

BINKS

TERMS & CONDITIONS

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1. THE COMPANY

Binks.eu is a site published by Entreprise Binks, a simplified joint stock company with capital of 1,000 euros, registered with the Paris RCS under number 854 031 887 and whose registered office is located 34 Avenue des Champs Elysées 75008 Paris, France, is responsible for collecting and processing certain personal data of the people who use the website that they edits available at the URL address www.binks.eu (hereinafter referred to as the "Site") as well as the Application (hereinafter referred to as the "Data Subjects"). Binks is a provider of digital services for adults. Binks is registered as a bank agent with the Financial Conduct Authority (FCA) under approval number: 902795 which authorizes as such to issue, manage and make available electronic money as well as providing payment services.

The Site is hosted by Amazon Web Services LLC PO Box 81226 Seattle, WA98108-1226, <http://aws.amazon.com>.

2. SCOPE OF APPLICATION

These general conditions of use (the "T & Cs") apply exclusively between the Company and any User of its Services, that the Use takes place via the Site or the Application. The Services are exclusively reserved for Users, excluding any other person. Any Use of the Services automatically entails the application and full acceptance of the T & Cs, in their version in force on the date of Use.

Binks reserves the right to update and modify freely, at any time, the T & Cs, after having previously informed the Users. Any User who refuses the new version of the T & Cs from their effective date will be required to stop using the Services.

Any modification will take effect from its publication on the Site and will not apply.

Users who use the Services after its entry into force. Binks reserves the right to supplement the T & Cs by any special conditions or other document, having contractual value, subject to inform Users beforehand.

3. PURPOSE

The purpose of the T & Cs is to define the terms and conditions of access to the Services, in particular, the provision of the Card Account, the Card and the Payment Services attached to the Card Account.

4. THE SITE: ACCESS, REGISTRATION AND AVAILABILITY

4.1. Access to Services

The Services of the Company are accessible via the Site and the Application, subject to having previously registered, following the procedure provided for this purpose (cf. §4.2.). The Site is accessible at the following address: <https://binks.eu/en/>.

The Application is available on the Google Play Store and the App Store, which require the use of a username and password specific to the User.

The use of the Application requires having a smartphone connected to the internet.

The Company cannot in any case be held responsible for difficulties of Download the Application from the Google Play Store or the App Store.

Access to the Services also requires acceptance by the User of the Binks Contract and any annexes, which is the subject of a tacit agreement during registration.

4.2. Registration

Registration proceeds as follows:

1 °) Download the Binks application then proceed to registration.

2 °) Once the registration is validated, access to the Services requires, on the Dedicated Space of the User on the Site or the Application of:

- fill out a detailed form containing Personal Data, in particular, surname (s), first name (s), date and place of birth, nationality, address and country of residence, mobile phone number, and if applicable, the User's profession;

- take a double-sided photo of an identity document (identity card, passport), photos screens, images or photocopies will not be accepted, only the original can be validated.

To send by email a proof of address of less than three months for people not with no French identity document to: documents@binks.eu ;

A selfie will also be made from our integrated tool to validate your identity.

- fulfill all the conditions listed during registration. Verifications are carried out by our partner and no refund will be made if any of the conditions listed is not met.

The Company reserves the right to request any information or document complementary to Users. Information and documents provided by the User.

- must be exact and conform to reality, under penalty of suspension or termination Services, at the choice of the Company. In the event of modification of all or part of the information and documents communicated, the User must inform the Company and the update via the Site or the Application.

4.3 Availability of services (site maintenance)

Binks reserves the right to temporarily suspend the Application or the Site in order to update them or any maintenance operation, without this temporary suspension of the Services does

not engage its responsibility. In order to limit everything inconvenience to Users, Binks will notify Users of any transaction maintenance prior to this.

4.4. Referral program

The referral program evolves on July 10th, 2020, Binks now offers to its Users a referral program allowing them to see their Card Account credited of an amount of 2 euros one time by sponsorship for the benefit of the sponsor, under reserve the finalized registration of the sponsored person and the opening by the latter of an Account-Menu.

Sponsor's winnings will be credited directly to their Binks account from the second monthly payment after their final registration. The number of referrals is unlimited.

Binks active, the offer will end as soon as the sponsored card's account is terminated or closed. Binks reserves the right to terminate or modify the referral program at any time the conditions and the amount, which the User recognizes and accepts.

If Binks were to find irregularities from a User within the framework of the referral program, the company will be able to take all appropriate measures to put an end to these irregularities, including the suspension or closure of the User's Card Account concerned.

5. SERVICES

Binks offers the services mentioned below to its Users.

At any time, these may be supplemented and / or amended by the Company.

5.1. The Card Account

5.1.1. Presentation

The Card Account offered by Binks is a payment account in euros, without authorization of overdraft. The Card Account is open in the books of Binks, a company approved as an electronic payment institution and therefore authorized to carry out payment transactions and the issuance of the Card. To each Card Account is attached a unique number called IBAN.

The Card Account allows the following operations to be carried out:

- Debit transactions: recording of payments made by the Card, issuing of transfers, direct debits
- Credit operations: receipt of transfers.

5.1.2. Card Account Opening

The Card Account is accessible to adults over 18 years of age on the opening date.

Opening the Card Account requires compliance with the following conditions:

- Communicate the information requested on the Site or the Application
- Transmit all the requested documents (ID or passport, copy proof of address)
- Have a mobile phone number

- Be a resident of one of the countries of the European Union
- Accept these Terms
- Accept the Binks Contract.

The sums promised by the Company to the User for the opening of the Card Account will be credited to the Card Account within 90 days of opening.

5.1.3. Operation of the Account

The Card Account can be managed through the Application. Its balance corresponds to the difference between credit operations and operations debit. It must always be in credit, under penalty of refusal of payments or direct debits presented.

In the event that an operation is presented, accepted by the Company but would have for the purpose of exposing the Card Account, the User will be required to supply the Card Account without delay and fees for lack of funds may be applied to him by the Company. All Card Account transactions will be subject to a monthly statement, accessible via the Application or via the Site. Except maintenance operation, the Card Account is accessible 24 hours a day, 7 days a week, using a dual authentication system in accordance to the regulations in force.

In addition to consulting the balance, the Card Account allows transactions to be carried out following:

- Bank transfers
- Registration of beneficiary accounts
- Implementation of all notifications and alerts
- Card management (in particular, any opposition to it)
- Implementation of direct debits on the Card Account
- Update of personal information
- Communication of documents
- Contacts with the Binks team

All payment transactions on the Card Account are initiated by the User, via the Application or the Site, and processed by Binks.

5.2. Payment services

5.2.1. Bank transfers

Binks allows you to make all transfers through the Application.

The setting up of a transfer requires the communication to Binks of the IBAN references and BIC of the recipient's account and bank. Setting up and making transfers is free.

At any time, the User can consult the history of his transfers, add new beneficiaries or delete them, set up deferred transfers and the case if necessary, recurring, and make any transfer, provided that the Card Account is credit.

5.2.2. Menu

By opening a Card Account, Binks gives you free access to a payment card issued by Binks, its payment provider, in black (the "Black Card") without physical numbers.

The Card allows you to make any payment, in France or abroad, in store or in line, toll free.

The Black Card also allows withdrawals to be made free of charge, in France or at abroad, provided that the Card Account is funded before payment or withdrawal and remains so afterwards.

In the event of payment or withdrawal in a currency other than the euro, Binks will apply a rate of conversion, which may give rise to a possible adjustment on the Card Account post operation.

The Black Card is personal and cannot be loaned by the User. Its use requires its activation via the Application.

The Card operates by means of a 4-digit confidential code which will be sent to the User or the cryptogram mentioned on it. In case of incorrect composition of the code or cryptogram three times, the Card is automatically deactivated.

The Black Card has a validity period beyond which it will become inactive.

Prior to its expiration, a new "Black Card" will be sent to the User.

At any time, the User can block the Black Card by means of the Application or the Site or by contacting the company's customer service.

Withdrawal operations require the use of distributors from the same network as the Menu.

The Card is subject to modifiable ceilings, via the Site or the Application, which may however be subject to minimum income conditions.

In the event of theft or loss of the Card, any User is required to object within as fast as we can. The opposition can be put in place via the Application or the Site or by contacting Binks customer service. Payments made via the Card before opposition remain the responsibility of the User if they were made with composition of the code secret or in case of fraudulent agents of the User or of gross negligence of the latter.

5.2.3. Specimens

Any User can set up, via the Application or the Site, direct debits on his Card Account corresponding to the authorization given to a third party to debit directly and regularly if applicable, all amounts on the Card Account of the User concerned.

Only direct debits in euros are authorized by the Company.

Any User may terminate any direct debit set up through Application or Site or by contacting the Company.

Binks reserves the right to refuse to honor any direct debit that arises in the if the Card Account is insufficiently funded. In such a situation, costs may be applied by the Company.

6. RATES

The opening of the Card Account, the obtaining of the Card and the access to the Services offered to the Users are proposed under 3 formulas:

- **Free:** Once the delivery of your Card has been paid for (€10) you will not be debited for any amount, this offer is entirely free.

- **Premium:** at a price of €4.99 for the first monthly payment including the order and shipping of the card and then €4.99 per month taken directly from Users' Binks accounts, only if Users have the necessary funds.

- **Infinite:** €9.99 for the first monthly payment including the order and shipping of the card and €9.99 per month directly from Users' Binks accounts, only if Users have the necessary funds.

7. GUARANTEES AND RESPONSIBILITIES

7.1. Principle

Binks makes its best efforts to make the Application and the Site available to everyone all year round.

Binks is subject to an obligation of means under the Services offered, to the exclusion of any obligation of result.

7.2. Liability limitation

Binks does not grant Users any guarantee of availability of the Site and the Application and cannot be held liable in the event of suspension, interruption, difficulties of access or non-availability of the Site or the Application.

Binks also declines any responsibility for any loss of data, occurrence any computer bugs or damage resulting from any fraudulent intrusion of a third party on the Site or the Application, themselves consecutive to any fault or negligence voluntary or involuntary of a User.

As an express condition of Binks' consent to the Services, its liability towards any User cannot be greater than the amount invoiced to the latter during the last six months preceding the assumption of responsibility by the User concerned.

In any event, Binks cannot be held liable for any indirect damage caused to a User, whatever the cause.

Binks will also not be responsible for the commercial offers of its partners and all consequences attached thereto or resulting therefrom for Users having them accepted.

7.3. Responsibility of the User

All Users are solely responsible for the confidentiality of their identifiers and / or any use made by him of the Site or the Application and the consequences attached to it.

Any User is prohibited from damaging, in any way whatsoever, the Site or the Application and to make use of them not in accordance with their purpose.

Users are solely responsible for the information communicated to the Company and for their possible update.

Any User guarantees the Company against any action by third parties following any breach of these T & Cs, which it undertakes to respect.

8. SUSPENSIONS AND TERMINATION OF ACCESS TO SERVICES

8.1. Termination of Card Account and Associated Services

The Services offered by Binks are open-ended. Any User has the faculty to put an end to the Services and to close his Card Account on simple request to Binks customer service, using the following address: contact@binks.eu or by letter addressed to the head office of the Company.

In the event of the closure of any Card Account and the associated Services, Binks will take note of the termination of the User by sending an email to the latter. The credit balance of the Card Account will be returned by Binks to the holder at the end of a maximum period of 30 days, by bank transfer to the bank account whose contact details will be communicated by the User to Binks.

Closing the Card Account will automatically and automatically entail no formality additional, the final blocking of the Card.

8.1.2. Termination or suspension by Binks

-Binks also has the option of terminating or suspending any Card Account:

-with three months notice without reason, or

-immediately, for good reason, in particular, in the event of the finding of transactions irregularities in the Card Account (fraud, repeated arrears, money laundering, etc.) or compliance with these T & Cs.

The choice between termination and suspension is up to the Company, with no recourse available.

In the event of termination of the Card Account, the credit balance of the Card Account will be returned to holder at the end of a maximum period of 30 days, by bank transfer, on any bank account whose details will be communicated to the Company by the User concerned.

In the event of suspension, the Account may be reactivated at the request of the User, and this, within fifteen days of the suspension.

Any death of a User automatically entails the immediate suspension of the Card and his Card Account and then its closure within thirty days of the transfer of the balance to notary in charge of the estate.

8.2. Inactive Card Account

In accordance with the provisions of article L. 312-19 of the monetary and financial code, Binks will list each year the list of card accounts opened by Users who have become inactive.

An account is considered inactive:

1 ° Or at the end of a period of twelve months during which the two conditions following are met:

- a) The account has not been the subject of any transaction, except for interest and debit entry by the establishment taking account of fees and commissions of all kinds or payment of proceeds or redemption of equity or debt securities;
- b) The account holder, his legal representative or the person authorized by him has not manifested in any form whatsoever to this establishment or has not no operation on another account opened in his name in the books of the establishment.

2 ° Or, if its holder is deceased, at the end of a period of twelve months following the death on during which none of its assigns informed the establishment taking account of its willingness to assert its rights over the assets and deposits registered therein.

In the event of an inactive account, Binks will inform the holder or his legal representative or, if applicable, its known beneficiaries, by any means at its disposal and will indicate the consequences attached to it, in particular as to the fate of the funds, which will be transferred to the Caisse des Dépôts et Consignations within the legal and regulatory deadlines.

In addition to the aforementioned transfer, Binks will also have the option to suspend with effect immediately the Card as soon as the Account is inactive. In such a situation, the Card may be reactivated by its User by contacting the Company.

9. RETRACTION

As of his registration on the Application, any User benefits, in accordance with applicable legal provisions, a right of retraction exercisable for 14 days.

Given the fact that Binks incurs costs when creating an account, such as:

identity verification, creation of Virtual and Physical cards as well as an IBAN, customer can not be reimbursed in full in the event of a request for retraction.

Any request for retraction must be accompanied by the communication of a statement bank identity in order to allow the Company to transfer the balance of the bank account, after deduction of any advantage which the User has withdrawn, resolved to full right due to the retraction to the address: cancel@binks.eu

10. DURATION

The T & Cs are applicable for the entire duration of the existing contractual relationship between the User and the Company, which is open-ended.

11. GENERAL PROVISIONS

11.1. Evidence

Proof of the acts and operations ordered and / or performed by any User of the Site or of the Application may be validly reported using the systems implemented or used by Binks, which Users expressly and irrevocably accept.

The proof may in particular result from any recording or any medium electronic or digital constituting the reliable, honest and historical reproduction of data, kept by the Company.

11.2. Personal data

Binks is committed to preserving your privacy. All personal data transmitted by all Users are confidential and treated in accordance with legal provisions and applicable regulations, in particular those provided for in Regulation (EU) 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data (GDPR) and by Law no.78-17 of January 6, 1978 relating to data processing, files and freedoms in its version in force and in Decree n ° 2018-687 dated 1 August 2018.

For complete information on the processing of personal data by Binks and on the rights of Associated Users, Binks invites Users to consult its confidentiality accessible on its Site, from the following link <https://binks.eu/POLICY-BINKS.pdf> which specifies in particular:

- The legal foundations on which the collection of personal data is based
- The nature of the data collected
- User rights
- The purposes of the processing

11.3. Intellectual property

The content of the Site and the Application remains at all times the exclusive property of the Company. Users acquire no rights, both over the content of the Site and the application only on any graphic charter, any logo, any trademark or not filed and used by the Company.

Users are prohibited, without the prior written agreement of the Company, from depositing any term, combination of terms or symbols similar to the Binks brand or the denomination Binks.

More generally, Users refrain from reproducing, modifying or exploiting the graphic charter, logo and name of the Company, unless previously authorized by the Company.

Any unauthorized use of the company's graphic charter, its logo or the name Binks constitutes acts of counterfeiting and engages the responsibility of his author.

11.4. Independence of clauses

The nullity, illegality or inapplicability of any clause herein does not result in the nullity, illegality or inapplicability of the other clauses.

In the event of the nullity, illegality or unenforceability of a clause, the Company will replace it with new valid, lawful or applicable stipulations which will have an effect as close as possible from that of the null, illegal or unenforceable clause.

Users cannot claim damages due to such nullity, unlawfulness or inapplicability of a clause hereof.

11.5. Force majeure

Neither Party shall be liable for non-performance or delay in the execution of its obligations if this delay or non-performance results from a case of force majeure, such as this is defined by case law.

In the event that the Company plans to invoke a case of force majeure, it must inform any User beforehand, in writing, at the latest within five (5) days calendars following the occurrence of the invoked event.

In any event, in the event of a case of force majeure, each party will put every effort to minimize the effects of said force majeure.

For the purposes of these, will not constitute a case of force majeure any loss User manual.

11.6. Complaints

Any complaint in connection with the Site, the Application or the Services offered by the Company may be formulated by any User to the Company, by letter addressed to head office, email to customer service or telephone contact.

The Company undertakes to respond to it within a maximum of two months from the receipt of the complaint.

The Company and the User concerned at the origin of the complaint will endeavor to make their best efforts to find any amicable solution.

12. APPLICABLE LAW - JURISDICTION

12.1. Applicable right

The T & Cs and all resulting documents between the Company and any User are governed by and interpreted in accordance with French law.

12.2. Jurisdiction

Any dispute arising from the validity, interpretation or execution of these will be subject to competent French courts.