



Terms and Conditions of Use for the OlkyPass Service

Version 1.5

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1 Preamble

The OlkyPass Service is a service offered by the French branch of the public limited company Nun-Tech SA, located at 48 Quai du Lazaret – 13002 Marseille, registered with the Marseille Trade and Companies Register under number 911 587 806, hereinafter referred to as “Nun-Tech.”

The OlkyPass Service is accessible via a web application from a browser that allows access to the OlkyPass Website.

The purpose of this document is to set out the conditions under which the User may use the OlkyPass Service to obtain their OlkyPass Passport.

Capitalized terms refer to the definitions contained in Article 2 “Definitions.”

2 Definitions

Terms of Use: refers to these Terms of Use for the OlkyPass Service.

OlkyPass Account: refers to a User's individual account opened when they first use the OlkyPass Service, allowing them to manage their personal information.

Olky Group: refers to companies affiliated with Nun-Tech which, although legally independent, form a single economic unit due to close financial ties between them or because they are under common management.

OlkyPass Account ID: refers to the email address and password for the OlkyPass Account.

OlkyPass Passport ID: refers to the public key assigned by Nun-Tech to the User when issuing their OlkyPass Passport. The User can access this ID from their OlkyPass Account.

Registration: refers to the OlkyPass Account creation procedure that allows any eligible person to enter their personal data in order to access the OlkyPass Service and obtain an OlkyPass Passport.

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 relation to AML-CFT.

AML-CFT: Anti-Money Laundering and Counter-Terrorist Financing, refers to all 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, which is exclusive and confidential and, when combined with the email address, is required for the User to access the OlkyPass Account and certain uses of the OlkyPass Passport.

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 Passport as proof of their identity.

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

OlkyPass Service: Refers to the automated and human analysis services provided by Nun-Tech to issue an OlkyPass Passport to the User.

OlkyPass Website: Refers to the secure website published by Nun-Tech allowing the User to access their OlkyPass Account.

OlkyPass Website URL: <https://www.olky.eu/fr/universe/olkypass/>

Algoreg : refers to a subsidiary of Nun-Tech acting as a subcontractor as defined in section 21.3

User: refers to any legal or natural person authorized under the terms and conditions described in these Terms of Use to use the OlkyPass Service, whether they are a Consumer or a Professional.

Consumer User: any User who is a natural person acting for purposes that do not fall within the scope of their commercial, industrial, craft or liberal activity.

Professional User: refers to any User who is a natural or legal person acting for purposes that fall within the scope of their commercial, industrial, craft or liberal activity.

3 Purpose and modification of the T&Cs

The purpose of the Terms of Use is to define the contractual relationship between Nun-Tech and the User regarding the use of the OlkyPass Service and the OlkyPass Passport.

The provisions of these Terms of Use 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 to legislative or regulatory changes), Nun-Tech will inform its Users in advance. Any modification to the Terms of Use will take effect upon publication or, where applicable, on any other date that may be indicated. Before using the OlkyPass Service, it is the User's responsibility to refer to the latest version of the Terms of Use, which can be viewed and downloaded from the OlkyPass Website.

Users are informed that they may always refuse to accept any version of the Terms of Use subsequent to the version in force at the time of their Registration. Such refusal by the User, which must be notified to Nun-Tech, will result in the termination of these Terms of Use at no cost, rendering the OlkyPass Service inaccessible and the OlkyPass Passport unusable.

4 Acceptance of the Terms of Use

By accessing their OlkyPass Account, Users acknowledge that they have read these Terms of Use and agree to comply with them, their consent being time-stamped for the first time upon registration and then each time they access their OlkyPass Account.

The User is deemed to accept each new version of the Terms of Use brought to their attention, either by email or when they log in to their OlkyPass Account. However, they may refuse a new version of the Terms of Use provided they notify Nun-Tech of their refusal in accordance with the provisions of Article 20.1. This notification will result in the termination of these Terms of Use at no cost, rendering the OlkyPass Service inaccessible and the OlkyPass Passport unusable.

5 Presentation of the OlkyPass Passport

The OlkyPass Passport is a digital key issued to the User by Nun-Tech.

This digital key, accessible from the User's OlkyPass Account, allows them to access the Olky group's services, in particular banking and crypto services, and to enter into contact with Partners without having to carry out new KYC procedures.

To this end, the User expressly authorizes Nun-Tech to transmit to Olky Group companies and Partners, by computer processing, the information necessary for the recognition and use of their OlkyPass Passport.

When registering, the User must complete a registration form. The information concerning them is processed in accordance with Article 21 relating to personal data.

The User guarantees Nun-Tech that the information they provide is accurate, truthful, and up to date. If this information proves to be false, incomplete, or obsolete, Nun-Tech reserves the right to refuse Registration and/or interrupt the provision of the OlkyPass Service and/or, where applicable, suspend or revoke the OlkyPass Passport.

5.1 Eligibility requirements

To obtain an OlkyPass Passport, the User must meet the following requirements:

- i. Be of legal age;
- ii. Possess at least one valid form of identification;
- iii. At Nun-Tech's sole discretion, other documents may be requested, such as: a second valid form of ID, proof of address, proof of income, national tax identification number, bank account details, etc.
- iv. For Professional Users, additional documents may be requested, such as a trade register extract, articles of association, identification of agents and beneficial owners, etc. The documents required depend on the situation of the company, so they may be requested as the User progresses through the process of obtaining the OlkyPass Passport.

5.2 Validity period of an OlkyPass Passport

The validity period of an OlkyPass Passport is unlimited.

However, it may be suspended during the relationship between the User and Nun-Tech while awaiting additional documents requested from the User or in the event of the expiration of one of the identity documents submitted by the User for the issuance of their OlkyPass Passport.

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

The OlkyPass Passport may also be revoked at any time under the conditions stipulated in Article 15.

For Professional Users, the OlkyPass Passport may be suspended when an event concerning them is brought to the attention of Nun-Tech, whether through company data registers or by any other means.

5.3 OlkyPass Passport Level

The OlkyPass Passport level corresponds to the depth of knowledge of the User acquired by Nun-Tech during the identity verification process.

A minimum level is always required to allow the User to enter into a relationship with Partners or other companies in the Olky Group and to maintain that relationship. This level may depend on the situation of the Holder, the Partner, the services used, and the volume of services provided to the Holder.

Levels range from 1 to 6, and the User may increase the level of their OlkyPass Passport at any time from their OlkyPass Account.

6 Registration for the OlkyPass Service

6.1 Registration Conditions

Registration for the OlkyPass Service requires express acceptance of the OlkyPass Service Terms of Use. To this end, the User must confirm that they have read and accept them.

To access the OlkyPass Service, the User creates an OlkyPass Account, which will also allow them to access other Olky group services or Partner services using the same username/password combination. Additional strong authentication is required and must be configured by the account holder during Registration by following the process explained to them.

6.2 Information to be provided on the Registration form

The personal information to be provided by the User on the Registration form must be accurate, truthful, and up to date. The User undertakes, in this respect, to notify Nun-Tech of any changes affecting their information, either online or via Customer Service.

The User is solely responsible for the consequences of not updating their personal information and expressly acknowledges that Nun-Tech cannot be held liable in the event of false statements concerning their identity or failure to communicate changes concerning them.

6.3 Access to the OlkyPass Service

Access to the OlkyPass Account is protected by the OlkyPass Account ID, a username/password combination, and a strong authentication system. The User must choose a sufficiently strong password according to the explanations provided during registration in order to prevent fraudulent access to the OlkyPass Service.

The use of the OlkyPass Passport to identify oneself on Partner sites is explained on their own sites. It is generally done by entering the OlkyPass Passport ID.

6.4 OlkyPass Passport creation procedure

The creation procedure involves several steps that are essential to finalize the OlkyPass Passport issuance process:

- (i) Entering and verifying the email address.

When the User registers, Nun-Tech verifies the email address entered by the User by sending a registration notification email containing a link to a page allowing them to continue creating their OlkyPass Account. The User has 30 minutes to confirm their registration by activating this link.

- (ii) Completing the registration form

The User enters personal information and identity information. They are required to carefully check the identity information entered before confirming it to ensure that it matches the information on their ID. The confirmed information will be checked during their identity verification. Once the information on their identity document has been validated, Users will no longer be able to modify it. In the event of an error, they must contact Customer Service.

After completing the registration form, the OlkyPass Service will issue the User with a Level 1 OlkyPass Passport. By continuing to use the OlkyPass Service, the User can have their identity verified under the conditions set out below, enabling them to obtain a Level 2 OlkyPass Passport.

(iii) Identity verification

The information provided by the User when registering on the OlkyPass Website can be verified online using the Algoreg verification system.

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

This process requires the User to have a smartphone or computer equipped with a camera and microphone. In addition, the User must agree to the identity verification process carried out by Algoreg and authorize this application to use their camera, microphone and, where applicable, their geolocation.

To verify their identity from their OlkyPass Account, Users must click on “Verify my identity.” They will then be redirected to the Algoreg application, where they must click on “Start verification” and follow the procedure explained to them:

Allow their ID to be photographed,

Have their identity verified via facial recognition using their camera.

Once their identity has been verified, Users are notified by the identity verification progress information visible in their Customer Area.

(iv) Authentication

After verifying their identity, the OlkyPass Service allows Users to authenticate it using various methods available to them.

Successful authentication allows the User to obtain a Level 3 OlkyPass Passport.

(v) Reaching higher levels of the OlkyPass Passport

The OlkyPass Service allows the User to reach levels 4 to 6 of their OlkyPass Passport by filling out forms that allow Nun-Tech to better understand their personal situation and by providing supporting documents to back up their statements.

Professional Users

A company's OlkyPass Passport must be obtained by a natural person, the “Declarant,” who must first verify their own identity using the same process as a Consumer User in order to obtain a minimum Level 2 OlkyPass Passport.

After obtaining their OlkyPass Passport, the Declarant can access the management of their companies, enabling them to obtain an OlkyPass Passport for each of them. To do so, they must provide information about the company, including the natural persons involved, such as agents and beneficial owners. The information collected about the company depends on its characteristics and the level of Passport required.

7 Use of the OlkyPass Account

7.1 Use of the OlkyPass Account by the user

To access their OlkyPass Account, the User must use their OlkyPass Account ID, which they must keep strictly personal and confidential. The User undertakes:

- (i) to keep them secret;
- (ii) not to disclose them to any third party by any means whatsoever;
- (iii) not to allow third parties to access their OlkyPass Account;
- (iv) to bear sole responsibility for the consequences of any disclosure made in violation of these terms, except in the case of duly proven fraud by a third party;
- (v) to immediately inform Nun-Tech of any compromise, loss, or anomaly observed in relation to them.

The User acknowledges that the OlkyPass Service to which the OlkyPass Account provides access is a service for personal use only and that any use of said service is carried out under their full and entire responsibility.

Nun-Tech recommends that each User take all necessary precautions in terms of IT security (use of antivirus software, a firewall, etc.) and exercise caution and common sense when logging into the OlkyPass Account.

Users are informed that Nun-Tech will never ask them to disclose their password or OlkyPass Passport ID, whether by email, telephone, or any other means.

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

The User undertakes to inform Nun-Tech without delay, by any means, of any error, fault, or irregularity that they may notice in the use of the OlkyPass Site as soon as they become aware of it.

7.2 Use of the OlkyPass Passport by Partners

The OlkyPass Passport allows the User to identify themselves on Partner websites and, where applicable, to use their services subject to acceptance of their own contractual terms and conditions.

In order to enable the use of the OlkyPass Passport on a Partner site, the User authorizes Nun-Tech to communicate all or part of the information it has collected that is necessary for the use of the Partner's service and for compliance with its own KYC obligations.

The conditions applicable to the access, provision, 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 remains uninvolved in any contractual relationship that may be established between the User and any Partner, including if this contractual relationship is established through the OlkyPass Passport and/or the OlkyPass Account. Under no circumstances shall Nun-Tech intervene in any way whatsoever in the contractual relationships that may be established between Users on the one hand and Partners on the other.

The User is solely responsible for any harmful acts they may commit against a Partner, including in the event of non-performance of contractual obligations entered into with the latter.

7.3 Modification of OlkyPass Passport attributes

Subject to compliance with the provisions of this article, Users may modify certain personal information provided during Registration and included in their OlkyPass Passport via the “modify” tab in their OlkyPass Account.

Change of marital status or email address: any change in the User's marital status or email address is made by following a secure process requiring contact with Customer Service.

8 Cost of the OlkyPass Service

The cost of the OlkyPass Service varies depending on whether the User is a Consumer or a Professional User and may depend on the level of the OlkyPass Passport.

In the case of a Consumer User, this cost is covered by the Partner with whom the User enters into a relationship.

In the case of a Professional User, this cost is generally borne by the User and depends on the characteristics of the company (activity, nationality, complexity of the legal organization chart, etc.). The price is communicated to the User after they have started the Registration process, allowing Nun-Tech to collect the minimum information necessary to calculate the cost of the OlkyPass Passport. As soon as the information collected allows, the cost is presented to the User, who can then choose to stop their Registration or continue it in order to obtain their OlkyPass Passport, in which case they are invited to pay the cost by card or bank transfer. Once payment has been made, the Professional User can no longer withdraw, and Nun-Tech is committed to issuing the OlkyPass Passport without any time limit, the latter essentially depending on the User's responsiveness in providing the information and documents requested.

9 Intellectual property rights

The OlkyPass Website (including all accessible information, particularly in the form of text, photos, images, sounds, data, databases, and downloadable programs, including software technology and other underlying technology) and the OlkyPass Services are protected by intellectual property rights and/or other rights that Nun-Tech owns or is authorized to use.

The User may not under any circumstances 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 Website and/or Services without the prior written authorization of Nun-Tech.

Any unauthorized extraction and/or reuse of one or more databases extracted or copied from or made from the content of the OlkyPass Website and/or OlkyPass Services, whether directly or indirectly, is punishable by civil and criminal penalties.

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

The reproduction, imitation, or affixing, in whole or in part, of documentation, including the Terms of Use, trademarks, and designs belonging to Nun-Tech is strictly prohibited without its prior written consent.

10 Access and availability of the OlkyPass Site and Service

Except in 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. However, Nun-Tech may carry out testing, monitoring, and/or maintenance operations, as well as any necessary interventions in the event of a breakdown, at any time. Nun-Tech will endeavor to give advance notice of such operations wherever possible. Nun-Tech cannot be held liable for any consequences resulting from such operations for the User.

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

The User undertakes not to interfere with 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 broadly, the information system of Nun-Tech and/or its co-contractors.

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

11 Liability

11.1 Liability of Nun-Tech

Nun-Tech makes no warranty as to the suitability of the OlkyPass Service and/or the OlkyPass Passport to meet the User's specific expectations or needs. Similarly, Nun-Tech cannot guarantee that there will be no errors or other malfunctions or problems during the use of the OlkyPass Service and/or the OlkyPass Passport.

Nun-Tech declines all responsibility for the use made by the User of the OlkyPass Service and the OlkyPass Passport. In this regard, Nun-Tech reserves the right to suspend the OlkyPass Passport for a User following receipt of a notification or if it becomes aware of the manifestly unlawful nature of the use made of the OlkyPass Passport.

Nun-Tech cannot be held liable in any way for this measure. Nun-Tech can only be held liable in the event of intentional misconduct 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 damage, loss of customers, any commercial disruption, loss of profits, loss of brand image, loss of data and/or computer programs suffered by the User that may result from the non-performance of these Terms of Use. Furthermore, Nun-Tech shall in no event be liable for any damages resulting, even partially, from the User's total or partial failure to fulfill their obligations, as well as for any indirect damages.

11.2 11.2 User Responsibility

The User is solely responsible for their use of the OlkyPass Service and the OlkyPass Passport.

They acknowledge that any use of the OlkyPass Service and/or the OlkyPass Passport is presumed to have been made by them and will be attributed to them, and it is the User's responsibility to provide proof to the contrary.

The User undertakes:

- (i) not to make illegal or unlawful use of the OlkyPass Service and/or the OlkyPass Passport;
- (ii) inform Nun-Tech without delay, by any means, of any error, fault, or irregularity that he or she may notice in the use of the OlkyPass Service and/or the OlkyPass Passport, as soon as he or she becomes aware of it;
- (iii) in general, not to use the OlkyPass Passport in a way that could cause harm to Nun-Tech;
- (iv) choose a strong password in accordance with the policy indicated on the creation page;
- (v) securely store the means of identification used for strong authentication;
- (vi) never disclose their means of strong authentication or authentication data to a third party.

In this regard, Nun-Tech reserves the right to:

- (i) keep, for evidence purposes, all logs, connection traces, or personal or non-personal data proving the User's responsibility for the behaviors or actions in question, in accordance with the Terms of Use;
- (ii) modify, reject, and/or delete access to the OlkyPass Service in the event of non-compliance with the rules set out in these Terms of Use;
- (iii) apply the provisions of Article 15 "Revocation of the OlkyPass Passport."
- (iv) take legal action in the event of fraud.

In addition, Nun-Tech monitors and tracks the operation of the OlkyPass Service.

12 Force majeure

Nun-Tech cannot be held liable for any delay in the performance of its obligations or for any failure to perform its obligations under these Terms of Use when the circumstances giving rise to such delay or failure are due to force majeure.

In addition to those usually recognized by the jurisprudence of French courts and tribunals, the following cases are expressly considered to be cases of force majeure or fortuitous events: blockage of electronic communications, beyond Nun-Tech's control, and any other case beyond Nun-Tech's control preventing the normal performance of the obligations arising from the Contract.

Any case of force majeure affecting the performance of the obligations arising from these Terms of Use, and in particular the User's access to or use of the OlkyPass Service, shall suspend the performance of these Terms of Use from the date on which it occurs. From that date, and despite the case of force majeure, Nun-Tech shall endeavor, to the extent possible:

- (i) inform the User of the existence of this force majeure event;
- (ii) restore access, even if degraded, to the OlkyPass Service.

It is expressly agreed between the Parties that the implementation of these exceptional palliative measures 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.

13 Protection of personal data

The conditions for the processing of personal data are specified in Article 21 relating to personal data.

14 Storage of User data by Nun-Tech

The retention period for data relating to the OlkyPass Service, in particular records of registration files and event logs, and data relating to the OlkyPass Passport (username, identity data, and technical data) is five years after the OlkyPass Passport has been revoked.

15 Revocation of the OlkyPass Passport

15.1 Revocation of the OlkyPass Passport at the User's initiative

The User may revoke their OlkyPass Passport at any time from their OlkyPass Account. It is specified that revocation of the OlkyPass Passport results in the termination of the User's OlkyPass Account.

The User clicks on the "Terminate my OlkyPass Passport" button. A window opens asking them to confirm their choice and enter their Password. Upon confirmation, the User's OlkyPass Passport is permanently deleted and they can no longer log in to their OlkyPass Account.

Users who have revoked their OlkyPass Passport may create a new OlkyPass Account to reuse OlkyPass Services in order to obtain a new OlkyPass Passport.

The revocation takes effect on the day of the User's request. Any revocation will invalidate the User's OlkyPass Passport and all related features. However, for regulatory reasons, Partners who have accepted the OlkyPass Passport to identify the User may continue to access the User's identification data held by Nun-Tech for an additional five years.

15.2 Revocation at the initiative of Nun-Tech

Nun-Tech reserves the right to suspend or permanently revoke the User's OlkyPass Passport for reasons related to the security of the OlkyPass Service, the security of the User, or a breach or suspected breach by the User of any of their obligations hereunder. This revocation shall be automatic, without prejudice to any damages that Nun-Tech may seek.

Nun-Tech also reserves the right to unilaterally terminate this contractual relationship resulting from the Terms of Use in the event that the User commits serious and/or repeated breaches of any of its obligations set forth herein or in the event that Nun-Tech permanently discontinues the OlkyPass Service. In the latter case, the termination shall take effect six (6) months after notification of the termination of the OlkyPass Service.

16 Subcontracting

Nun-Tech reserves the right to have all or part of the services covered by these Terms and Conditions performed by any other company of its choice as a subcontractor, with Nun-Tech remaining solely liable to the User and responsible for taking action against its subcontractors.

17 Assignment

Nun-Tech reserves the right to assign the OlkyPass Service, and therefore the contractual relationships, to any third party of its choice.

18 Evidence agreement

Nun-Tech and the User agree that in the event of a dispute, the following shall be admissible as evidence in court:

- (i) the means of identification (email, phone number, secret codes, photos, video recordings, etc.) used in connection with the OlkyPass Service;
- (ii) the electronic consents and/or signatures collected and the agreements concluded on the basis of these consents in connection with the OlkyPass Service, as well as the provisions agreed upon between the parties;
- (iii) connection data relating to actions performed from the OlkyPass Account;
- (iv) Contrary evidence may be reported.

Upon Registration, and each time they access their OlkyPass Account following a modification of the T&Cs, Users are invited to read and accept the T&Cs, which they can download freely. Failing this, they will not be permitted to access the OlkyPass Service.

19 Miscellaneous provisions

19.1 Non-waiver

The fact that the User and/or Nun-Tech does not invoke a breach by the defaulting party of any of the obligations resulting from the Terms of Use shall not be interpreted as a waiver of the obligation in question.

19.2 Partial invalidity

The invalidity of any clause of the T&Cs shall not affect the validity of the other clauses; it shall continue in the absence of the invalid provision unless the invalid clause renders the continuation of the contractual relationship impossible or unbalanced in relation to the initial agreements.

19.3 Notification

Any notification required under the terms hereof shall be made to the other party in writing, exclusively by email or by registered letter with acknowledgment of receipt. Such notification 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

Email address for notifications to the User: The email address provided during Registration.

Mailing address for notifications to Nun-Tech: 1, Op de Leemen
L-5846 Fentange
Luxembourg

Mailing address for notifications to the User: The last residential address provided during Registration or when updating personal data.

20 Complaint handling

20.1 Customer Service

All complaints must be addressed to Customer Service.

Customer Service can be contacted:

- (i) from the User's OlkyPass Account;
- (ii) using the contact form on the OlkyPass Website;
- (iii) by mail to the address indicated.

Complaints are then processed in accordance with the terms and conditions of the T&Cs.

20.2 The Olky Group Consumer Ombudsman

If the User is not satisfied with the response from Customer Service or has not received a response within two (2) months of submitting their complaint, they may refer the matter free of charge to the Olky Group's Consumer Ombudsman, an independent entity with jurisdiction over any disputes concerning all services covered by these Terms of Use.

The complaint may be submitted to the AFEPAME Consumer Ombudsman.

The Ombudsman can be contacted by the following means:

- (i) Website: <https://mediateur-consommation-afepame.fr>
- (ii) Mail: The Consumer Ombudsman at AFEPAME c/o WEBHELP GRAY Zac de Gray, Impasse Clément Ader- 70 100 Gray
- (iii) Email: contact@mediateur-consommation-afepame.fr

Consumer Users are informed that the Mediator can only be contacted after the complaint procedure mentioned in Article 20 has been exhausted.

Otherwise, the Mediator cannot deal with the requests made to him.

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

Any person not falling within this definition is considered a professional customer. In this case, Nun-Tech does not use the services of a professional mediator for the out-of-court settlement of disputes relating to the OlkyPass Service.

21 Personal data

21.1 General Data Protection Regulation (GDPR)

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

In order to provide the OlkyPass Service, 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 within the Olky Group as well as to Partners contractually authorized to accept the OlkyPass Passport to identify their customers. This data may also be communicated to certain government agencies in the User's country of residence.

This communication of data is necessary or mandatory in the exercise of regulated financial activities and 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/participating in or using the 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 the right to access, rectify, transfer, oppose, limit, and erase (except in cases where regulations do not allow the exercise of these rights) data concerning him/her directly with the data protection officer appointed by Nun-Tech. To exercise this right, the User must notify Nun-Tech in accordance with the communication provisions agreed between the parties referred to in Article 19.3, providing full details of the request.

Any complaints may be lodged in Luxembourg with the National Data Protection Commission and in France with the National Commission for Information Technology and Civil Liberties (CNIL).

21.2 Consent to the use of data

In accordance with the law, by accepting these terms and conditions, the User explicitly consents to allow Nun-Tech to access, process, and store any information that the User has provided to it for the purpose of providing 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 their OlkyPass Passport. If they withdraw their 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 this data for other legitimate purposes and reasons, including in accordance with its legal obligations.

21.3 Data processing

The User is informed that Nun-Tech carries out automated processing of their personal data collected when entering into a contractual relationship and when using the OlkyPass service to

ensure the prevention, investigation, and detection of fraud in relation to KYC, as well as to fulfill its AML-CFT obligations.

Nun-Tech will act exclusively as a data processor on behalf of the User and solely on the basis of and in accordance with the User's instructions.

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

- Take all technical, organizational, and structural measures to preserve the confidentiality and security of personal data in light of the nature of the personal data and the risks presented by the implementation of the OlkyPass Service in order to prevent any misuse or fraudulent use of these computer files during the execution of these Terms of Use and, more generally, to implement the necessary measures to protect personal data against accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access;
- Take all necessary measures to ensure that its employees and subcontractors involved in the performance of the OlkyPass Service are adequately informed and trained to comply with Nun-Tech's commitments in terms of confidentiality and security of personal data;
- Notify the User in writing of any incident relating to the processing and security of personal data as soon as it occurs, in particular any unauthorized access, disclosure, use, or modification or destruction of personal data, specifying the measures taken to put an end to the incident and prevent its recurrence;

The data collected is also processed for the purposes of analyzing the security level of Nun-Tech's services and AML-CFT.

In order to provide its services, Nun-Tech may call upon service providers involved in the implementation of automated data processing as subcontractors. These subcontractors are recipients of the data necessary for the performance of their services and may only act on the instructions of Nun-Tech, which remains responsible for the implementation of the processing.

The User expressly agrees, for the entire duration of their contractual relationship with Nun-Tech, that all or part of the personal data provided may be transmitted to Nun-Tech's service providers involved in the processing for the purposes of performing the OlkyPass Services.

The User expressly authorizes Nun-Tech, throughout the duration of the contractual relationship, to transfer all or part of the aforementioned collected data to financial institutions and other institutions subject to AML-CFT obligations that may enter into a contractual relationship with the User through the OlkyPass Passport. This is to enable these institutions to comply with their legal obligations in terms of AML-CFT, 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 and/or the companies of the Olky Group and/or its Partners may use this data to inform the User of the existence of new services related to those provided under these Terms of Use.

The User is also informed that in order to comply with legal obligations regarding AML-CFT, the personal data processed in this way will be kept for a period of five (5) years after the end of any contractual relationship that may have existed between the Parties in connection with the granting of the OlkyPass Passport.

22 Withdrawal for Consumer Users

Unless otherwise specified, these Terms of Use shall take effect upon acceptance.

Consumer Users have a period of 14 days to withdraw, without charge or penalty and without being required to give reasons for their decision. This period begins upon acceptance of the Terms of Use.

The commencement of performance does not deprive the Consumer User of the right to withdraw. In such a case, the exercise of the right of withdrawal terminates the Terms of Use.

The Consumer User may withdraw using the form provided with these Terms of Use.

23 Dispute resolution - Competent court and applicable law

This Website is subject to French law. Most of the content and services are offered in French. However, if any of them are published in English, particularly technical documentation, the French version shall prevail in the event of a dispute.

In the absence of an amicable settlement, any dispute relating to the interpretation, formation, or execution of the Terms of Use, shall fall within the jurisdiction of the French courts.

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

Published November 19, 2025

**WITHDRAWAL FORM FOR THE TERMS AND CONDITIONS OF USE
OF THE OLKYPASS SERVICE BY A CONSUMER USER**

I, the undersigned:

Name _____

First name _____

born on _____

residing at :

Street _____

Postal Code and City _____

Country _____

E-mail Address _____

Declares that I am withdrawing from my commitments under the TERMS AND CONDITIONS OF USE OF THE OLKYPASS SERVICE agreed with Nun-Tech and am withdrawing from all services associated with it.

I acknowledge that my withdrawal from the GENERAL TERMS AND CONDITIONS OF USE OF THE OLKYPASS SERVICE agreed with Nun-Tech entails my withdrawal from any commitment made to Nun-Tech.

My withdrawal is only valid if it is sent before the expiry of the deadlines set out in Article 22 "Withdrawal for Consumer Users" of the GENERAL TERMS AND CONDITIONS OF USE OF THE OLKYPASS SERVICE agreed with Nun-Tech, legibly and fully completed, and sent to NUN-TECH under the conditions stipulated in Article 19.3 "Notification."

Date:

Signature of the Consumer User: