Accommodation services”**: Any accommodation or housing services in

a Hotel in France or equivalent (the establishment ») offered on the CDS Groupe platform excluding any other service that the establishment could offer.

## II- Common provisions

### 1. Cancellation

The Holder or Client must inform the Issuer of the loss or theft of his Card, or the misappropriation or unauthorised use of the Card or the data it contains as soon he becomes aware of it, so that the Card can be cancelled.

Cancellation requests should be sent to the following address by registered post or any other method that offers the same guarantees:

**C2A – Service Opposition - ZA Agoretta, 63, Av Bayonne 64210 BIDART – (France)**

Or

By e-mail to: **[Clientservice@c2a-card.com](mailto:Clientservice@c2a-card.com)**

Or

By telephone to the following numbers:

- **From France: 05.59.47.05.05**
- **From Abroad:**
- **+33 (0)5.59.47.05.05**

The Issuer will act on such request immediately and will send a confirmation to the Client that the cancellation has been registered. The Issuer will send a copy of the recorded cancellation upon written request from the Holder or the Client

within a period of 18 months from the recording of the cancellation request.

The Issuer may not be held liable for the consequences of a cancellation request by telephone, fax or email, that is not issued by the Holder or the Client.

In the event of a dispute concerning a cancellation request, the request is considered to have been entered on the actual date on which it is received by the Issuer or any duly authorised individual. In the event of the theft or fraudulent use of the Card, the Issuer is authorised to request a receipt or copy of the filed complaint from the Holder or Client, who undertakes to reply as soon as possible.

The Issuer may put a stop on the use of the Card for reasons linked to its security, if there is a suspicion of unauthorised or fraudulent use or if there is an increased risk of the Client being unable to meet his obligations under these General Terms and Conditions. This decision and the reasons for it are notified to the Client by any means. The Client undertakes to return the Card as soon as possible and to stop using it for any purpose. Where relevant, the Issuer is authorised to have the Card withdrawn via an acceptor or cash dispenser.

If a card whose Holder declared lost or stolen is subsequently found, the Holder or Client must destroy it and wait to receive a new Card. The Client authorises the Issuer to send it to him before the current Card expires.

## 2. Support

The Client may benefit from support from the Issuer's Client Services department:

- **By telephone: call +33 (0)5 59 47 05 05 24/7;**
- **By e-mail: to [Clientservice@c2a-card.com](mailto:Clientservice@c2a-card.com)**

## 3. Complaints

For all complaints relating to the payment account or the Card, the Client should first contact his Commercial Advisor to advise him of his concerns or unhappiness at a meeting, by telephone on his direct line (no call surcharge) or by letter. If no solution can be reached, the Client may write to the **Client Relations Department** at the following address:

**C2A – Service Gestion Relation Client – ZA AGORETTA – 63, Avenue de Bayonne – 64210 BIDART - France** also available on [www.c2a-card.com](http://www.c2a-card.com) and in the **MyC2a space** (cost of Internet access provision). The Client will receive confirmation that his complaint has been received within 10 working days of the date of its receipt by C2A. If some investigation is required, the final answer will be sent to the Client within a maximum of 2 months.

The Issuer cannot accept complaints relating to the price of the goods or services purchased. This article concerns only those relating to the failure to process a payment order or the incorrect execution of a payment order given by the Holder to the Issuer.

If the Issuer executes a payment order containing errors caused by fault on his part, the payment account debit is cancelled, and the account is returned to the situation it was in prior to the receipt of the payment order.

If the Holder wishes to **contest a transaction not authorised** by him, he should send his request to the Issuer as soon as possible after he has become aware of the problem and, at the latest, 60 days after the transaction has been registered in the account. Once the Issuer has determined the legitimacy of the request, he will refund the transaction within 30 working days of receiving it and will use a temporary credit to return the payment account to the situation it would have been in if the contested transaction had never been carried out. Following an investigation into the validity of the appeal, the Issuer will adjust the payment account accordingly.

The Holder may **contest an authorised transaction** in which the exact amount has not been defined or in which the final amount is not what he could reasonably expect, considering his profile, past expenditure and the terms and conditions of the Contract. This request must be sent via the Client to the Issuer within 60 days of the processing of the payment order on the account. The Issuer is bound to reimburse the Holder within 30 working days of receiving the request, if the latter is seen to be justified under the regulations and if it contains all the information requested by the Issuer in order to examine the matter. The Issuer reserves the option of refusing such a refund: in this case, he must notify the Client and give his reasons. The Client undertakes to provide all the

information required to determine the circumstances of the transaction. The Issuer will not refund the fees and subscriptions arising out of the transactions concerned. Fees set out in the Pricing Terms and Conditions may be charged for the unjustified dispute of a transaction.

The Holder or Client must contest all unauthorised transactions as soon as he becomes aware of any unauthorised use. If the card is lost or stolen and the security code is used, the Client must bear the cost of any unauthorised transactions carried out prior to notification of cancellation, up to a limit of 50 euros.

The Issuer may not be held liable in the event of fault on the Holder's or Client's part, such as a deliberate or negligent breach of his obligations, late notification of cancellation or bad faith. If the card is lost or stolen and the personal security code is not used, or if the Card or the data it contains are misappropriated or forged, the Issuer will bear the losses arising from transactions carried out before the Holder requests cancellation, except in the event of fault, as defined above. The transactions carried out after the Holder's cancellation request will be borne by the Issuer, except in the event of fraud.

#### 4. Duration and termination

The payment account agreement is concluded for an open-ended period.

The Client may terminate the contract at any time, on the condition that:

- He gives 30 days' notice, commencing on the date on which



the Issuer receives notification of the termination in writing;

- He pays all due subscriptions, commissions, fees and debits;
- He destroys or returns the Card(s); If the Card(s) is/are not returned to C2A or destroyed (with certification that the Client has destroyed it, stamped and signed by the legal representative or any individual with authority to act on the accounts), the Client remains fully liable for any subsequent use of the card (including fraudulent use) following the request for its cancellation. He must therefore cover the cost of any subscriptions, commissions, fees and debits due as a result of the use of the said card(s).
- He ceases using the payment account and closes it.

In the event of serious negligence on the Client's part, the Contract may be terminated with immediate effect by a simple written notification. By serious negligence is meant: communication of false information, involvement in money-laundering, threats against the Issuer's representatives or any fraudulent activity carried out via the payment account or the associated sub-accounts.

In the event of fraud or failing to comply with these General Terms and Conditions, the Issuer reserves the right to withdraw the Card at any time or not to renew it. In all cases, the Client is notified of the withdrawal decision. He consequently undertakes to return the Card on request and may expose himself to sanctions if he

continues to use it after the withdrawal notification, sent by ordinary letter or any other means, such as e-mail, with confirmation of receipt. If the Card is withdrawn by a merchant or a third-party financial institution, the Issuer reserves the right to decide whether or not to return it to the Holder.

If the Account to which a Card is attached is closed, the Client is under obligation to return the Card. The same applies if the Contract is terminated. The account cannot be finally closed until at least two weeks after the attached card(s) has/have been returned or destroyed (confirmed by a certificate of destruction stamped and signed by the Client).

The Payment Account will not be closed until all the fees, subscriptions and commissions due to the Issuer have been paid. The fees generally charged for the provision of payment services will be due in accordance with the pricing terms and conditions.

## **5. Use of the payment services and refund of levies, taxes and other excise duties**

**5.1** It is hereby specified that the use of the payment services proposed by the Issuer does not create a direct tripartite relation between the Client, the Issuer and the merchant providing the services and accepting the C2A payment cards.

**5.2** In this respect, the Issuer may not be held liable for any disputes between the Client and the merchant. Similarly, the merchant may not be held liable for any difficulties and malfunctions relating to the payment transactions.

**5.3** The Client is informed that, when he makes payments to merchants, he will receive a document (Client ticket) as proof of the transactions that have taken place; this document may or may not contain all the information required for invoices.

**5.4** The Client is also informed that, when he books an accommodation service offered by a Hotel in France on the CDS Groupe reservation platform, the ticket he will receive will not contain all the mandatory information required by the article 242h A of appendix 2 of the French General Tax Code (Code Général des Impôts, CGI)..

**5.4.1** The Client will receive a monthly accountability report (disbursement note) of all Hotel reservations in France (booked on the CDS Groupe's platform). Each accountability report will contain the following elements:

- Client's name and address;
- Number of overnight stays;
- Price for each overnight stay (incl. VAT);
- Total cost of the transaction and amount charged on the C2A card;
- Date and provider's invoice number;
- Name and location of the hotel;
- Wording of any discount received on the date of the transaction and directly related to this transaction.

The Client is informed that this accountability report (disbursement note) may not be used as an invoice for the tax regulations set out in the article 242h A of

appendix II of the French General Tax Code (Code Général des Impôts, CGI).

**5.4.2** The client is also informed that, for all the transactions, excluding any transactions referred to in clause 5.4.1 of this Contract, carried out with merchants connected to the C2A network, he will receive a summary invoice setting out the transactions that have taken place with the mandatory wording that should be shown on an invoice issued by the Issuer.

**5.5** Regarding the formalities for the refund of his VAT and excise duty, the Client commits to submit only the invoices sent by C2A for the above-mentioned expenditures in clause 5.4.2 of this Contract, excluding any accountability report in clause 5.4.1.

The Client is informed that he will bear sole civil and criminal liability if he fails to comply with this commitment.

## 6. Modification

Draft amendments to these General Terms and Conditions, pricing terms and conditions or ancillary services for reasons not linked to security will be available for download by the Client on the MyC2A Platform in the Menu "My documents" two months at the latest prior to the proposed implementation date.

If the Client does not send the Issuer a written objection by registered post within this deadline, he is considered to have accepted the amendments.

If he refuses the proposed amendments, the Client may ask for the Contract to be terminated in accordance with these General Terms and Conditions. Such a

request does not affect any of the debits (fees, subscriptions, payment) for which the Client is still liable.

Concerning draft amendments for security reasons, the Issuer may make amendments to the contract which he will then notify to the account holder, particularly when the contract is up for renewal.

These amendments will come into force:

- A month after their notification if the valid card is not returned to the Issuer before this deadline expires, or if it is used after the deadline;
- Immediately if they are accepted by the account holder at the time of renewal of the contract.

## **7. Personal data - Confidentiality, right of access and correction**

As part of the relationship with its Clients, the Issuer is required to collect personal data concerning them. The information on data processing and on the exercise of the Client's rights to these data is stated in the Client's Personal Data Protection Charter. This document is available for download on the MyC2A Platform in the menu "My documents" and on the Issuer's website.

These personal data are mainly processed by the Issuer for the following purposes: internal management, management of Client relations, in particular regarding the means of payment, card manufacturing, operational management and monitoring the security of the transactions, particularly when a card has been stopped (or blocked), processing of complaints, fight against

money laundering and terrorist financing, response to legal and regulatory obligations, etc.

In accordance with the provisions of article L 511-33 of the Monetary and Financial Code, the Issuer is bound by confidentiality. However, this obligation of confidentiality may be lifted, in accordance with the legislation in force, by virtue of a legal, statutory and prudential obligation, particularly at the request of the supervisory, tax or customs authorities or of a criminal court judge, as instituted by article L.562-4 of the Monetary and Financial Code or in the event of a court order served on the Issuer.

Notwithstanding the above, the Client has the option of relieving the Issuer of its confidentiality obligation by informing him in writing of the third parties authorised to receive confidential information concerning him.

Furthermore, the Issuer may pass on any useful information concerning him to any individual or entity whose intervention is required to accomplish the services referred to in these General Terms and Conditions or who may be required to intervene at a later date. These individuals or entities are the Issuer's subcontractors and the companies in the Group to which the Issuer belongs.

All the information contained in these General Terms and Conditions is covered by the obligation of confidentiality under the terms of article L.511-33 of the Monetary and Financial Code. The Client and the Holder accept that their contact details and personal information will be passed on to other companies in the group

to which the Issuer belongs and to the transaction service providers with whom he has a contractual relationship for the purposes of carrying out the proposed transactions and services, as long as the third parties receiving this personal information are governed by regulations that guarantee a sufficient level of protection as defined in article 561-7 II b of the Monetary and Financial Code. The list of third parties receiving information covered by the obligation of confidentiality may be accessed on request by contacting the Issuer's "Direction Risques et Contrôle Interne – ZA AGORETTA – 63 avenue de Bayonne – 64210 BIDART – France. This information must be kept by him or by any company authorised for this purpose in compliance with legal and statutory conditions.

He may also write to the Issuer's head office address for the following reasons:

- To ask that this information be deleted or corrected;
- To ask the company to stop sending commercial offers,
- To change his contact details and ask for them not to be communicated.

## 8. Duty of vigilance

In application of the provisions of articles L.561-2 and following of the Monetary and Financial Code, relating to the participation of financial institutions in the fight against money-laundering and the financing of terrorist activities, the Issuer is bound to request from the Client, for any transaction or business relationship

initiated under the terms of articles L 561-2 and following of the Monetary and Financial Code, the origin, purpose and destination of the transaction or the opening of the account. He must also take all the necessary steps to identify the Holder and, where relevant, the actual beneficiary owner. The Holder or Client to take all the steps necessary to enable the Issuer to carry out an in-depth examination of the transaction, inform him of any transactions that are different from the transactions usually recorded in his account and provide him with any required documents or information.

The Client acknowledges that the Issuer may have to introduce surveillance systems aimed at fighting money-laundering and the financing of terrorist activities.

The Client acknowledges that the Issuer may at any time not proceed with or postpone the opening of the account or the processing of a transaction if there is not sufficient information about its purpose or nature. He is informed that a transaction carried out under these General Terms and Conditions may be communicated to the French financial intelligence unit, "Tracfin".

The Holder or Client may, in accordance with the regulations, access all the information thus communicated, on the condition that this right of access does not question the purpose of the fight against money-laundering and the financing of terrorism if the information relates to the requesting party and is held under the terms of articles L 621-8, L 621-9 and L 621-10.

No legal action based on articles 226-13 and 226-14 of the Penal Code, no personal liability action may be filed and no professional sanctions may be pronounced, against a financial institution, its directors or representatives or any other person referred to in article L.562-1 of the Monetary and Financial Code who has, in good faith, made the declarations mentioned in articles L.562-2.

## 9. Intellectual property

In no circumstances does the provision of the Platform constitute the granting of a licence or right to use any image, registered trademark, service trademark or logo belonging to the Issuer's group. The downloading or copying of any software or hardware from the Platform does not give the Client or Authorised User any rights over the downloaded or copied items.

The Client / Authorised User receives a non-exclusive, non-transferable and non-assignable right to use the Platform provided by the Issuer under the Contract. The Client / Authorised User has no right to copy or reproduce all or part of the Platform in any way whatsoever, in its original form or in an altered form or combined with another software suite, for purposes other than those covered by the Contract.

## 10. Force Majeure

In accordance with the law and case law, each party's liability will be lifted in the event of a case of force majeure.

If, as a result of such a case of force majeure, one of the parties is led to

suspend its obligations, the performance of the contract will be suspended for the period during which the party is unable to fulfil these obligations.

However, once the reason for suspending these reciprocal obligations has disappeared, the parties will make every effort to resume the normal performance of their contractual obligations as soon as possible. To this effect, the party prevented from fulfilling its obligations will inform the other party by registered post or in an extrajudicial document that it intends to resume its obligations.

## 11. Independence of clauses

If any one of the provisions of the Contract is considered to be null and void, the other provisions will retain their binding powers and the Contract will be performed partially. The fact that the Issuer does not assert a right provided for by the Contract shall in no circumstances constitute a renunciation of his right to assert it in the future. Any legal or statutory amendments affecting the performance of the Contract will be imposed without the need to draw up an amendment to the Contract from the date on which the regulation comes into effect.

## 12. Applicable Law - Jurisdiction

The Contract is governed by French law. A translation of the payment account agreement may be provided for the Client for guidance purposes; the French version has sole validity between the parties.

In the event of a dispute between the Client and the Issuer, an amicable solution will be

sought. The Sales Department is at the Client's disposal.

If an amicable settlement cannot be reached, any disputes arising out of or related to these General Terms and Conditions will be referred to the sole jurisdiction of the Commercial Court in BAYONNE (France) even in the case of multiple defendants, summary proceedings or the introduction of third parties.

### **III- Terms and Conditions governing the opening and operation of C2A accounts**

#### **1. Opening and running the payment account**

##### **a. Opening the payment account**

When opening a Payment Account, the Client must provide all the information and documents required, and listed, in the form used to apply for the opening of a payment account and the provision of C2A cards.

The Client undertakes to provide the Issuer with full information relating to the Holder(s) and retains sole liability for ensuring that this information is true, complete and accurate. He undertakes to update all the information contained in the form used to apply for the opening of a payment account and the provision of MasterCard automatic authorisation cards as soon as possible by sending a written notification to the Issuer's head office. This information may also be updated by any means that ensure that the Issuer receives these documents.

C2A reserves the option of asking the Client for extra documents and information about the company, its directors and legal representatives and its current beneficial owners (majority shareholders or those who own more than 25% of the capital; anyone who has a power of control and/or decision-making), and the card holders (copy of the employment contract, etc.).

The authorised expenditure limits for all Card allocations may in no circumstances exceed the amount of the funds allocated by the Client to the Sub-Payment Account to which the Card in question is attached.

The Issuer will notify the Client when the Payment Account has been opened and will send him his identification and codes for accessing the Platform, the operation of which is described below. For example, the Client is informed that he may credit the Payment Account by transfer from his Bank Account. The Issuer will not accept cash or cheque payments. The first funds paid into the account must come from a bank account opened in the Client's name in a financial institution domiciled in the European Economic Space.

The client, before incurring any accommodation expenses in a 'Hotel in France', shall complete and sign the Disbursement Warrant. This warrant is signed by the Client and C2A. A signed copy is given to the client.

C2A also offers the option of paying funds into the payment account online, using a bank card. The Client uses the MyC2A space to fund his account by bank card. As for making a purchase on the Internet, the Client must enter the card number, expiry date and cryptogram.

The Client benefits from the MasterCard 3D Secure service for this online transaction. An SMS is sent to the Client giving a security code. Transactions not using 3D Secure will not be authorised.

A fee is charged for using this bank card provisioning service (details in the Issuer's pricing terms and conditions).

**N.B.**

The number of these transactions and their limit may be restricted, depending on the bank concerned. In no circumstances will C2A be held liable for a refusal by the card-issuing bank to carry out the account-funding transaction.

**b. Dormant accounts**

If the account has shown no evidence of transactions over a period of 12 consecutive months and letters sent to the Client are returned by the Post Office or if the latter does not respond to requests sent out by the Issuer, the account may be closed under the conditions set out below and any credit balance transferred to a "miscellaneous balance" account in which each Client is clearly identified. This account will not produce interest and the funds in it will remain at his disposal for the legal period. Administration fees will be deducted.

**c. Currency accounts**

Only payment accounts in euros are authorised.

For payments made in a currency other than the euro, the amount of the transaction will be automatically converted into euros.

**2. Services attached to the Account and Sub-payment accounts**

**a. Cash withdrawals using the C2A card**

The Holder may withdraw cash from automatic cashpoints showing the "MasterCard" logo up to the limit stipulated by the Client relating to the Sub-Payment Account and the funds available in this account. Banks that operate automatic cashpoints may impose withdrawal limits lower than those granted by the Issuer or Client.

Records produced by cashpoints/ATMs and automatic devices, or their reproduction on an electronic medium, constitute proof of the transactions carried out using the Card and a justification of their being charged to the sub-account on which the Card operates.

These withdrawals and their related fees are charged to the sub-payment account and debited immediately up to the limit of the funds available. The Client accepts that his sub-payment account will be debited when the Holder enters his confidential code to confirm his withdrawal. The payment order is irrevocable once the confidential code has been entered. Therefore, neither the Client nor the Holder may withdraw consent to this payment order. The Issuer cannot be involved in any disputes that may arise between the Holder and the Client.

The Client acknowledges having been informed that withdrawals from the counters or cashpoints of certain banks may be subject to extra fees, as is the case,

for example, with German financial institutions. He therefore agrees that these fees will be charged to the sub-account to which the card used for the withdrawal is attached. These fees may not be the subject of any settlement by or dispute with the Issuer, who is not associated in any way with such fees, which he simply passes on, euro for euro, into the sub-account.

#### **b. Payments for the purchase of goods and services**

Card payments are made in accordance with the terms and conditions and procedures in force among the merchants affiliated to the “MasterCard” network.

Apart from payments for certain motorway tolls, the payment transactions received by the Issuer undergo an automatic authorisation procedure that checks for the existence of sufficient funds in the Sub-Payment Account to which the Payment Card is attached. Following authorisation, they are immediately debited from the sub-payment account. The Client accepts that his sub-payment account will be debited when the Holder enters his confidential code, and in certain cases signs a payment slip, to confirm his payment order with a merchant. In the absence of a signature or code entry, the Client agrees that his account will be debited for the cost of the purchase once the Holder has sent his card number along with the related information, depending on the payment procedure indicated by the merchant. The payment order is irrevocable once the confidential code has been entered or the card information has been transferred. Therefore, neither the Client nor the

Holder may withdraw their consent to this payment order once it has been authorised.

The Issuer cannot be involved in any commercial disputes that may arise between the Holder, the Client and the merchant. The existence of such a dispute will in no circumstances justify the Client’s refusal to honour his card payments.

The return of goods or services paid for by card may not be the subject of a request for a refund from the merchant unless a transaction has previously been debited for an equal or higher amount. However, the merchants have sole powers over such decisions and refunding procedures.

#### **c. Special cases of international payments**

##### **➤ Payment Orders within the European Economic Space:**

The Issuer is considered to have received a payment order when the service provider acting as the acceptor of the payment on behalf of the merchant transfers the order to the clearing or settlement systems.

The Issuer has one working day from this date in which to credit the merchant’s account.

##### **➤ International Payment Orders outside the European Economic Space:**

The Issuer undertakes to comply with the usual settlement deadlines.

For cash withdrawals, the handover of funds to the Holder is evidence that the order has been processed.

The exchange rate applied to currency transactions is the rate in force on the date



on which the payment transaction is processed by the worldwide network concerned. Conversion into euros is carried out by the worldwide network centre on the day on which the payment transaction is processed by the centre and under the worldwide “MasterCard” network’s terms and conditions of exchange. This exchange rate varies according to day-to-day currency buying and selling rates and is available on request from the Issuer.

The Issuer will invoice the Client commissions and fees for the conversion transactions, as set out in the Issuer’s pricing terms and conditions.

#### **d. Opening sub-payment accounts (card order(s))**

The holder of the Payment Account may open a maximum of 9,999 sub-payment accounts. C2A will not order the 1<sup>st</sup> cards until an initial provision of funds has been paid into the payment account; this provision should at least be equal to or greater than:

- the annual card subscription (set out in the Issuer’s pricing terms and conditions) relating to the number of cards ordered;
- the cost of sending the card order (set out in the Issuer’s pricing terms and conditions);
- the account-holding fees for one quarter (set out in the Issuer’s pricing terms and conditions).

The account-holder undertakes to comply with these requirements in order to open a sub-payment account and order his card(s).

A sub-payment account is opened in accordance with the Issuer’s current pricing terms and conditions.

#### **e. Sub-account management platform**

##### **➤ Access to the Platform**

Access to the Platform is reserved for the Client and any Authorised User. The Client must guarantee that the Authorised User complies with the rules relating to the use of the Platform and takes the appropriate care in using an online account in accordance with the internet transaction security recommendations that the Issuer sets out on the back of the letter containing the Login and Password for accessing the Platform, which is sent by registered post.

The Security Code is secret and strictly confidential.

The Client agrees to take all appropriate steps to ensure that it is not disclosed to an unauthorised person. The Issuer accepts no liability for any prejudice arising from the disclosure of the Security Code to third parties, theft or the fraudulent use of the Security Code by third parties. The Client will inform the Issuer immediately in the event of the loss, disclosure or theft of the Security Code.

The Client will give the identity of the authorised User(s) in the form requesting the opening of the payment account and the provision of C2A cards.

The Client may decide at any time to designate other Authorised Users or to deny an Authorised User access to the Platform. If the Client wishes to add a new Authorised User, he informs the Issuer of his decision in writing, giving the identity of the user he wishes to authorise, along with proof of his identity. The Client takes sole responsibility for designating this

Authorised User and will act as guarantor for the latter's correct use of the Platform.

The Client using the Platform also has the option of immediately preventing access to it. Only the Issuer may subsequently re-open the Platform at the Client's express wish.

Concerning the withdrawal of an Authorised User, the Client must send the Issuer written notification, following receipt of which, access to the Platform will be prevented within 2 working days.

The Issuer will therefore grant any Authorised User full access to the services selected by the Client within the framework of these General Terms and Conditions.

#### ➤ **Data published on the Platform**

The Issuer cannot explicitly or implicitly guarantee the accuracy, comprehensiveness or appropriateness of the information published on the Platform for any purposes whatsoever. In particular, the Issuer cannot be bound by the information concerning the accounts (balance, account situation, orders processed or pending), which must be considered as provisional. Only the account and transaction statements provided in a digital version on the MyC2a platform under the "My Documents" heading are valid.

#### ➤ **Platform availability**

The Issuer will make every reasonable effort to ensure that the Platform is available 7 days a week.

However, the Issuer may suspend access to all or part of the Platform for technical and/or maintenance reasons.

The Issuer may in no circumstances be held liable for these interruptions or any direct or indirect consequences that may arise from them. The Issuer may modify or suspend the Platform services at any time.

He undertakes to warn the Client by e-mail at the address provided by the Client in the form requesting the opening of the payment account and the provision of C2A cards, at least two weeks before any deliberate and/or permanent suspension of the Services.

Furthermore, the Issuer reserves the right to shut off or suspend access to the Platform, at his sole discretion and without notice, if he suspects the existence of malevolent or fraudulent activities that threaten the confidentiality of the information relating to the Client / Authorised User, or for any other reason. He may not be held liable for any prejudice that may arise from such shut-downs or suspensions.

#### ➤ **Sub-Payment Account management**

The Client has a dedicated access that allows him to spread the funds in the Payment Account between different Sub-Payment Accounts attached to it. The sum of the sub-payment account balances will at all times be equal to or less than the total balance in the Payment Account, possibly increased by the total balance in the Reserve account, for the special case of payments for French, Italian, Spanish and Portuguese motorway tolls. Overdrafts are not authorised for sub-payment accounts.

**The Client may in no circumstances access his reserve account and therefore does not have the option of spreading the funds in his reserve account between the different sub-payment accounts attached to it.**

#### f. Transaction statements

The Client may access an account transaction statement on the Platform to enable him to monitor his transactions. These statements are produced on a monthly basis.

The Client has access to monthly information concerning the movements and the balance of the reserve account, provided by the Issuer in his account statement.

The Client is advised to keep his account statements in case of a dispute and to routinely check the contents of the statement.

Once a month, the Client will be provided with a summary statement of fees and commissions in a digital version on the Myc2a platform, under the “My Documents” heading.

Also once a month, the Issuer will send the Client the settled Invoice for the transactions carried out in the partner network (and only these), and possibly a credit relating to these transactions.

In addition, the Issuer will provide the Client a monthly accountability report of all Hotel bookings in France (booked on the CDS Group's platform) in accordance with article 5.4.1.

In general terms, the account will produce the legal and usual effects attached to the transformation of all transactions domiciled in it as simple debit and credit items, generating an immediately available balance (excluding the reserve account).

### 3. Allocation of responsibilities

#### a. The Issuer's responsibility

If the Holder denies having given his consent to a payment and/or withdrawal transaction, it is the Issuer's responsibility to provide proof that the transaction was authenticated, duly recorded and entered in the accounts in accordance with normal practice and that it was not allocated as a result of a technical error. This proof may be provided by any means, including records produced by electronic equipment or their reproduction on an electronic medium showing that the Card and the personal security codes were used.

The Issuer may not be held liable for a loss due to a technical error in the system if this is reported to the Holder by a message sent via electronic equipment or any other visible means.

The Client is informed that all card payments are processed by **BPCE PAYMENT SERVICES** and **NATIXIS (CIB 30007)** acting as the account holder and principal member of the interbank clearing chambers. The Issuer may not be held liable by the Holder and the Client for any prejudice arising from the said bank's failure to restore the credit balance on a payment account.

Furthermore, the Issuer may not be held liable vis-à-vis the Holder and the Client for any prejudice arising directly or

indirectly from a case of force majeure as defined by current case law in France and Europe by the French courts and the European Union Court of Justice.

The Issuer may not be held liable if the Holder contests a transaction beyond the foreclosure date mentioned in c. Appeal Procedures.

The Platform is accessible via the Internet, a public network over which the Issuer has no control. He therefore assumes no liability for any prejudice suffered by the Client / Authorised User as a result of transmission errors or delays, network breakdowns or overloads, malfunctions (including bugs and viruses), Internet access blocked by the malevolent or fraudulent actions of a third party, failures on the part of the Internet access providers or faults in software or computer systems.

#### **b. The Client's responsibility**

The Client is responsible for the payment of all the amounts due and payable in his accounts at any time, and for all the fees, commissions and late-payment interest due in application of these General Terms and Conditions.

The Client assumes the consequences of the Holder's use of the Card as long as he has not put a stop on it using the methods described in these General Terms and Conditions.

He is also responsible for any use of a card belonging to an unauthorised Holder that has not been destroyed (confirmed by a destruction certificate stamped and signed by the Client) or returned to the Issuer.

He is jointly and indivisibly bound by the financial consequences arising from the use of the Card, and more particularly with regard to the Holder's responsibility for the safekeeping of the card and the personal security codes. In accordance with these General Terms and Conditions, the Client must ensure that there are sufficient funds available in the account to honour the total amount of the related transactions, withdrawals and fees. Where relevant, he must assume the consequences of a refusal to authorise a transaction.

He may also be held liable for any use of the Card that does not comply with these General Terms and Conditions.

#### **c. Appeal Procedures**

The Client must check the accuracy of the details shown on the account statement.

In general terms, the Issuer may not be held liable for any direct and indirect consequences linked to measures of any kind, including the freezing of assets, that he may be required to take relating to the obligations placed upon him by the public authorities, particularly with regard to the fight against money-laundering and the financing of terrorism. In this respect, the Issuer may not be held liable for any processing delays caused by such measures.

The Client must notify his payment establishment without delay, and at the latest within sixty (60) days of the date on which his account was debited, of any unauthorised or incorrectly processed transactions that he is contesting. In accordance with article L133-24 of the Monetary and Financial Code, this maximum deadline for appeal is a

foreclosure period, beyond which no further appeal will be admissible, either with the Issuer or before a judge.

The Client should send all appeals to the Issuer:

- **By telephone:** call +33 (0)5 59 47 05 05 24/7;
- **By e-mail:** to [Clientservice@c2a-card.com](mailto:Clientservice@c2a-card.com)

**On receipt of the appeal, the Issuer will send the Client a standard appeal form that he must fill in, date, stamp, sign and return to the Issuer by any means that will demonstrate that the letter has been received.**

**The Issuer will not process the appeal until he has received this form, duly filled in, along with any supporting documents or documents that the Issuer may have asked for.**

- **Allocation of responsibility and refunding of unauthorised transactions**

In the event of an unauthorised payment transaction, the Issuer will refund the Client the amount concerned within 30 days and, where relevant, return the debited account to the situation it would have been in if the unauthorised payment transaction had not taken place. This period will run from the date on which the Client's appeal is received.

As an exception, if the card is lost or stolen, an excess of no more than 50 euros may be claimed from the Client if the card was used before it could be cancelled.

- **Allocation of responsibility and refunding of transactions not processed or poorly processed**

The Issuer is liable towards the Client, up to a limit of 300,000 €, for:

- The proper processing of transfers until the funds arrive in the beneficiary's account. The beneficiary's bank then takes over responsibility for the correct finalisation of the transaction vis-à-vis its own Client, as part of its obligations relating to the availability of the funds and the value dates;
- The proper processing of the fees and commissions provided for in the Issuer's current pricing terms and conditions, and of card transactions (and more generally the transactions ordered by the beneficiary or a payer who gives a payment order through the beneficiary), subject to the responsibility of the beneficiary's bank towards its own Client.

- **Example of the Issuer's exemption from liability**

If the unique ID provided by the Client is incorrect, the Issuer will not be liable for the failure to process or poor processing of the payment transaction. The Issuer may charge the Client recovery fees, as shown in the pricing terms and conditions.

Any transactions, particularly those requiring special processing, that cause an operating incident on the account (payment incident, cancellation, seizure, etc.), will be

subject to charges. The latter being set out in the Issuer's current pricing terms and conditions, which are available to Clients on the Platform. These fees and commissions will be debited from the Client's payment account.

#### **4. Evidence of transactions**

The Issuer is responsible for providing evidence of the transactions carried out on the payment account or sub-payment accounts; this evidence may be found in the Issuer's account entries, unless the Client is able to find evidence to the contrary by any means. The Client is responsible for keeping evidence of the transactions.

If the Client uses the computer and telematics services offered by the Issuer, he undertakes to follow all the recommended access, authentication and usage procedures.

The dematerialised (electronic, computer) records or their reproduction on an electronic medium constitute proof that the transactions were carried out and a justification of their entry in the account, unless the Client is able to find evidence to the contrary by any means.

The Issuer will keep the account statements and accounting documents relating to the transactions recorded in the accounts on any appropriate medium through the contractual relationship with the Client. Upon the Client's request researches for the transactions he has initiated may be carried out, the cost of which is detailed in the Issuer's pricing terms and conditions.

## **IV- Terms and Conditions for the issue and use of the cards**

The terms and conditions for the issue and use of the C2A cards are governed by these General Terms and Conditions.

The Client must guarantee that his employees and/or representatives comply with these General Terms and Conditions and with any Special Terms and Conditions that may be negotiated and signed between the Client and the Issuer.

### **1. Purpose of the card**

The Card is an international automatic authorisation payment card (except for certain toll booths).

It allows the Holder to withdraw cash in national currencies from cashpoints (hereinafter referred to as "cashpoints/ATMs") displaying the "MasterCard" logo.

It also allows the Holder (subject to complying with the French exchange regulations in force) to obtain currency abroad in certain cashpoints/ATMs in "MasterCard" network establishments.

It may also be used to:

- Pay for the purchase of goods or services among Merchants and service providers who are affiliated to the MasterCard payment system and display the "MasterCard" logo;
- Pay, from a distance, [possibly] via a microcircuit, Merchants who are affiliated to the MasterCard payment



system and display the “MasterCard” logo;

**The payment card may not be used to pay for the purchase of goods or services with a view to their resale.**

## **2. Terms and Conditions of issue and use**

All Cards are attached to a sub-payment account, which itself is attached to a payment account.

The Issuer sends the Card(s) to the Client’s head office address or any other address shown on the form requesting the opening of the payment account and the provision of MasterCard automatic authorisation cards, accompanied by a letter, on the back of which is a summary of the good card usage practices which the Client undertakes to comply with and to ensure that all card holders comply with. The confidential code will be sent later in a separate envelope to the Client’s address. The Client then has sole responsibility for giving the Holder the card and confidential code.

The Card remains the property of the Issuer.

The card and/or its number may only be used within the “Mastercard” network system.

The card is strictly personal; the Holder must sign it immediately on receipt. The Holder is strictly prohibited from lending or relinquishing it.

The lack of a signature on a payment card will justify a refusal to accept the card by the Merchant or the receiver of the funds.

## **3. How to use the card**

### **a. Withdrawals from cashpoints/ATMs**

It is possible to withdraw cash up to the limits fixed and notified by the Issuer in the special terms and conditions, or in any document approved by the account holder.

The recorded amounts of these withdrawals, along with any commissions, are debited from the account to which the card is attached within the usual period specific to cash withdrawals.

Prior to making a withdrawal and under his own responsibility, the Client must ensure that there are sufficient funds available in the account. If the balance is insufficient or unavailable, the payment order will not be processed.

### **b. Paying for the purchase of Goods and Services**

The card is a means of payment that must be used only to pay for the purchase of goods that are actually delivered and for services that are actually rendered.

Such payments are possible up to the limits fixed and notified by the Issuer in the special terms and conditions, or in any document approved by the Client.

Payments by automatic authorisation card are made in accordance with the terms, conditions and procedures in force among the Merchants affiliated to the “MasterCard” payment system and displaying the “MasterCard” logo, with a request for automatic authorisation and, apart from exceptions (e.g. distance payment, certain motorway toll booths in

France, Italy, Spain and Portugal) the use of the confidential code.

Where these procedures involve the Holder signing the card, invoice or ticket issued by the Merchant, the Merchant is responsible for checking that the signature matches the specimen on the card.

Settlements presented for collection by Merchants are automatically debited from the account or sub-account to which the card is attached in accordance with the arrangements agreed between the Account Holder and the Issuer in the pricing terms and conditions, or in any document approved by the Account Holder.

The Client authorises the Issuer to debit the sub-payment account to which the card is attached in the light of the records or statements sent by the Merchant for the payment of the purchase of goods or services.

These payments may be made:

- By post, telephone, fax, etc.;
- Where possible, on automatic devices;
- For drawing up invoices for goods or services provided, for which the card or its number has been presented or communicated in advance to the merchant or service provider.

The Client must ensure that, on the day on which he uses the card, the sub-account to which the card is attached contains sufficient available funds. If not, the Issuer will not process the payment order (except for certain motorway tolls in France, Italy, Portugal and Spain). Furthermore, he

undertakes to maintain the provision until the day on which the transaction is debited.

Apart from exceptions, the detailed amount of card payments debited from the account to which the card is attached is shown on a transaction statement that may be consulted electronically.

The Issuer may not be involved in any commercial disputes, i.e. disputes other than those relating to the payment transaction, which may occur between the Client and/or Holder and the Merchant. In no circumstances may the existence of such a dispute justify a refusal on the part of the holder of the account to which it applies to honour his card payments.

If goods or services paid for by bank card are returned, a refund may only be requested from the Merchant if a transaction for an equal or greater amount has been previously debited. If an agreement is reached between the Client and/or Holder and the merchant, the latter may activate the payment terminal to initiate the refund transaction.

### c. **Contactless functionality**

The contactless payment feature allows you to pay, in a matter of seconds, for purchases amounting to less than or equal to €50 by simply placing your card on the payment terminal at equipped merchants (accepting payments without entering the PIN). For security reasons, you may be randomly asked to insert your card into the merchant's payment terminal and enter your secret code, even for purchases amounting to less than €50. The PIN code must also be entered if a maximum



cumulative amount of successive payments of €100 made by Contactless mode is exceeded. You can directly deactivate and reactivate the contactless functionality of your cards by logging into your MyC2A space, under the heading "Card Manager" or by contacting Client Services by e-mail at [Clientservice@c2a-card.com](mailto:Clientservice@c2a-card.com) or by telephone at the following numbers:

- From France: 05.59.59.47.05.05.05
- From abroad: +33 (0)5.59.59.47.05.05.05

#### d. Payments on the Internet

Pay securely with 3D Secure 

On websites displaying the "Verified by Visa"/ "Mastercard Securecode" logos, you will need to enter a Disposable Security Code to validate your payment. This code will be sent to you automatically by SMS to each transaction concerned. To register or manage the phone number on which you will receive your security codes, contact Client Service by email at [Clientservice@c2a-card.com](mailto:Clientservice@c2a-card.com) or by phone at the following numbers:

- From France: 05.59.59.47.05.05.05
- From abroad: +33 (0)5.59.59.47.05.05.05

#### 4. Settling foreign transactions

**The exchange rate applied (or applicable) is the rate in force on the date on which the transaction is processed and not on the date of sale (transaction date) itself.**

Conversion into the national currency or, where relevant, into the Client account

currency, is carried out by the international (and/or national) centre on the day on which the transaction is processed at the centre and in accordance with the "Mastercard" international network exchange terms and conditions.

However, if the Merchant to whom the Holder has made the payment offers a dynamic exchange service at the point of sale, the exchange rate applied is that of the date of sale itself.

Commissions, if any, are fixed and notified by the Issuer (in the special pricing terms and conditions or in any document approved by the account holder and his legal representative.

#### 5. Confidential Code

The confidential code is sent to the Client's address. The Client is solely responsible for handing the card and the confidential code over to the Holder.

The Client guarantees the fact that the Holder takes all necessary steps to ensure the security of his card and the confidential code in accordance with the good usage practices handed over with the card and printed on the back of the letter accompanying the card, and that he keeps his code absolutely secret and does not communicate it to anyone. In particular, he must not write it on the card or on any other document. He must ensure that he enters his code away from prying eyes.

The code is essential when using automatic devices (cashpoints/ATMs, electronic payment terminals, remote terminals) which are designed in such a way that a transaction cannot take place without using the confidential code.

The number of successive attempts to enter the confidential code is limited to 3 (three) on these automatic devices, with the risk that the card may be confiscated or permanently invalidated after the 3<sup>rd</sup> unsuccessful attempt.

Where a remote terminal is used with entry of the confidential code, it is important to check for the presence of the “MasterCard” logo to ensure that the terminal is approved by the “MasterCard” Bank Card Group and to use it only to issue payment orders to pay for the purchase of goods actually delivered and services actually rendered. The Holder must take all steps to ensure that the card code remains secure and confidential.

The Issuer will charge a fee for providing a new confidential code for the bank card, which is shown in the Issuer’s pricing terms and conditions.

## **6. Allocation of responsibilities**

### **a. The Issuer’s responsibility**

The records from cashpoints/ATMs and automatic devices or their reproduction on an electronic medium will constitute proof of the transactions carried out using the card and the justification that they have been charged to the account to which the card is attached.

Proof to the contrary may be provided by any means.

The Issuer will be liable for any direct losses incurred by the Client due to a malfunction in the system over which the Issuer has direct control.

The Issuer will not be held liable for a loss due to a technical breakdown in the payment system if this is notified to the Holder by a message on the device or in any other visible way.

The Issuer’s liability for the incorrect processing of the transaction will be limited to the principal amount debited from the account and the interest on this amount.

The Issuer’s liability will be reduced if the holder of the account and/or the Card Holder have contributed towards the error.

### **b. The Client’s responsibility**

#### **➤ Principle**

The Client is liable for the consequences of the use of the card for as long as he has not cancelled it in accordance with these General Terms and Conditions. He is also liable for the use of the card if the latter has not been returned to the Issuer or if he has not sent the Issuer a certificate of destruction for the card duly signed by a legal representative.

#### **➤ Transactions carried out before cancellation**

If the card is lost or stolen, the Client must cover the cost of these transactions, up to a limit of 50 euros.

He must also cover the cost of these transactions, but with no limit to the amount, in the event of:

- Gross negligence on the part of the Holder;
- Late cancellation, i.e. the card is not cancelled at the earliest opportunity and, in particular,

considering the Holder's card usage habits;

- Use by a member of his family.

➤ **Transactions carried out after cancellation**

The Issuer must cover the cost of these, except for transactions carried out by the Holder or Client.

The Issuer will charge a card cancellation fee, except where the card has been cancelled due to the theft or fraudulent use of the card or the misappropriation of the data linked to its use. In this case, the Issuer will not charge a fee for cancelling the card.

**c. The Card Holder's responsibility**

The Client is held jointly liable for the financial consequences arising from the Holder's responsibility for the safekeeping of the card and the confidential code, and for their use until the card is returned to the Issuer or destroyed in accordance with these General Terms and Conditions and, at the latest, up to the card expiry date.

**7. Card validity period**

The C2A card is valid for a period which expires on the date printed on the card itself. This period is limited due to technical and security constraints but does not influence the open-ended nature of these General Terms and Conditions.

When the card expires, it is automatically renewed unless the Client no longer wishes to provide the Holder with a C2A card. In this case, he undertakes to inform the Issuer in writing at least 3 months prior to the card renewal date. If he fails to do so,

the Client must pay the annual card subscription shown in the Issuer's current pricing terms and conditions.

The card will be cancelled one month after the date on which the Client sent the notification.

The Issuer has the right to withdraw, have others withdraw, limit or prevent the use of the card at any time or not to renew it. In all cases he must notify the Client of the reasons for withdrawing the card. The Client therefore undertakes to return the card on request and may expose himself to sanctions if the Holder continues to use it after he has received notification by ordinary letter of its withdrawal.

If the card is withdrawn by a Merchant or third-party financial institution, the Issuer has the sole right to decide whether or not the card should be returned to its holder.

**8. Communicating information to third parties**

By express agreement, the Issuer is authorised to communicate the information collected under this contract, the information shown on the card and the information relating to the transactions carried out using the card.

This information will be processed automatically or otherwise in order to produce the card, manage its operation and ensure payment security, particularly when the card has been cancelled.

For the above purposes, the information in question may be communicated to credit institutions, the financial institutions referred to in article L 518-1 of the

Monetary and Financial Code (the companies in the Issuer's group), the organisations involved in the manufacture and functioning of the card (subcontractors), Merchants who accept payment by card, the Bank of France and the Mastercard network.

The Issuer may, if necessary, register the information in the Bank Card withdrawals centralisation file managed by the Bank of France, if the account holder(s) is/are notified of the wrongful use of the card. The information is registered for a 2-year period and the Issuer must notify the Client of his registration in the file.

The holder of a card may assert his right to access and correct any information concerning him by contacting the Issuer.

## **9. Services associated with the operation of the card**

### **a. Consulting the dedicated account balance**

The available balance and the payment, and withdrawal, history may be consulted at any time via the Platform.

To access this information, the Client must identify himself by entering his Login and password.

### **b. Recharging the sub-payment account balance**

#### **➤ How to recharge the balance:**

The account may be recharged in two ways:

- Manually:

The Client has the option, at any time, of using the e@count platform to provision the account or sub-account by transferring funds internally from his payment account to his sub-accounts and vice-versa...

As part of the administration of his account, he may also ask the Issuer to set up limits or ceilings, which, in the first case, trigger the automatic provisioning of the sub-account to which the card is attached in order to reach the limit, while, in the second case, it triggers an automatic transfer to adjust the balance of the sub-account to which the card is attached in order to maintain its ceiling. This service will be invoiced in accordance with the pricing terms and conditions in force.

- Automatically:

In this case, the Client simply provisions his payment account. The C2A computer system then automatically feeds the funds into the sub-accounts to which the cards are attached, depending on the authorisations granted and the fees and commissions applied in accordance with the pricing terms and conditions in force. This service will be invoiced in accordance with the pricing terms and conditions in force.

#### **➤ Responsibilities related to the provisioning of accounts and sub-accounts**

The Client is responsible for any provisioning carried out before the card is cancelled.

The Issuer is responsible for any provisioning carried out after the card has

been cancelled, if the card has been returned to the Issuer or a certificate of destruction, duly signed by the company's legal representative has been sent to him.

### **c. Managing the sub-account balance**

The balance available in the sub-payment account belongs to the Client, the holder of the payment account to which it is attached, from the date of signature of this contract and/or its amendments. Therefore, the Client will be refunded the corresponding amounts, less any transactions carried out but not yet debited and any related fees and commissions at the time of the event, in the following cases:

- If the Account Holder requests the closure of the sub-account,
- If the Issuer withdraws the card,
- If the contract is not renewed after the card expiry date.

### **d. Assistance and insurance services**

As part of the use of his Card, the Holder will automatically benefit from the Mastercard medical assistance and repatriation (Appendix 1), fraudulent use of the card (Appendix 2) services described below.

### **e. Using the card to pay motorway toll charges in France, Italy, Spain and Portugal**

#### **➤ Opening a RESERVE account**

The Client is informed that, on part of the motorway network in France, Italy, Spain and Portugal, checks on the sub-account balance are not carried out automatically to

authorise payment, as required by the C2A offer. To cover the risks inherent to this situation, a reserve account will be set up, for which the Client undertakes to provision the sum of 100 € per card held and to maintain a sufficient balance in this reserve account to cover the number of cards that he holds.

The account will be provisioned by SEPA transfer from the Client's payment account. The Issuer will be responsible for allocating the funds to the reserve account.

The balance of this account will be returned at the end of the contractual relationship between C2A and the Client, formalised by the closure of the payment account. The balance in the Client's reserve account will be transferred to the payment account.

#### **➤ Responsibility**

The Client acknowledges and unreservedly accepts that C2A may use all or part of the funds in his Reserve account to cover any transactions and fees attached to these transactions that have not been authorised in advance, if the accounts for the cards used to pay motorway tolls in France, Italy, Spain and Portugal show a debit balance for longer than 5 consecutive working days. If the Issuer uses the said reserve account, the Client undertakes to re-provision it as soon as possible.

The Client acknowledges and unreservedly accepts that C2A may use the funds in the other sub-accounts to offset payments if the constituted reserve is not enough to cover the debit balance.

If payments cannot be offset via the other sub-accounts or the payment account, and if the Client does not re-provision the reserve account within 5 consecutive working days, the Client acknowledges and accepts that C2A will have the right to put a stop on the use of the cards for which the account shows a debit balance.

C2A may not be held liable for any problems, and more particularly the debit position of an account card, linked to the use of C2A cards to pay the motorway tolls concerned.

➤ **Information**

The Client will also receive monthly information. The reserve account will be shown on the account statement to allow the Client to check the month's movements and the balance at the end of each month.

➤ **Non-compliant use**

If the Client does not subscribe to the functionality that allows him to pay motorway tolls in France, Italy, Spain and Portugal and uses the cards without a reserve account, he runs the risk of having to pay the Issuer a contractual flat-rate compensation of 100 € per non-compliant use.

## 10. Sanctions

Any wrongful or fraudulent use of the card or any false statements are punishable by the sanctions provided for by law.

Any false statements or wrongful use of the card may also lead to the loss of benefit of the contract provisions.

The account holder, acting through his legal representative, must cover all the actual fees and expenses incurred in recovering transaction payments via an enforcement order.

## V- Appendices

### 1. Payment card insurance and assistance services

The C2A Mastercard card insures you against accidents and incidents that may occur during your business trips. For further information, please read the full text of the insurance policy in your MyC2A space, "Insurance and Assistance Service linked to C2A payment cards" heading.