



General Terms and Conditions of Service

<https://www.mooncard.com/>

MOONGROUP SAS General Terms and Conditions of Service

As of 01/03/2023

Article 1 - Definitions

‘Mooncard Business Subscription’: means the subscription whose price depends on the client company’s number of employees, and which allows the client to benefit from a dedicated Mooncard Account as well as access to the Mooncard platform associated with it. The Client may create and associate User Licences with the Mooncard Business Subscription.

‘Mobile Application’: means the Mooncard application available on the App Store and Google Play.

‘Mooncard Card’: means the prepaid Visa® Corporate payment card, managed by Paynovate as the Supplier's partner, whose payments are charged to the Mooncard Account.

‘Virtual Card’: means a Visa® Corporate reloadable prepaid virtual means of payment, managed by Paynovate as a partner of the Supplier, whose payments are charged to the Mooncard Account and which can be used for one-time or recurring purchases on the Internet.

‘Client’: means the company which, in the course of its professional activity, makes a purchase or subscribes to Services, where applicable for the benefit of identified Users.

‘Mooncard Account’: means the Client's ring-fenced account opened with the Supplier, specifically dedicated to the charging of the Client's business expenses, as well as those of Users, where applicable.

‘Contract’: means these General Terms and Conditions, Annexe 1 ‘General Terms and Conditions for AIR FRANCE-KLM Flying Blue advantages for Mooncard Cards’, Annexe 2 relating to the Pricing Schedule, Annexe 3 relating to the Personal Data Processing Agreement, Annexe 4 relating to the AIG General Terms and Conditions of Service, Annexe 5 relating to the General Terms and Conditions for the Concierge Service, Annexe 6 relating to the General Terms and Conditions for the Paynovate Service, and any other contractual document applicable according to the method of

conclusion of the contract determined between the Parties.

‘Personal Data’: means any data that directly or indirectly identifies a natural person.

‘Mooncard User Account’: means the personal access to the Services, via the Site or the Mobile Application, respectively made available to the Client and its Users by the Supplier. Each Mooncard User Account is protected by an identifier and a password unique to its holder.

‘Funds’: means the monetary sum paid by the Client into their Mooncard Account, prior to any use of the Virtual Cards and Mooncard by them or their Users, from which are debited any expenses related to the use of these Cards at authorised merchants.

‘Supplier’: means Mooncard, a commercial name for the company Moongroup, a simplified joint stock company with a share capital of 204,786, registered in the Paris Trade and Companies Register under number 818 620 783, intra-community VAT number FR 65 818 620 783, whose registered office is located at 68 rue du Faubourg Saint-Honoré 75008 Paris, acting as an agent of Paynovate and approved by the Autorité de Contrôle Prudentiel et de Résolution (‘ACPR’), located at 4 Place de Budapest CS 92459 75336 Paris Cedex 09, as an electronic money institution under number 89380. This approval can be consulted on the ACPR website in the Register of Financial Agents (REGAFI): www.regafi.fr.

‘Pricing Schedule’: means the document containing the tariffs for the Services and appearing in Annexe 2 hereto.

‘Mooncard User Licence’: means the user licence granted by the Supplier to the User.

‘Parties’: means the Supplier on the one hand, and the Client on the other hand, including the Client Manager, as well as any User of the Website/Mobile Application.

‘Paynovate’: means Paynovate, the limited liability company under Belgian law, located at Cantersteen 47, 1000 Brussels, an electronic money issuer regulated by the National Bank of Belgium and

holder of a European passport, registered with the Crossroads Bank for Enterprises under number BE 0506 763 929.

‘Data Subjects’: means the natural persons whose Personal Data are processed by the Supplier, in particular the Users.

‘Platform’: means the Mooncard software and all associated intangible Services.

‘Services’: means all the services (material and immaterial) offered by the Supplier, including in particular: the opening of the Mooncard Account; the training courses on processing expense reports; the services for paying business expenses via the virtual Mooncard User Licence or with a card; the services for managing expense reports; the services for storing expense reports, receipts, proof of payment and invoices; the analytical statistical services and the services offered by the Mobile Application.

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

‘Client Manager’: means the natural person with a legal mandate to act in the name and on behalf of the Client.

‘Site’: refers to any of the Supplier's websites, accessible at the following URLs:

<https://www.mooncard.co/>,

<https://app.mooncard.co/>,

As well as all their pages.

‘User’: means any person identified as a beneficiary of the Services by the Client to the Supplier; the User is the holder of a Mooncard User License and user of the Sites/Mobile Application.

Article 2 - Conclusion of the Contract

The methods of concluding the Contract between the Supplier and the Client may be as follows:

1) the Client contracts directly online with the Supplier by following the order process of the Site/Mobile Application, or

2) the Client contracts by accepting and signing a quote drawn up by the Supplier (hereinafter the ‘Quote’) to which these General Terms and Conditions are attached, or

3) the Client contracts by accepting and signing an ad hoc agreement negotiated with the Supplier, to which the General Terms and Conditions are attached.

The Parties expressly declare that in the context of the conclusion of the Contract and of any contractual document, simple or advanced electronic signatures (two-factor identification), such as those offered by trust service Suppliers qualified by the ANSSI, pursuant to Decree no. 2010-112, shall have the value of a handwritten signature.

The Supplier may, at its own discretion and without having to give reasons for its decision, refuse any request to open a payment account. This decision shall in no case give rise to damages. The applicant will be notified of this decision by e-mail.

Article 3 - Purpose of the General Terms and Conditions of Service

The purpose of these General Terms and Conditions of Service (hereinafter, the ‘General Terms and Conditions’) is to govern the contractual relationship between the Parties, and in particular the terms and conditions under which the Supplier offers its Services to the Client. In particular, the Client may subscribe to one or more Mooncard Business Subscriptions and one or more Mooncard User Licences for the benefit of authorised Users, in order to enable them to pay their business expenses, via the Mooncard Card or Virtual Card. Prior to this, they must subscribe to a Business Subscription allowing them to monitor Users' expenses, and to manage and integrate the accounting of their business expenses, via a software accessible through their Mooncard User Account or via the Mobile Application. The General Terms and Conditions are available on the Site in a printable format and from the Mobile Application.

A printed version of the General Terms and Conditions may be communicated by the Supplier, at the request of the Client or a User.

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

- by email address: support@mooncard.co;

- by telephone: +33 1 79 75 11 91

Article 4 - Acceptance of the General Terms and Conditions

The unreserved acceptance of the General Terms and Conditions by the Client and each User is a mandatory prerequisite for the use of all Services, including the creation of a Mooncard Account and/or a Mooncard User Account. The Client and each User acknowledge that they have fully read the General Terms and Conditions and any other contractual document.

Initial acceptance of the General Terms and Conditions may be made via the Site/Mobile Application. It consists, for the Client Manager and for each User, in ticking the boxes corresponding to the phrases of acceptance of the General Terms and Conditions, such as: *'I acknowledge having read and accepted the General Terms and Conditions of Service'*. The Client Manager and each User will thus be deemed to have signed the General Terms and Conditions.

The Client Manager acknowledges the value of the Supplier's automatic recording systems as proof and, unless they can prove otherwise, waives the right to contest them in the event of a dispute.

Each Client or User acknowledges that they have the legal capacity to accept these General Terms and Conditions.

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

Any proposed changes to these General Terms and Conditions shall be communicated to the Client on paper or any other durable medium, at the latest one month before the envisaged date of application. If the Client does not challenge the Supplier before the date of application of the changes, this shall constitute acceptance of the changes. The new General Terms and Conditions will also be presented to the Client and Users at the time of their first connection for one month following their entry into force.

In the event of disagreement, the Client has the possibility, without any penalty, of requesting the

cancellation of any options to which they subscribed and of blocking their access under the conditions specified in article 16. If the User disagrees with the new General Terms and Conditions, access to the Services will be blocked by Mooncard without any change to the pricing of the Services and the Contract being made for the Client.

The User is hereby informed that the use of the Site/Mobile Application and the Services is exclusively reserved for professionals (within the meaning of point 3 of the introductory article of the French Consumer Code), who are of age or emancipated minors, and who have full legal capacity. The Client declares and guarantees that the Users have this capacity.

The legal information concerning the host and the Supplier, in particular the contact details and any capital and registration information, is provided in the legal notices on the Site and on the Mobile Application.

Article 5 - Loading the Mooncard Account

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

The Funds shall be loaded onto the Mooncard Account by the Client Manager by any means offered by the Platform, from the Client's bank account, opened with a third-party banking institution, previously verified and approved by the Supplier under the conditions of Article 6.2 hereof, it being specified that no loading by a third party shall be accepted.

The Client may request that the loading bank account be replaced by another bank account at their disposal. In this respect, the Supplier shall verify the new account and may refuse the change of account.

All upload transactions must meet the security requirements of the law and the Supplier's partners. Such upload transactions will be accepted automatically but may be subject to a prior compliance check within 24 hours of the transfer being issued.

The Supplier undertakes, in collaboration with its partner Paynovate, to ensure that the funds remain and continue to be the property of the Client.

The balance of the Client's Mooncard Account must always be in credit for the duration of the contract. If this is not the case, the Client and the Client Manager undertake to re-establish a positive balance within one working day following written notification sent by the Supplier by e-mail. Failing this, the Supplier may block all Accounts or Licences associated with the Client

Article 6 - Rights and obligations of the Supplier and the Client

Article 6.1 - Rights and obligations of the Supplier

The Intangible Services are made available to the Client and Users via the Site and the Mobile Application, on their respective Mooncard User Accounts, and are protected by a personal identifier and password.

The Supplier undertakes to maintain available, to the best of their efforts, all the functionalities and services defined by the contract signed between the Supplier and the Client.

The Supplier undertakes to make available to the Client and its Users all corrective and functional updates, where applicable.

The Supplier undertakes to make available to the Client's Manager and to each User, on simple request sent by email or by post, all the data stored on its servers, concerning respectively the Client or the User.

The Supplier undertakes to use a data backup and service continuity system. In any event, the Supplier shall ensure the backup of the information it processes in its information system and shall allow the restoration of its services and data at any time. The Supplier guarantees the integrity of the backed-up data and will regularly carry out the necessary backup and restoration tests to verify the integrity of the backups made.

The Supplier undertakes to comply with the obligations incumbent upon it under the applicable Regulations, as defined in Article 17 hereof.

The Client authorises the Supplier to obtain proof of expenditure from professional third parties when it is made with a Mooncard payment method.

Article 6.2 - Client's rights and obligations

6.2.1 - The Client undertakes to ensure that their loading bank account is approved by a banking organisation. This is an essential obligation, the failure of which prevents the performance of the Contract. The Client thus acknowledges that failure to comply with this obligation constitutes grounds for termination of the Contract.

6.2.2 - Compulsory documents: Pursuant to the provisions of the Monetary and Financial Code relating to the fight against money laundering and the financing of terrorism, the Client is required to provide the Supplier, within seven (7) calendar days of entering into a business relationship, with any document enabling the identification of the company, its directors as well as the beneficial owners (K-Bis or equivalent for a foreign company less than three months old; identity documents and proof of residence less than three months old of the managers present on the K-Bis or equivalent for a foreign company and of the shareholders holding more than 25% of the company; identity of the Users who are beneficiaries of Mooncard User Licences, in particular surnames, first names, dates of birth, etc). The Client guarantees to the Supplier that all information provided is up-to-date and accurate. The Client also undertakes to update it with the Supplier without delay, if necessary. The Client acknowledges that any failure to provide such information and documents shall constitute grounds for termination of the Agreement by the Supplier. Nevertheless, and in the absence of termination of the Contract by the Supplier, the Client shall remain liable to pay its invoices for the Services to which they have subscribed. The Client undertakes to compensate the Supplier for any damage caused by false statements or false identities.

6.2.3 - Use of the Services: By accepting these General Terms and Conditions, the Client undertakes to make reasonable use of the Services made available to them and not to make unlawful use thereof.

The Site and the Mobile Application grant the Client a personal, non-exclusive, non-assignable and non-transferable right to use the Services, for the entire duration of the contract, worldwide. The Client must use the Services in accordance with its needs and their documentation. In particular, the Mooncard Business Subscription is granted for the sole and exclusive purpose of enabling the Client and its

Users to use the Services, to the exclusion of any other purpose.

The right of use is understood to be the right to represent and implement the Services in accordance with their intended purpose, in SaaS (Software as a Service) mode via a connection to an electronic communications network. The Client may not under any circumstances make the Services available to a third party and is strictly prohibited from any other use, in particular, but not limited to, any adaptation, modification, translation, arrangement, distribution or separation of the Services.

6.2.4 - Acceptance of the general terms and conditions of the service Supplier Paynovate: The activation, the loading of the Mooncard Account, and the granting of the Mooncard Business Subscription require the acceptance by the Client of each of the relevant General Terms and Conditions of Services of the Mooncard-Paynovate programme (link in Annexe 6 of these General Terms and Conditions).

Article 7 - Duration

Unless otherwise agreed between the Parties, the Contract is concluded for an indefinite period, starting from the Client's acceptance of these General Terms and Conditions, or of a Quote, or of an ad hoc Agreement. The Contract shall be terminated by either Party giving one (1) month's notice.

The Client's termination of the Contract must be sent by e-mail with acknowledgement of receipt to support@mooncard.co.

When, due to an overriding agreement, the Contract is for a fixed term, the Client may subscribe to additional Services to those initially subscribed to (for example, by increasing the number of Mooncard User Licences), during the term of the Contract. However, the Client may not reduce the number of Services subscribed to during the course of the Contract; any increase in the volume of Services thus applies until the final term of the Contract. The entry into force of the Contract leads to the provision of the Mooncard Account, which is, in principle, immediate but may require a short delay.

Article 8 - Rates

The price of the Services is set out in the Pricing Schedule attached hereto (Annexe 2). These prices are understood to be in euros excluding taxes and will be increased by VAT and any other taxes in force.

The Supplier reserves the right to modify all of these prices at any time, it being specified that these price changes will apply (i) to new Contracts and/or (ii) to current Contracts, where applicable, provided that the Client has previously been informed of the modification of the General Terms and Conditions and has confirmed their agreement under the conditions specified in Article 4 hereof.

Article 9 - Payment and invoicing conditions

9.1 The Pricing Schedule specifies that invoicing is fixed on a flat-rate basis or on a monthly or annual basis. When the invoice is annual, payment is on the established due date, when it is monthly, payment is in arrears. Any period started is due by the Client, unless otherwise indicated by the Supplier. Termination of a Business Subscription and/or a Mooncard User Licence during the period will not be subject to reimbursement for the period during which the Licence/Subscription are suspended by the Supplier.

9.2 Payment of invoices is by direct debit or card payment.

In the case of the online card payment service, the services are payable immediately, the payment being made at the time of the order, by communicating the Client's payment card number by means of a secure payment system (Bank Cards, Visa cards and Mastercard cards are accepted).

9.3 For direct debit payments, the Site or Mobile Application will specify to the Client in the payment interface the date of the direct debit and its amount, as well as the frequency, which may vary according to the Client.

In addition, the Client Manager may place an order on the Site or the Mobile Application and make payment by direct debit by indicating their bank details.

Direct debits are made by means of secure transactions provided by an online payment platform Supplier.

In the event of unpaid invoices or at the request of the Client, payment of the invoices due may be taken directly from the Client's Mooncard Account.

Pursuant to the provisions of Articles L. 441-10 to L. 441-16 of the French Commercial Code relating to payment terms between companies, and unless otherwise provided for in the contract, the Supplier's invoices are payable by SEPA direct debit from the Client's bank account concomitantly with the date of issue of the invoice without any discount for early payment. No cheque, bill of exchange or bill of exchange shall be deemed to constitute a valid payment until the Supplier has cashed the full amount due.

Article 10 - Late payment

Any delay in payment shall automatically and without prior notice of default being required lead to a penalty rate for the Client equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, increased by 10 percentage points. This interest shall run from the day the invoice is due until the day the invoice is paid in full. An additional fixed compensation of forty euros (€40) for collection costs will also be due. In addition, the Services may be suspended until full payment of the amounts due.

Article 11 - Liability of the Supplier in the performance of this Agreement

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

11.2 The Supplier's liability may not be incurred by the Client or its Users, on any grounds whatsoever, under the following conditions

- the Internet being an open network, in the event of intrusion on the Site or the Mobile Application, hacking of the data on the Site/Mobile Application or even in the event of contamination of the Site/Mobile Application by computer viruses;
- if the Internet user's visit to a site accessible via a hypertext link on the Site causes them harm;
- if access to the Site or the Mobile Application is not possible and the Services are not available for any reason, including technical and maintenance reasons.

11.3 With the exception of the provisions of Article 11.2 and insofar as proof of fault on the part of the

Supplier is provided by the Client or, where applicable, by its Users, the Supplier's liability shall be limited to a sum corresponding to one year's invoicing for the Services and, in any event, to the Supplier's insurance limit. In the event that all or part of a Service is not made available, the Client has a maximum of six (6) months (from the date of access to the online service) to make a claim. After this period, no complaint will be accepted.

Article 12 - Assistance

In order to ensure continuity of services to the Client and the User and to alleviate any problems in using the Site/Mobile Application, the Supplier shall set up a support service to remedy them.

The support service for this Site and the Mobile Application is accessible at the following e-mail address: support@mooncard.co. The Supplier undertakes to respond to any request within seven (7) working days.

The Supplier also provides the Client and its Users with a hotline, or telephone assistance, to answer their questions. The hotline can be contacted by telephone on +33 1 75 85 82 88, Monday to Thursday from 9am to 6pm and Friday from 9am to 5.30pm. The Supplier reserves the right to sanction any abuse.

Article 13 - Intellectual property rights relating to the elements integrated and published on this Site and the Mobile Application

All elements of this Site and the Mobile Application belong to the Supplier or are used by the Supplier on the Site and the Mobile Application with the authorization of their owners.

The trademarks and logos contained in the Site and the Mobile Application are registered by the Supplier, or possibly by one of its partners. Any person proceeding to their representation, reproduction, imbrication, distribution and rebroadcasting shall incur the penalties provided for by the Intellectual Property Code, unless expressly authorised by the rights holder (the Supplier and/or the partner concerned).

Any copy of the logos, textual, pictographic or video content, without this list being restrictive, is strictly prohibited and is considered as counterfeiting. Any Client who is guilty of infringement may have their Mooncard User Accounts and Accounts deleted

without notice or compensation, and the Supplier may also take legal action against him at their own initiative or that of their representative.

Article 14 - Commercial reference

The Client accepts that the Supplier may use its name as a commercial reference in the event of the latter's written agreement for the duration of their commercial relationship.

The Client has the right to inspect and withdraw all publications containing its name. In the event of withdrawal, the Supplier undertakes to withdraw the publication within one working day, the Supplier nevertheless retaining the right to anonymise the said publication in order to retain it.

Article 15 - Applicable law and mediation

These General Terms and Conditions are subject to French law.

Except in the case of public order provisions, any disputes that may arise in the context of the execution of these General Conditions must be submitted to the Supplier for amicable settlement prior to any legal action. It is expressly recalled that requests for amicable settlement do not suspend the time limits for bringing legal action. Unless otherwise provided for by public policy, any legal action relating to the execution of these General Conditions shall be subject to the jurisdiction of the courts of the Court of Appeal of Paris - France.

Article 16 - Termination

16.1. The Supplier is entitled to terminate the Contract by operation of law, and subsequently to cancel access to Mooncard Services, in particular in the event of the communication of false information, the carrying out of illegal and/or immoral activities, suspicions of money laundering or the financing of terrorism, or threats against employees of Mooncard, non-payment of the Services after a formal notice sent by registered mail has remained unsuccessful within a period of eight (8) days, failure to comply with the obligations of this Contract, the opening of receivership or liquidation proceedings, refusal on the part of the Client to communicate or update all the documents and information required, under the conditions of Article 6.2 of the General Terms and Conditions. Termination of the Contract by the Supplier shall be effective immediately by registered letter with

acknowledgement of receipt. The termination shall take effect from the date of the said letter.

16.2 The Supplier and the Client may terminate the Agreement in the event of force majeure under the conditions set out in Article 19 and in particular Article 19.4.

16.3 Early termination of the Fixed Term Contract by the Client or due to the Client's fault implies payment of the balance of the Services subscribed. The balance of the Services subscribed to is understood to be the balance of the minimum of the Licences and the Mooncard Business Subscription subscribed to multiplied by the number of months remaining until the end of the commitment, it being specified that the current month counts as a month due. The reduction in the number of Services subscribed to does not affect the minimum amount invoiced during the commitment.

16.4 Termination of the Agreement shall result in the closure of the Client's Mooncard Account within 72 hours of the termination of the Agreement.

The return of unused funds to the Client's Mooncard Account shall be carried out by the Supplier free of charge at the Client's request.

In the event of termination of a Mooncard Account that has already been charged for payments by Virtual Cards or Mooncard Cards, the amounts paid by cards are not subject to refund.

16.5 In the event of termination, the Supplier shall inform the Client, via the Website or the Mobile Application, of the forthcoming termination of their subscription, and the Client shall cease to use any access code to the solutions and Application Services.

Article 17 - Protection of personal data

In order to implement the Services it offers, the Supplier shall collect Personal Data and shall act as a subcontractor, in accordance with the applicable Regulations. The conditions for processing such Data are set out in Annexe 3 hereof.

Article 18 - Nullity/Invalidity

If any provision of these General Terms and Conditions is held to be illegal, invalid or unenforceable, such provision shall be deemed severable from the General Terms and Conditions and shall not affect the validity and enforceability of

the remaining provisions, which shall remain in force.

Article 19 - Force majeure

19.1 The Supplier shall not be liable for any damage caused by delays or failures in the performance of its obligations due to force majeure.

The following events shall be considered as force majeure: natural disasters, fires, strikes, riots, wars or attacks, imperative prescriptions of national or international public authorities linked in particular to epidemics, and more generally any event beyond the control of the Supplier, which could not reasonably be foreseen at the time of acceptance of the General Conditions, the effects of which cannot be avoided by appropriate measures, and which prevents the Supplier from fulfilling its obligations.

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

19.3 In the event of the occurrence of an event of force majeure consisting of mandatory requirements of national or international public authorities of a temporary nature, the Supplier's obligations shall be suspended for the duration of the said requirements (and any extensions thereof) and the contractual deadlines shall be extended by an equivalent period.

In the event of the occurrence of force majeure events of another nature, the Supplier's obligations shall be suspended for a maximum period of three (3) months from the occurrence of the event, during which period the Client and the Supplier shall, if necessary, endeavour to reach agreement on the terms and conditions for the continuation of their

contractual relationship notwithstanding the occurrence of such event.

19.4 At the end of the period referred to in Article 19.3, if the Supplier is still unable to perform any of its obligations under these General Terms and Conditions as a result of the event of force majeure, the Supplier and the Client may terminate the contract by operation of law. The party that intends to avail itself of this provision shall notify its decision to the other party by registered letter with acknowledgement of receipt. The termination shall then take effect within thirty (30) days of receipt of the said notification by the other Party.

Article 20 - Inaccuracies

The Supplier shall use its best endeavours to correct as soon as possible any inaccuracies, errors or information that is inconsistent with the provisions of the General Terms and Conditions, the legal notices or the personal data charter (<https://www.mooncard.co/privacy-policy>). The same applies in the event of unauthorised modifications to the content of the Site, the Mobile Application or the ancillary services (e.g. social networks) due to third parties.

In such cases, the Client may submit a complaint to the Supplier under the conditions indicating the error, inaccuracy or contradiction concerned and its location.

Article 21 - Complaints

Complaints can be made by contacting the Supplier by post and/or e-mail at the addresses mentioned in Article 2 of these General Terms and Conditions.

Article 22 - Intuitu Personae

These General Terms and Conditions are concluded intuitu personae with regard to the Client. Therefore, the General Terms and Conditions are not assignable, transferable or sub-licensable by the Client themselves.

General Terms and Conditions of Services - Annexe 1
General Terms and Conditions of AIR FRANCE KLM Flying Blue advantages for Mooncard Cards

1. Purpose of the General Terms and Conditions of Advantages

The option of earning Flying Blue Miles (hereinafter 'Miles') is offered, except under specific conditions in the Contract, to all new Users who have activated their Mooncard as from 26/01/2021 and to all Users who have activated their Card before this date, upon request and under the conditions listed in article 2 below.

The option to earn Flying Blue Miles allows Users to earn Miles for all purchases made with their Mooncard.

2. Conditions for earning Miles

2.1 It is the responsibility of the Mooncard User to enter their Flying Blue number on the interface of their Mooncard User Account. The name associated with the Flying Blue number must be the same as the name on the Mooncard.

2.2 If the User does not have a Flying Blue account prior to obtaining their Mooncard and wishes to benefit from the advantages of this Annexe, they must open an account free of charge on the website www.flyingblue.com.

The User must comply with the General Terms and Conditions of the Flying Blue programme. The Supplier assumes no responsibility for the User's registration, implementation, and application of the Flying Blue programme.

3. Accumulation of Miles

3.1 Users benefit from the accumulation of Miles as soon as they have completed a valid Flying Blue number in their name, corresponding to the name indicated in their Mooncard User Account, on the interface of the Website and the Mobile Application, without being able to benefit from any retroactivity.

3.2 The amount of Miles earned will be visible on the interface of the Site or on the Mobile Application and accessible to any User under the conditions listed below in Article 6 of this Annexe.

3.3 The accumulation of Miles is accessible at <https://app.mooncard.co/> and varies according to the Mooncard User Licence.

3.4 Users opening a Mooncard User Account have a period of ninety (90) days to enter their Flying Blue number in their Mooncard User Account in order to benefit from a welcome bonus, subject to the

conditions set out in articles 2 and 3.1 of this Annexe.

The amount of the bonus is calculated in Miles and varies according to the Mooncard offers chosen at the time of registration of their Flying Blue number. For any first subscription to a Mooncard Mobility offer or a Mooncard Corporate offer, the bonus is 7,000 Miles. For all first-time Mooncard Premium Clients, the bonus is 21,000 Miles. This bonus will be transferred to the Flying Blue account under the conditions listed in article 6 and in particular article 6.4

The welcome bonus offer is valid only once, per User, for the entire duration of the Contract.

3.5 The bonuses and earning ratio provided for in articles 3.4 and 3.9 of this Annexe may be modified at any time.

Each User may access the amount of the earning ratio in force on the day of signing these General Terms and Conditions by accessing the following address <https://app.mooncard.co/>

3.6 Miles credited to the User's Mooncard User Account and not transferred by the User to their Flying Blue account after one year (anniversary date of the Mile credit) will be permanently deleted from the User's Mooncard User Account and will no longer be transferable to their Flying Blue account.

3.7 There may be a discrepancy between the accounting of Miles in the Mooncard User Account and the User's spending.

3.8 The enhanced Miles earning scale applicable to the Mooncard Premium Licence is limited to 150,000 (one hundred and fifty thousand) Miles per year (a year begins on the date of creation of the Licence). Above this amount of Miles, the earning ratio switches to the earning ratio applicable to Mooncard Mobility and Mooncard Corporate Licences.

3.9 Miles earning ratio as at 30 April 2022

- Mooncard Mobility: €1 = 1 Mile
- Mooncard Corporate: €1 = 1 Mile
- Mooncard Premium: €1 = 1.5 Miles.

4. Debits not taken into account for the earning of Miles

4.1 Monthly fees for the Services.

4.2 Increases and penalties for late payment.

4.3 Cash withdrawals.

4.4 Internal transfers to the same Mooncard Account or to different Mooncard Accounts of the same holder.

4.5 Loading fees.

4.6 Pre-authorised payments, only the final payment will be taken into account for the calculation of Miles.

5. Failure to earn Miles or withdrawal of Miles

5.1 Any credit or refund following a purchase made by a User (including those resulting from the refusal of goods or services paid for by a Mooncard payment method) will result in a reduction in the number of corresponding Miles.

5.2 Any fraud in the use of the Mooncard or any abuse in the accumulation of Miles will result in the loss of the corresponding Miles.

5.3 Termination of a Mooncard User Licence will result in immediate termination of Flying Blue advantages.

5.4 Any Miles of the User that have not yet been transferred to their Flying Blue account will be lost in the event of termination of a Mooncard User Licence by Moongroup (in accordance with the provisions of article 16.2 of the General Terms and Conditions) or in the event of the death of the User.

6. Transfer of Miles to the holder's Flying Blue account

6.1 The transfer of Miles to the Flying Blue account from the User's Mooncard User Account can only be made if the following three cumulative conditions are met: (i) the Mooncard is active, (ii) the Client is up to date with the payment of their invoices and (iii) the balance of the Client's Mooncard Account is positive. Otherwise, the Miles will remain blocked in the Mooncard User Account until the balance is positive and/or the payments are received by the Supplier.

6.2 Miles earned through current spending must have been in the Mooncard User Account for more than thirty (30) days to be eligible for transfer.

6.3 Welcome Bonus Miles must have been in the Mooncard User Account for more than one hundred and twenty (120) days to be eligible for transfer.

General Terms and Conditions of Services - Annexe 2

Pricing schedule in force as of 04/04/2022

The amended prices set out below apply from 4 April 2022 for all new Clients.

Clients who have signed a Contract with the Supplier before 4 April 2022, will benefit from the prices specified at the time of signing their Contract. However, the cost allocation for Mooncard Services will be different from 30 April 2022 and the service charge will now apply.

The new pricing can also be applied to existing Clients who signed up before 4 April 2022 who wish to do so by contacting their account manager.

The pricing of Mooncard services is as follows:

Mooncard Business Subscription (per public or private company)

The price of the subscription depends on the number of employees in the organisation. It is available according to the following conditions:

- €49 excl. tax per month for companies with 0 to 10 employees,
- €199 excl. tax for companies with 10 to 50 employees,
- €399 excl. tax for companies with 50 to 200 employees,
- €899 excl. tax for companies with 200 to 500 employees,
- Price on request for companies with more than 500 employees.

The Mooncard Business Subscription gives access to:

- the opening of a Mooncard Account,
- the Mooncard Platform,
- creation and management of User Licences.

Price per Mooncard User Licence:

- User without Mooncard Card or Virtual Card: €5 excl. tax per License per month billed (only months used).
- User with Mooncard Card: €5 excl. tax per License per month per User.

Additional fees:

- Drafting and sending of a circularization letter: €79 excl. tax
- PIN code reminder: Free of charge
- Account maintenance fees: Free of charge
- Issuing fee: €9.90 per card excl. tax
- Payment in Euro zone: Free of charge
- Payment outside the Eurozone: 3% of the transaction amount
- Withdrawal from an ATM in the Eurozone: €2.50 per withdrawal + 1.75% of the transaction amount, minimum €4
- Withdrawal of cash in foreign currency outside the Eurozone: €2.50 per withdrawal + 1.75% of the transaction amount + 3% exchange rate fee, minimum: €4. Exchange rate applied by Visa
- Direct debit rejection fee: €40 excl. tax
- Service fee: 0.5% of the amount loaded
- Express loading fee by payment card: €10 excl. tax

General Terms and Conditions of Services - Annexe 3
Annexe relating to the obligations regarding the processing of personal data

By signing this Annexe, the Parties agree to comply with all applicable legal and regulatory provisions relating to the processing of personal data and, in particular, with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter, 'the European Data Protection Regulation' or 'GDPR') and with Law n°78-17 of 6 January 1978, as amended, relating to Information Technology, Files and Liberties (hereinafter, the 'Information Technology and Liberties Law').

1. DEFINITIONS

'Contract'	means these General Terms and Conditions, Annexe 1 'General Terms and Conditions of AIR France KLM Flying Blue advantages for Mooncard Cards', Annexe 2 relating to the Tariff Schedule, Annexe 3 relating to the Personal Data Processing Agreement, Annexe 4 relating to the AIG General Terms and Conditions of Service, Annexe 5 relating to the General Terms and Conditions for the Concierge Service, Annexe 6 relating to the General Terms and Conditions for the Paynovate Service, and any other contractual document applicable according to the method of conclusion of the contract determined between the Parties.
'Processing', 'Controller', 'Joint Controller', 'Subcontractor', 'Subcontractor', 'Personal Data' (or 'Personal Data'):	these terms have the same meaning as defined in the GDPR, as long as they apply to the Contract.
'Services'	means the services provided by the Supplier to the Client and described in the Agreement.
'User Data'	means the Personal Data (surname, first name, job title, employer, telephone number and email address where applicable, business expenses) of the Users of the Services, processed by the Supplier in the course of the performance of the Contract on behalf of and for the account and under the detailed instructions of the Client.
'Supplier contact data'	means the Personal Data relating to the Supplier's personnel involved in the performance of the Contract and communicated to the Client for this purpose.
'Client contact data'	means the Personal Data relating to the Client's personnel, in particular the Client's Manager, involved in the performance of the Contract, and communicated to the Supplier for this purpose.

All terms used in this Personal Data Processing Schedule that are capitalised and not defined below are defined in the Agreement.

2. BACKGROUND

Within the framework of the Contract, the Parties will be required to process Personal Data and hereby intend to define the terms and conditions for the Processing of such Personal Data.

3. PURPOSE

The purpose of this Annexe on the processing of Personal Data (hereinafter referred to as the 'Agreement') is to define the conditions under which the Parties undertake to carry out Personal Data Processing operations for the purposes of performing the Contract.

4. DURATION

The Agreement shall come into force on the date of entry into force of the Contract and shall remain in force for the duration of the Contract and for as long as the Parties have access to any Personal Data communicated by the other Party under the Contract.

The expiration or termination of the Agreement for any reason whatsoever shall not affect the validity of this Agreement.

5. OBLIGATIONS OF THE PARTIES

The performance of the Agreement involves the following Personal Data Processing operations, the respective purposes of which are specified below:

- The Supplier's Processing of User Data, on behalf of and for the account and under the detailed instructions of the Client, for the purpose of performing the Agreement;
- The Supplier's Processing of Client Contact Data for the purpose of performing the Contract;
- The Processing of the Supplier's Contact Data for the purpose of performing the Contract.

5.1. PROCESSING OF USER DATA

5.1.1 SUPPLIER'S OBLIGATIONS

The Supplier collects User Data for the sole purpose of performing the Contract. When collecting User Data under the Agreement and subsequently processing it, the Supplier acts as a Subcontractor of the Client. The Client retains the capacity of Processor, in that it determines the purposes and means of such Processing, i.e. the purpose and manner of carrying it out.

The Supplier undertakes to implement all technical and organisational measures reasonably necessary and appropriate to protect the Personal Data it processes under the Contract against unauthorised or accidental access, modification, transmission, communication, deletion or destruction.

The Supplier shall also ensure that all persons authorised to process Personal Data for the benefit of the Client undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality and receive the necessary training in the protection of Personal Data.

The Supplier undertakes to take into account the principles of data protection by design and data protection by default in its tools, products, applications or services. The Supplier as a Subcontractor shall implement the necessary means to enable the data controller to fulfil its obligation to respond to requests to exercise the rights of the data subjects: right of access, rectification, erasure and opposition, right to limit processing, right to data portability, right not to be subject to an automated individual decision.

Where data subjects submit requests to the Supplier to exercise their rights, the Supplier shall send such requests to the Client by e-mail upon receipt.

The Supplier undertakes to modify or delete, at the Client's request, any personal data contained in its information system, in particular in the event of a person exercising their rights of access, rectification and deletion, so that the data held by the Supplier concerning that person is and remains accurate and lawful.

The Supplier shall notify the Client of any personal data breach within a maximum of 24 hours of becoming aware of it and by e-mail. This notification shall be accompanied by all relevant documentation to enable the Client, if necessary, to notify the relevant supervisory authority of the breach.

In the event of a personal data breach, the notification to the national supervisory authority, as soon as possible and, if possible, no later than 72 hours after becoming aware of it, shall be made by the Client.

The notification shall contain at least:

- a description of the nature of the personal data breach including, if possible, the categories and approximate number of persons affected by the breach and the categories and approximate number of personal data records affected
- the name and contact details of the Data Protection Officer or other contact point from whom further information can be obtained;
- a description of the likely consequences of the personal data breach
- a description of the measures taken or envisaged to remedy the personal data breach, including, where appropriate, measures to mitigate any negative consequences.
- If and to the extent that it is not possible to provide all this information at the same time, the information may be provided in a staggered manner without undue delay.
- Where the breach is likely to result in a high risk to the rights and freedoms of a natural person, only the Client may communicate the nature of the personal data breach to the data subject in clear and simple terms.

5.1.2. OBLIGATIONS OF THE CLIENT

The Client acts as the Data Controller. In this capacity, the Client warrants to the Supplier that the User Data is collected and processed lawfully and that the data subjects have been informed of such Processing and of their resulting rights. Accordingly, the Client shall indemnify the Supplier against any action by third parties based on a regulatory breach of the Data Processor's obligations.

In the event of a claim or exercise of rights by a data subject based on a Processing carried out by the Supplier on behalf of the Client, the Client shall be solely responsible for responding to such claim or exercise of rights, and the Supplier undertakes to cooperate with the Client for such purposes, upon request by the Client.

5.2. PROCESSING OF CONTACT DATA

For the purpose of performing the Agreement, each Party shall provide the other Party with its Contact Data. Each Party is responsible for processing the Contact Data of the other Party.

This Contact Data will be processed by the receiving Party for the sole purpose of managing the contractual relationship arising from the Contract. It will only be transmitted to authorised personnel and authorised Suppliers of each of the Parties involved in the Contract.

This Contact Data may be kept by the Receiving Party for a maximum period of one year from the end of the Contract.

Each of the Parties undertakes to inform the persons concerned by this Contact Data of the fact that this Data will be communicated to the other Party for the purposes of the Contract and to inform them of their rights: right of access, opposition, rectification and deletion of personal data concerning them, as well as the right to data portability, the right to define directives relating to the fate of their personal data after their death and to ask for the limitation of the processing concerning them, and the right to refer the matter to the CNIL.

Data subjects may exercise their rights with the DPO of the Party having communicated the Contact Data to the other Party.

In the event of a data subject exercising their rights or making a complaint to the receiving Party, the latter undertakes to immediately inform the communicating Party so that the latter can provide an appropriate response.

In the event of a breach of Contact Data by the Receiving Party, the Receiving Party shall immediately inform the Communicating Party, specifying the names of the persons concerned and the nature of the breach, and the Parties shall co-operate in order to put an end to it as soon as possible.

6. TRANSFER OF DATA OUTSIDE THE EUROPEAN UNION

The Client expressly agrees that the Supplier may transfer User Personal Data and Client Contact Data to countries outside the European Union, provided that the Supplier signs standard contractual clauses ('SCC') with its subcontractors and partners. The Supplier shall sign standard contractual clauses ('SCC') with its subcontractors and partners guaranteeing the security and integrity of the Personal Data in accordance with Commission

Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries under Regulation (EU) 2016/679 of the European Parliament and of the Council (Text with EEA relevance) under the ‘subcontractor-to-subcontractor transfer’ module and undertakes to provide to the Client, upon request, a copy of the signed TCCs.

7. SUBCONTRACTING

It is indicated that at the date of signature, the Supplier has contracted with the following subcontractors to carry out the processing of the Personal Data, which the Client expressly and specifically acknowledges and accepts.

Name	Registered office	Purpose of the processing	Data concerned	Country of data storage
Salesforce	USA	Communication	Client	European Union
Algolia	USA	Administration	Client	European Union
Appsignal	USA	Performance analysis	Client	European Union
AWS App/Data	USA	Storage	Client	European Union
Beamer	USA	Organisation	Client	European Union
Datadog	USA	Administration	Client	European Union
Hubspot	USA	Communication	Client	European Union
Exact Online	France	Accounting	Client	European Union
Sinch	USA	Communication	Client	European Union
Sengrid	USA	Communication	Client	European Union
Sparklane	France	Administration	Client	European Union
Twilio	USA	Administration	Client	European Union
Zapier	USA	Organisation	Client	European Union
Slack	USA	Communication	Client	European Union
Google	USA	Organisation	Client	European Union
Get Quany	France	Communication	Client	European Union
Hotjar	USA	Communication	Client	European Union
Heroku	USA	Administration	Client	European Union
Docusign	USA	Conservation	Client	European Union
Lemlist	USA	Communication	Client	European Union
LinkedIn	USA	Communication	Client	European Union
Universign	USA	Conservation	Client	European Union
Livechat	USA	Support	Client	European Union
Sqreen	USA	Administration	Client	European Union
Livestorm	USA	Communication	Client	European Union
Xelians	France	All	Client	European Union
Exact Online	Pays Bas	All	Client	European Union
Giftify	Belgique	Recording	Client	European Union
Notion	USA	Administration	Client	European Union
Stripe	USA	All	Client	European Union
Sentry	USA	Support	Client	European Union
Talend	USA	Administration	Client	European Union
OVH	USA	Hosting	Client	European Union
Typeform	USA	Administration	Client	European Union
Paynovate	Belgium	Administration	Client	European Union
Treezor	France	Administration	Client	European Union
Chorus	France	Recording	Client	European Union
Xelians	France	Archiving	Client	European Union
Zoho	USA	Administration	Client	European Union

8. SECURITY

The Parties declare to keep a written record of all categories of processing activities carried out.

Each Party undertakes to:

- Benefit from appropriate measures to ensure the continuity, integrity, availability and resilience of its Processing systems and services;
- Benefit from means to restore the availability of and access to Personal Data within an appropriate timeframe in the event of a physical or technical incident;
- Establish a procedure to regularly test, analyse and evaluate the effectiveness of the technical and organisational measures to ensure the security of the Processing and to provide proof thereof to the other Party or to the supervisory authorities on first request;
- Comply with the commitments set out in this Annexe and ensure that its permanent or temporary staff comply with its terms;
- Maintain a register of processing activities whenever it carries out an operation or set of operations on personal data or sets of personal data. This register of processing activities shall be available for consultation by each of the Parties;
- Cooperate with the supervisory authority at the latter's request.

9. DATA PROTECTION OFFICER

The Supplier's Data Protection Officer (DPO) can be reached at the following contact address:
dpo@mooncard.co.

General Terms and Conditions of Services - Annexe 4
AIG General Conditions

The AIG Insurance Information Sheets are available on these pages

Mooncard Standard Insurance (Mooncard Mobility and Mooncard Corporate):

https://www.mooncard.co/hubfs/CG/CGS_Mooncard_2022/Assurances/EN/Mooncard_Standard_AIG_Insurance_Notice.pdf

Mooncard Premium Insurance (Mooncard Premium):

https://www.mooncard.co/hubfs/CG/CGS_Mooncard_2022/Assurances/EN/Mooncard_Premium_AIG_Insurance_Notice.pdf

General Terms and Conditions of Services - Annexe 5
General Terms and Conditions for Concierge Services

Terms and conditions of use of the service:

https://www.mooncard.co/hubfs/CG/CGS_Mooncard_2022/Conciergerie/Service_de_Conciergerie_Mooncard_-_CG.pdf

Data Protection Policy for the Concierge Service:

https://www.mooncard.co/hubfs/CG/CGS_Mooncard_2022/Conciergerie/Service%20de%20Conciergerie%20Mooncard%20-%20Politique%20de%20traitement%20des%20donne%CC%81es%20personnelles%20.pdf

General Terms and Conditions of Services - Annexe 6
Paynovate Terms and Conditions

The Mooncard - Paynovate Terms and Conditions are available on this page:
https://www.mooncard.co/hubfs/CG/visa_terms_en.pdf