

# Direct Payment

## General Terms and Conditions of Use

**By filling out the payment form, the User explicitly consents to the processing of personal data by the Issuer as stated by article 17 of these Terms and conditions.**

Question are best answered by writing to the customer service [contact@tsi-payment.com](mailto:contact@tsi-payment.com)

### 1. Definitions

The words and terms used in these general terms and conditions in capital letters have the meaning given to them below:

#### Direct Payment Solution

Means an Electronic Money product non-reloadable and non-divisible issued and distributed by the Issuer. The Direct Payment Solution can solely be used for online payment of Services offered by Partners. Direct Payment is a tradename of Transaction Services International.

#### Electronic Money

Means a monetary value electronically stored and represented by a claim on the Issuer which is issued on receipt of fund and which is accepted by the Partners.

#### Issuer

Means the company Transaction Services International (TSI), a French *société anonyme* with capital of EUR 1 000 000, registered with the Trade and Companies Register of Nanterre under number 450 932 710 having its headquarters 91 boulevard National 92250 La Garenne-Colombes, France. TSI is authorised to issue e-money by the French banking and insurance supervisory authority (*Autorité de contrôle prudentiel et de résolution - ACPR*), established 61 rue Taitbout 75436 Paris Cedex 09. TSI has the CIB code 16118; its license is accessible on the website [www.regafi.fr](http://www.regafi.fr). The Issuer is subject to the regulations on electronic money provided for notably in the French Monetary and Financial Code, and is placed under the supervision of the ACPR.

#### User

Means the competent adult who is the legal holder of a Direct Payment Solution, using this Direct Payment Solution to make Payments to buy Services.

#### Partner(s)

Means the seller internet site(s) accepting Direct Payment Solution as a mean of payment for the Services that it (they) offer(s).

#### Services

Means the goods or services offered by the Partners.

#### AML

Refers to legislation preventing money laundering and terrorism financing

### 2. Purpose

2.1. These terms and conditions govern the terms and conditions of use, sale and refunds relating to Direct Payment Solution.

2.2. The Direct Payment Solution is personal and non-transferable.

2.3. The use of Direct Payment Solution entails full acceptance of these terms and conditions by the User.

2.4. These General Terms and Conditions are available on the Partner's seller website. On request, a hard copy will be sent to the User.

### **3. Purchase and loading of a Direct Payment Solution**

- 3.1 A Direct Payment Solution may be loaded for a sum corresponding to an amount below €250 without the User having to produce identification. Any loading above such a sum gives the Issuer the right to request identification documents as provided for in Article 15 of these general terms and conditions.
- 3.2 The purchase of the Direct Payment Solution is paid for by payment card. The transaction is completed online through, depending on the case, a 3D Secure type authentication procedure. For security reasons, the purchase process may vary, which may include purchase restrictions, which the User acknowledges and accepts.
- 3.3 Purchase of a Direct Payment Solution is exclusively made with the Issuer and the User is required to check that the person with whom he is buying a Direct Payment Solution is the Issuer.
- 3.4 The Issuer accepts no liability regarding the validity of a Direct Payment Solution which has not been loaded by the Issuer.

### **4. Using a Direct Payment Solution**

- 4.1 The use of Direct Payment Solution is exclusively reserved for competent adults.
- 4.2 The Direct Payment Solution is used exclusively with the Partners and the User must check that the person with whom the Direct Payment Solution is used is a Partner of the Issuer.
- 4.3 The User recognizes being informed by TSI and agrees to obey the legislation providing that a payment made in France to a French creditor with electronic money issued in France is legally capped when carried out to perform a single debt. The debt to be paid must be not higher than €3000 when the debtor is a French Tax resident or is acting on behalf of a business activity. The high limit is €15000 when the debtor is not a French Tax resident and is not acting on behalf of a business activity (French Monetary and Financial Code, article L. 112-6 and D.112-3).
- 4.4 The Issuer may request any additional information and/or document in particular pursuant to Article 15 of these general terms and conditions concerning the User and the transactions, before completing any purchase or use of the Direct Payment Solution, or authorising any request from the User. The Issuer may suspend or refuse any service in the event of an unsatisfactory response. The Issuer endeavours to give the reason for suspension or refusal, insofar as this is authorised by current legislation, particularly on the prevention of money laundering and financing of terrorism. The Issuer may not be held liable nor shall it pay any damages in this respect.
- 4.5 When using a Direct Payment Solution a "Digital wallet serial number" is issued.
- 4.6 Direct Payment Solutions are intended to be used only to purchase Services.

### **5. Conditions for completion of transactions**

- 5.1 By agreeing to execute the transaction for the purchase and the use of the Direct Payment Solution in payment of the Service, the User irrevocably authorises the Issuer (i) to debit the account linked to the bank card used for the purchase of the Direct Payment Solution, as specified in Article 3 of these terms and conditions, and (ii) to pay the Partner for the Services.
- 5.2 The User is advised that the transaction may be interrupted for reasons beyond the Issuer's control (such as interruption in communication, network failure, abandonment of transaction pending by the User, etc.). In this case, the Direct Payment Solution is not issued. The payment card is not debited.

- 5.3 The User must expressly consent to the Direct Payment transaction in the two following steps: purchase of a Direct Payment Solution from the Issuer and use of the Direct Payment Solution with the Partner. If the User refuses, his card is not debited or is refunded.
- 5.4 After the User has agreed to the Direct Payment transaction, the Issuer checks that there are sufficient funds. If these checks allow Payment, the Issuer confirms Payment.
- 5.5 The User has the possibility to choose either (i) to enter his payment card information **as described above** for each Direct Payment Transaction or (ii) to use the One-Click Option. By choosing the One-Click Option, the End client enters his payment card information (as described above) for the first Direct Payment Transaction and does not have to enter them again for the following Direct Payment Transactions. The 3-D Secure protocol only applies for the first Direct Payment Transaction.
- 5.6 However, the 3-D Secure protocol may be applied again if the COMPANY decides to reinitialise the One-Click Option parameters for the End Client.
- 5.7 The balance, record of transactions and costs charged for a Direct Payment Solution may be issued upon request to the Partner. The User is notified of the purchase of a Direct Payment Solution on his account statement for the payment card used to purchase the Direct Payment Solution.
- 5.8 The electronic money available on the Direct Payment Solution does not accrue interest nor confer any benefit linked to the duration of possession of electronic money.
- 5.9 The User undertakes not to use the Direct Payment Solution for illegal purposes.
- 5.10 Direct Payment Transactions are processed as follows:
- i. The User purchasing a Service on the E-commerce website decides to pay the Service with a Direct Payment Transaction by means of a payment card.
  - ii. The User shall be informed of the involvement of TSI. The DP terms and conditions of sale and use are displayed on the E-commerce website.
  - iii. The User shall enter the following payment card information into the payment interface:
    - The 16 digit number on the front of the card,
    - The expiry date,
    - The security code (3 digits on the back of the card).

Under the DPEW\_N3DS MID:

The 3D secure protocol does not apply; the User shall enter his payment card information as described above for each Direct Payment Transaction.

Under the DPEW\_3DS MID:

The User has the possibility to choose either (i) to enter his payment card information as described above for each Direct Payment Transaction or (ii) to use the One-Click Option. By choosing the One-Click Option, the User enters his payment card information (as described above) for the first Direct Payment Transaction and does not have to enter them again for the following Direct Payment Transactions. The 3-D Secure protocol only applies for the first Direct Payment Transaction.

However, the 3-D Secure protocol may be applied again if the COMPANY decides to reinitialise the One-Click Option parameters for the User.

- iv. The API installed on the E-commerce website sends an authorisation request to the TSI platform.
- v. After validation of the checks, the information shall be submitted to the payment service provider authorising the payment, according to the 3-D Secure protocol where applicable.

- vi. When confirmation of these checks is received, the TSI Platform shall issue electronic money, of which the User and E-commerce website may be notified.
- vii. The Service is paid by electronic money issued by TSI and the E-commerce website accepts the purchase.
- viii. Once the Direct Payment Transaction has been executed, the E-commerce website shall submit the User identification details to TSI, as provided in article 5.4 hereof.
- ix. TSI shall transfer the sum of the Direct Payment Transaction in accordance with the time frame and conditions provided herein.
- x. The descriptor, which appears on the statement of transactions made by the User using his payment card, shall include the name "TSI – Transaction services international".

If the Direct Payment Transaction is refused by TSI and/or the payment service provider, the User and the E-commerce website shall be notified. TSI shall not issue any electronic money and the Direct Payment Transaction request shall be abandoned.

## **6. Duration**

- 6.1 For security purpose, the period of validity of the Direct Payment Solution is limited to the purchase of the Service. In case of refusal, the Direct Payment Solution is not issued and the account linked to the payment card is not debited.
- 6.2 The Issuer will execute the payment order of the User as soon as it receives it.

## **7. Acceptable evidence**

The data recorded by the Issuer's computer system, complemented by data from the payments systems involved in transactions, and as the case may be, by the Partners, shall, barring evidence to the contrary, constitute proof of purchase of the Direct Payment Solution completed by the User with the Issuer, and of their use with Partners.

## **8. Refunds**

- 8.1 The User may ask to be refunded the balance of a Direct Payment Solution on the condition that it has not been used. Refunds are given at the face value of the Electronic Money units. Where applicable, refund charges, as defined in Article 9 of these general terms and conditions, may be applied.
- 8.2 The User may choose to be refunded by bank transfer to a bank account or a Payment account opened in the User's name. Refunds are sent by the Issuer within 30 days. If the User would like to be refunded in cash, he must contact the Issuer to reach an agreement on the appropriate measures.
- 8.3 In all cases, to be refunded the balance of the Direct Payment Solution, the User must send the Issuer a written request, stating the balance to be refunded, accompanied by:
  - the User's email address, full name and date of birth;
  - the date and approximate time of the Direct Payment Solution's purchase;
  - the BIC/IBAN (bank identity code) of the account in which the User would like to receive the balance of the Direct Payment Solution, if the refund has been requested by transfer;
  - the User's full name and address (street, street number, town, postcode and country);
  - a copy of both sides of a valid official identity document held by the User, showing his photograph and a proof of address; for refunds over a threshold defined by the Issuer's Prevention of money laundering Policy, the User will have to show evidence of an income and/or financial assets.

- 8.4 The request for a refund must be sent to the following address: Transaction Services International, After-Sales Department, 91 boulevard National 92250 La Garenne-Colombes, France.
- 8.5 Where applicable, charges relating to the refund are billed, as defined in Article 9 of these general terms and conditions. These charges shall be deducted by means of offsetting with the balance of the Direct Payment Solution.
- 8.6 The Issuer may request any additional information and/or document concerning the User and the transactions, before issuing any refund. The Issuer may suspend or refuse a refund in the event of an unsatisfactory response. The Issuer endeavours to give the reason for suspension or refusal, insofar as this is authorised by current legislation, particularly on the prevention of money laundering and financing of terrorism. The Issuer may not be held liable nor shall it pay any damages in this respect.

## 9. Charges

- 9.1 In accordance with Article L. 133-31 of the French Monetary and Financial Code, charges resulting to refunds shall be applied only in the following instances:
- The User applies for a refund more than one year and a day after the deadline for the use of the Direct Payment Solution, within the meaning of Article 6 of these general terms and conditions.
- 9.2 The following refund charges shall be applied to Direct Payment Solution:
- Refund charges are €6, to be deducted directly from the balance of the Direct Payment Solution.
- 9.3 Handling charges of €6 per month are deducted from the balance of any Direct Payment Solution which has not been used in full one year and a day after the deadline the use of the Direct Payment Solution, within the meaning of Article 6 of these general terms and conditions.

## 10. Right to withdraw

- 10.1 The User has a right to withdraw, at no charge and without having to provide reasons, of 14 calendar days as from the date of loading of the Direct Payment Solution. If this period ends on a Saturday, a Sunday, an official holiday or a public holiday, it is extended to the next business day.
- 10.2 To exercise this right to withdraw, the User must send a letter to the following address: TSI, 91 boulevard National 92250 La Garenne-Colombes, France, or an email to the address [contact@tsi-payment.com](mailto:contact@tsi-payment.com). The User must quote the reference number of the Direct Payment Solution. The User may only exercise this right to withdraw for the outstanding balance on the Direct Payment Solution after deduction of purchases made, where applicable.
- 10.3 As from receipt of the request for withdrawal, validly submitted by the User, the Issuer shall proceed with a refund of the Direct Payment Solution balance, under the conditions set out in Article 8 of these general terms and conditions of use.
- 10.4 The User is informed that this right to withdraw does not apply when the Direct Payment Solution balance was totally used in Payment at the express request of the User before the withdrawal period has elapsed.

## 11. Loss, theft and blocking

- 11.1 After execution of any Direct Payment Solution transaction, the sums relating to these transactions may not be refunded to the User, even in the case of loss or theft of information relating to the Direct Payment Solution.
- 11.2 If the User suspects the Direct Payment Solution to be fraudulent, he must notify the Issuer as promptly as possible, doing so by calling +33(0)1.82.97.05.01 or sending an email: [contact@tsi-payment.com](mailto:contact@tsi-payment.com).

- 11.3 As from execution of this notification from the User, the Issuer will block use of the Direct Payment Solution forming subject of the notification.

## **12. Amendment of the General Terms and Conditions - Assignment**

- 12.1 The Issuer reserves the right to amend these general terms and conditions (including the charges defined in Article 9 or assignment of the contract to any company designated by the Issuer), by sending via email to the User two (2) months before they come into force.
- 12.2 The User may object to these amendments at any time within the 2-month period. By objecting to the new general terms and conditions, the User is terminating the contract with immediate effect. In this case, the stipulations in Article 8 shall apply.
- 12.3 If the User does not object, the amendments are deemed accepted and the new online general terms and conditions shall prevail over the previous general terms and conditions, notably in their printed version.

## **13. Complaints - Ombudsman**

- 13.1 Any reasoned complaint may be made online via [contact@tsi-payment.com](mailto:contact@tsi-payment.com) or submitted in writing to: TSI After Sales, 91 boulevard National 92250, La Garenne-Colombes, France
- 13.2 In accordance with Chapter II Title I Book VI of the French Consumer Code, on receipt of the complaint, if the aforementioned complaint is unsuccessful, the User may refer the matter to the Ombudsman at the following address: The Ombudsman of the ASF (French Association of Financial Companies), 75854 Paris cedex 17 or on the following website: <http://lemediateur.asf-france.com>.
- 13.3 The Ombudsman is required to rule in accordance with article R. 612-1 et seq of the French Consumer Code and in particular not later than 90 days after its referral notification, as defined at the article R. 612-2 of the French Consumer Code.

## **14. Disputes with the Partners**

- 14.1 The Issuer accepts no liability regarding the Services paid for using Direct Payment Solution. It is for the User to settle directly with the Partner or the seller's site at issue any dispute of any kind in connection with the Service or the goods or services sold on the seller's site.
- 14.2 Refunds on a Service paid for using the Direct Payment solution depends on the terms and conditions of use of the Partner concerned. The User must make inquiries with the Partner. According to the terms and conditions defined by the Partner, this refund may give rise to the issue of a new Direct Payment Solution by the Issuer in favour of the User.

## **15. Rules on the prevention of money laundering and the financing of terrorism**

- 15.1 The Issuer is subject to all French regulations on the prevention of money laundering and the financing of terrorism.
- 15.2 The Issuer shall verify the identity and status of the User and of his transactions, based on documentary evidence of identity and any other document it shall deem fitting to this end, in accordance with the provisions currently applicable and defined by the Issuer's AML and risk prevention Policy. In any case, the Issuer proceed to this identity verification:
- When the User makes a request for a refund;
  - At any time, when the Issuer suspects money laundering or the financing of terrorism;

15.3 In particular, and in accordance with the French regulation, the Issuer may ask the following documents to the User, which have to provide the Issuer with the documents requested:

- the justification of the home address of the User at the time the items are collected;
- the professional activities currently performed by the User;
- User's income or any other item that allows other resources to be estimated;
- any element enabling the asset of the User.

## 16. Liability

16.1 The Issuer accepts no all liability in the event of use of a Direct Payment Solution on a site that does not belong to the Partners.

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

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

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

16.5 Similarly, the Issuer does not guarantee permanent availability of the Partners. In addition, its liability is expressly excluded should a Partner refuse to accept payment for a Service with a Direct Payment Solution.

## 17. Personal data protection

17.1 The Issuer is responsible for the processing of Users' personal information, and guarantees the security and confidentiality of that information, in accordance with the regulation on the protection of personal information and professional secrecy. The Issuer informs the User that an DPO has been designated (dpo@tsi-payment.com).

17.2 **User's Personal data.** Personal data means any information relating to an identified or identifiable natural person. The User's personal data processed by the Issuer can include:

- Identification data, for instance: name, address, telephone number, email address.
- Personal data for instance: date of birth, place of birth.
- Data relating to official identification documents, for instance: passport identity card numbers.
- Transaction data, for instance: account history, payment instrument data (payment card, sensitive payment data)
- Internet traffic data, for instance: information and personal data originating from cookies (please refer to TSI's cookie Policy), IP address.

17.3 **Nature of the processing.** The processing of the User's personal data carried out by the Issuer in order to supply its payment service include:

1. e-money transactions processing;
2. anti-money laundering data processing,
3. client data processing,
4. customer support,
5. mainframe protection.

17.4 **Purpose of the processing.** The purpose of the User's personal data processing respectively concerns:

1. the functioning of TSI e-money services,
2. prevention of money laundering,
3. prospection for TSI products,
4. assistance to End Clients,
5. protecting TSI systems.

17.5 **Legal basis of the processing.** From a general perspective, the Issuer process the User's personal data on a performance of contract basis:

1. processing is necessary for the performance of the contract;
2. processing is necessary for compliance with a legal obligation to which the controller is subject;
3. processing is necessary for the purposes of the legitimate interests;
4. processing is necessary for the performance of the contract;
5. processing is necessary for the purposes of the legitimate interests.

17.6 This information is intended for the Issuer, who reserves the right to pass this information onto its subcontractors for the reasons set out above. Under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and the implementation in France by the Act of 6 January 1978 as amended, the User has:

- a right of access and a right to obtain a copy of the transaction data,
- a right of rectification,
- a right to oppose processing,
- a right to oppose a transfer outside the European Union or to receive a copy of the guarantees TSI has set up in the event of such transfers,
- a right to file a complaint with TSI's Personal data delegate

This right may be exercised by sending a written request to TSI, 91 boulevard National 92250, La Garenne-Colombes, France or at [contact@tsi-payment.com](mailto:contact@tsi-payment.com).

17.7 **Conservation of the data.** The User is advised that, in accordance with the banking regulations, this information is kept for 5 years after the end of the contractual relationship between the User and the Issuer, unless other legal obligations apply.

## 18. Suspension - termination

18.1 The Issuer reserves the right to block a Direct Payment Solution and/or to terminate these general terms and conditions with immediate effect in the case of failure by the User to comply with these general terms and conditions, suspicion of fraud or illegal use of the Direct Payment Solution, or in order to fulfil a statutory or regulatory obligation, without prejudice to any other rights and redress.



18.2 The User may terminate these general terms and conditions at any time. To do so, he must contact [contact@tsi-Payment.com](mailto:contact@tsi-Payment.com). Termination takes immediate effect. The User's Direct Payment Solution is then immediately blocked and can no longer be used to complete a transaction.

18.3 After termination, for whatever reason, the User may request a refund of his Direct Payment balance under the conditions in Article 8 above. The refund charges provided for in Article 9 shall apply.

## **19. Intellectual property**

The Issuer remains owner of all intellectual property rights linked to a Direct Payment Solution.

## **20. Communication**

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

## **21. Applicable law and competent courts**

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

## **22. Protection of funds**

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