

GENERAL TERMS AND CONDITIONS OF SALE AND USE OF TICKET PREMIUM

(European Union, except Germany)

1. Definitions

The words and terms used in these General Terms and Conditions (hereinafter "**GTC**") starting with a capital letter have the meaning given to them below:

Ticket Premium

Means the non-reloadable e-money storage instrument, issued in physical or paperless form, which includes a specific purpose payment instrument. The following information appears on the ticket: the ticket code, the reference number and the validity expiry date. Ticket Premium constitutes e-money; it is issued by the Issuer and distributed by the Issuer and/or a Point of sale. Ticket Premium can solely be used for online payment for goods or services offered by partners. Ticket Premium is a tradename of Ticket Surf International.

Issuer

Means the company Ticket Surf International (TSI), a limited company under French law with share capital of €1,000,000, registered in the Companies Register for Nanterre under number 450 932 710 000 46 with its registered office at 91 boulevard National 92250 La Garenne-Colombes, France. TSI is authorised to issue e-money by the French Supervisory Authority (*Autorité de Contrôle Prudentiel et de Résolution – "ACPR"*), at 61 rue Taitbout, 75436 Paris Cedex 09. TSI has code CIB 16118; its authorisation is available on-line at www.regafi.fr. TSI is subject to the regulations on e-money provided for notably in the French Monetary and Financial Code, and is placed under the supervision of the ACPR.

User

Means the competent adult who is the legal holder of a Ticket Premium, using this Ticket Premium to make payments to buy Partners' Services.

Customer Space

Means the User's personal space on the website www.ticket-premium.com allowing the purchase of Ticket Premium online and gives access to premium functionalities. These functionalities are available for Users who sign up as enlisted clients of TSI following the process described at article 14.3 hereunder.

Point of sale

Means any physical sales outlet forming part of the distribution network authorized by the Issuer. A list of these can be found at www.ticket-premium.com.

Code

Means the identification code made up of 11 alphanumeric characters or 16 numeric characters featuring on the Ticket Premium.

Partners

Means the seller internet site(s) accepting Ticket Premium as a means of payment for the goods or services that they offer. A list of Partners is available at www.ticket-premium.com.

Services

Means the goods or services offered by the Partners' seller websites.

2. Purpose

- 2.1 These GTC govern the terms and conditions of sale, use and refunds relating to Ticket Premium.
- 2.2 The Ticket Premium is personal and non-transferable.
- 2.3 The purchase and/or use of Ticket Premium entails full acceptance of these General Terms and Conditions by the User.

- 2.4 These General Terms and Conditions are available from the Points of sale and may be viewed and downloaded at www.ticket-premium.com. On request, a hard copy will be sent to the User.

3. Buying a Ticket Premium

- 3.1 Purchase of Ticket Premium is exclusively reserved for competent adults.

Limits on loading a Ticket Premium

- 3.2 Ticket Premium maximum storage capacity is limited to €250.
- 3.3 Depending on whether the Ticket Premium is purchased online or at a Point of sale, it may be loaded by the User.
- with a sum corresponding to one of the set amounts proposed by the Issuer. The set amounts may be changed at any time by the Issuer within the framework of its sales policy. The User shall be informed of any changes to set amounts by an update of the General Terms and Conditions on the website www.ticket-premium.com or at a Point of sale for purchase of a Ticket Premium;
 - for a sum corresponding to an amount freely defined by the User within the limit defined here-above.

Purchase at Points of sale

- 3.4 Ticket Premium is sold at Points of sale, a list of which can be found at www.ticket-premium.com. The User is required to check that the Point of sale where he buys a Ticket Premium is included on the list of Points of sale. The list of Points of sale is subject to change without notice and the Issuer endeavours to keep this list up-to-date; however, it may not be held responsible in the event of any delay in updating this list.
- 3.5 The Issuer accepts no responsibility regarding the validity of a Ticket Premium that has not been purchased from a Point of sale included on the list available at www.ticket-premium.com.
- 3.6 Ticket Premium Codes may be purchased at Points of sale for predetermined set amounts of €25, €50, €100, €150 or €250 using payment instruments accepted by the Point of sale.
- 3.7 On the purchase of the Ticket Premium, the Point of sale prints out and gives the User a paper ticket, on which the Code, a reference number and an expiry date are printed. The User must check that the paper ticket includes this information.
- 3.8 The User must keep the Code and reference number for his Ticket Premium confidential and in a safe place. The User is advised that the information printed on the Ticket Premium may rub off if the paper ticket is not kept carefully, or kept for too long. The User alone is responsible for any consequences of deletion, loss or disclosure of the information featuring on his Ticket Premium.

Purchase Online

- 3.9 Ticket Premium can be purchased online at www.ticket-premium.com. Ticket Premium Codes purchased online may be loaded with a predetermined set amount of €25, €50, €100, €150, €250 or with an amount chosen by the User to the nearest euro, for a minimum amount of €10.
- 3.10 The online purchase of a Ticket Premium is made with a payment card. The transaction is completed online through a 3D Secure type authentication procedure. The Code is shown on the current page at the end of the transaction (with the option of generating a PDF document to print out or save) and sent by text. For security reasons, the purchase of more than one Ticket Premium using more than one bank card by the same User may be refused.
- 3.11 The User will be asked for the reference number received by e-mail along with the Code displayed on the screen and sent by text in order to make purchases or get refunds. The User must be kept the information confidential and in a secure place. The User alone is responsible for any consequences of deletion, loss or disclosure of the information sent by

text or e-mail. The Issuer may not therefore be held responsible for the loss or theft of the Ticket Premium and may not in any way be required to issue a refund for transactions completed using a Ticket Premium.

- 3.12 The Issuer may request any additional information and/or document concerning the User and the transactions, before completing any sale or use of Ticket Premium, or authorising any request from the User. The Issuer may suspend or refuse any service in the event of an unsatisfactory response. The Issuer endeavours to give the reason for suspension or refusal, insofar as this is authorised by current legislation, particularly on the prevention of money laundering and financing of terrorism. The Issuer may not be held liable nor shall it pay any damages in this respect.

4. Duration

Each Ticket Premium is valid for 9 months. The expiry date is mentioned on the Ticket Premium or can be found at www.ticket-premium.com.

5. Use of Ticket Premium

- 5.1 Ticket Premium may be used to buy Services exclusively from Partners accepting the Ticket Premium payment solution, a list of which can be found at www.ticket-premium.com. The list of Partners is subject to change without notice and the Issuer may not be held responsible in the event of any delay in updating this list. Ticket Premium is intended to be used only to purchase goods or services.
- 5.2 Use of Ticket Premium is exclusively reserved for competent adults.
- 5.3 Ticket Premium is divisible and therefore may be used for making several payments until the balance is used up. Ticket Premium may be used by several Users under Article 6.16. The User must make sure that the balance of his Ticket Premium Code(s) is sufficient to cover purchase of Services. Failing this, the transaction will be refused.
- 5.4 In order to pay Partners using Ticket Premium, the User must go to www.ticket-premium.com to find details of the purchase procedure (and where applicable, the procedures specific to some Partners), along with any applicable additional costs. In all cases, the User must use the Code to make the payment.
- 5.5 Before entering the Code on the seller's site, the User is required to check that this seller is one of the Partners.
- 5.6 By entering the Code, the User irrevocably authorizes the Partner to immediately request payment of the amount for the Service and irrevocably authorizes the Issuer to debit the Ticket Premium used and to pay the Partner.
- 5.7 The User is advised that the transaction may be interrupted for reasons beyond the Issuer's control (such as interruption in communication, network failure, abandonment of transaction pending by the User, etc.). In this case, the Ticket Premium is temporarily frozen for a short time. The balance is not debited.
- 5.8 After the User has entered the Code, the Issuer checks the validity of the Code and that there are sufficient funds. If these checks allow payment, the Issuer confirms payment.
- 5.9 Using the Ticket Premium registered it automatically on the Customer Space. The balance on a Ticket Premium can be viewed online, free of charge (except for internet connection charges) at www.ticket-premium.com in the Customer Space. Should the Ticket Premium being used by many Users, it will be registered in the Customer Space of each User. Its balance can then be viewed by each User.
- 5.10 The balance, record of transactions and costs debited from a Ticket Premium may also be issued on simple request by telephoning the following number: 01 82 97 05 01 or by sending an email to the following address: contact@tsi-payment.com.
- 5.11 The User may also ask the Issuer to send, at no cost and in hard copy format, a statement of transactions completed with the Ticket Premium.
- 5.12 Ticket Premium may not be exchanged, sold on or credited to a bank card or account; nor may it be discounted.

- 5.13 Any selling on of Ticket Premium is forbidden without the Issuer's express consent. Any transfer of a Ticket Premium, for consideration or free of charge, is forbidden. In particular, it is forbidden to sell or buy Ticket Premium Codes using unauthorised websites, notably "second-hand sites".
- 5.14 The e-money available on the Ticket Premium does not accrue interest or confer any benefit linked to the duration of possession of e-money.
- 5.15 The User undertakes not to use the Ticket Premium payment solution for illegal purposes.

6. Acceptable evidence

The data recorded by the Issuer's computer system, complemented by data from the payment systems involved in transactions, shall, barring evidence to the contrary, constitute proof of the Ticket Premium purchases made by the User at www.ticket-premium.com and purchases made by the User with the Partners.

7. Refunds

- 7.1 The User may ask at any time to be refunded the balance of a Ticket Premium. Refunds are given at the face value of the e-money units. Where applicable, refund charges, as defined in Article 9 of these GTC, may be applied.
- 7.2 The User may choose to be refunded by bank transfer to a bank account or a payment account opened in the User's name. Refunds are sent by the Issuer within 30 days. If the User would like to be refunded in cash, he must contact the Issuer to reach an agreement on the appropriate measures. The User is advised that Points of sale are not authorised to issue refunds in cash.
- 7.3 In all cases, to be refunded the balance of the Ticket Premium, the User must send the Issuer a written request, stating the balance to be refunded, accompanied by:
- a legible copy of the Ticket Premium or, if the Ticket Premium is sent by text, the corresponding Code,
 - the BIC/IBAN (bank identity code) of the account in which the User would like to receive the balance of the Ticket Premium, if the refund has been requested by transfer,
 - a copy of both sides of a valid official identity document held by the User, showing his photograph,
 - the User's full name and address (street, street number, town, postcode and country).
- 7.4 The request for a refund must be sent to the following address: Ticket Surf International, After-Sales Department, 91 boulevard National 92250 La Garenne-Colombes, France.
- 7.5 Where applicable, charges relating to the refund are billed, as defined in Article 9 of these General Terms and Conditions. These charges shall be deducted by means of offsetting with the balance of the Ticket Premium.
- 7.6 The Issuer may request any additional information and/or document concerning the User and the transactions, before issuing any refund. The Issuer may suspend or refuse a refund in the event of an unsatisfactory response. The Issuer endeavours to give the reason for suspension or refusal, insofar as this is authorised by current legislation, particularly on the prevention of money laundering and financing of terrorism. The Issuer may not be held liable nor shall it pay any damages in this respect.

8. Charges

- 8.1 In accordance with Articles 11.4, 11.5, and 11.6 of European Electronic money Directive (n° 2009/110/EC) and national transpositions (such as article L. 133-31 of the French Monetary and Financial Code), charges resulting to refunds shall be applied only in the following instances:

- The application for a refund is prior to the Ticket Premium expiry date, namely, the period stated on the Ticket Premium, within the meaning of Article 5 of these GTC;

- The User cancels these General Terms and Conditions and the General Terms and Conditions, where applicable, before the expiry date on the Ticket Premium within the meaning of Article 5 of these GTC.
- The User applies for a refund more than one year and a day after the deadline stated on the Ticket Premium, within the meaning of Article 5 of these GTC.

8.2 The following refund charges shall be applied to Ticket Premium Codes :

- Refund charges are €6, to be deducted directly from the balance of the Ticket Premium.

8.3 Handling charges of €6 per month are deducted from the balance of any Ticket Premium which has not been used in full one year and a day after the deadline stated on the Ticket Premium, within the meaning of these GTC.

9. Cooling Off Period

9.1 In the case of purchase of the Ticket Premium at www.ticket-premium.com, the User has the right to withdraw, at no charge and without having to give reasons, for 14 days as from the date of purchase of the Ticket Premium. If this period ends on a Saturday, a Sunday, an official holiday or a public holiday, it is extended to the next business day.

9.2 To exercise this right of withdrawal, the User must send a letter to the following address: Ticket Surf International, 91 boulevard National 92250 La Garenne-Colombes, France, or an e-mail to contact@tsi-payment.com. The User must quote the reference number shown on his Ticket Premium. The User may only exercise this right of withdrawal for the outstanding balance on the Ticket Premium after deduction of purchases made, where applicable.

9.3 As from receipt of the request for withdrawal, validly submitted by the User, the Issuer shall proceed with a refund on the Ticket Premium, under the conditions set out in Article 7 of these GTC.

10. Loss, theft and blocking of the Ticket Premium

10.1 After execution of any Ticket Premium transaction, the sums relating to these transactions may not be refunded to the User, even in the case of loss or theft of the Ticket Premium or of information relating to the Ticket Premium, and in particular, the Code.

10.2 If the User suspects the Ticket Premium has been lost or stolen, or if it has been lost or stolen, he must notify the Issuer as promptly as possible, doing so by calling 01 82 97 05 01 (France) or by sending an e-mail to contact@tsi-payment.com.

10.3 As from execution of this notification by the User, the Issuer will block use of the Ticket Premium forming subject of the notification. The outstanding balance available on Ticket Premium voucher(s) at the time of execution of notification by the User may be refunded to the User or charged to a new Ticket Premium issued by the Issuer.

11. Amendment of the General Terms and Conditions - Assignment

11.1 The Issuer reserves the right to amend these GTC (including the charges defined in Article 9 or assignment of the contract to any company designated by the Issuer), by setting out the changes at www.ticket-premium.com two (2) months before they come into force.

11.2 The User may object to these amendments at any time within the 2-month period. By objecting to the new General Terms and Conditions, the User is terminating the contract with immediate effect. In this case, the stipulations in Article 8 shall apply.

11.3 If the User does not object, the amendments are deemed accepted and the new online GTC shall prevail over the previous GTC, notably in their printed version.

12. Complaints - Ombudsman

12.1 Any reasoned complaint may be made online via an after-sales service module accessible at <http://www.ticket-premium.com> or submitted in writing to: Ticket Surf International, After-Sales Department, 91 boulevard National 92250 La Garenne-Colombes, France.

12.2 In accordance with Article L. 316-1 of the French Monetary and Financial Code, on receipt of the complaint, if the aforementioned complaint is unsuccessful, the User may refer the matter to the Ombudsman at the following address: The Ombudsman of the ASF (French Association of Financial Companies), 75854 Paris cedex 17, France.

12.3 The Ombudsman is required to rule within two months of referral of the matter to him. The findings and statements gathered by the Ombudsman may not be furnished or invoked in the proceedings without the parties' consent. This mediation procedure is free.

13. Disputes with sellers

13.1 The Issuer accepts no liability regarding the Services paid for using Ticket Premium. It is for the User to settle directly with the Partner or the seller's site at issue any dispute of any kind in connection with the Service or the goods or services sold on the seller's site.

13.2 Refunds on a Service paid for using the Ticket Premium payment solution depends on the terms and conditions of use of the Partner concerned. The User must make inquiries with the Partner. According to the terms and conditions defined by the Partner, this refund may give rise to the issue of a new Ticket Premium by the Issuer in favour of the User.

14. Rules on the prevention of money laundering and the financing of terrorism

14.1 The Issuer is subject to all French regulations on the prevention of money laundering and the financing of terrorism.

14.2 Ticket Premium is a non-reloadable payment instrument. It may be purchased within the limits authorized by the regulation in force, namely, a maximum of €250 per Ticket Premium.

14.3 The Issuer shall check the identity and status of the User and of his transactions, based on documentary evidence of identity and any other document it shall deem fitting to this end, in accordance with the provisions currently applicable particularly in the following cases:

- When the User makes a request for a refund;
- When the occasional User of Ticket Premium enter a lasting relationship with the Issuer by repeated buying of Ticket Premiums;
- At any time, when the Issuer suspects money laundering or the financing of terrorism;
- In all the other cases provided for in this document and the legislation currently in force.

15. Liability

15.1 The Issuer accepts no all liability in the event of use of Ticket Premium on a site that does not belong to the Partners, a list of which is available at www.ticket-premium.com.

15.2 The Issuer is liable only for the direct damage sustained by the User, and this, within the limit of the outstanding balance on the Ticket Premium, to the exclusion of all indirect damage such as, for example, harm to reputation.

15.3 The Issuer's liability may not be engaged should non-fulfillment or delay in fulfillment of its obligations result from force majeure within the meaning usually applied by French courts.

15.4 Since use of Ticket Premium requires use of the internet and mobile networks, the User recognizes that he is aware of (i) the nature of the internet and the mobile networks and in particular, their technical performance and the response time necessary to view or access information relating to Ticket Premium and (ii) the relative technical reliability of data transmission on these networks, such transmission occurring on heterogeneous networks with diverse technical characteristics and capacities, which may sometimes be overloaded or inaccessible. The Issuer is not responsible for temporary problems and/or temporary lack of access in viewing the balance of the Ticket Premium electronically.

15.5 Similarly, the Issuer does not guarantee permanent availability of the Points of sale and the Partners. In addition, its liability is expressly excluded should a Point of sale refuse to accept payment for a Service with a Ticket Premium.

16. Personal data

- 16.1 The Issuer is responsible for the processing of Users' personal data, and guarantees the security and confidentiality of that information, in accordance with the regulation on the protection of personal data and professional secrecy.
- 16.2 The creation of a Customer Space, the purchase of a Ticket Premium at www.ticket-premium.com or the use of a Ticket Premium may give rise to the collection, processing and storage of personal information concerning the User, in order to allow the transmission of information about Ticket Premium and management or refunds of Ticket Premium Codes, and for fulfilment of the Issuer's statutory, professional and contractual obligations.
- 16.3 This information is intended for the Issuer, who reserves the right to pass this information onto its subcontractors for the reasons set out above. Under the Data Processing Law of 6 January 1978, amended in 2004, the User has a right of access and correction concerning the information relating to him. This right may be exercised by sending a written request to Ticket Surf International, 91 boulevard National 92250 La Garenne-Colombes, France.
- 16.4 The User is advised that, in accordance with the banking regulations, the information relating to the Customer Space is kept for 5 years after the end of the contractual relationship between the User and the Issuer.

17. Suspension - cancellation

- 17.1 The Issuer reserves the right to block the Ticket Premium and/or to cancel these General Terms and Conditions with immediate effect in the case of failure by the User to comply with these General Terms and Conditions, suspicion of fraud or illegal use of the Ticket Premium, or in order to fulfil a statutory or regulatory obligation, without prejudice to any other rights and redress.
- 17.2 The User may cancel these General Terms and Conditions at any time. To do so, he must contact contact@tsi-payment.com. Cancellation takes immediate effect. The User's Ticket Premium Codes are then immediately blocked and can no longer be used to complete a transaction.
- 17.3 After cancellation, for whatever reason, the User may request a refund of his Ticket Premium voucher(s) under the conditions in Article 8 above. The refund charges provided for in Article 9 shall apply.

18. Customer Space

The User of a Customer Space can acquire one or more Ticket premium Codes for a capped amount of 250€ par Ticket and transaction.

19. Intellectual property

The Issuer remains owner of all intellectual property rights linked to Ticket Premium.

20. Communication

Communication between the Issuer and the User shall be in French .

21. Applicable law and courts with jurisdiction

These GTC are governed by French law. If an out-of-court agreement is not reached in the framework of the mediation procedure defined in Article 13 of these GTC, any dispute arising on the occasion of this contract, regarding its interpretation or its execution, shall come under the courts with jurisdiction of Nanterre.

22. Protection of funds

All funds collected in consideration for the issue of e-money by the Issuer are protected under the provisions set out in Article L. 526-32 of the French Monetary and Financial Code.