



General Terms and Conditions of Use of the OlkyPass service

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1 Preamble

The OlkyPass Service is a service offered by the French branch of the limited company Nun-Tech SA located at e 48 Quai du Lazaret - 13002 Marseille, registered in the Marseille Trade and Companies Register under number 911 587 806, hereinafter "Nun-Tech".

The OlkyPass Service is accessible via a web interface from a browser allowing access to the OlkyPass Site.

The purpose of this document is to present the conditions under which the User may use the OlkyPass Service in order to obtain his OlkyPass.

Capitalised terms refer to the definitions contained in Article 2 "Definitions".

2 Definitions

GCU: refers to these General Terms and Conditions of Use of the OlkyPass Service.

Nun-Tech Account: refers to a User's individual Nun-Tech account, enabling him/her to access all Nun-Tech Services, including the OlkyPass Service, as well as to access his/her personal information.

Personal Area: refers to the area of the Nun-Tech Account reserved for the User, containing in particular his/her personal information.

Olky Group: Refers to companies linked to Nun-Tech which, although legally independent, form a single economic unit because of close financial links between them or because they are under common management.

Nun-Tech Account ID: means the email address and password for the Nun-Tech Account.

OlkyPass ID: refers to the public key allocated by Nun-Tech to the User when the OlkyPass is issued.

Registration: refers to the procedure which allows any eligible person to enter their personal data with a view to accessing the OlkyPass Service in order to obtain an OlkyPass.

KYC: Know Your Customer, is the procedure that companies carry out to verify the identity of their customers in accordance with the legal requirements and regulations in force in terms of LCB-FT.

AML/CFT: Anti-Money Laundering and Countering the Financing of Terrorism, refers to all the laws, regulations, measures and tools used to identify and limit the techniques and means used to launder money and finance criminal enterprises.

Password: refers to the code chosen by the User, exclusive and confidential, which, associated with the e-mail address, is necessary for the User to access the Nun-Tech Account and certain uses of the OlkyPass.

Partner(s): refers to companies that have entered into an agreement with Nun-Tech allowing them to offer the OlkyPass service to their customers and to accept the OlkyPass attesting to their verified identity.

OlkyPass: refers to the electronic representation of the information provided by Nun-Tech to Olky Group companies and/or its Partners to enable them to identify the User and comply with their KYC obligations.

OlkyPass Site: Refers to the secure site published by Nun-Tech enabling the User to access the OlkyPass Service.

User: refers to any legal entity or natural person authorised under the terms and conditions described in these GCU to use Nun-Tech Services, whether as a Professional or Consumer;

Consumer User: any natural person who is acting for purposes that are not part of their commercial, industrial, craft or self-employed activity;

Professional User: refers to any natural person or legal entity acting for purposes relating to its commercial, industrial, craft or liberal activity;

3 Purpose and modification of the GTC

The purpose of the GCU is to define the contractual relationship between Nun-Tech and the User concerning access to the OlkyPass Service and use of the OlkyPass.

The provisions of these GCU may be supplemented or modified at any time. In the event of modifications (corresponding in particular but not exclusively to changes in the OlkyPass Service or changes in legislation or regulations), Nun-Tech will inform its Users in advance. Any modification to the GCU will come into force from the date of its publication or, where applicable, on any other date that may be indicated. However, before using the OlkyPass Service, the User must refer to the latest version of the GCU, which can be accessed at any time on the OlkyPass Site.

The User is informed that it is always possible to refuse the latest version of the GCU. Refusal by the User of the proposed modifications before the date of entry into force of the modifications shall be equivalent to termination of these GCU without charge, thereby rendering the OlkyPass Service and the OlkyPass inaccessible.

4 Acceptance of the GTC

By accessing the OlkyPass site and the information it contains, the User acknowledges having read these GCU and undertakes to respect them by ticking the appropriate box when registering.

The User therefore undertakes to consult these GCU. They are deemed to accept this latest version each time they connect to the OlkyPass site.

5 Introducing the OlkyPass

The OlkyPass is a digital key issued to the User by Nun-Tech which enables him to access Olky Group services, in particular banking and crypto services, and to enter into relations with Olky Group entities and/or Nun-Tech Partners without having to carry out their KYC procedures again.

To this end, the User expressly authorises Nun-Tech to transmit to Olky Group companies and Partners, by computer processing, the information necessary for the recognition and use of his/her OlkyPass on the sites and services of said Partners.

When registering, the User must complete the registration form accessible on the OlkyPass Site. Information concerning the User is processed in accordance with article 20 relating to personal data.

The User guarantees that the information provided is accurate, sincere and up-to-date. If this information proves to be false, incomplete or obsolete, Nun-Tech reserves the right to refuse

Registration and/or to interrupt the provision of the OlkyPass Service and/or, where applicable, to revoke the OlkyPass.

5.1 Conditions of eligibility

To obtain an OlkyPass, the User must meet the following conditions:

- (i) Be of legal age;
- (ii) At least one valid form of identification;
- (iii) At Nun-Tech's sole discretion, other documents may be requested, such as: a second valid identity document, proof of address, proof of income, national tax identification number, etc.

5.2 Period of validity of an OlkyPass

An OlkyPass is valid for an unlimited period.

It may nevertheless be suspended during the relationship between the User and Nun-Tech pending additional documents requested from the User or in the event of expiry of the identity document provided by the User for the issue of his/her OlkyPass.

The User's provision of the required documents or a new identity document may enable Nun-Tech, after analysis of the documents, to lift the suspension of the OlkyPass.

The OlkyPass can also be revoked at any time under the conditions stipulated in article 14.

6 Register for the OlkyPass service

6.1 Registration conditions

Subscription to the OlkyPass Service is free and requires express acceptance of the OlkyPass Service Terms and Conditions. By subscribing to the OlkyPass Service, the User creates a Nun-Tech Account which will allow him/her to connect to all Olky Group services with the same login/password combination. Depending on the services used, additional strong authentication may be required.

The creation of a Nun-Tech Account is an essential prerequisite for access to the OlkyPass Service and the granting of the OlkyPass and has the effect of registering the User in the Nun-Tech Account customer database.

6.2 Information to be provided on the Registration form

The information to be provided by the User on the Registration form must be accurate, sincere and up-to-date. In this respect, the User undertakes to notify Nun-Tech of any change affecting his/her information, either online or via Customer Service.

The User is solely responsible for the consequences of failing to update his/her personal information and expressly acknowledges that Nun-Tech cannot be held liable in the event of false statements concerning his/her identity.

6.3 Access to the OlkyPass service

Access to the Personal Space is protected by the Nun-Tech Account ID, a combination of ID and Password. It is the User's responsibility to choose a sufficiently strong Password to avoid any fraudulent access to the OlkyPass Service.

The use of the OlkyPass to identify oneself on the Partners' sites is explained on their own site. It is generally done by entering the OlkyPass Identifier.

6.4 OlkyPass creation procedure

The creation procedure comprises several inseparable stages to finalise the OlkyPass issuing procedure:

(i) Entering and checking the e-mail address.

When the User registers for the OlkyPass Service in order to create an OlkyPass, Nun-Tech verifies the e-mail address entered by the User by sending a registration notification e-mail containing a link to a page allowing the User to continue his registration. The User has 30 minutes to confirm his Registration by activating this link.

(ii) Entering personal information

Users enter their personal and identity details.

The User is responsible for scrupulously checking the information entered before validating it, to ensure that it corresponds perfectly to that shown on his/her identity document. The information validated will be checked during the identity verification process. Once the information on the User's identity document has been validated, the User will no longer be able to modify it.

(iii) Verification of identity

Verification of the information supplied by the User when registering on the OlkyPass Site is carried out online, via the services of the Olky Group company Algoreg.

The User accesses the Algoreg application from his Personal Space in order to present his identity document and to verify his identity via a facial recognition system using the camera on his computer or smartphone.

This process therefore requires the User to have a smartphone or computer equipped with a camera and microphone. In addition, the User must give his/her consent to the use of identity verification by Algoreg.

To verify his identity, from his Personal Space, the User must click on "Verify my identity". He will then be redirected to the Algoreg site, where he must click on "Start verification" and follow the procedure described by Algoreg:

Allow photographic ID,

Check your identity using facial recognition with your camera.

Once his identity has been verified, the User is notified by the identity verification progress information visible in his Customer Area.

If the identity check is successful, the User can then retrieve his/her OlkyPass Identifier from his/her Personal Area.

7 Using your Nun-Tech account

7.1 Use of the OlkyPass Service by the user

To access his Personal Space, the User must use his Nun-Tech Account ID, which he must keep strictly personal and confidential. The User undertakes:

- (i) to keep them secret;
- (ii) not to communicate them to any third party by any means whatsoever;
- (iii) not to allow third parties access to their Personal Space;
- (iv) to be solely responsible for the consequences of any disclosure made in breach of these terms and conditions, except in the case of duly proven fraud by a third party;
- (v) to inform Nun-Tech without delay of any compromise, loss or anomaly observed in the data.

The User acknowledges that the OlkyPass Service is for personal use only and that any use of the said service is carried out under the User's full and entire responsibility.

Nun-Tech recommends that each User take all necessary precautions in terms of computer security (use of an anti-virus, a firewall, etc.) and exercise caution and common sense when using the OlkyPass Service.

The User is hereby informed that Nun-Tech will never ask him to disclose his password or the Identifier of his OlkyPass, whether by e-mail, telephone or any other means.

Nun-Tech reserves the right to suspend access to the Site and to the OlkyPass Service when it considers that an event likely to affect its operation or integrity requires it, or for maintenance reasons, for the time necessary for the planned intervention. Where applicable, as soon as it is aware of the dates of scheduled interventions, Nun-Tech undertakes to inform Users as soon as possible, on the OlkyPass Site or by any other means at its convenience. Nun-Tech may not be held liable for such suspension and shall not be entitled to any compensation.

The User undertakes to inform Nun-Tech without delay, by any means, of any error, fault or irregularity that he/she observes in the use of the OlkyPass Site, as soon as he/she becomes aware of it.

7.2 Use of the OlkyPass by Partners

The OlkyPass enables the User to identify himself on the Partners' sites and, where applicable, to use their services subject to acceptance of their own contractual stipulations.

In order to enable the use of the OlkyPass on a Partner site, the User authorises Nun-Tech to communicate all or part of the information it has collected, necessary for the use of the Partner's service.

The conditions applicable to access, supply and use of this information and services relating to Partner applications are those set by the Partners as provided by said Partners online or by any other means. Nun-Tech is not involved in any contractual relationship that may be established between the User and any Partner, including if this contractual relationship is established via the OlkyPass. Under no circumstances does Nun-Tech intervene, in any way whatsoever, in the contractual relations that may be established between Users on the one hand and Partners on the other.

The User is solely liable for any harmful act committed against a Partner, including in the event of non-performance of contractual obligations entered into with the latter.

7.3 Changing OlkyPass attributes

Subject to compliance with the provisions of the present article, the User has the option of modifying certain personal information declared at the time of Registration and making up his OlkyPass by using the "modify" tab in his Personal Area.

Change of marital status or e-mail address: any change of marital status or e-mail address requires the revocation (deletion) of the User's current OlkyPass and the creation of a new OlkyPass.

Changing the Password: Users can change their Password from their Personal Space.

8 Intellectual property rights

The OlkyPass Site (including all accessible information, in particular in the form of texts, photos, images, sounds, data, databases and downloadable programmes, including the underlying software and other technology) and the OlkyPass Services are protected by intellectual property rights and/or other rights that Nun-Tech holds or is authorised to use.

Under no circumstances may the User store, reproduce, represent, modify, transmit, publish, adapt on any medium whatsoever, by any means whatsoever, or exploit in any way whatsoever, the elements of the OlkyPass Site and/or Services without the prior written authorisation of Nun-Tech.

Any extraction and/or re-use without authorisation of one or more databases taken or copied or made from the content of the OlkyPass Site and/or OlkyPass Services, whether directly or indirectly, is punishable under civil and criminal law.

Nun-Tech is and will remain the owner of its distinctive signs, i.e. trademarks, corporate and other names, trade names, signs and domain names.

The partial or total reproduction, imitation or affixing of trademarks and designs belonging to the Olky Group is strictly forbidden without its prior written consent.

9 Access and availability of the OlkyPass Site and Service

Except in the cases of force majeure referred to herein, Nun-Tech undertakes, within the framework of an obligation of means, to ensure the availability and accessibility of the OlkyPass Site and the OlkyPass Service, 24 hours a day, 7 days a week. Nevertheless, Nun-Tech may carry out testing, control and/or maintenance operations as well as the necessary interventions in the event of a breakdown at any time. Nun-Tech endeavours to provide as much advance notice as possible of such operations. Nun-Tech may not be held liable for any consequences resulting therefrom for any User.

The User acknowledges that Nun-Tech cannot under any circumstances be held responsible for the functional characteristics and technical performance of the Internet. The User remains responsible for his/her actions on the Internet with regard to the use of his/her data on open networks.

The User undertakes not to hinder the proper functioning of the OlkyPass Site and the OlkyPass Service, in particular by transmitting any element likely to contain a virus or otherwise damage or affect the OlkyPass Site and/or the OlkyPass Service and, more generally, the information system of Nun-Tech and/or its co-contractors.

The costs and equipment necessary to use the OlkyPass Site and the OlkyPass Service are and remain the responsibility of the User.

10 Liability

10.1 Nun-Tech's responsibility

Nun-Tech makes no warranty as to the ability of the OlkyPass Site and/or the OlkyPass Service to meet the User's particular needs or expectations. In the same way, Nun-Tech is not in a position to guarantee the absence of errors or other problems of operation or use during the use of the OlkyPass Site and/or the OlkyPass Service.

Nun-Tech declines all responsibility for the use made by the User of the OlkyPass Service and the OlkyPass. In this respect, Nun-Tech reserves the right to suspend the OlkyPass for a User following receipt of a notification or if it has actual knowledge of the manifestly illicit nature of the use made of the OlkyPass. Nun-Tech may in no case be held liable as a result of this measure.

Nun-Tech may only be held liable in the case of intentional fault or gross negligence committed in the provision of the OlkyPass Service. Under no circumstances shall Nun-Tech be liable for indirect damages such as, in particular: financial or commercial loss, loss of clientele, any commercial disturbance whatsoever, loss of profit, loss of brand image, loss of data and/or computer programs suffered by the User that may result from non-performance of these GCU. Furthermore, Nun-Tech shall in no event be liable for any damage resulting, even partially, from a total or partial non-performance of its obligations by the User, as well as for any indirect damage.

10.2 Responsibility of the User

The User is solely responsible for the use he makes of the OlkyPass Service and the OlkyPass.

The User acknowledges that any use of the OlkyPass Service and/or the OlkyPass is presumed to have been made by him and will be imputed to him, it being the User's responsibility to provide proof to the contrary.

The User undertakes to :

- (i) not to make any illegal or illicit use of the OlkyPass Service and/or the OlkyPass ;
- (ii) inform Nun-Tech without delay, by any means, of any error, fault or irregularity that it may observe in the use of the OlkyPass Service and/or the OlkyPass, as soon as it becomes aware of them;
- (iii) in general, not to use the OlkyPass in any way that could be detrimental to Nun-Tech;
- (iv) choose a strong password in accordance with the policy indicated on its creation page ;
- (v) securely store electronic identification means based on possession if an optional strong authentication system is activated;
- (vi) not to communicate its electronic means of identification to a third party.

Nun-Tech reserves the right to:

- (i) to keep, for purposes of proof, all logs, connection traces or data of a personal nature or otherwise proving the imputability to the User of the behaviour or actions in question, in accordance with the GCU ;
- (ii) to modify, reject and/or cancel access to the OlkyPass Service in the event of non-compliance with the rules set out in these GCU;

- (iii) to apply the provisions of article 14 "Revocation of the OlkyPass".
- (iv) to take legal action in the event of fraud.

Nun-Tech also monitors and tracks the operation of the OlkyPass Service.

11 Force majeure

Nun-Tech shall not be held liable for any delay in the performance of its obligations or for any non-performance of its obligations resulting from these GCU when the circumstances giving rise thereto fall within the scope of force majeure.

The following are expressly considered to be cases of force majeure or fortuitous event, in addition to those usually accepted by the case law of French courts and tribunals: blockage of electronic communications, beyond Nun-Tech's control, and any other event beyond Nun-Tech's control that prevents the normal performance of obligations arising from the Contract.

Any case of force majeure affecting the performance of the obligations resulting from these GCU and in particular access to or use of the OlkyPass Service by the User will suspend, from the date of its occurrence, the performance of these GCU. From that date, and despite the case of force majeure, Nun-Tech will do its utmost :

- (i) to inform the User of the existence of this case of force majeure;
- (ii) to re-establish access to the OlkyPass Service, even if access is impaired.

It is expressly agreed between the Parties that the quite exceptional implementation of these palliative means by Nun-Tech during the occurrence of a case of force majeure shall not give rise to any liability or compensation on the part of Nun-Tech.

12 Protection of personal data

The conditions for processing personal data are set out in Article 20 on personal data.

13 Retention of User data by Nun-Tech

The retention period for data relating to the OlkyPass Service, and in particular traces of registration files and event logs, and for data relating to the OlkyPass (identifiers, identity data and technical data) is 5 years after revocation of the OlkyPass.

14 Revocation of the OlkyPass

14.1 Revocation of the OlkyPass at the User's initiative

The User may revoke his OlkyPass at any time via his Personal Space or his Mobile Application. It is specified that revocation of the OlkyPass entails termination of the User's Nun-Tech Account.

The User clicks on the "Cancel my OlkyPass" button. A window will open asking them to confirm their choice and enter their Password. By confirming, the User's OlkyPass is definitively deleted and he/she can no longer connect to his/her Personal Space.

Users who have revoked their OlkyPass may create a new Nun-Tech Account to use OlkyPass Services again in order to obtain a new OlkyPass.

Revocation is effective from the day of the User's request. Any revocation leads to the invalidation of the User's OlkyPass and all related functionalities. However, for regulatory reasons, Partners who have accepted the OlkyPass to identify the User may for a further five years continue to access the identification data held by Nun-Tech.

14.2 Revocation at Nun-Tech's initiative

Nun-Tech reserves the right to suspend or permanently revoke the User's OlkyPass for reasons relating to the security of the OlkyPass Service, the security of the User or a breach or suspected breach by the User of one of his obligations hereunder. This revocation will be carried out by operation of law, without prejudice to any damages that Nun-Tech may claim.

Nun-Tech also reserves the right to unilaterally terminate the present contractual relationship resulting from the GCU in the event that the User demonstrates serious and/or repeated breaches of any of its obligations herein or in the event that Nun-Tech permanently discontinues the OlkyPass Service. In the latter case, the revocation will be effective six (6) months after notification of the end of the OlkyPass Service.

15 Subcontracting

Nun-Tech reserves the right to have all or part of the services provided hereunder performed by any other company of its choice on a subcontracting basis (in particular Algoreg), Nun-Tech remaining solely liable to the User, and being responsible for recourse against its subcontractors.

16 Transfer

Nun-Tech reserves the right to transfer the Service, and thus the contractual relationship, to any third party of its choice.

17 Evidence agreement

Nun-Tech and the User agree that, in the event of litigation, the following shall be admissible as evidence before the courts :

- (i) means of identification (email, telephone number, secret codes, photos, video recordings, etc.) used within the framework of the OlkyPass Site,
- (ii) the electronic signatures used and the agreements concluded thanks to these signatures within the framework of the OlkyPass Site as well as the stipulations accepted between the parties;
- (iii) connection data relating to actions carried out using the OlkyPass Service;
- (iv) Proof to the contrary may be provided.

At the time of first access to the OlkyPass Site, and at the time of each access following a modification of the GCU, the User is invited to read and accept the GCU. Failure to do so will prevent access to the OlkyPass Service. Acceptance of the GCU also triggers the sending of an automatic email to the User allowing him to read, print and keep the GCU attached to the email.

18 Miscellaneous provisions

18.1 No waiver

The fact that the User and/or Nun-Tech do not avail themselves of a breach by the defaulting party of any of the obligations resulting from the GTU shall not be construed as a waiver of the obligation in question.

18.2 Partial nullity

The invalidity of any clause of the GCU shall not affect the validity of the other clauses, which shall continue in the absence of the invalidated clause unless the invalidated clause renders the continuation of the contractual relationship impossible or unbalanced in relation to the original agreements.

18.3 Notification

Any notice required under the terms hereof must be given to the other party in writing, exclusively by e-mail or by registered letter with acknowledgement of receipt. Such notice shall be deemed to have been received by a party on the first business day following its first presentation to that party.

Nun-Tech notification email address: support@nun-tech.com

User notification email address: The last email address that the User entered when creating or updating their OlkyPass.

Nun-Tech notification address: 1, Op de Leemen
L-5846 Fentange
Luxembourg

Notification mail address to the User: The last residence address that the User entered when creating or updating their OlkyPass.

19 Handling complaints

19.1 Customer Service

All complaints should be addressed to Customer Services.

Customer Service can be contacted at

- (i) using the contact form on the OlkyPass Site,
- (ii) by post to the address at the top of this document.

Complaints are then processed in accordance with the terms and conditions of the GCU.

For any complaint concerning the information provided on the OlkyPass Site, Nun-Tech makes available to any User a notification form in accordance with the provisions of article 6-I-5 of the LCEN (French law on the protection of the environment) to the Customer Service Department.

19.2 The Olky Group Consumer Ombudsman

The Consumer User has the possibility, if the Customer Service response does not satisfy him or if he has not received a response two (2) months after submitting his complaint, to refer the matter free of

charge to the Consumer Mediator of the Olky Group, an independent entity, competent for any dispute concerning all the services covered by the present GCU.

The matter may be referred to the AFEPAME Consumer Mediator.

The Mediation officer can be contacted as follows:

- (i) Website: <https://mediateur-consommation-afepame.fr>
- (ii) Mail: Le médiateur de la Consommation auprès de l'AFEPAME c/o WEBHELP GRAY Zac de Gray, Impasse Clément Ader- 70 100 Gray
- (iii) E-mail: contact@mediateur-consommation-afepame.fr

The Consumer User is hereby informed that the Mediation officer may only be contacted once the complaints procedure mentioned in article 19.

If this is not the case, the Mediation officer cannot deal with the requests made to him.

The Consumer Mediator can only intervene on behalf of Consumers, i.e. "any natural person who is acting for purposes which do not fall within the scope of his commercial, industrial, craft, liberal or agricultural activity".

Any person who does not fall under this definition is considered a professional customer. In this case, Nun-Tech does not use the services of a professional mediator to settle out-of-court disputes relating to the OlkyPass Service.

20 Personal data

20.1 General Data Protection Regulation (GDPR)

Each of the Parties undertakes to comply with the legal and regulatory provisions applicable and in force relating to the protection of personal data, and more specifically with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

To carry out its OlkyPass service activities, Nun-Tech must collect and process data concerning the User. This data is collected directly from the User and, where applicable, from other legal entities or individuals for specific purposes.

This data may be communicated to companies of the Olky Group as well as to third parties, in particular to Partners contractually authorised to accept the OlkyPass in order to identify their customers. This data may also be communicated to certain services of the State in which the User resides, or one of the companies of the Olky Group, or the Partner.

This communication of data is made necessary or compulsory in the exercise of regulated financial activities and in order to carry out the due diligence required by the various laws in force.

The personal data collected is processed in strict compliance with professional secrecy and is not transferred to third parties other than those interested in/participating in or using OlkyPass Services. No data is transferred outside the European Union.

This data is kept for five (5) years from the termination of the contractual relationship between the User and Nun-Tech.

The User has a right of access, rectification, portability, opposition, limitation, and deletion (except in cases where regulations do not allow the exercise of these rights) of data concerning him/her directly with the Data Protection Officer designated by Nun-Tech. To exercise this right, the User must notify Nun-Tech in accordance with the communication arrangements between the parties referred to in article 18.3 providing all details of the request.

Any complaint may be lodged in Luxembourg with the Commission Nationale de la Protection des Données and in France with the Commission nationale de l'informatique et des libertés (CNIL).

20.2 Consent to use of data

In application of the law, the User explicitly consents, by accepting these Terms and Conditions, to allow Nun-Tech to access, process and store any information that the User has provided to it for the purposes of executing the OlkyPass Service.

These provisions and this consent do not affect the respective rights and obligations of Nun-Tech and the User with regard to the protection of personal data. The User may withdraw this consent by revoking his/her OlkyPass. If he withdraws his consent in this way, Nun-Tech will cease to use this data for the purposes of providing the OlkyPass Service. However, Nun-Tech may continue to process such data for other legitimate purposes and reasons, and in particular to meet its legal obligations.

20.3 Data processing

The User is informed that Nun-Tech carries out automated processing of his/her personal data collected when entering into a contractual relationship and when using the OlkyPass service in order to guarantee the prevention, investigation and detection of KYC fraud, as well as to fulfil its LCB-FT obligations.

Nun-Tech shall act exclusively in its capacity as data controller on behalf of the User and on the basis of and in accordance with the User's instructions alone.

Nun-Tech undertakes to comply with the following obligations and to ensure that its staff comply with them:

- Not to use, modify, transfer or divulge to a third party, whether free of charge or in return for payment, personal data without the prior written consent of the User;
- To take all technical, organisational and structural measures in order to preserve the confidentiality and security of personal data with regard to the nature of the personal data and the risks presented by the implementation of the OlkyPass Service in order to avoid any inappropriate or fraudulent use of these computer files during the performance of these GCU and more generally to implement the necessary measures to protect personal data against any accidental or illicit destruction, accidental loss, alteration, distribution or unauthorised access;
- Take all necessary measures to ensure that its employees and subcontractors involved in the execution of the OlkyPass Service are adequately informed and trained to respect the commitments made by Nun-Tech in terms of confidentiality and security of personal data;
- Notify the User in writing as soon as they occur of any incident relating to the processing and security of personal data and in particular any unauthorised access, disclosure, use or modification or destruction of personal data, specifying the measures implemented to put an end to the incident and prevent its recurrence;

The data collected is also processed for the purposes of analysing the level of security of Nun-Tech's services and the LCB-FT.

In order to provide its services, Nun-Tech may call upon service providers such as Algoreg to act as subcontractors in the implementation of automated data processing. These subcontractors are recipients of the data required to perform their services and may only act on the instructions of Nun-Tech, which retains responsibility for implementing the processing.

The User expressly accepts, for the entire duration of his/her contractual relationship with Nun-Tech, that all or part of the personal data communicated may be transmitted to Nun-Tech's service providers who intervene in the processing for the purposes of executing OlkyPass Services.

The User expressly authorises Nun-Tech, for the entire duration of the contractual relationship, to transfer all or part of the data collected above to financial establishments and other establishments subject to LCB-FT obligations which may enter into a contractual relationship with the User via the OlkyPass. This is to enable the said establishments to comply with their legal obligations in terms of LCB-FT, control and prevention of incidents and irregularities.

Nun-Tech undertakes not to use the User's personal data for commercial prospecting purposes during and after the term of the contractual relationship. However, Nun-Tech or/and the companies of the Olky Group or/and its Partners may use this data to inform the User of the existence of new services related to those provided under these GCU.

The User is also informed that in order to comply with the legal obligations in terms of LCB-FT, the personal data thus processed will be kept for a period of five (5) years after the end of the contractual relations that may have existed between the Parties in the context of the granting of the OlkyPass.

21 Withdrawal for the Consumer User

Unless otherwise specified, these GCU will take effect as soon as they are accepted.

The Consumer User has a period of 14 days in which to withdraw from the contract, free of charge or penalty and without being required to state the reasons for their decision. This period runs from the date of acceptance of the GCU.

Commencement of performance does not deprive the Consumer User of the right to withdraw. In this case, exercising the right of withdrawal terminates the GCU.

The Consumer User may withdraw using the form provided with these GCU.

22 Settlement of disputes - Competent court and applicable law

This Website is governed by French law. Most of the content and services are offered in French. However, if some of the content and services are published in English, particularly the technical documentation, the French version will prevail in the event of a dispute.

In the absence of an amicable settlement, any dispute relating to the interpretation, formation or performance of the GCU and failing to reach an amicable agreement or settlement shall fall within the jurisdiction of the French courts.

In the event of a dispute relating to the interpretation, formation, validity or performance of the GTUs, Nun-Tech and the Users expressly acknowledge that only French law is applicable.

Update date: 1^{er} February 2024

**WITHDRAWAL FORM FOR THE GENERAL TERMS AND CONDITIONS OF USE
OLKYPASS SERVICE**

I, the undersigned :

Name _____

First name _____

born on _____

domiciled at :

Rue _____

Postcode and Town _____

Country _____

Email address _____

I hereby renounce my commitments under the GENERAL CONDITIONS OF USE OF THE OLKYPASS SERVICE entered into with Nun-Tech and renounce all associated services.

I acknowledge that my withdrawal from the GENERAL TERMS AND CONDITIONS OF USE OF THE OLKYPASS SERVICE entered into with Nun-Tech entails my withdrawal from any agreement entered into with Nun-Tech.

My withdrawal is only valid if it is sent before the expiry of the time limits set out in Article 21 I have read and fully completed the "Withdrawal for Consumer Users" section of the GENERAL CONDITIONS OF USE OF THE OLKYPASS SERVICE entered into with Nun-Tech, and sent it to NUN-TECH under the conditions stipulated in Article 18.3 "Notification".

Date:

Signature of the Consumer User :