TERMS AND CONDITIONS

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Terms and conditions.

The following Terms & Conditions apply between:

- "NEOSURF CO": meaning company NS CARDS France SAS, which provides the service of Neosurf prepaid vouchers. NS CARDS France SAS offices are at 58A Rue du Dessous des Berges, 75013 Paris France, and is registered in Paris under number 478 502 321.

- "USER": meaning You or the person who owns a Neosurf prepaid voucher.

Warning

If you do not agree with the following Terms & Conditions please disconnect from our website and refrain from buying a Neosurf prepaid voucher.

In the case you already purchased a Neosurf prepaid voucher you may ask for a refund according to Article 9 hereafter.

ARTICLE 1: OBJECT OF THE CONTRACT

The contract aims to define the conditions for using Neosurf vouchers (the "Neosurf Vouchers").

ARTICLE 2: DESCRIPTION OF SERVICE

Neosurf Prepaid vouchers are sold by Neosurf CO or by a network of retail outlets authorized by NEOSURF CO.

Neosurf prepaid vouchers are sold for face value which must appear on the voucher.

Neosurf vouchers show an expiry date on the voucher receipt.

They allow you to make payments on the websites partners of Neosurf CO, using a 10-character PIN, through the online Neosurf payment form.

ARTICLE 3: USE OF A NEOSURF VOUCHER

Each Neosurf voucher has a 10 alphanumeric characters code printed on it.

It is by entering this 10-character alphanumeric code on a Neosurf dedicated online form that the User places an order for payment or transfer of funds with its Neosurf voucher.

You acknowledge that all payment orders passed through entering your Neosurf code will be made by You. Once a service is subscribed on a website partner of Neosurf CO, you choose to pay by Neosurf and click on the Neosurf

logo among the means of payment. A new window will appear under the colors of Neosurf that summarizes: - The Website you want to pay, - The service or product type you want to buy (according to the Website) - The amount you agree to pay You are invited to enter the Neosurf code in 3 white boxes (4 +3 +3 characters).

It is by entering your Neosurf code on this page that the User pays the contracted service to the website or transfers funds using its Neosurf voucher.

The Neosurf voucher is immediately debited by the amount paid or transferred. You can repeat as many times as you want until exhaustion of the balance of the voucher.Neosurf CO may refuse to execute a payment order given by you, for various reasons including the lack of provision or any other cause.

ARTICLE 4: CURRENCIES - FEES

Neosurf vouchers are sold in various currencies according to the country where they are distributed.

In case you make payments in a different currency, your Neosurf voucher will be debited according to the current exchange rate plus an exchange fee.

The exchange fee is 2% (3% for the currency ZLOTY).

Service Fee: No service fee applies as long as you make a transaction at least once every 3 months on your Voucher. Otherwise, a service fee of €3, or equivalent in your country currency, will be deducted monthly from your Voucher value

ARTICLE 5: DUTIES OF NEOSURF CO - Service Availability

Neosurf CO implements all the necessary technical resources to ensure you may use the service for its intended purpose, and to ensure the best access possible to that service.

The service can in principle be used 24 hours /24 and 7 days /7.

However, the service is available via the Internet and via mobile phone networks, and Neosurf CO does not guarantee continuous availability of service.

The service may particularly be interrupted temporarily in case of force majeure, technical difficulties, or other computer-related disruptions and, in particular, in the event of a disruption in the communication network used.

In addition, you agree that access to or use of the service may temporarily be interrupted because of repair services, maintenance, updating of data or changes implemented by Neosurf CO.

In this case the responsibility of Neosurf CO may not be engaged.

ARTICLE 6: LIABILITY OF NEOSURF CO AND THE USER

The responsibility of Neosurf CO towards You may only apply for proven facts affecting you directly.

It will cover only direct and proven damages such as defined by law and jurisprudence.

Thus Neosurf CO will not be liable because of third parties, strikes, fraud, disruption of supply sources, computer viruses, machine incidents, hacker attacks, explosions or any other event beyond its control.

These events will have the same effect as the force majeure (suspension of contract and possible termination by the parties in the terms and conditions set out below).

In case of appeal against Neosurf CO by a third party because of you, you will indemnify Neosurf CO against any demands, claims or convictions.

Force Majeure The responsibility of Neosurf CO will not apply in case of force majeure as defined by law and the Court of Cassation.

ARTICLE 7: PROOF

It is expressly agreed that any payment order or remittance which is subject to validation by entering the code on the Neosurf voucher is deemed to emanate from you.

You acknowledge that validation of such operations by secret code is a proof of your acceptance without reservation unless proven otherwise.

You are advised that all transactions you initiate can be recorded in electronic, magnetic or optical support.

You expressly agree that the evidence of transactions initiated and / or ordered by you pursuant to this contract is the result of recordings made by Neosurf CO unless proved otherwise.

ARTICLE 8: ASSISTANCE

You may ask for assistance about the use of Neosurf vouchers by sending an e-mail.

For English language: support.en@neosurf.com

For other languages: support@neosurf.com

ARTICLE 9: COMPLAINTS - REIMBURSEMENTS

In case of complaint or claim you may go to « CONTACT » page of www.neosurf.com website.

For all Refunds a KYC (Know-Your-Customer ID Verification) will be systematically requested, which may include proof of address and proof of bank account.

If we are unable to verify this documentation there may be a delay in processing the refund request.

If we are unable to establish bank account ownership, we may refuse the refund request.

In case of refund, a management fee of 5% will be applied.

Disputed payment made by your Neosurf voucher

For any claim related to a payment made to a merchant with your Neosurf voucher, you are invited to retrieve your payment details in the tab "Payments History" on www.neosurf.com and communicate them to the merchant credited. In cases where difficulties would persist you can contact the Neosurf customer relations department by mail (support@neosurf.com).

All claims related to goods or services purchased or all order cancellation or reimbursement cannot be addressed to Neosurf Co and must be submitted to the corresponding merchant.Only those that relate to a lack or an error in executing the payment transaction by Neosurf are covered by this article.

If the payment transaction is executed by Neosurf with errors due to a lack of Neosurf and is not attributable to a third party, force majeure or fault of your own, the operation is cancelled.

Any dispute request must be sent by registered letter with acknowledgment of receipt to Neosurf within 7 days of receipt of order.

You agree to provide all the necessary elements to determine the circumstances of the transaction.

ARTICLE 10: PERSONAL INFORMATION STORAGE, PROTECTION AND CONFIDENTIALITY

Personal information collected through this contract are binding and can be processed by computer.

The information collected will be used to manage this contract, they can also be used by Neosurf CO for commercial prospecting operations.

On his personal information collected, the customer has a right of access and rectification.

In addition, the client may invoke a right of opposition, including the use of such information for marketing purposes, this right of opposition may be exercised when collecting personal information.

To exercise all such rights, access, rectification, opposition, the customer can write to:

NS CARDS France

58A Rue du Dessous des Berges, 75013 Paris France

Pursuant to Article L 511-33 of the Monetary and Financial Code, Neosurf is bound by professional secrecy.

However, this secrecy may be lifted in accordance with the legislation in force, under a prudential regulatory and legal obligation, including at the request of regulators, tax authorities or customs, as well as that of Judge Criminal established by Article L.562-4 of the Monetary and Financial Code or in case of requisition court notified Neosurf Notwithstanding the foregoing, you have the power to relieve Neosurf of privilege, stating in writing the authorized third parties to receive confidential information about you.

Thus, you expressly authorize Neosurf to disclose any relevant information about you to any person whose intervention is necessary for the performance of services under this contract or that would be attached later.

Persons so affected are Neosurf CO group companies and service providers with which it is operating in a contractual relationship for execution of transactions and services provided that such third party recipients of personal data are subject to regulation ensuring an adequate level of protection as defined in Article 561-7 IIb of

the Monetary and Financial Code.

The list of third party recipients of information covered by professional privilege is available on request from the Compliance Officer of Neosurf:

NS CARDS France To the attention of the Compliance Officer 58A Rue du Dessous des Berges, 75013 Paris France

ARTICLE 11: DUTY OF SURVEILLANCE

Pursuant to the provisions of Articles L.561-2 and following of the Monetary and Financial Code, relating to the participation of financial undertakings in the fight against money laundering and terrorist financing, Neosurf CO may be required to implement surveillance systems whose purpose is the fight against money laundering and terrorist financing.

You acknowledge that it may terminate at any time or postpone the execution of an operation.

The operation may not be performed in case of refusal by you to transmit the information required by Neosurf CO, without this may lead to the questioning of Neosurf CO responsibility.

You hereby certify that all payments you will make will be for the purchase of a good or service through the site of a merchant, customer of Neosurf CO.

ARTICLE 12: APPLICABLE LAW AND MEDIATOR

This contract is governed by French law. In the absence of agreement the only relevant courts are the jurisdiction of Paris.

Neosurf may appoint a mediator to recommend solutions to disputes when you are not acting for business purposes, for services provided and implementation of the General Conditions. The mediator is required to decide within two months of referral. The findings and declarations that the mediator collects cannot be produced or cited in subsequent proceedings without the agreement of the parties. This mediation process is free. Except in case of application of a mandatory law - which would apply only to the extent strictly to its subject, it is expressly provided that (i) these Terms are subject to French law and (ii) any dispute between you and Neosurf under use of the payment page will be submitted to the jurisdiction of courts of Paris.

These Terms are provided to you in the English language. Where we have provided a translation of these Terms to you, you agree that such translation is provided for your convenience only and that the English language version of these Terms will govern your agreement with us. If there is any contradiction between the English language version of these Terms and any translated version, the English language version takes precedence.