



GENERAL TERMS AND CONDITIONS OF SALE AND USE OF TICKET PREMIUM

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 Transaction Services International.

Payment Solution

Refers to the set of rules allowing for the processing, clearing and/or settlement of payment transactions with a Ticket Premium.

Issuer

Means the company WARI PAY, a limited company under French law with share capital of € 1.690.528 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. WARI PAY 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. WARI PAY has code CIB 16118; its authorisation is available on-line at www.regafi.fr. WARI PAY 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.

Customer Space

Means the User's personal space on the website www.ticket-premium.com allowing the purchase of Ticket Premium online.

User

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

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

Limits on loading a Ticket Premium

- 3.1 **Ticket Premium** maximum capacity is limited to €150.
- 3.2 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, which the User accepts. The User shall be informed of any changes to set amounts, by an update of the General Terms and Conditions on the site www.ticket-premium.com and at the latest, by visiting the website 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

- 3.3 **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.
- 3.4 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.
- 3.5 **Ticket Premium** vouchers may be purchased at Points of sale for predetermined set amounts of €25, €50, or €100, using payment instruments accepted by the Point of sale.
- 3.6 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.
- 3.7 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

- 3.8 **Ticket Premium** can be purchased online at www.ticket-premium.com. **Ticket Premium** vouchers purchased online may be loaded with a predetermined set amount of €25, €50, or €100, or with an amount chosen by the User to the nearest euro, for a minimum amount of €10.
- 3.9 The online purchase of a **Ticket Premium** is made with a payment card. The transaction is completed online through a 3DSecure 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.
- 3.10 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. This information must be kept confidential and in a safe 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.

- 3.11 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 and charges

- 4.1 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 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 voucher(s) is sufficient to cover purchase of Services. Failing this, the transaction will be refused.
- 5.3 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.
- 5.4 Before entering the Code on the seller's site, the User is required to check that this seller is one of the Partners.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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 (France) or by sending an email to the following address: contact@wari-pay.com.
- 5.10 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.
- 5.11 Ticket Premium may not be exchanged, sold on or credited to a bank card or account; nor may it be discounted.
- 5.12 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 vouchers using unauthorised websites, notably "second-hand sites".

- 5.13 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.
- 5.14 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 purchases made by the User with the Payment Solution 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 4 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: Transaction Services International, After-Sales Department, 91 boulevard National 92250 La Garenne-Colombes, France.
- 7.5 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. Fees

- 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** vouchers:

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

8.3 Handling charges of €10 per month are deducted from the balance of any Ticket Premium which has not been used after the deadline stated on the Ticket Premium, until the any refunds request. These charges shall be deducted by means of offsetting with the balance of the Ticket Premium.

9. Amendment of the General Terms and Conditions - Assignment

9.1 The Issuer reserves the right to amend these GTC, by setting out the changes at www.ticket-premium.com two (2) months before they come into force.

9.2 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.

9.3 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.

10. Complaints - Ombudsman

10.1 Any reasoned complaint may be made online at contact@wari-pay.com or submitted in writing to: Transaction Services International, After-Sales Department, 91 boulevard National 92250 La Garenne-Colombes, France.

10.2 In accordance with Article L. 316-1 of the French Monetary and Financial Code, on receipt of the complaint, if the afore mentioned 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.

10.3 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.

11. Disputes with sellers

11.1 The Issuer accepts no liability regarding the Services paid for using the Payment Solution. The User shall settle directly with the Partner or the seller's site any dispute of any kind in connection with the Service or the goods or services sold on the seller's site.

11.2 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.

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

12.1 The Issuer is subject to applicable national regulations on the prevention of money laundering and terrorism financing.

12.2 Ticket Premium is a non-reloadable payment instrument. It may be purchased within the limits authorized by the regulation in force. Ticket Premium requires the identification of the User.

12.3 The Issuer shall verify 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;

- At any time, when the Issuer suspects money laundering or the financing of terrorism;
- In all the other cases provided for in this document; by the legislation currently in force and by the Issuer's policy for the prevention of money laundering and terrorism financing.

12.4 The USER recognizes being informed by WARI PAY and agrees to obey the legislation providing that a payment made to French debtors in France with electronic money issued in France is legally capped when carried out to perform a single debt. The debt to be paid must be not higher than EUR 3000 when the User is a French Tax resident or is acting on behalf of a business activity (French Monetary and Financial Code, article L. 112-6). The high limit is EUR 10000 when the USER is not a French Tax resident and is not acting on behalf of a business activity. **If the transaction takes place outside of France, these provisions do not apply.**

13. Liability

13.1 The Issuer shall only be liable for the direct damage sustained by the User, and this, within the limit of the amount of the Transaction or of the funds stored on the e-money device, to the exclusion of all indirect damage such as, for example, harm to reputation.

13.2 The Issuer and its Points of sale and subcontractors shall make their best efforts to provide a continuous, quality service to the User. However, the Issuer does not guarantee the ongoing availability of the Point of sale and the Partners. In addition, the Issuer's liability is expressly excluded should a Point of sale refuse to accept payment for a Service with a **Ticket Premium**.

13.3 The Issuer shall make its best efforts to provide a service to the User under optimal security conditions. However, the Issuer shall not be held liable for failures in the security of the service outside its control, particularly due to the User or any third party involved in the execution of the service or the Transactions and particularly the Partner as part of Onsite Transactions. The Issuer disclaims all liability for failures of third parties involved in the performance of the service and the Transactions: other payment service providers, payment system operators, telecommunications operations, merchants, postal services, etc.

13.4 Since use of the Payment Solution 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 Payment Solution 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 Payment Solution electronically.

13.5 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.

13.6 The Issuer shall not be held liable for breach of contract where such breach directly or indirectly results from the application of legal obligations provided for by national or European laws of any nature, including but not limited to obligations related to the fight against money laundering and the financing of terrorism.

13.7 The Issuer disclaims all liability as to the goods and services paid for using the Payment Solution. Any dispute pertaining to such goods or services must be settled directly with the Partner in question.

14. Protection of personal data

14.1 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. The Issuer has made available on its web sites for the User and any concerned person, in **WARI PAY's Policy of confidentiality and protection of personal data**.

14.2 The subscription, funding, and use of this Service shall result in the collection, processing, and retention of personal information about the User. The collected information shall be electronically processed in order to proceed with the Payment solution and subsequent transactions, provide the services requested by the User, and prevent money laundering, terrorism financing, and fraud.

- 14.3 The data is intended for the sole processing of the Issuer, who reserves the right to pass this information onto its subcontractors for the reasons set out above. The User has a right of access and correction concerning the information relating to him. This right may be exercised through the process described in **WARI PAY's Policy of confidentiality and protection of personal data**.
- 14.4 The User agrees to be contacted by the Issuer as part of the quality control of the service or by a representative specially designated for this purpose. The personal data of the User will not be transmitted to third parties for the purpose of commercial prospection, without the prior consent of the User.
- 14.5 The Issuer retains the right to subcontract part of its customer services outside the European Union. The Issuer will then implement legal and technical provisions to guarantee the security of the data. The use of the product constitutes consent to such a processing. The User can decide to oppose the transfer of the personal data outside the UE.

15. Suspension - cancellation

- 15.1 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.
- 15.2 The User may cancel these General Terms and Conditions at any time. To do so, he must contact contact@wari-pay.com. Cancellation takes immediate effect. The User's **Ticket Premium** vouchers are then immediately blocked and can no longer be used to complete a transaction.
- 15.3 After cancellation, for whatever reason, the User may request a refund of his **Ticket Premium** voucher(s) under the conditions in Article 7 above. The refund charges provided for in Article 4 shall apply.

16. Intellectual property

- 16.1 The Issuer shall retain exclusive, full ownership of all intellectually property rights attached to Payment Solution and the associated services, such as the software, website, domain names, trademarks, logos, or other related distinctive symbols held by the Issuer.
- 16.2 No rights of any kind shall be transferred or licensed to the User.

17. Communication

- 17.1 Communications between the Issuer and the User shall be carried out in English or French.
- 17.2 Notifications sent to the User about these general terms and conditions shall be considered validly transmitted when they are sent to the email address provided in accordance with the execution of the transactions.
- 17.3 Notifications sent to the Issuer shall be considered validly transmitted when they are sent to the following addresses:
- email: contact@wari-pay.com
 - postal address: 91 boulevard National 92250 La Garenne-Colombes, France.
- 17.4 The Issuer's customer service department is available Monday to Friday from 9:30 a.m. to 12:30 p.m. and 2:00 p.m. to 6:00 p.m. on 01 82 97 05 01.

18. Applicable law and courts with jurisdiction

- 18.1 These terms and conditions are governed by French law.
- 18.2 Any substantiated complaint can be made online using an after-sales service module available at contact@wari-pay.com or sent in writing to: WARI PAY, Service Après-Vente, 91 boulevard National 92250 La Garenne-Colombes, France.
- 18.3 In accordance with Article L. 316-1 of the French monetary and financial code, upon receipt of the complaint, in case of failure of the aforementioned complaint, the User may refer the matter to the mediator at the following address: Monsieur le Médiateur de l'ASF (Association française des sociétés financières) 75854 Paris Cedex 17. The mediator is required to give a ruling within a two-month period starting from the referral. Facts and statements collected by the mediator may not be produced or cited in further proceedings without approval from both parties. This mediation procedure is free of charge.
- 18.4 If the parties fail to reach an amicable agreement, any dispute arising in connection with this contract, its interpretation, or its performance shall be subject to the jurisdiction of the courts of Nanterre, unless otherwise provided under consumer law.

19. 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.

20. Cooling Off Period

- 20.1 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.
- 20.2 To exercise this right of withdrawal, the User must send a letter to the following address: Transaction Services International, 91 boulevard National 92250 La Garenne-Colombes, France, or an e-mail to contact@wari-pay.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.
- 20.3 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 8 of these GTC.

21. Loss, theft and blocking of the Ticket Premium

- 21.1 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.
- 21.2 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 or by sending an e-mail to contact@wari-pay.com.
- 21.3 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 the notification by the User may be refunded to the User or charged to a new **Ticket Premium** issued by the Issuer.