



General Terms and Conditions of Services

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

MOONGROUP SAS General Terms and Conditions of Services

Valid from 30/04/2022

Article 1 – Definitions

“**Mooncard Card**”: refers to the Visa® Corporate-type rechargeable prepaid bank card, managed by Paynovate as the Supplier’s partner, whose payments are charged to the Mooncard Account.

“**Customer**”: means a company that, in the course of its professional activity, makes a purchase or subscribes to Services, as the case may be, for the benefit of identified Users.

“**Mooncard Account**”: refers to the Customer’s holding account opened with the Supplier, specifically dedicated to the charging of the Customer’s business expenses, as well as Users, where applicable.

“**Agreement**”: means the present General Terms and Conditions, Appendix 1 "General Terms and Conditions of AIR France KLM Flying Blue advantages for Mooncard Cards", Appendix 2 relating to the Tariff Schedule, Appendix 3 relating to the personal data processing agreement, Appendix 4 relating to the General Terms and Conditions of Paynovate Services, Appendix 5 relating to the General Terms and Conditions of Treezor Services, Appendix 6 relating to the General Terms and Conditions of Allianz Services and any other contractual document applicable according to the method of conclusion of the contract as determined by the Parties.

“**Personal data**”: means any data that directly or indirectly identifies a natural person.

“**Mooncard Area**”: refers to the personal access to the Services, via the Website, respectively made available to the Customer and its Users by the Supplier. Each Mooncard Area is protected by the holder’s personal login and password.

“**Funds**”: means the sum of money paid by the Customer into its Mooncard Account, prior to any use of the Mooncard Cards by it or its Users, from which any expenses related to the use of these Cards with authorised merchants are debited.

“**Supplier**”: means Moongroup, a *société par actions simplifiée* (simplified joint-stock company) with a share capital of 204.786€, registered with the Paris Trade and Companies Register under number 818 620 783, intra-Community VAT number FR 65 818 620 783, having its registered office at 68 rue du Faubourg Saint-Honoré 75008 Paris, acting as an electronic money institution within the meaning of Article L.525-1 of the French Monetary and Financial Code and authorised 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, authorisation which can be consulted on the ACPR website in the Register of Financial Agents (REGAFI): www.regafi.fr.

“**Fee Schedule**”: means the document showing the pricing of the Services, included on the website [/https://www.mooncard.co/](https://www.mooncard.co/), at the address <https://www.mooncard.co/tarifs>, and set out in Appendix 2 herein.

“**Mooncard Licence**”: means the user licence granted by the Supplier to the Customer, for the Mooncard Card as well as for all of the associated Services - such as payment and management services for expense reports, expense report and invoice record keeping services, analytical and statistical services, AIR France KLM Flying Blue benefit management services described in Appendix 1-.

“**Parties**”: means, on the one hand, the Supplier, and, on the other hand, the Customer, including the Customer Manager, as well as any User of the Website.

“**Paynovate**”: means the *société anonyme* (public limited company) incorporated under Belgian law, Paynovate, located at Cantersteen 47, 1000 Brussels, issuer of currency regulated by the National Bank of Belgium and holder of a European passport, registered with the *Banque-Carrefour des Entreprises* (Belgian

companies database) under number BE 0506 763 929.

“**Data Subjects**”: refers to natural persons whose Personal Data is processed by the Supplier, in particular Users.

“**Services**”: means all services (tangible and intangible) offered by the Supplier, including but not limited to: educational training for processing expense reports; the granting of a licence to use a mobile application to photograph, store and analyse expense reports; the opening of the Mooncard Account; services for the payment of business expenses through the Mooncard Licence; expense report management services; expense report and invoice record keeping services; statistical analytical services; the management of AIR France KLM Flying Blue benefits described in Appendix 1 hereto, arising from the use of a Mooncard Card.

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

“**Customer Manager**”: refers to the natural person having a legal mandate to act in the name and on behalf of the Customer.

“**Website**”: means, indifferently, one of the Supplier’s Websites, accessible via the following URLs:

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

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

As well as all of their pages.

“**User**”: means any person identified as a beneficiary of the Services by the Customer with the Supplier; the User is the holder of a Mooncard Licence and user of the Website.

Article 2 – Conclusion of the Agreement

The terms and conditions for entering into the Agreement between the Supplier and the Customer may be as follows:

- 1) the Customer enters into a contract directly online with the Supplier following the Website ordering process; or

- 2) the Customer enters into a contract by accepting and signing a quote prepared by the Supplier (hereinafter the “**Quote**”) to which these General Terms and Conditions are appended; or

- 3) the Customer enters into a contract by accepting and signing an *ad hoc* agreement negotiated with the Supplier, to which the General Terms and Conditions are appended.

The Parties expressly declare that within the framework of entering into the Agreement and any contractual document, electronic signatures, simple or advanced (two factor authentication), such as, in particular, those offered by the trusted service providers qualified by ANSSI (French National Cybersecurity Agency), pursuant to decree no. 2010-112, have the value of a handwritten signature.

The Supplier may, at its own discretion and without having to give reasons, refuse any request to open a payment account. This decision shall not give rise to any damages. It will be notified to the applicant by e-mail.

Article 3 – Purpose of the General Terms and Conditions of Services

The purpose of these General Terms and Conditions of Services (hereinafter the “**General Terms and Conditions**”) is to govern the contractual relations between the Parties, and in particular the terms and conditions under which the Supplier offers its Services to the Customer. In particular, the Customer may subscribe to one or more Mooncard Licences, for its benefit and for the benefit of the Authorised Users, in order to allow them respectively (i) to pay their business expenses, via the Mooncard Card, as well as (ii) to monitor their expenses, and the management and accounting integration of these business expenses, via software accessible in their respective Mooncard Areas.

The General Terms and Conditions are available on the Website in a printable format.

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

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

- by email: hello@mooncard.co;
- by phone: +33 1 79 75 11 91.

Article 4 – Acceptance of the General Terms and Conditions

The Customer's and each User's unreserved acceptance of the General Terms and Conditions is a prerequisite for the use of the Services, including the creation of a Mooncard Account and/or Mooncard Area. The Customer and each User acknowledge having read the General Terms and Conditions and any other contractual document of the Agreement.

The initial acceptance of the General Conditions can be done via the Site. It consists, for the Client Manager and for each User, in checking the boxes corresponding to the sentences of acceptance of the General Conditions of Services, such as: "I acknowledge having read and accepted the General Conditions of Services". The Client Manager and each User will thus be deemed to have signed the General Conditions by hand.

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

Acceptance of these General Terms and Conditions assumes that the Customer's Manager and each User have the legal capacity to do so.

Due to possible extensions and improvements of the Services, the Provider reserves the right to adapt or modify the content of the services offered.

Any proposed changes to these General Terms and Conditions shall be communicated to the Customer on paper or on another durable medium, at the latest one month before the date of application envisaged. If the Customer does not challenge the Supplier before the date of application of the changes, this shall be deemed to be acceptance of the changes. The new General Terms and

Conditions shall also be presented to the Customer at the time of his first connection during the month following their entry into force.

In the event of disagreement, the Customer has the possibility, without any penalty, to cancel any options subscribed to and to block his accesses under the conditions specified in Article 16.

Article 5 – Charging of the Mooncard Account

The Supplier reserves the right to refuse or suspend charging transactions that do not meet the conditions defined below.

The Funds will be charged into the Mooncard Account by the Customer Manager, (i) by SEPA B2B debit, or (ii) by transfer, from the Customer's bank account, opened with a third-party banking institution, checked and approved in advance by the Supplier in accordance with the conditions of Article 6.2 hereof, it being specified that no charging carried out by a third party will be accepted.

The Customer may request the substitution of the charging bank account with another bank account at its disposal. As such, the Supplier will verify the new account and may refuse the change of account.

Any charging transaction must meet the security requirements required by law and the Supplier's partners. These charging 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 cooperation with its partner Paynovate, to ensure that the funds remain and stay the property of the Customer.

The Customer and the Customer Manager shall ensure that the balance of the Mooncard Account is always positive during the performance of the Agreement. In the event of a negative balance, the Customer undertakes to restore a positive balance within one (1) working day of its notification in writing by the Supplier. Failing this, the use of the Mooncard Licence(s) associated with the Mooncard Account will be automatically blocked.

Article 6 – Rights and obligations of the Supplier and the Customer

Article 6.1 – Rights and obligations of the Supplier

The intangible Services are made available to the Customer and Users via the Website, in their respective Mooncard Areas, protected by a personal login and password.

The Supplier undertakes to maintain, pursuant to a best endeavours obligation, all the features of the Services, in particular the Mooncard Licences, expenditure monitoring, accounting integration, etc.

The Supplier undertakes to make available to the Customer and its Users all new features developed, if applicable.

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

The Supplier undertakes to use a data backup and service continuity system. In any event, the Supplier shall safeguard the information that it processes in its information system, and allows the recovery of its services and data at all times. The Supplier guarantees the integrity of the backed-up data and will regularly carry out the necessary backup and recovery tests, in order to verify the integrity of the backups carried out.

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

Customer authorizes Supplier to obtain Customer's expense receipts from the third party business where Customer's expenses occurred using a Mooncard account.

Article 6.2 – Rights and obligations of the Customer

6.2.1 – The Customer undertakes to ensure that its charging bank account is approved by a banking organisation. This is an essential obligation whose breach prevents the performance of the Agreement. The Customer therefore acknowledges that the breach of this

obligation constitutes grounds for termination of the Agreement.

6.2.2 – Mandatory documents: In accordance with the provisions of the French Monetary and Financial Code relating to anti-money laundering and the financing of terrorism, the Customer is required to provide the Supplier, within seven (7) calendar days of entering into a business relationship, with any document allowing the identification of the company, its directors, as well as the beneficial owners (K-Bis (company registration certificate) or equivalent for a foreign company less than 3 months old, identity documents and proof of residence less than 3 months old of the directors listed on the K-Bis or equivalent for a foreign company and of the shareholders holding more than 25% of the company, the identity of the users benefiting from the Mooncard licenses, including surnames, first names, dates of birth, etc.). The Customer warrants to the Supplier that all information provided is up-to-date and accurate. The Customer also undertakes to update them with the Supplier without delay, if necessary. The Customer 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 Customer shall remain liable for payment of its invoices for the Services subscribed to. The Customer undertakes to compensate the Supplier for any prejudice caused by false declarations or false identities.

6.2.3 – Use of the Services: By accepting these General Terms and Conditions, the Customer undertakes to use the Services made available to it in a reasonable manner and not to make any unlawful use thereof.

The Website grants the Customer a personal, non-exclusive, non-assignable and non-transferable right to use the Services throughout the term of the agreement and worldwide. The Customer shall use the Services in accordance with its requirements and documentation. In particular, the licence relating to the solutions is granted only for the sole purpose of allowing the Customer and its Users to

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

The right of use is the right to represent and implement the Services according to their intended purpose, in SaaS (“Software as a Service”) mode via a connection to an electronic communications network. The Customer may not under any circumstances make the Services available to a third party and is strictly prohibited from any other use, in particular any adaptation, modification, translation, arrangement, distribution or decompilation, without this list being exhaustive.

6.2.4 – Acceptance of the general terms and conditions of the service provider Paynovate and Treezor: The activation, the loading of the Mooncard Account and the granting of the Mooncard License require the acceptance by the Customer and each of them of the General Terms and Conditions of Services Treezor (link in appendix 5 of these General Terms and Conditions), as well as Users of the General Terms and Conditions of Use of the Mooncard - Paynovate Program (link in Appendix 4 of these General Terms and Conditions),

Article 7 – Term

In the absence of any provisions to the contrary agreed between the Parties, the Agreement is entered into for an indefinite period, starting from the Customer’s acceptance of these General Terms and Conditions, or a Quote, or an *ad hoc* Agreement. The Agreement ends by termination by either Party, subject to one (1) month’s notice.

Customer's termination of the Agreement must be sent by e-mail with a return receipt to support@mooncard.co.

When, due to a provision to the contrary, the Agreement is for a fixed term, the Customer may subscribe to additional Services to the Services initially subscribed to (for example, by increasing the number of Mooncard Licences), during the performance of the Agreement. However, the Customer may not under any circumstances reduce the number of Services subscribed to during the Agreement; any increase in the volume of Services thus applies until the final expiry of the Agreement. The entry into force of the Agreement results in the

provision of the Mooncard Account, which is in principle immediate but may require a short period of time.

Article 8 – Rates

The rates for the Services are detailed in the Fee Schedule attached hereto (Appendix 2). These prices are understood to be in euros exclusive of tax and shall be increased by VAT and any other taxes in force.

The rates for using the Mooncard Licence are detailed on the Website.

The Supplier reserves the right to modify all of these rates at any time, it being specified that these fee changes will apply (i) to new Contracts, and/or (ii) to existing Contracts where applicable, provided that Customer has been previously informed of the amendment to the T&Cs and has confirmed its agreement under the conditions specified in Article 4 hereof.

Article 9 – Payment and invoicing conditions

The Tariff Schedule specifies that billing is fixed on a flat-rate basis or on a monthly or annual basis. When the invoice is annual, it is paid in arrears, when it is monthly, the term is due. Any period started is due by the Customer, unless otherwise specified by the Supplier. Termination of a Mooncard License during the period will not be reimbursed for the period during which the License Card is no longer active.

Payment of invoices is made by direct debit. The Site 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 from Client to Client.

Also, the Customer's Manager can place an order on the present Site and make his payment by direct debit by indicating his bank details.

Direct debits are made through secure transactions provided by an online payment platform provider. The payment is made directly to the bank or payment provider receiving the payment from the Customer.

Pursuant to the provisions of Articles L. 441-10 to L. 441-16 of the French Commercial Code relating

to the payment deadlines between companies, and unless otherwise agreed, the Supplier's invoices are payable by SEPA direct debit from the Customer's bank account at the same time as the invoice issue date, or by transfer, without any discount for advance payment. No cheque, bill of exchange or instrument shall be deemed to constitute a valid payment until the Supplier has received all of the sums due.

Article 10 – Late payment

Any late payment will result for the Customer, automatically and without prior formal notice being required, in a penalty rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points. This interest will accrue from the invoice due date until the day the invoice is fully paid. An additional flat-rate indemnity of forty euros (€40) for recovery costs will also be payable. In addition, the Services may be suspended until the sums due have been paid in full.

Article 11 – Liability of the Supplier in the context of the performance of this Agreement

11.1 The Supplier is only bound by a best endeavours obligation.

11.2 The Supplier may not be held liable by the Customer or its Users for any reason whatsoever under the following conditions:

- since the Internet is an open network, in case of intrusion on the Website, hacking of data from the Website or in case of contamination of the Website by computer viruses;
- if the visit, by the Internet user, to a website accessible by a hypertext link on the Website causes him/her harm;
- if it is impossible to access the Website preventing the availability of the Services for any reason, including technical and maintenance.

11.3 With the exception of the provisions of Article 11.2 and to the extent that proof of the Supplier's fault is reported by the Customer or, as the case may be, by its Users, the Supplier's liability shall be limited to a sum corresponding to one year of invoicing for the Services and, in any event, to the limit of the Supplier's insurance. If all or part of a

Service is not made available, the Customer has a maximum of six (6) months (from the date of access to the online service) to make a complaint. After this period, no complaints will be accepted.

Article 12 – Assistance

In order to ensure continuity of services to the Customer and the User and to address any problems with the use of the Website, the Supplier shall set up a support service in order to remedy them.

The help desk for this Site can be reached at the following e-mail address: support@mooncard.co. The Supplier undertakes to respond to any request within seven (7) days.

The Supplier also provides the Customer and its Users with a hotline, or telephone support, to answer their questions. Telephone assistance can be contacted on +33 1 75 85 82 88.

The Supplier reserves the right to sanction any wrongful use.

Article 13 – Intellectual property rights relating to elements incorporated and published on this Website

All elements of this Website belong to the Supplier or are used by the Supplier on the Website with the authorisation of their owners.

The trademarks and logos contained on the Website are registered by the Supplier, or possibly by one of its partners. Any person who represents, reproduces, embeds, distributes, or redistributes them shall incur the penalties provided for in the French Intellectual Property Code, unless expressly authorised by the rights holder (the Supplier and/or the partner concerned).

Any copy of logos, textual, pictorial or video content, without this list being exhaustive, is strictly prohibited and constitutes counterfeiting. Any Customer who is guilty of counterfeiting may have its Mooncard Area and Account deleted without prior notice or compensation, with the Supplier also being able to take subsequent legal action against it, at its own initiative or that of its representative.

Article 14 – Business reference

The Customer agrees that the Supplier shall use its name as a business reference for the duration of their business relationship.

The Customer has the right to inspect and withdraw all publications which refer to it. In the event of withdrawal, the Supplier undertakes to remove the publication within one business day, with the Supplier nevertheless retaining the right to anonymise the said publication in order to retain it.

Article 15 – Governing law and mediation

These General Terms and Conditions are governed by French law.

Except for public policy provisions, any disputes that may arise in the context of the performance of these General Terms and Conditions shall, prior to any legal action, be submitted to the Supplier for assessment with a view to an amicable settlement. It is expressly recalled that requests for amicable settlement do not suspend the time limits for bringing legal proceedings. Unless there are public policy provisions to the contrary, any legal action relating to the performance of these General Terms and Conditions shall be subject to the competence of the courts within the jurisdiction of the Paris Court of Appeal, 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 communication of false information, the carrying out of illegal activities and/or activities that are contrary to good morals, 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 documents and information required, under the conditions of Article 6. 2 of the General 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 Customer 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 Agreement by the Customer or as a result of the Customer assumes payment of the balance of the subscribed Services. The balance of the subscribed Services is understood as the balance of the minimum of the subscribed Licences, multiplied by the number of months remaining until the expiry of the commitment, it being specified that the current month counts as a month due. The reduction in the number of Services subscribed does not impact the minimum amount invoiced during the commitment.

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

The Supplier shall provide the Customer with any unused Funds on its Mooncard Account free of charge at the Customer's request.

In the event of termination of a Visa® Mooncard Account already charged for payments by Visa® Mooncard Cards, the amounts paid by cards are not refunded.

16.5 In the event of termination, the Supplier shall inform the Customer, via the Website, of the upcoming termination of its subscription, and the Customer shall cease using 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 will be required to collect Personal Data and act as a processor, in accordance with the Applicable Regulations. The conditions for processing this Data are set out in Appendix 3 hereto.

Article 18 – Nullity/Invalidity

If any provision of these General Terms and Conditions is held to be illegal, invalid or unenforceable, it 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 may not be held liable for damages caused by delays or failures in the performance of its obligations due to a case of force majeure.

In particular, force majeure events shall be considered as the following events: natural disasters, fires, strikes, riots, wars or attacks, imperative requirements of national or international public authorities related in particular to epidemics, and more generally any event beyond the control of the Supplier, which could not reasonably be foreseen when accepting the General Terms and Conditions, the effects of which cannot be avoided by appropriate measures, and which prevent the performance of its obligation by the Supplier.

19.2 The Supplier, as soon as reasonably practicable after the commencement of the force majeure event, shall inform the Customer in writing of the existence of such event, its effective date, its probable or potential duration and the impact of the force majeure event on its ability to perform its obligations. In this respect, the Supplier shall make 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 a force majeure event consisting of imperative requirements of national or international public authorities of a temporary nature, the Supplier's obligations will be suspended for the duration of said requirements (and any extensions thereof) and the contractual deadlines will be extended by an equivalent duration.

In the event that force majeure events of another nature occur, the Supplier's obligations will be suspended for a maximum period of three (3) months from the occurrence of the event, the Customer and the Supplier during this period must, if necessary, endeavour to reach an agreement on

the terms and conditions for continuing their contractual relationship despite the occurrence of this event.

19.4 At the end of the aforementioned period, if the Supplier is still unable to perform one of its obligations under these General Terms and Conditions due to the force majeure event, the Supplier and the Customer may automatically terminate the agreement. The party intending to avail itself of this provision shall notify its decision to the other party by registered letter with acknowledgement of receipt. Termination shall then take effect within thirty (30) days of receipt of said notification by the other Party.

Article 20 – Inaccuracies

The Supplier shall use all means to correct as soon as possible any inaccuracies, errors or information 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 shall apply in the event of unauthorised modification of the content of the Website or ancillary services (for example, social media) that is due to third parties.

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

Article 21 – Complaints

Complaints may be presented by contacting the Supplier by post and/or email 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 Customer. In doing so, the General Terms and Conditions are not assignable, transferable or sub-licensable by the Customer itself.

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

1. Purpose of the General Terms and Conditions of Benefits

The option of earning Flying Blue Miles is offered to any new User activating his/her Mooncard Card from 26/01/2021 (hereinafter the "Miles") and under the conditions listed below in Article 2.

The option of earning Flying Blue Miles allows Users to get Miles for all purchases made with the Mooncard Card.

2. Conditions for obtaining Miles

2.1 It is the responsibility of the Mooncard User to enter his/her Flying Blue number in his/her Mooncard Area interface. The name associated with the Flying Blue number must be the same as the name on the Mooncard Card.

2.2 If the User does not have a Flying Blue account prior to obtaining his/her Mooncard Card and wishes to benefit from the benefits of this Appendix, he/she is responsible for opening his/her account free of charge on the website www.flyingblue.com.

The User shall be bound by the Flying Blue programme General Terms and Conditions. The Supplier assumes no responsibility for the 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 Area, on the Website interface, without being able to benefit from any retroactivity.

3.2 The amount of the Miles accumulated will be visible on the Website interface and accessible to any User under the conditions listed below in Article 6 of this Appendix.

3.3 The accumulation of Miles can be accessed at <https://app.mooncard.co/> and varies according to the User's Mooncard Card.

3.4 Users opening a Mooncard Account have ninety (90) days to enter their Flying Blue number in their Mooncard Area in order to receive a welcome bonus, subject to meeting the conditions of Articles 2 and 3.1 of this Appendix.

The bonus amount is calculated in Miles and varies according to the Mooncard Card chosen at the time of registration of his/her Flying Blue number (between the Corporate or X Mooncard Card). The transfer of this bonus to the Flying Blue account will take place under the conditions listed in article 6 and in particular Article 6.4. The welcome bonus offer is limited to a single welcome bonus per user per company for the entire lifetime of the user in this company.

3.5 The scales and bonuses set forth in Articles 3.3 and 3.4 of this Appendix may be amended at any time.

Each User may access the amount of the scales in force on the date of signature of these General Terms and Conditions of Services by accessing the following address <https://www.mooncard.co/tarifs>.

3.6 A difference between the accounting of Miles in your Mooncard Area and your expenses may occur.

3.7 The mileage multiplier applicable to the Mooncard Premium license is limited to 150,000 (one hundred and fifty thousand) miles per year (a year begins on the date the license is created). Beyond this mileage gain, the scale switches to the scale applicable to the Mooncard Classic Corporate license.

3.8 The Miles credited on your Mooncard account and not transferred on your Flying Blue account after one year (a year means 12 months after the Mile was credited on your Mooncard account) will be definitively suppressed from your Mooncard account and not pushable anymore on your Flying Blue account.

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

4.1 Monthly contributions.

4.2 Increases and penalties for late payment.

- 4.3 Cash withdrawals.
- 4.4 Internal transfers to the same Mooncard Account or the different Mooncard Accounts of the same holder.
- 4.5 Charging costs.
- 4.6 Pre-authorisations for payment, only the final payment will be taken into account for the accounting of Miles.

Area for more than thirty (30) days in order to be able to be transferred.

6.4 Welcome bonus Miles must have been in the Mooncard Area for more than one hundred and twenty (120) days in order to be able to be transferred.

5. No Miles earned or Miles withdrawn

- 5.1 Any credit or refund to a User's account (including those arising from the refusal of goods or services paid for by the Mooncard Card) will result in a decrease in the corresponding number of Miles.
- 5.2 Any fraud in the use of the Mooncard Card or any abuse in the accumulation of Miles will result in the loss of the corresponding Miles.
- 5.3 Termination of the Mooncard Card results in the immediate termination of Flying Blue benefits.
- 5.4 The User's Miles not yet transferred to his/her Flying Blue account will be lost in the event of termination of the Mooncard Card for a reason due to Moongroup (in accordance with the provisions of Article 16.2 of the General Terms and Conditions of Service) or in the event of the User's death.

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

- 6.1 Miles may only be transferred to the Flying Blue account from his/her Mooncard Area by the User if the following three cumulative conditions are met: (i) his/her Mooncard Card is active, (ii) the User is up to date with the payment of his/her invoices and (iii) the balance of the Customer's Mooncard Account is positive.
Otherwise, Miles will remain blocked on the Mooncard Account until the balance is positive and/or payments are received by the Supplier.
- 6.2 Miles visible in the Mooncard Area must be manually transferred from this interface.
- 6.3 Miles accumulated through current expenses must have been in the Mooncard

General Terms and Conditions of Services - Appendix 2

Pricing terms and conditions in force on 04/04/2022

The modified rates defined below apply as of April 4, 2022 for all new Customers.

Customers who signed a Contract with the Supplier before April 4, 2022, will benefit from the rates specified at the time of signing their Contract. However, the cost allocation for Mooncard Services will be different as of April 30, 2022 and service fees will now be applied.

The new pricing can also be applied to existing Customers who wish to do so by contacting their account manager.

The Mooncard license fee is composed of three elements:

Subscription per public company or corporation

The subscription price depends on the number of employees. It is declined under the following conditions:

- 49€ per month for companies with 0 to 10 employees ,
- 199€ for companies with 10 to 50 employees,
- 199€ for companies from 50 to 200,
- 499€ for companies from 200 to 500,
- On estimate for companies with more than 500 employees.

The subscription gives access to :

- the expense management platform
- the accounting tool
- a dedicated support
- archiving with probative value
- validation workflow settings
- as many transactions adapted to the size of your organization.

Price per user

- User without card: 5€ (excl. VAT) per month, billed only for the months used.
- User with card: 5€ per month per user

Additional costs:

- Drafting and sending of a circularization letter: 79€ HT
- PIN code reminder: Free
- Account management fees: Free
- Issuing fees: 9,90€ HT / card
- Payment in Euro zone: Free
- Payment outside the Euro zone: 3% of the exchange rate applied by Visa
- Withdrawal from an ATM in the Euro zone: 2.50€ per withdrawal + 1.75% of the transaction amount, minimum 4€
- Withdrawal of cash in a currency outside the Euro zone: 2.50€ per withdrawal + 1.75% of the transaction amount + Exchange rate fee: 3%. Minimum: 4€ exchange rate applied by Visa
- Direct debit rejection fee: 40€ excl.
- Service fees: 0.5%. of loading

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

By signing this Appendix, 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 General Data Protection Regulation” or “GDPR”) and with Law No. 78-17 of 6 January 1978, as amended, on Information Technology, Files and Civil Liberties (hereinafter the “French Data Protection Act”).

1. DEFINITIONS

“Agreement”	means the General Terms and Conditions, Appendix 1 "General Terms and Conditions of AIR France KLM Flying Blue benefits for Mooncard Cards", Appendix 2 relating to the Fee Schedule, this Appendix 3 relating to the Personal Data Processing Agreement, Appendix 4 relating to the General Terms and Conditions of Paynovate Services, Appendix 5 relating to the General Terms and Conditions of Trezor Services, and any other applicable contractual document according to the method of conclusion of the contract determined between the Parties.
“Processing”, “Controller”, “Joint Controller”, “Processor”, “Sub-Processor”, “Personal Data”:	these terms have the same meaning as the definition given to them in the GDPR, as they apply to the Agreement.
“Services”:	means the services provided by the Supplier to the Customer as described in the Agreement.
“User Data”	means the Personal Data (surnames, first names, roles, employer, telephone number and email address where applicable, business expenses) of the Users of the Services, processed by the Supplier during the performance of the Agreement in the name and on behalf of and under the detailed instructions of the Customer.
“Supplier contact data”	means the Personal Data relating to the Supplier’s personnel involved in the performance of the Agreement and communicated to the Customer in this respect.
“Customer contact data”	means the Personal Data relating to the Customer’s personnel, in particular the Customer Manager, involved in the performance of the Agreement, and communicated to the Supplier in this respect.

All the terms used in this Personal Data Processing Appendix in capital letters and not defined below are defined in the Agreement.

2. BACKGROUND

Within the framework of the Agreement, the Parties shall be required to process Personal Data and intend by this Appendix to define the terms and conditions for the Processing of this Personal Data.

3. PURPOSE

The purpose of this Personal Data Processing Appendix (hereinafter “*the Agreement*”) is to define the conditions under which the Parties undertake to carry out Personal Data Processing operations for the purposes of the performance of the Agreement.

4. TERM

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

The expiry or termination of the Agreement for any reason 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, whose respective purposes are specified below:

- The Processing by the Supplier of User Data, in the name and on behalf of and under the detailed instructions of the Customer, for the purposes of the performance of the Agreement;
- Processing by the Supplier
- Processing by the Service Provider of Mooncard Contact Data for the purposes of the performance of the Agreement;
- Processing by Mooncard of the Service Provider’s Contact Data for the purposes of the performance of the Agreement.

5.1. PROCESSING OF USER DATA

5.1.1 OBLIGATIONS OF THE SERVICE PROVIDER

The Supplier collects the User Data for the sole purpose of performing the Agreement. When it collects User Data under the Agreement and subsequently processes it, the Supplier acts as a Data Processor of the Customer. The Customer retains the capacity of Controller, in that it determines the purposes and means of this Processing, i.e. the objective and the way in which it is carried out.

The User Data is confidential: the Supplier undertakes to disclose it only to members of its staff who need to know it for the purposes of performing the Agreement and is prohibited from disclosing it to third parties for any reason whatsoever.

To the extent possible, the Supplier shall assist the Customer in fulfilling its obligation to follow up complaints or requests for the exercise of rights by any data subject on the basis of Processing carried out by the Supplier.

5.1.2. OBLIGATIONS OF THE CUSTOMER

The Customer acts as a Controller. As such, the Customer warrants to the Supplier that the User Data is lawfully collected and processed and that the data subjects have been informed of this Processing and their resulting rights. Consequently, the Customer holds the Supplier harmless against any third party action based on such Processing.

In the event of a complaint or exercise of his or her rights by a data subject on the basis of Processing performed by the Supplier on behalf of the Customer, the Customer shall be solely obliged to respond, with the Supplier undertaking to cooperate with the Customer for such purposes, at the Customer's request.

5.2. PROCESSING OF CONTACT DATA

For the purposes of the performance of the Agreement, each Party shall communicate its Contact Data to the other Party. Each Party is the Controller of the other Party's Contact Data.

This Contact Data will be processed by the receiving Party for the sole purpose of managing the contractual relationship resulting from the Agreement. It shall be sent only to authorised personnel and to the authorised Suppliers of each of the Parties involved in the context of the Agreement.

This Contact Data will not be transferred outside the European Union, except with the prior written consent of the communicating Party.

This Contact Data may be retained by the receiving Party for a maximum period of one year from the end of the Agreement.

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 Agreement and to inform them of their rights: right of access, objection, rectification and erasure of personal data concerning them, as well as the right to data portability, the right to define guidelines on the fate of their personal data after their death and to request the restriction of processing concerning them, and the right to refer to the CNIL (French data protection authority).

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

In the event of the exercise of its rights or a complaint by a data subject 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 undertakes to immediately inform the communicating Party, specifying the names of the persons concerned and the nature of the breach, and the Parties shall cooperate to put an end to it as soon as possible.

6. TRANSFER OF DATA OUTSIDE THE EUROPEAN UNION

The Customer expressly accepts that the Supplier transfers the Personal Data of Users and Customer Contact Data to countries which are not members of the European Union, subject to applying the standard contractual clauses guaranteeing the security and integrity of Personal Data.

7. SUBPROCESSING

It is stated that on the date of signature, the Supplier has entered into a contract with the following Sub-processors to process Personal Data, which the Customer expressly and specifically acknowledges and accepts.

Company name	Registered office	Purpose of the processing	Data concerned	Data storage country
Salesforce	USA		Customer	European Union
Algolia	USA		Customer	European Union
Appsignal	USA		Customer	European Union
AWS App/Data	USA		Customer	European Union
Beamer	USA		Customer	European Union
Datadog	USA		Customer	European Union
Hubspot	USA		Customer	European Union
Exact Online	France		Customer	European Union
Sinch	USA		Customer	European Union
Sengrid	USA		Customer	European Union
Sparklane	France		Customer	European Union
Twilio	USA		Customer	European Union
Zapier	USA		Customer	European Union
Slack	USA		Customer	European Union
Google	USA		Customer	European Union
Get Quanty	France		Customer	European Union
Hotjar	USA		Customer	European Union
Heroku	USA		Customer	European Union
DocuSign	USA		Customer	European Union
Lemlist	USA		Customer	European Union
LinkedIn	USA		Customer	European Union
Universign	USA		Customer	European Union
Livechat	USA		Customer	European Union
Sqreen	USA		Customer	European Union
Livestorm	USA		Customer	European Union
Xelians	France		Customer	European Union
Exact Online	Netherlands		Customer	European Union
Loyaltek	Belgium		Customer	European Union
Notion	USA		Customer	European Union
Stripe	USA		Customer	European Union
Sentry	USA		Customer	European Union
Talend	USA		Customer	European Union
OVH	USA		Customer	European Union
Typeform	USA		Customer	European Union
Paynovate	Belgium		Customer	European Union
Chorus	France		Customer	European Union
Treezor	France		Customer	European Union
Xelians	France		Customer	European Union
Zoho	USA		Customer	European Union

Pursuant to Article 28.2 of the GDPR, the Supplier shall inform the Customer Processor of any planned changes regarding the addition or replacement of other sub-subcontractors, thereby giving the Customer Processor the opportunity to object to such changes.

8. SECURITY

Each Party undertakes to:

- Benefit from appropriate measures to ensure the continuity, integrity, availability and resilience of its systems and Processing services;
- Benefit from means to restore the availability of and access to Personal Data within appropriate timeframes 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 of this to the other Party or supervisory authorities on first request.

9. DATA PROTECTION OFFICER

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

General Terms and Conditions of Services - Appendix 4
Paynovate Terms and Conditions

The General Conditions of Use of the Mooncard - Paynovate Program are available on this page:
https://www.mooncard.co/hubfs/CG/visa_terms_en.pdf

General Terms and Conditions of Services - Appendix 5
Treezor Terms and Conditions

The Terms of Use of Treezor are available on this page:
https://www.mooncard.co/hubfs/CG/cgs_treezor.pdf

General Terms and Conditions of Services - Appendix 6
Allianz Terms and Conditions

The Allianz insurance information sheets are available on these pages

Mooncard Corporate:

<https://app.mooncard.co/Mooncard%20Corporate%20et%20Mooncard%20X%20-%20Notice%20Information%20Assurance.pdf>

With Premium option

<https://app.mooncard.co/Mooncard%20X%20-%20Notice%20Information%20Assurance.pdf>