

TCU Services

Terms and Conditions of Use applicable to the VeraCarte websites and services that are the property of the VERACASH company

1. Purpose

The www.VeraCarte.com and www.VeraCash.com websites (hereinafter "the Websites") enable private and corporate customers (hereinafter "the Members") to purchase and sell a quantity of gold, silver or diamonds (hereinafter collectively "the Products"), as an investment and to benefit from the safe storage of the Products in a high-security vault. These Terms and Conditions are intended to define the terms and conditions of use of the Services offered on the Websites and the mobile application (hereinafter "the Services"), and to define the rights and obligations of the parties concerned. These Terms and Conditions can be accessed and printed at any time via a direct link inserted at the bottom of each Website page. They may be completed, if necessary, by specific conditions of use for certain services, which are applicable in addition to the present Terms and Conditions and, in the event of any dispute, shall take precedence over the latter.

>2. Website and Service Operators, contact

The Websites and Services are operated by the company VeraCash, simplified joint stock company, registered under the number 808 689 657 in the Bordeaux Trade and Companies Register, with its head office at 42 rue Tauzia, 33800 Bordeaux, France (hereinafter "the Company"). The Company may be contacted at the following address: Postal address: CS 81948, 33800 Bordeaux Cedex, France Telephone: +33 (0)1 80 88 61 00 Email address: contact@veracash.com

. Access to the Websites and Services

The Websites and Services can be accessed by any natural person having the legal capacity to commit to these Terms and Conditions. The Websites and Services are intended for use by both private individuals and professionals, notably understood as being any individual or corporate entity carrying out a paid activity other than occasionally, notably the purchase and sale of gold, silver or diamonds. 4. Acceptance of these Terms and Conditions Acceptance of these Terms and Conditions is materialized by a tickbox on the registration form. It implies full and complete acceptance. Any conditional agreement is considered void and invalid. The Member who does not accept being bound by these Terms and Conditions should not access the Websites or use the Services.

5. Website registration

5.1 Browsing the Websites or the mobile application is free of charge and does not require any subscription.

5.2 To make their first purchase, as provided by article 6.2, and more generally, to use the services, the Member must adhere to the Services provided on the websites and the mobile application (hereinafter "Membership"), under the conditions defined in article 6.4. Membership requires the Member to register on the Website by completing a form designed for this purpose. Therefore, the Member will be required prove their identity and provide all mandatory documents as mentioned on the registration form. No incomplete registration shall be approved.

5.3 The registration automatically opens an account in the name of the Member (hereinafter "the Account"), giving them access to a Member area (hereinafter "Member Area") enabling the use of the Services in a format and according to the technical means the Company considers the most appropriate for the provision of such Services. The Member guarantees that all the information provided on the registration form is correct, up-to-date, sincere and not intended to mislead. The Member undertakes to update their personal information in the Member Area in the event of any change to this, such that it always meets the above criteria. The Member is informed and accepts that the information given concerning the creation or updating of their account acts as proof of their identity. Following validation, the information provided by the Member shall be considered binding on them.

5.4 The Member may access their Member Area at any time, after logging-in with their public ID, their username and their four-digit secret key. The Member undertakes to use the Services personally and not to allow any third party to use their account instead of them or on their behalf, or only if the Member undertakes to bear full responsibility. The Member is also responsible for ensuring the confidentiality of their login details and secret key. They must immediately contact the Company at the address given in article 2 if they become aware that the account has been used without their consent. The Member gives the Company the right to use every appropriate means in this event. Every transaction made via the Member Area shall be considered as being indisputable and irrevocable by the Member.

6. Description of the Services

The Member has access to the following Services, in a format and according to the technical means and functionalities that the Company considers to be the most appropriate.

6.1 Product Prices The Company gives the price of the Products on the Websites and the Mobile application (hereinafter "the Price"). The Price represents the price of the Products that the Member may acquire at any given time. The Price is set according to the continuous international London, New York and Shanghai prices for gold and silver and according to the Rapaport for investment diamonds. Positive or negative weighting, linked to current supply and demand, may be applied to this Price. This specific weighting shall not exceed 10% for each metal and will be indicated on the Websites. The Price applied to the Products is available on the Websites and the Mobile application. The hour, the frequency with which this is updated, together with the date on which the Price was updated, are given on the Websites and the Mobile application for information. The Member is informed and expressly recognizes that the Price and the weighting may fluctuate and may rise or fall in line with changes to the calculation parameters mentioned above. The Member may be informed of the applicable Price in real time by consulting the information on the Websites and the Mobile application.

6.2 Purchase of Products

6.2.1 Purchase The Member may purchase, through the Company, the Products offered on the Websites, that is to say, gold, silver and diamonds, according to pre-determined units of measure (hereinafter "the Purchase"). The Member shall indicate on the purchasing form (hereinafter "the Purchasing Form") the desired purchase amount (hereinafter "the Purchase Price"). The Member is free to decide on the distribution of their Purchase according to the nature and details

of the Products as indicated on the Websites. Should the Member fail to indicate such distribution, the total Purchase price will be attributed to gold products. The Purchasing Form is automatically updated according to the Purchase price distribution to indicate its exchange in the selected Product quantity, as follows: in grammes for gold and silver Products in millicarats for diamond Products. The quantity of Products that a Member may acquire when making their purchase depends on the Price of each Product applicable at the time of Purchase. After verifying the Purchase Price and the Product distribution, the Member shall validate the Purchase Form, thus enabling payment. A Product may not be refunded, returned or exchanged. The Member is the sole person responsible for the accuracy of the information provided on the Purchase Form before it is validated.

6.2.2 Purchase payment The payment of the Purchase Price may be carried out directly online, by bankcard, via the online secure payment service provided by a third-party organism, by bank transfer, or any other means offered on the Websites at the time of Purchase. The Member warrants the Company that they have the required authorizations to use their chosen payment method.

6.2.3 Absence of any right of withdrawal Pursuant to article L121-21-8 of the French Consumer Code, the Member is expressly informed and accepts that the Price of the Products is set and fluctuates in line with the quoted price, as set out in article 6.1, such Price being dependent on movements in the financial markets. Thus, when purchasing Products, the Member has no right of withdrawal or cooling off period. As a consequence, the Member is expressly informed and accepts that any payments made to cover the Purchase Price shall be considered firm and definitive. The Member has a duty to verify their information as provided on the Purchase Form before the validation and payment of each Purchase Price.

6.2.4 Property rights The Member is expressly informed and accepts that the Company owns the products purchased by the Member until the totality of the Purchase Price has been received by the Company. In the event of non-payment of the Purchase Price, in full or in part, the Company shall retain ownership of any such unpaid Products.

6.2.5 Monthly purchase statement The Member is able to view their monthly Purchase transaction history via their Member area on the Websites. The Member may also receive this by email, according to the tariffs and conditions indicated on the Websites.

6.3 Secure vault storage of the Products purchased

6.3.1 High-security vault storage of Products purchased The Member acknowledges that the totality of the Products purchased via the Websites is stored under the exclusive care of the Company or one of its suppliers, to fulfil its services, that the Member accepts having expressly renounced any possibility of receiving it physically. Thus, from the moment of their Purchase until the moment of Sale, the Products are stored in a high-security vault by the Company or by one of their suppliers (hereinafter "the Vault") in Switzerland, the Geneva Free Ports & Warehouses.

6.3.2 Free storage in a secure vault and oxidation The transport services and Vault storage, fees and insurance included, are free of charge for Members and assured in their totality by the Company. However, any account where no activity has taken place for more than six consecutive months will be subject to inactivity fees. We refer to this as "oxidation". These fees are indicated in the tariff section of the Websites or the Mobile application and involve a small quantity of metal stored for a customer being debited to cover the expense incurred by such inactivity. Total inactivity is understood as

being the absence of any: - funds being deposited via the means offered under the present Terms and Conditions designed for the purchase of precious metals - withdrawal of any precious metal, using the VeraCarte, for example, or by transfer to a bank account - referral - reception of VRC - transfer of VRC - use of loyalty points

6.3.3 Insurance The company undertakes to take out any appropriate insurance to cover their responsibility concerning the transport and storage of the Products, based on the minimum quoted Price as on the date and the time of any loss.

6.4 Sale of Products

6.4.1 Sale of the Products The Member may sell the totality or part of the Products purchased by them via the Websites and held in the high-security Vault (hereinafter "the Sale"). The Member should contact the dedicated team on the following number: +33 (0)1 80 88 61 00 (hereinafter "the Sales Team") notably to specify the value of the Sale they wish to make (hereinafter "the Sale Price") and its distribution (hereinafter "the Sale Order"). The Sales Team may be contacted on the days and at the times given on the Websites. Outside of these days and times, the Member may not place a Sale Order. The quantity of Products that any Member may sell during a Sale depends on the Price of each Product as applied at the time of the Sale. Any Sale Order must be placed by telephone at the above-mentioned times.

Monday from 9.00am to 6.00pm (GMT+1)

Tuesday from 9.00am to 6.00pm (GMT+1)

Wednesday from 9.00am to 6.00pm (GMT+1)

Thursday from 9.00am to 6.00pm (GMT+1)

Friday from 9.00am to 6.00pm (GMT+1)

If necessary, the Company's team will contact the Member during the day.

6.4.2 Payment of the Sale Price Within a maximum period 72 (seventy-two) hours following the validation of the Sale Order by the Member, the Company shall pay the Sale Price to the Member by bank transfer to the bank account specified by the latter, according to the procedure set out on the Websites.

6.5 "Send" feature An "approved" Member (whose profile is complete and for whom all required documents have been approved by our service) may use the "Send" feature to transfer VeraCash ("VRC") to another person, whether they are another client of the platform ("Member") or not (via the "referral" option).

6.6 Optional VeraCarte card service The Member can subscribe to the optional VeraCarte card service as proposed by the Company VeraCash, under the terms set out on the Websites. This optional service is provided by the Company, as agent for, in the name of and on behalf of the company Prepaid Financial Services (PFS), according to the terms set out in the Terms and Conditions of Use for the VeraCarte card.

6.7 Referral

An "approved" Member (hereinafter the "Referrer") - whose profile is complete and for whom all required documents have been approved by our service - may refer a friend, relatives or other contacts via the referral feature or simply by sending them "VeraCash" ("VRC"). When the referee has registered and their documents have been approved, the referrer is

credited with loyalty points. Please refer to the mobile application and to the Websites for further details. For every 10 approved referees, the referrer will be credited with VRC. The referee will benefit from a fee discount for their first gold purchase.

6.8 Other services The Company reserves the right to offer any other service it deems appropriate, under the form and according to the technical means it considers appropriate for such Services.

7. Membership period and cancellation of membership

The Member may use the Services during their Membership period. Their Membership begins the day of their registration, for a period of 36 (thirty-six) months (hereinafter "the Initial Period"), from date to date. It is subsequently renewed by tacit consent, for successive periods identical to the Initial Period (hereinafter designated, with the Initial Period, as "the Periods"), from date to date, except in the event of a cancellation by the Member of their Membership at the latest 1 (one) month before the end of the current Membership period. Cancellation of their Membership by the Member shall be made by email sent to the contact address given in article 2. Cancellation of their Membership means that the Member shall no longer be registered on the Websites and Mobile application and their account shall automatically be deleted at the end of the current period. No later than 48 (forty-eight) hours before the end of the cancelled Period, the Member undertakes to sell the totality of the Products they hold in the company's Vault. Should the Member not validate a Sale Order for the totality of their Products, by the last day of the current Period, if this is a working day, or the last working day preceding the end of the current Period (hereinafter "the Final Day"), they expressly agree a Sale Order to the Company for the totality of their Products according to the Price set on the Final Day at the latest working hour of the telephone Sales Team.

8. Financial conditions

8.1 Means of payment for the services For each Purchase or Sale carried out, the Member recognizes and expressly accepts that one part of the Products bought or sold on the Websites is assigned to the payment of the different charges as set out in the present article. Thus, the Member is informed that this payment condition replaces any cash payment that the Company may request as payment for its Services. The quantity of Product attributed to the payment of these financial conditions is calculated according to the Price of the Products applied on the effective payment date.

8.2 Settlement of fees for the use of the service in the event of non-payment However, an account where no activity has taken place for more than six consecutive months will be subject to inactivity fees. We refer to this as "oxidation". These fees are indicated in the tariff section of the Websites or the Mobile application and involve a small quantity of metal stored for a client being debited to cover the expense incurred by such inactivity. Total inactivity is understood as being the absence of any: - funds being deposited via the means offered under the present terms and conditions designed for the Purchase of precious Metals. - withdrawal of any precious metal, using the VeraCarte, for example, or by transfer to a bank account. - referral - reception of VRC - transfer of VRC - use of loyalty points

8.3 Payment Fees Each Purchase or Sale made via the Websites, shall be subject to the collection, by the Company, of payment fees (hereinafter "the Payment Fees") due by the Member. These Payment Fees depend on the method of payment of the Purchase Price and the Sale Price of the Products as selected by the Member. The amount of the Payment Fee is set out on the Purchase Form and in the email that confirms the Sale (hereinafter "Payment Fee Amount"). The Member recognises and accepts that it is their personal responsibility to be aware of the Payment Fee Amount applicable on the date on which the Sale or Purchase is made.

8.4 Management Fees The company is paid two types of management fees: management fees paid for the Purchase Services as set out in article 6.2; management fees paid for the Sale Services as set out in article 6.4. These two categories of Management Fees are jointly designated hereinafter as "the Management Fees".

8.4.1 Management Fees Amount The amount of the Management Fees is set out on the Purchase Form and in the Confirmation Email for a Sale (hereinafter "Management Fee Amount"). The Member recognizes and accepts that it is their personal responsibility to be aware of the Management Fee Amount applicable on the date on which the Sale or Purchase was made.

8.4.2 Changes to Management Fees The Company reserves the right, at its own discretion and according to its own conditions, to propose promotional offers. The amount of the Management Fee applicable may be subject to revision by the Company at any time and at its own discretion. The Members are informed by any useful means of the date of entry into force of any new amounts 14 (fourteen) days before its online release. These new amounts will be effective for all approved Purchases or Sales after their entry into force.

9. Taxation Sales and Purchases are subject to specific rules concerning taxation. As an indication, the principal fiscal regulations applicable to these operations are available via the Websites. This information is however only given on a purely indicative basis and may not reflect recent changes to legislation or regulations. Under no circumstances should they could be considered as recommendations or as tax advice. The Member has a duty to inform themselves and ensure they meet all their obligations particularly as concerns any tax declarations required by the operations they carry out via the Websites.

10. Risks Any investment in gold, silver or diamonds carries a certain degree of risk, notably that linked to market fluctuations, as mentioned on the Websites. Any Member who sells or purchases Products should be aware that any profit linked to any theoretical capital gain may not, under any circumstances, be guaranteed. Every decision concerning a Purchase or Sale of Products made by the Member is thus made under their sole and exclusive responsibility. In case of doubt, it is the Member's responsibility to seek independent advice concerning their transactions.

11. Fight against money laundering and terrorism financing

In order to respect international legislation concerning the fight against money laundering and terrorism financing, the Company has an obligation to:

- Declare, any sums and operations that could come from drug trafficking, from fraud against financial interests, from corruption or organised crime or that could participate in financing terrorism; or any Purchase or Sale where the identity of the sender or receiver may appear doubtful.
- Obtain the appropriate information from the Member for any Purchase or Sale that may stand out due to the conditions and/or the unit amount or any other reason that makes the transaction appear unusual compared to those previously carried out. This information shall focus on the origin and the destination of the funds in question, as well as the specific economic justification for the transaction and identity of the person to benefit from it.
- limit to 1,000 euros per calendar month the maximum amount of loading, refund and withdrawal from prepaid cards, anonymous electronic money and cash. Due to applicable provisions of Article L. 315-9 of 3 June 2016 and its Decree of December 17th, 2016, the withdrawal limit with the VeraCard card is fixed at 1,000 euros per calendar month.
- apply the ceiling at EUR 3,000 per day when payments are made with electronic money and the debtor is French resident or acts for the purposes of a professional activity, according to Decree No. 2016-1985 of December 30th, 2016 pursuant

to Art. L112-6 of the french DGCCRF.

As a result, the Company may be under an obligation to refuse certain transactions. In this event and in order to facilitate verification, the Member expressly accepts that they will provide the Company with all necessary information and documents to enable the latter to fulfil its obligations, notably concerning the origin of the funds, the precise economic justification for all operations and any related documents. The Member recognizes and expressly accepts that the Company may be required to implement a system of monitoring in order to fight against money laundering and the financing of terrorist activities. The Member may, in compliance with current regulations, have access to all information communicated provided that this right of access does not affect the fight against money laundering and terrorism financing, when the data concerning the person making the request is held under articles L.6218, L.6219 and L.62110 of the French Financial and Monetary Code.

12. The register

In accordance with article 537 of the French General Tax Code, modified by the Law art. 15 (V) published in the French Official Journal (JORF) on 31 December 1999, the Company maintains a register of the Purchases and Sales carried out by Members via the Websites, the format and content of the said register are defined by ministerial decree as approved by the French Minister responsible for the budget. The member is informed that this register may be presented to a public authority on simple demand.

13. The Obligations of the Member

Without prejudice to any of the other obligations mentioned, the Member undertakes to respect the following: The Member is informed that French law is the applicable law for the settlement of any dispute that may arise between the Company and the Member.

13.1 By using the Services the Member undertakes to respect any laws and regulations currently in force and not to not interfere with the rights of any third party or public order. They are the only party responsible for the correct completion of any formalities, notably administrative, fiscal and/or social, for all payments and dues or taxes of any nature, if applicable, connected with the use of the Services. The Company may not be held liable under any circumstances.

13.2 The Member recognizes having read and understood the information provided on the Websites concerning the characteristics and constraints, notably technical, concerning all the Services. The Member is the sole party responsible for their use of the said Services.

13.3 The Member undertakes to use the Services for their personal purposes alone. The Member shall not give, concede or transfer the totality or any part of their rights or obligations under the present Terms and Conditions to any third party, in any manner whatsoever.

13.4 The Member undertakes to provide all necessary information to the Company to enable the good execution of the Services. In general terms, the Member undertakes to actively cooperate with the Company for the good execution of these Terms and Conditions.

13.5 The Member recognizes that the Services offer them an additional, rather than an alternative, solution to make investments, transfers and payments (in agreement with the Company PFS, Prepaid Financial Services) and that this solution does not replace other means that the Member may also use to achieve the same result.

13.6 The Member should take all necessary steps to save or record, by their own means, the information provided in their Member area, as they consider necessary, and understand that no duplicate will be provided.

13.7 The Member is informed and accepts that the implementation of the Services requires that they are connected to the Internet and that the quality of the Services depends on this connexion, for which they alone are responsible.

14. Prohibited behaviour

14.1 It is strictly prohibited to use the Services for any of the following: participation in any activity that is illegal fraudulent, or affects the rights or safety of any third party to make any threat to public order or violate any laws or regulations in force to hack into the information system of any third party or carry out any activity that could harm, take control of, interfere with or intercept, in full or in part, the information system of any third party or violate its integrity or its security to send unsolicited emails and/or prospecting, or any other commercial action to provide assistance by several as more generally, to carry out any practice intended to use the Services for other purposes than those for which they were created.

14.2 It is strictly forbidden for the Member to copy and/or divert for their own purposes or for those of any third party, the concept, the technology or any other component of the Websites or the Mobile Application belonging to the Company.

14.3 Are also prohibited: (i) any behaviour that could interrupt, suspend, slow or prevent the continuity of the Services, (ii) any intrusion or attempted intrusion into the Company's system, (iii) any diversion of the system's resources or those of the Websites or Mobile Application, (iv) any action that could necessitate any disproportionate charge on its infrastructure, (v) any breach to the security and authentication of the system, (vi) any act that could jeopardise the financial rights or interests, whether commercial or moral of the Company or any users of the Websites or the Mobile Application, and more generally (vii) any other breach of these Terms and Conditions.

14.4 It is strictly forbidden to trade, sell or concede all or any part of the access to the Services or the Websites or the Mobile Application, including any hosted/shared information.

15. Sanctions applicable in the event of any breach

In the event of any breach by a Member of one or more of these dispositions or, more generally, any breach of the laws and regulations currently in force, the Company reserves the right to take appropriate action and notably to: (i) suspend access to the Services by the Member considered to be responsible for the failure or breach, or having participated in it (ii) delete any content uploaded to the Websites (iii) publish on the Websites or the Mobile Application any message that the Company may deem appropriate (iv) inform any authority concerned (v) undertake any appropriate legal action. In the event of a failure by the Member to meet their obligations under these Terms and Conditions, the Company reserves the right to terminate access to all or part of the Services, with immediate effect, by letter, fax or email. Any such cancellation shall take effect on the date on which the Company sends a written communication to the Member in application of this clause. It shall also automatically lead to, and with no prior notice being given, the deletion of the Member's account. This without prejudice to any other consequences that may result from the application of these Terms and Conditions.

16. The Member's warranty

The Member shall warrant the Company against any complaint, claim, action and/or demand that the company may receive as a result of any violation by the Member of one or more their obligations or guarantees under these Terms and Conditions. They undertake to compensate the Company for all prejudice it may suffer and to pay all fees, charges and/or condemnation to which it may be subject.

17. Company responsibility and guarantees

17.1 The Company undertakes to provide all the Services with due diligence and in accordance with current regulations, this however being limited to an obligation of means without any obligation of results, which the Member duly recognizes and expressly accepts.

17.2 The value of the Products that the Member may purchase, sell or transfer via the Websites or the Mobile Application may fluctuate and may rise or fall, according to the transaction date and the applicable Price. The Company does not therefore guarantee any capital gain for the Member.

17.3 The Company does not give any investment advice and its service is limited to the reception and processing of the Members' Purchase or Sale Orders.

17.4 The Company declines all responsibility in the event of any loss of information accessible via the Member Area. The Member has an obligation to save a copy of this information and may not receive any compensation for its loss.

17.5 The Company undertakes to conduct regular controls to verify the correct functioning and accessibility of the Websites and Mobile application. Thus, the Company reserves the right to momentarily interrupt access to the Websites and Mobile Application for maintenance reasons. Similarly, the Company may not be held responsible in the event of any difficulties or momentary lack of access to the Websites or Mobile Application due to external causes, force majeure or due to any disruption to the telecommunication networks.

17.6 The Company does not guarantee to the Member (i) that the Services, despite the constant work undertaken to improve their performance and development, will be free from any error, defect or fault, (ii) that the Services, being standard are not intended for the sole use of any one Member or in accordance with their own personal constraints, will necessarily meet their specific needs.

17.7 Under all circumstances, the responsibility that may possibly be incurred by the Company under the present Terms and Conditions is expressly limited to the direct or known damages suffered by the Member.

18. Company copyright The systems, software, structures, infrastructures, databases and content of any nature (text, image, visuals, music, logos, brands, databases, etc) used by the Company on the Websites or Mobile Application are protected by intellectual copyright or the rights accorded to any database producer, as currently in force. Any disassembly, decompilation, decoding, extraction, reuse, copy and more generally, any attempt to reproduce, in full or part, without authorization from the Company are strictly prohibited and may be subject to legal action.

19. Modifications

19.1 The Company reserves the right to modify these Terms and Conditions of Use at any time.

19.2 The registered Member will be informed of any such modifications by any appropriate means at least 2 (two) months before their entry into force. The modified Terms and Conditions will be applied from the renewal of any registration following their entry into force.

19.3 If the Member does not accept the modified Terms and Conditions, they must cancellation their subscription to the Services according to the conditions set out in article 7.

19.4 Any Member who uses the Services subsequent to any modification to the Terms and Conditions is considered to have accepted the said modifications.

20. Language

Should these Terms and Conditions be translated into one or several languages, the French language shall prevail in the event of any contradiction or dispute concerning the meaning of any term or measure.

21. Applicable law and jurisdiction These Terms and Conditions are governed by French law. In of the event of any dispute concerning the validity, interpretation and/or execution of these Terms and Conditions, the parties agree that the Paris courts shall have sole competence, except in the event of any mandatory rules of procedure to the contrary.

22. Personal data (data protection)

The Company implements a data protection policy as explained in the "Charter relative to the protection of personal data and privacy" which the Member is expressly invited to read on the Websites.

CHARTER RELATIVE TO THE PROTECTION OF USERS' PERSONAL DATA

22.1 Definition and nature of personal data

When using the www.veracash.com Website (hereinafter "the Website"), you may be asked to communicate personal data or that concerning a minor for whom you are responsible. The term "personal data" designates all data that enables the identification of an individual, this includes your surname, first names and any pseudonym, postal and email addresses, telephone number, date of birth, data relating to your transactions via the Websites, details of your purchases, as well as all other information you chose to communicate to us. Concerning a minor for whom you are responsible, the data you may communicate to us, ie, the surname, first names and any pseudonym, postal and email addresses, telephone number and date of birth, are also included under the term "personal data".

22.2 Purpose of this charter

The present charter aims at providing full information concerning the means we use to collect your personal data, whilst strictly respecting your rights. On this subject, we hereby inform you concerning the means we use to collect and process your personal data, under law n°78-17 of 6 January 1978 relating to information technology, files and liberties, in its current version.

22.3 Identity of the organism responsible for the data collection

The organism responsible for the collection of personal data is the company VeraCash, a simplified joint stock company, registered under the number 808 689 657 in the Bordeaux Trade and Companies register, with its head office located at 42 rue Tausia 33800 Bordeaux, France (hereinafter referred to as "We").

22.4 Personal data collection

Your personal data is collected for one or several of the following purposes: (i) to manage your access to and use of the services available via the Websites to managing customer relations in general and and the programme (iii) to create a record of registered members, users and potential customers to send special offers; ievent that these do not interest you, will have an opportunity to indicate your refusal during the data collection process (v) the collection of commercial and visitor statistics concerning our services (vi) the organisation of competitions, lotteries and any other promotional operations with the exception of online gambling or games of chance subject to the French authority responsible for the regulation of online gaming (Autorité de Régulation des Jeux en Ligne) (vii) to process the views of Members concerning products, services or content to handle any any that may arise ps (ix) to ensure that our legal and regulatory obligations are respected You will be informed, when providing your personal data, whether the provision of certain data is mandatory or optional. We will also inform you concerning any possible consequences of a failure to provide the information requested.

22.5 Organism to whom the data will be sent

Only the staff employed by our company, the services responsible for monitoring (notably the external auditor) and our sub-contractors will have access to your personal data. Your personal data may also be provided to public bodies, such as officers of the court, ministerial officials and institutions responsible for debt collection, exclusively in order to meet our legal obligations.

22.6 Transfer of personal data

Your personal data may not be transferred, assigned, rented or exchanged for the benefit of any third party.

22.7 Length of time during which your personal data may be retained (i)

Concerning the data relating to the management of customer and potential customer relations: Your personal data will not be kept beyond the time required for the management of our commercial relationship with you. However, the data used to prove a right or contract, that we have a legal obligation to keep, will be retained for the period of time established under current law. For any eventual prospection concerning clients, their data may be kept for a maximum period of three years following the end of the business relationship. The personal data concerning a prospective customer, non-client, may be kept for a period of three years from the moment that it is collected or from the last contact made by the prospective customer concerned. At the end of this three-year period, we may contact you to find out whether you wish to continue receiving information from us. (ii) Concerning proof of identity: Under the laws concerning right of access and rectification, the data relating to proof of identity may be kept for the period set out in article 9 of the French Code of Penal Procedure, ie one year. If you exercise your right of opposition, this data may be archived during the prescription period set out in article 8 of the French Code of Penal Procedure, ie three years. (iii) Concerning data relating to bankcards: Financial transactions relating to the payment for purchases and of fees via the Websites, are entrusted to a payment service provider that duly ensures their correct and secure processing. For the needs of the services, it may be necessary for this payment service provider to receive your personal data, notably that relating to your bankcard number,

which it then duly collects in our name and on our behalf. We do not have access to this data ourselves. To enable you to make regular purchases or pay the associated fees on the Websites, the data relating to your bankcard will be retained during the period of your membership of the Websites and, at the very least, until the moment you complete your final transaction. Having ticked the boxes expressly provided for the purpose on the Websites, you give your express consent for this data to be kept.

Should you refuse that your personal data, and notably that relating to your bankcard numbers, be kept under the above-mentioned conditions, we will not keep this data beyond the time period necessary for the completion of your transaction.

In all events, the personal data relative to these may be kept for use as proof should any possible dispute arise concerning the transaction, as an intermediate archive, for the duration mentioned in article L 133-24 of the French Code of Penal Procedure, ie 13 months after the date on which the debit is made. This period may be extended to 15 months to take into account the possibility of a deferred debit payment card having been used. (iv) Concerning the management of lists of those having indicated their opposition to receiving commercial prospecting: The information enabling us to take into account your right to any such opposition will be kept for a minimum of three years from the date on which such a right was exercised. (v) Concerning statistical audience analysis: The information stored on the users' terminal or any other element used to identify the users and enabling them to be traced or to record the frequency of their visits, is not kept for more than 6 months.

22.8 Security You are hereby informed that we take all necessary precautions and appropriate measures, including organisational and technical, to protect the security, integrity and confidentiality of your personal data and notably to prevent such data from being deformed, damaged or accessed by any unauthorised third party.

22.9 Cookies

Cookies are text files, often encrypted, and stored by your browser. They are created when a user's browser loads a specific website: the website sends information to the browser that then creates a text file. Whenever the user returns to the same website, the browser will retrieve this text file and send it to the website server. There are two different types of cookie, each having a different purpose: technical cookies and advertising cookies. Technical cookies are used constantly during your web browsing, they facilitate and execute certain functions. A technical cookie can, for example, be used to memorise answers given on a form or the user's preferences such as the website language or presentation, when such options are available.

Advertising cookies can be created by the websites visited by the user, but also by other websites publishing advertisements, news, widgets or other elements on the page displayed. These cookies can be used to target advertising according to the user's browsing habits. We use technical cookies. These are stored by your browser for a period of 6 (six) months. We do not use advertising cookies. However, should we decide to use them in the future, you will be informed beforehand and will have the option to disable these cookies. We use a statistical analysis tool to measure our audience. This generates cookies that enable us to measure the number of visits to the Websites, the number of pages viewed and general visitor activity. These cookies are kept for a maximum of 6 months. Your IP address is also collected to determine the town from which you make your connection. We would remind you, for all intents and purposes, that you can refuse cookies by appropriately configuring your browser. However, such refusal may prevent the correct functioning of the Websites.

22.10 Consent

When you choose to communicate your personal data, or that of a minor for whom you are responsible, you expressly give your consent for this data to be collected and used according to this charter and current legislation.

22.11 Access to your personal data

In compliance with law n° 78-17 of the 6 January 1978 relating to information systems, files and liberties, you have a legal right to access your data, to correct it if necessary, or to have it deleted, by contacting us as follows:

- by email: contact@veracash.com

- by post: CS 81948, 33088 BORDEAUX Cedex, France

We would remind you that every person can, for legitimate reasons, oppose the processing of data that concerns them.

22.12 Modifications

We reserve the right, at our discretion, to modify this charter at any time, in full or in part. Any such modification will come into force on the publication of the new charter. Your use of the Websites following the entry into force of any such modifications will be taken as confirmation that you accept the new charter. Failing this and should you not consider the new charter as satisfactory, you should no longer access the Websites.

24. Entry into force

These Terms and Conditions entered came into force on the 1st November 2017.

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