



Terms & Conditions GREENWAY SAS

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MEMBERSHIP AGREEMENT

PREAMBLE

GREENWAY SAS (hereinafter referred to as the "Company") offers its business customers a range of services (hereinafter referred to as the "Services") tailored to the specific needs of their customers, including the provision of payment cards.

This Membership Agreement applies when the Professional Customer (hereinafter "Customer(s)") has chosen to subscribe to one or more services and/or payment cards.

The Company, in partnership with Enfuce License Services Ltd (hereinafter referred to as the "Issuer"), provides its professional Customers with a Mastercard or Visa payment card (hereinafter referred to as the "Card") to facilitate the payment of business expenses by their employees (hereinafter referred to as the "Cardholder(s)" or "User(s)"). The Card will be issued as part of the subscription to the Membership Agreement for services offered by the Company and chosen by the Customer in the Membership Agreement, details of which are given in the appendix.

ARTICLE 0 - DEFINITION

In the General Terms and Conditions, the following words and expressions have the meanings indicated below, except where the context otherwise requires:

Terms/Expressions	Meaning
Acceptor(s) / Supplier(s) / Merchant(s)	Third-party legal or physical entity providing a service to the customer in exchange for monetary payment.
Appendix(es)	Contractual document(s) attached to these General Terms and Conditions.
Card	Mastercard or Visa credit card.
Customer(s)	The professional customer who signs these General Terms and Conditions
Terms & Conditions	This contract governs the relationship between the Company and the Customer.
Membership Agreement	This means the addition of the General Terms and Conditions and the Appendices.
Transmitter	Enfuce License Services Ltd, a company incorporated under Finnish law, whose address is Metsänneidonkuja 12, 02130 Espoo, Finland, e-mail issuing.support@enfuce.com. Enfuce is registered in the Finnish Merchant Register under number 2992502-3 and is licensed as an electronic money and payment institution. Enfuce is supervised by the Finnish Financial Supervisory Authority, Snellmaninkatu 6, 00101 Helsinki, tel. 09 183 51, finanssivalvonta(at)finanssivalvonta.fi.
Blocking Payer Ceiling	Maximum amount that can be spent by the Customer, set by the Company.
Holder(s) or User(s)	Individual(s) attached to the Customer and using the Services
Lender	Third-party credit entity for financing deferred payment on cards.
Customer manager	Natural person attached to the Customer responsible for the Services.
Services	All Greenway solution services offered to the customer.
Site/Mobile Application	Web or mobile interface made available to the Customer and Users.
Company	GREENWAY SAS

ARTICLE 1 - PURPOSE OF THE GENERAL TERMS OF SERVICE

The purpose of these General Terms and Conditions of Services (hereinafter, the "General Terms and Conditions") is to govern the contractual relationship between the Parties, and in particular the terms and conditions under which the Company offers its Services to the Customer.

It is expressly stated that use of the Card by the Customer's employees shall constitute acknowledgement by the Customer of having read and understood the terms and conditions set out below, and full acceptance by the Customer of the Card Membership Agreement. In addition, the Customer undertakes to inform his employees of the terms and conditions of use of the Card, so that they are aware of them and can comply with them.

These General Terms and Conditions and any Appendices together constitute the "Membership Agreement" between the Company and the Customer.

The various Annexes to this Membership Agreement are :

- [Appendix 1: Financial conditions](#)
- [Appendix 2: Services provided](#)
- [Appendix 3: Processing of personal data](#)
- [Appendix 4: Supplier invoice recovery mandate](#)

ARTICLE 2 - SUBSCRIPTION TO THE MEMBERSHIP AGREEMENT AND RIGHT OF WITHDRAWAL

The unreserved acceptance of the General Terms and Conditions by the Customer and each User is a prerequisite for the use of the Services. The Customer and each User acknowledge that they have fully read the General Terms and Conditions and all other contractual documents. Initial acceptance of the General Terms and Conditions can be made via the Site / Mobile Application. It consists, for the Customer Manager and for each User, in checking the boxes corresponding to the phrases of acceptance of the General Terms of Services, such as: "I acknowledge having read and accepted the General Terms of Services". The Customer Manager and each User will thus be deemed to have signed the General Terms and Conditions. The Customer acknowledges the evidential value of the Company's automatic recording systems and, unless he/she can prove otherwise, waives his/her right to contest them in the event of a dispute. Each Customer or User acknowledges that he/she has the legal capacity to accept these General Conditions.

The Company reserves the right to adapt or modify the content of the services offered, particularly in view of possible extensions and improvements to the Services. Any proposed changes to these General Terms and Conditions shall be communicated to the Customer on paper or any other durable medium, no later than one month before the envisaged date of application. Should the Customer fail to notify the Company of any objections before the date of application of the modifications, this shall be deemed to constitute acceptance thereof. The new General Terms and Conditions will also be presented to the Customer and Users at the time of their first connection for one month following their entry into force. In the event of disagreement, the Customer may, without penalty, cancel any options subscribed to and block access under the conditions specified in article 16. If the User disagrees with the new General Terms and Conditions, access to the Services will be blocked without any change to the pricing of the Services or to the Contract. The User is hereby informed that use of the Site/Mobile Application and Services is exclusively reserved for professionals (within the meaning of point 3 of the introductory article of the French Consumer Code), adults or emancipated minors, with full legal capacity. The Customer declares and guarantees that Users have this capacity. Legal information concerning the host and the Company, in particular contact details and any capital and registration details, is provided in the Site's legal notices and on the Mobile Application.

2.1. Subscription to the Membership Agreement

The Membership Agreement is offered by the Company to professional customers for the use of the Card and related services.

All applications to join the Membership Agreement must be accompanied by the supporting documents requested from the customer by the Company, failing which they will be rejected.

The Issuer, being a regulated entity and subject to the legal and regulatory provisions relating to the fight against money laundering and the financing of terrorism, is entitled to refuse any application or to ask the Customer and/or Cardholder for any additional proof.

In the latter case, including during the course of the business relationship, the Issuer will inform the Company, which will inform the Customer and, if necessary, obtain any additional supporting documents from the Customer, on behalf of the Issuer. When subscribing to the Membership Agreement, the Customer designates at least one manager (hereinafter referred to as the "Manager") and one main user (hereinafter referred to as the "Main User") of the Customer Portal. In the event of a change in the above-designated person(s), the Customer undertakes to inform the Company immediately, without any document being issued.

The Customer undertakes to inform the designated persons of the terms and conditions for receiving, storing and delivering Cards to Cardholders, and of the responsibilities arising therefrom, as specified in Appendix 2, as well as of the articles relating to the protection of their personal data (Appendix 3) and to professional secrecy (article 15).

2.2. Right of withdrawal in the case of direct selling of banking and financial services

In its capacity as such, the Company is authorized to carry out banking and financial canvassing for the promotion and marketing of the Card. If the conclusion of the Membership Agreement was preceded by a banking and financial canvassing campaign, the Customer has a withdrawal period of fourteen (14) days from the date of signature of the Membership Agreement by the Customer. The Membership Agreement may not be executed until the withdrawal period has expired, unless the Customer requests that the Card be made available immediately, so that it can be used earlier at the time of subscription.

In the event of exercise of the right of withdrawal, the Customer will be fully liable for payment of the price corresponding to the effective use of the Subscription Agreement and the Card up to the date of withdrawal, to the exclusion of any penalty. In the event of withdrawal, the Customer undertakes to immediately return to the Company the Card(s) issued to him/her within this period.

ARTICLE 3 - DESCRIPTION OF SERVICES

3.1 Services

The Company offers its business customers a range of services tailored to their specific needs and those of their customers, including the provision of payment cards. These services are described in detail in Appendix 1.

3.2 Financing expenses

The Company offers the possibility of combining its offer with a third-party credit solution ("Lender") to finance the advance of expenses incurred. The terms and conditions of such financing, including interest rates and applicable fees, are set out in a separate document. In this case, the amount financed will be debited directly from the Customer's Account by the Lender.

3.3 Issuing and marketing the Card

The Card is issued by the Issuer and marketed by the Company, acting in its own name and in the name and on behalf of the Issuer. Consequently, the conclusion of a Membership Agreement with a Customer and the request to issue a Card to a Cardholder are subject to the prior agreement of the Issuer, in all circumstances, without this being disputed by the Customer or the Cardholders.

3.4 Customer relations

The Société is responsible for the relationship with the Customer until it ends, and acts as the sole contact for the execution of the Agreement, including exchanges relating to the relationship between the Customer and the Issuer. Société France acts in the name and on behalf of the Issuer within the framework of this relationship.

3.5 Information on the Issuer

The Issuer is a principal member of Visa and Mastercard (registration no. 2992502-3) and is licensed by the Finnish Financial Supervisory Authority as a payment institution. Its registered address is Metsänneidonkuja 12, 02130 Espoo, Finland.

3.7 Using the Card

The Card is intended to be accepted for the purchase of products and services (corresponding to the categories of products and services selected by the Customer) from merchants (hereinafter also referred to as "Acceptors") who accept payment by payment card and are equipped with Electronic Payment Terminals (hereinafter referred to as "EPTs") or vending machines displaying the Mastercard or Visa brand. The Card may also be used for distance purchases.

ARTICLE 4 - FINANCIAL CONDITIONS

4.1. Membership and service fees

Services are provided in return for payment of a fee, the cost and billing terms of which are specified in Appendix 1 or in any document approved, even tacitly, by the Customer, as well as in the price list available on the Site at the date of billing. The amount of this fee may be revised annually under the conditions set out in "Modification of the membership agreement".

This fee is payable by the Customer, who authorizes the Company to debit the corresponding amount from his account. This fee is reimbursed in the event of termination of the present Membership Agreement under the conditions set out in "Duration and Termination of the Membership Agreement". The contribution will be refunded on a pro rata basis for the time elapsed between the subscription date and the effective termination date of the present agreement.

- In addition to the membership fee, the Company deducts, on its own account, a service charge exclusive of tax as defined in Appendix 1, which will be applied to the amount of each transaction, inclusive of tax, for expenses incurred in France and/or abroad.
- Additional Cards ordered outside the anniversary month of the creation of existing Cards will be invoiced on a pro rata basis for the months remaining up to and including the anniversary month.

4.2 Settlement of Transactions made with the Card or Ancillary Services

Payment transactions made with the Card or Ancillary Services are debited from the Customer's bank account using the direct debit authorization provided to the Company, under the conditions indicated in this article, in accordance with the payment period indicated in the Membership Agreement.

The detailed amount of transactions carried out with the Card (amount, commissions, exchange rate) is shown on a debit note, which acts as a statement of transactions, sent by the Company to the Customer and made available electronically on the Customer Portal at least once a month.

It is the customer's responsibility to check the regularity of the payment transactions shown on the transaction statement.

4.3. CSR contribution to the 1%ForAll® scheme

The Customer authorizes the Company to deduct an additional percentage (minimum 1%) from the amount of payment transactions carried out with the Card or Ancillary Services (applied to the amount including VAT of each transaction) and to transfer it to the Greenway Endowment Fund (Siret 93208275300017).

This amount will give entitlement to the issue of a donation receipt to an Endowment Fund which may give rise to a tax deduction (in accordance with the regulations in force in the customer's country of residence).

ARTICLE 5 - BLOCKING PAYER CEILING

The Company reserves the right to set a Blocking Payer Ceiling when the Contract is concluded and at any time during its performance, and to make the supply of Products, Services and Ancillary Services, as well as External Network products or services, subject to the Customer's compliance with this ceiling. The Blocking Payer Ceiling sets, for the entire Customer account for a defined period, the maximum amount of transactions relating to products and services acquired from Acquirers. This means that the Cards attached to the Customer Account are accepted on the Network as long as this Blocking Payer Ceiling has not been reached.

Due to the synchronization of authorization servers, transactions may be carried out up to two (2) working days after the maximum authorized limit has been reached. The Customer acknowledges that he/she has been informed of this situation and is responsible for assuming the financial consequences of any overrun.

This Blocking Payer Ceiling applies for the entire duration of the Membership Agreement, and may be modified at any time by the Company. The Customer will be informed of any changes to the Payer Blocking Limit via the Customer Portal. Failure to set a Blocking Payer Ceiling at the time of conclusion of the Membership Agreement shall not be construed as a waiver by the Company of the right to set one at a later date.

ARTICLE 6 - WARRANTY

As security for its obligations, the Customer provides the Company with a guarantee in accordance with the Special Terms and Conditions, valid for the entire term of the Company's Membership Agreement, at the time of signing the Membership Agreement and/or at any time during its performance.

This guarantee may, by mutual agreement between the Company and the Customer, be constituted in one of the following forms:

- bank guarantee (bond or first demand guarantee).
- accessory cash guarantee.

More generally, in the event of an outstanding payment incident, the Company will be authorized to debit the amount of unpaid invoices from the sum paid as a guarantee. The Customer's outstanding balance will then be automatically reduced by the amounts offset.

The customer may adjust the amount of the deposit and/or bank guarantee at any time.

Where applicable, no later than two billing dates prior to the expiry of the aforementioned guarantees, the Customer shall, at the request of the Company, provide new guarantees to ensure sufficient coverage of its obligations.

Should the guarantees offered by the Customer prove insufficient during the term of the Contract, the Company may request additional guarantees at any time. The Company's agreement to enter into the Contract without the Customer providing any guarantees shall not be construed as a waiver of the Company's right to request guarantees at a later date. Should the Customer fail to provide the required guarantees, the Company may terminate the Contract without notice.

The amount of the guarantee will be returned, or the bank guarantee lifted, on expiry of the contract and, at the latest, after final settlement of all invoices owed by the Customer or after offsetting the sums unpaid by the Customer against the amount of the guarantee deposit paid.

In addition, the Company reserves the right to obtain from its credit insurance company any information deemed necessary about the customer for the purpose of establishing a guarantee.

ARTICLE 7 - COMPLAINTS

Any complaint should be addressed to the Company's customer service department (hereinafter referred to as "Customer Service") on the Site using the dedicated form or by e-mail to the following address: support@greenway.care.

For any dispute relating to unauthorized or incorrectly executed payment transactions, or those not indicating the exact amount of the transaction, the provisions of articles 11, 12 and 13 apply. For any claim relating to compliance with the provisions of the Membership Agreement and use of the Card, the Customer's requests must be made to the Company, which will forward them to the Issuer as soon as possible and within two (2) months at the latest. The Issuer's response shall be sent to the Company as soon as possible and no later than fifteen (15) business days following receipt of the claim.

In exceptional situations, if no response can be given within this period for reasons beyond the Issuer's control, the Issuer will send a holding response clearly stating the additional time required to respond to the claim and specifying the final date on which the Customer will receive a definitive response, which may not exceed thirty-five (35) working days following receipt of the claim.

ARTICLE 8 - INTELLECTUAL PROPERTY RIGHTS RELATING TO ELEMENTS INTEGRATED AND PUBLISHED ON THIS SITE AND THE MOBILE APPLICATION

All elements of this Site and Mobile Application belong to the Company or are used by the Company on the Site and Mobile Application with the authorization of their owners. The trademarks and logos contained on the Site and Mobile Application are registered by the Company, or possibly by one of its partners. Any person making representations, reproductions, imitations, distributions or redistributions of them is liable to the penalties provided for by the French Intellectual Property Code, unless expressly authorized by the rights holder (the Company and/or the partner concerned). Any copy of logos, textual, pictographic or video content, without this list being limitative, is strictly forbidden and is considered as counterfeiting. Any Customer found guilty of counterfeiting will be liable to have his or her Spaces and Accounts deleted without notice or compensation, and the Company may also initiate subsequent legal proceedings against him or her, on its own initiative or that of his or her representative.

ARTICLE 9 - COMMERCIAL REFERENCE

The Customer accepts that the Company may use his name as a commercial reference, with his written consent, for the duration of their business relationship. The Customer has the right to inspect and withdraw all publications bearing its name. In the event of withdrawal, the Company undertakes to withdraw the publication within one working day, the Company nevertheless retaining the right to anonymize said publication in order to preserve it.

ARTICLE 10 - FRAUD

The Issuer and the Company have anti-fraud processes, in particular on the basis of the documents communicated to them when the Membership Agreement is concluded, or any other communication media exchanged during the execution of the Membership Agreement.

If legal proceedings are initiated, the Customer's and/or Cardholder's data will be kept until the end of the legal proceedings, after which it will be archived in accordance with the applicable legal statute of limitations. If the Customer and/or Cardholder is registered on a list of proven fraudsters, his/her data will be deleted after a period of 5 years from the date of registration on this list.

As a result of this registration, data is shared with authorized persons in Group entities, in particular those responsible for combating external fraud. Data relating to proven fraud will be kept for a maximum of 5 years from the closure of the fraud file. The Customer and/or Cardholder may exercise their rights in accordance with the procedures set out in article 16 "Protection of personal data" of this Agreement.

ARTICLE 11 - COMBATING MONEY LAUNDERING AND THE FINANCING OF TERRORISM - APPLICATION OF FINANCIAL SANCTIONS

In accordance with legislation on the fight against money laundering and the financing of terrorism, the Issuer is required to verify the identification of its customers, their agents and the beneficial owner(s) of the business relationship, as well as the purpose and nature of the relationship.

The Customer therefore undertakes to provide, at the Issuer's first request, all information and supporting documents necessary for the Issuer to comply with its obligations. If the Customer is unable to provide the information requested by the Issuer in order to meet its obligations to identify and know the Customer, the relationship cannot be entered into.

The Customer is hereby informed that the Card may not be used in the high-risk countries listed by the FATF and/or the European Commission, whose legislation or practices hinder the fight against money laundering or the financing of terrorism.

The Issuer has a duty of constant vigilance towards its customers throughout the contractual relationship. To this end, it gathers all relevant information on the Customer's situation and any documentary evidence enabling it to ascertain the Customer's identity. Failure to do so may result in termination of the relationship. In view of its legal and regulatory obligations to combat money laundering and the financing of terrorism, including international financial sanctions, the Issuer may be required to take any measures - such as freezing assets - which may result in the card being blocked and/or the Membership Agreement being terminated.

In the event of subscription by a natural person or a legal entity whose beneficial owner meets the definition of politically exposed persons referred to in articles L.561-10-2° and R.561-18 of the French Monetary and Financial Code, in addition to the aforementioned obligations, the Issuer is also required to investigate the origin of the assets and funds involved in the business relationship. To this end, the Customer undertakes to provide the Issuer

with this information on first request. If the Customer fails to provide the information requested by the Issuer pursuant to its regulatory obligations, the relationship may be terminated.

ARTICLE 12 - INTERNATIONAL ECONOMIC SANCTIONS

All activities carried out pursuant to this Accession Agreement shall be carried out in accordance with the laws or regulations on export controls and international economic sanctions applicable to the Parties at the time of execution of the Accession Agreement.

No Party shall be required to perform the obligations required by this Accession Convention if to do so would violate or be inconsistent with the laws and regulations relating to export controls and international economic sanctions applicable to it or if to do so would expose such Party to sanctions as provided by such laws and regulations.

In the event that the performance by a Party of any of its obligations would result in a breach of or be inconsistent with the export control and international economic sanctions laws and regulations applicable to it or would expose such Party to sanctions as provided by such laws and regulations, such Party (the "Affected Party") shall, as soon as practicable, notify the other Party in writing of its inability to perform any of its obligations. Once such notification has been given, the Affected Party shall have the right to (i) suspend performance of the relevant obligation pursuant to this Article until such time as the Affected Party can legally perform such obligation; and/or (ii) terminate the Accession Agreement if the Affected Party cannot legally perform such obligation.

ARTICLE 13 - ANTI-CORRUPTION

During the performance of the Membership Agreement, the Customer undertakes to comply strictly with the laws in force both in France and abroad prohibiting corruption of public officials and private individuals, influence peddling and/or money laundering.

In this context, the Customer undertakes in particular to implement and apply all necessary and reasonable policies and measures to prevent corruption, in compliance with the regulations applicable to it. The Customer undertakes to impose on its employees and contractors the obligations set out in this article.

If the Customer fails to comply with any of the undertakings set out in this clause, the Issuer or the Company may, notwithstanding any contractual stipulations to the contrary, immediately and automatically terminate the Membership Agreement, without notice or compensation of any kind whatsoever on their part, and without prejudice to any other rights and remedies available to them as a result of the breach.

ARTICLE 14 - COMMUNICATION - INFORMATION - PROOF

Communication between the Company, in its own name or in the name and on behalf of the Issuer, and the Customer will be in French or English and by electronic means. Consequently, the parties agree to set up a document dematerialization process under which they will exchange in order to facilitate their relations and in particular the transmission of documents by electronic means.

The Customer hereby expressly accepts to receive all documents, pre-contractual information and, more generally, all correspondence relating to the management of the Cards in electronic form, in particular via the Customer Portal, including transaction statements, receipts and notifications.

The Issuer, the Company and the Customer irrevocably agree, in accordance with Article 1368 of the French Civil Code, that, unless otherwise provided by law, the Issuer's or the Company's copy of any deed, transaction statement or receipt may consist of an electronic document even if the Customer's copy is on paper. The electronic copy produced by the Issuer or the Company will have the same probative force as the original copy signed by the Customer. The Customer may only contest the Issuer's or the Company's copy by providing proof to the contrary, either by means of the original copy intended for the Customer in the case of a synallagmatic agreement, or by means of the duplicate copy provided in the case of a unilateral act.

Computer recordings by telephone, telematic, video, electronic mail or writings, faxes or any other commonly accepted method of proof, in the possession of the Issuer or the Company, or their reproduction on any other medium, are proof of the transactions carried out between the Customer and the Issuer or the Company, the Customer being entitled to provide proof to the contrary. The Issuer and the Company shall be entitled, in the same way as the Customer, to provide proof by any means of any legal act or fact, even beyond the legal limit referred to in article 1359 of the French Civil Code; in particular, they may prove any act or fact by means of their recordings made in strict compliance with the law. The Customer accepts that the Issuer or the Company may correspond validly with the Customer via the aforementioned means of communication.

ARTICLE 15 - PROFESSIONAL SECRECY

The Issuer and the Company are bound by professional secrecy. However, this secrecy may be waived in favor of certain third parties in accordance with the law and international conventions in order to meet legal or regulatory obligations, and in particular in favor of tax or customs authorities, the Banque de France, supervisory authorities

and the judicial authority. Furthermore, in accordance with article L.511-33 of the French Monetary and Financial Code (or any other legislation), the Issuer is authorized to share information covered by professional secrecy within the strict framework of the aforementioned texts.

The Customer and the Cardholder authorize the Issuer and the Company to communicate the information gathered in the context of the present contract to the establishments and member companies of the group to which the Issuer belongs, as well as to its partners, guarantors, brokers and insurers, and service providers, within the limits necessary for the execution of the purposes described in article 16.

ARTICLE 16 - MODIFICATION OF MEMBERSHIP AGREEMENT

Any modification to the Membership Agreement will be communicated to the Customer in writing, on paper or on another durable medium, with reasonable notice before the envisaged date of application. This modification will be deemed to have been accepted by the Customer in the absence of any written objection on his part before the expiry of this period. If the Customer refuses the proposed modification, he/she may terminate the Membership Agreement free of charge before the effective date of the modification in question. Any legal or regulatory measure that would have the effect of modifying all or part of the Membership Agreement will take effect as soon as it comes into force.

ARTICLE 17 - DURATION AND TERMINATION OF THE MEMBERSHIP AGREEMENT

The Membership Agreement is concluded for a period of one (1) year from the date of signature of the Membership Agreement, subject to acceptance by the Issuer, the issue of the first Card being deemed acceptance. Without request from the Customer, the Membership Agreement is automatically renewed for periods of one (1) year.

The Company and the Customer may agree special conditions in an Order Form, which then supersede the present article.

The Membership Agreement may be terminated at any time in writing, by sending a letter with acknowledgement of receipt by the Company, the Customer or the Issuer. Termination of the Membership Agreement at the initiative of the Issuer and/or the Company takes effect two (2) months after the date on which the Issuer or the Company sends a registered letter with acknowledgement of receipt to the Customer, as evidenced by the postmark.

Termination of the Membership Agreement at the Customer's initiative takes effect thirty (30) days after the date on which notification is sent to the Company by recorded delivery with acknowledgement of receipt, as evidenced by the postmark. No further Cards may be ordered or renewed during the notice period.

The Customer undertakes to return the Card to the Company at his own expense and to comply with all contractual obligations under the Membership Agreement until such time as the termination of the Membership Agreement becomes effective.

Upon termination of the Membership Agreement, the Customer is no longer entitled to use the Card, and the Issuer and/or the Company may take all appropriate measures to this effect.

ARTICLE 18 - FORCE MAJEURE

18.1 The Company shall not be held liable for damages caused by delays or failures in the performance of its obligations due to force majeure. In particular, the following events shall be considered as force majeure: natural disasters, fires, strikes, riots, wars or attacks, imperative prescriptions of national or international public authorities linked in particular to epidemics, and more generally any event beyond the Company's control, which could not reasonably have been foreseen at the time of acceptance of the General Terms and Conditions, the effects of which cannot be avoided by appropriate measures, and which prevents the Company from fulfilling its obligation.

18.2 The Company shall, as soon as reasonably practicable after the commencement of the force majeure event, inform the Customer in writing of the existence of such event, its effective date, its probable or potential duration and the impact of the force majeure event on its ability to perform its obligations. In this respect, the Company will use all reasonable efforts to mitigate the impact of the force majeure event on the performance of its obligations.

18.3 In the event of the occurrence of a force majeure event consisting of imperative prescriptions by national or international public authorities of a temporary nature, the Company's obligations will be suspended for the duration of the said prescriptions (and any extensions thereof) and the contractual deadlines will be extended by an equivalent period. In the event of force majeure events of any other nature, the Company's obligations will be suspended for a maximum period of three (3) months from the occurrence of the event, during which period the Customer and the Company must, if necessary, endeavor to reach an agreement on the terms and conditions for continuing their contractual relationship despite the occurrence of the event.

18.4 At the end of the period referred to in article 19.3, if the Company is still unable to perform any of its obligations under these General Terms and Conditions as a result of the force majeure event, the Company and the Customer may terminate the contract ipso jure. The party intending to avail itself of this provision shall notify the other party of its decision by registered letter with acknowledgement of receipt. Termination will then take effect within thirty (30) days of receipt of said notification by the other party.

ARTICLE 19 - APPLICABLE LAW - JURISDICTION

The law applicable to the negotiation, conclusion, validity, interpretation and execution of the Membership Agreement, as well as to the SEPA direct debit mandate, is French law. In the event of a dispute of any nature relating to the Membership Agreement, the courts of the jurisdiction of the defendant's registered office shall have exclusive jurisdiction.

For any request for mediation, the purchaser must be able to justify that he/she has previously attempted to resolve his/her dispute directly with the Company's customer service department by means of a written complaint.

APPENDIX 1 - FINANCIAL CONDITIONS

ARTICLE 1 - GENERAL PRICING

The Customer may subscribe to the Services listed below, at the time of his Membership Agreement, or subsequently by amendment to the Membership Agreement, for all his media. The Company reserves the right to create, modify or delete Services. The Services subscribed to take effect on the date of acceptance of the Membership Agreement or amendment by the Company. The Customer shall pay the amounts due for the Services subscribed to on a monthly or annual basis, as agreed with the Company.

In addition to the subscription fee, the Company will deduct, on its own behalf, a service charge exclusive of tax as defined in the present Agreement, which will be applied to the amount of each transaction, inclusive of tax.

Name of products / services	Frequency	Pricing € VAT excl.
Customer Portal - Essential	monthly	Free
Customer Portal - Professional	monthly	159 € / month
Customer Portal - Enterprise	monthly	469 € / month
Physical payment card	monthly	7 € / month
Virtual payment card	monthly	2 € / month
liber-t electronic toll tag (light vehicles)	monthly	2 € / month
liber-t electronic toll tag (heavy goods vehicle)	monthly	15 € / month
Non-Euro exchange rates	consumables	0%
Repayment Early credit	consumables	0%
Credit opening fees	unique	75€
Daily credit fees	consumables	0.05%
CSR contribution	consumables	min. 1%
Cash withdrawal	consumables	1%
Direct debit rejection fee	unique	40€
Physical card issue and shipping costs - Classic	unique	9,90€
Physical card issue and shipping costs - Express	unique	15,90€

1.1. Public prices for products and services

1.2. Prices for ancillary services

For motorway sections subject to tolls, other structures subject to tolls, road taxes, accepting parking lots and the roaming electric recharging service (i.e. electric recharging carried out at a charging point open to the public, notably at a freeway service area, on the road, or in the parking lot of a facility open to the public) using RFID technology, the Company will charge a service fee amounting to five percent (5%) excluding VAT of the amount of each transaction including VAT;

1.3. New services

In the event that the Company develops new categories of products and services accessible with the Card, the Customer accepts that the Company may charge service fees for these new services. The Customer acknowledges that any use of the said services by means of the Card implies unreserved acceptance of the terms and conditions, in particular the fees, applicable to these new Services.

ARTICLE 2 - TERMS OF PAYMENT AND INVOICING

2.1 The Services are invoiced monthly in accordance with the price list available on the Portal at the time of invoicing. The costs of the Services subscribed to may be consulted at any time on the Portal or communicated to the Customer on request. Any proposed change in costs will be communicated electronically to the Customer at least 1 month before the planned date of application. Any period commenced is payable by the Customer, unless otherwise indicated by the Company. Termination of a Service during a period will not be reimbursed for the period during which the License/License Subscription is suspended by the Company.

2.2 Invoices are paid by direct debit or credit card. In the case of online payment by credit card, services are payable immediately. Payment is then made at the time of ordering, by communicating the customer's credit card number via a secure payment system (Carte Bleue, Visa and Mastercard cards are accepted).

2.3 In the case of direct debit, the Site or Mobile Application will specify to the Customer in the payment interface the date and amount of the direct debit, as well as the frequency, which may vary from Customer to Customer. In addition, the Customer's Manager may place an order on the Site or Mobile Application and pay by direct debit, indicating his/her bank details. Direct debits are made via secure transactions provided by an online payment platform provider. In application of the provisions of articles L. 441- 10 to L. 441-16 of the French Commercial Code relating to payment terms between companies, and unless otherwise stipulated in the contract, the Company's invoices are payable by SEPA direct debit from the Customer's bank account concomitantly with the invoice issue date, without any discount for early payment. No cheque, bill of exchange or bill of exchange is deemed to constitute valid payment until the Company has cashed all sums due.

Within the framework of the credit granted by the Lender, the Customer hereby authorizes the Lender to debit the sums due directly from his bank account.

ARTICLE 3 - LATE PAYMENT

In the event of late payment, the Customer will be liable, ipso jure and without prior notice, to a penalty equal to the interest rate applied by the European Central Bank to its most recent refinancing operation, plus 10 percentage points. This interest will run from the due date of the invoice to the date of full payment of the invoice. An additional flat-rate indemnity of forty euros (€40) for collection costs will also be payable. In addition, Services may be suspended until full payment has been received.

APPENDIX 2 - SERVICES PROVIDED

ARTICLE 1 - CUSTOMER PORTAL AND MOBILE APPLICATION

When subscribing to the Membership Agreement, and subject to prior communication to the Company by the customer of the e-mail address and personal details of the Principal User or Manager designated in the Membership Agreement (surname, first name and landline telephone number), the latter receives in return login details enabling access to the Customer Portal. The Customer Portal is secure and encrypted, and can therefore only be accessed by entering a login provided by the Company and a password chosen by the Customer when logging on to the Customer Portal for the first time.

The Customer Portal gives the customer access to detailed information about his fleet of Cards, and enables him to set the parameters for their use.

The basic functionalities of the Customer Portal, described below, are available to all customers who have signed the Membership Agreement:

- Card management : Customers can order, set up, delete or block their Cards. Card settings consist of authorizing spending categories according to the Cardholder profile and the company's mobility policy, setting payment limits (frequency, amount), and making temporal (authorized hours/days) and geographical controls. Geographical and temporal controls do not apply to distance selling. The customer can adjust these settings in real time, in particular for an exceptional assignment.
- Cardholder management: The Customer may request that a Mobile Application be made available to the Cardholders specified in the article below, by filling in a Cardholder form containing their personal details. A connection identifier is then sent to the Cardholder. The Customer may modify or delete this Subscriber Record at any time, but deletion will make it impossible for the Subscriber to use the Mobile Application.
- Help with checking mobility costs (recoverable VAT amount).
- Invoice and debit note management.

The Company reserves the right to suspend access to the Customer Portal in the event of fraudulent use or attempted fraudulent use of this access. The functionalities and terms of use of the Customer Portal are specified in the General Terms of Use (GTU) of the Customer Portal, which the Customer acknowledges having read and accepted.

ARTICLE 2 - PURPOSE OF THE PAYMENT CARD

The Card is a payment instrument enabling the Cardholder to carry out payment transactions in the context of his or her professional activity, for the purpose of paying for goods and services related to business expenses.

The Cardholder may be the Customer or an employee designated by the Customer. Expenses paid with the Card and fees relating to the use of the service will be debited by the Company from the Customer's account in accordance with the terms and conditions agreed between the Customer and the Company in the Membership Agreement. The debit will be used to pay for purchases made with the Card.

The Company will draw up, at the frequency agreed with the Customer, and within a maximum period not exceeding one (1) month, a summary invoice statement of the payment transactions carried out using the Card, as well as any fees and commissions.

Within the framework of legislation relating to the fight against money laundering and the financing of terrorism, the Customer and/or the Cardholder undertake to use the Card solely for the payment of their own professional expenses and to respond to any request relating to the legal and regulatory obligations of the Issuer in the fight against money laundering and the financing of terrorism, international financial sanctions included in this Agreement.

The Card is a nominative payment instrument for the exclusive use of the Cardholder, enabling him/her to carry out payment transactions:

- pay for products and services purchased from Acceptors, either in person or remotely;
- authorize an Acceptor to proceed with a request for information made by the Eftpos terminal or automatic payment machine on the occasion :
 - a payment transaction for the rental of products or services by the Subscriber,
 - or a request from the Acceptor for one or more Card payment transactions planned with the Cardholder's consent.
- the payment operations listed above are only possible within the limits of the ceilings set by the customer and after validation of the payment by PIN code, contactless or remote validation.

The Customer undertakes to inform the Cardholders of the conditions and limits of use of the Card, before giving them their Card. The Issuer provides the Cardholder with a Card using "contactless" technology, the operating conditions of which are governed by the present article.

The Customer undertakes to regularly review the security information communicated to him by the Issuer, the Company or on the Customer Portal. The Customer selects in the Customer Portal the categories of products and services for which the Card may be used by the Cardholder, and undertakes to inform the Cardholder accordingly.

However, the Customer undertakes to pay all amounts resulting from transactions carried out as a result of improper use of the Card by the Cardholder.

The return of a good or service paid for by Card can only be the subject of a refund request to the Acceptor if there has previously been a debit transaction for a greater or equal amount. If an agreement is reached between the Cardholder and the Acceptor, the latter may activate the Eftpos terminal to initiate the refund transaction using the same Card as the one used for the initial transaction. The refund is then stored as a "Credit to spend" on the card. In the event of a credit line with the Lender, this Spending Credit will be used to offset future Card spending by the Subscriber. No refund will be made to the Customer's bank account.

APPENDIX 3 - APPENDIX ON PERSONAL DATA PROCESSING OBLIGATIONS

By signing this Appendix, the Parties agree to comply with all applicable legal and regulatory provisions relating to the processing of personal data and, in particular, with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 (hereinafter, "the European Data Protection Regulation" or "EDPR") and Law no. 78-17 of January 6, 1978, as amended, relating to Information Technology, Files and Freedoms (hereinafter, the "Information Technology and Freedoms Law").

The Customer warrants that he has been authorized by the Primary User and the Manager to provide the Company with the personal data required to use the Customer Portal. Similarly, the Customer warrants that it has been authorized by the Cardholders to provide the Company with their personal data required to use the Mobile Application, and has informed them that their data will also be transmitted by the Company to the Issuer. The personal data concerned are as follows:

- For the Main User or Manager: Last name, First name, Mobile phone, Email ;
- For the Subscriber: title, surname, first name, home address, cell phone number and e-mail address.

This personal data is required to use the Customer Portal and Mobile Application. The Customer undertakes to inform the Company immediately of any change in the Subscriber's personal data.

In general, the Customer ensures compliance with legal and regulatory provisions relating to the protection of the privacy and personal data of the Primary User, the Manager and the Cardholder.

It also undertakes to inform them that :

- for the Customer, as well as the Primary User and the Manager: their data is collected and processed by the Company in its capacity as data controller for the execution of the Membership Agreement and the follow-up of the commercial relationship with the Customer.
- for the Subscriber: his or her data is collected and processed by the Company and the Customer as joint processors of the Customer's fleet management (including use of the Customer Portal and Mobile Application).
- their data are collected and processed by the Issuer, as the party responsible for processing the issuance of the Card and the management of the transactions carried out, for the purposes and on the legal bases described in the "Data protection" article.
- their personal data are communicated to the Issuer by the Company, and to the Company by the Issuer for the purposes of the Membership Agreement. In addition, personal data may be communicated to companies in the groups to which the Company and the Issuer each belong, as well as to partners, service providers or subcontractors involved in the performance of the Membership Agreement and specified in article 16.4 "Communication to third parties".
- the Customer, the Manager and the Primary User may exercise their rights of access, rectification, deletion, limitation, data portability and opposition by sending a letter to the Company or by email to the following address: rgpd@greenway.care.
- the Subscriber may exercise his or her rights of access, rectification, deletion, limitation, data portability and opposition directly with the Customer. The Company will transfer to the Customer any request made by the Subscribers that is addressed directly to the Company, so that the Customer may comply with it. The Company will assist the Customer, on request and insofar as possible.

It is specified that the Company and the Issuer shall inform each other of requests to exercise rights made under the Membership Agreement, where this is necessary for the processing thereof.

The personal data protection policies of the Issuer and the Company are available on their respective websites.

ARTICLE 1. DEFINITIONS

"Contract	means the present General Terms and Conditions and any other contractual document applicable according to the method of conclusion of the contract determined between the Parties.
"Processing", "Data Controller", "Joint Responsible Entity", "Subcontractor", "Second-tier Subcontractor", "Personal Data" (or "Data Personal"):	these terms have the same meaning as the definition given to them in the RGPD, as long as they apply to the Contract.
"Services:	means the services provided by the Company to the Customer and described in the Contract.

"User Data	means the Personal Data (surname, first name, job title, employer, telephone number and e-mail address where applicable, business expenses) of the Users of the Services, processed by the Company during the performance of the Contract in the name and on behalf of and under the detailed instructions of the Customer.
"Company contact details	refers to Personal Data relating to the Company's personnel involved in the performance of the Contract and communicated to the Customer for this purpose.
"Customer contact data	means the Personal Data relating to the Customer's personnel, in particular the Customer's Manager, involved in the performance of the Contract, and communicated to the Company for this purpose.

All capitalized terms used in this Personal Data Processing Appendix that are not defined below are defined in the Agreement.

ARTICLE 2. BACKGROUND

In the context of the Contract, the Parties will be required to process Personal Data and hereby intend to define the terms and conditions for the Processing of such Personal Data.

ARTICLE 3. PURPOSE

The purpose of this Personal Data Processing Annex (hereinafter referred to as the "Agreement") is to define the conditions under which the Parties undertake to carry out Personal Data Processing operations for the purpose of performing the Agreement.

ARTICLE 4. DURATION

The Agreement shall come into force on the date the Agreement comes into force and shall remain in force for the duration of the Agreement and for as long as the Parties have access to any Personal Data communicated by the other Party under the Agreement.

The expiration or termination of the Contract for any reason whatsoever shall not affect the validity of this Agreement.

ARTICLE 5. OBLIGATIONS OF THE PARTIES

The performance of the Contract involves the following Personal Data Processing operations, the respective purposes of which are specified below:

- The processing by the Company of User Data, in the name and on behalf of and under the detailed instructions of the Customer, for the purposes of performing the Contract;
- The Company's Processing of Customer Contact Data for the purpose of performing the Contract;
- The processing of the Company's contact data for the purpose of executing the Contract.

5.1. Processing user data

5.1.1.

Sociétécollects User Data for the sole purpose of performing the Contract. When collecting User Data under the terms of the Contract, and subsequently processing them, acts as a Subcontractor of the Customer. The Customer remains the Data Processor, in that it determines the purposes and means of this Processing, i.e. the objective and the way in which it is carried out.

The Company undertakes to implement all technical and organizational measures reasonably necessary and appropriate to protect the Personal Data it processes under the Contract against any unauthorized or accidental access, modification, transmission, communication, deletion or destruction.

The Company also ensures that all persons authorized to process personal data on behalf of the Customer undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality and receive the necessary training in the protection of personal data. The Company undertakes to take into account, with regard to its tools, products, applications or services, the principles of data protection by design and data protection by default. The Company, as a Subcontractor, implements the necessary means to enable the data controller to fulfill its obligation to respond to requests to exercise the rights of the persons concerned: right of

access, rectification, deletion and opposition, right to limit processing, right to data portability, right not to be subject to an automated individual decision.

When data subjects submit requests to the Company to exercise their rights, the Company must send these requests to the Customer by e-mail as soon as they are received.

the Company undertakes to modify or delete, at the Customer's request, any personal data contained in its information system, in particular in the event of a person exercising his or her rights of access, rectification and deletion, so that the data held by the Company concerning this person is and remains accurate and lawful.

The Company shall notify the Customer of any personal data breach within a maximum of 24 hours of becoming aware of it, by e-mail. This notification shall be accompanied by all relevant documentation to enable the Customer, if necessary, to notify the relevant supervisory authority.

In the event of a personal data breach, the Customer shall notify the national supervisory authority as soon as possible and, if possible, no later than 72 hours after becoming aware of the breach. The notification shall contain at least:

- description of the nature of the personal data breach including, if possible, the categories and approximate number of persons affected by the breach and the categories and approximate number of personal data records affected;

- the name and contact details of the data protection officer or other point of contact from whom further information can be obtained;

- description of the likely consequences of the personal data breach;

- description of the measures taken or envisaged to remedy the personal data breach, including, where appropriate, measures to mitigate any negative consequences.

If, and insofar as, it is not possible to provide all this information at the same time, it may be provided in stages without undue delay.

Where the breach is likely to result in a high risk to the rights and freedoms of an individual, only the Customer may communicate the nature of the personal data breach to the data subject in clear and simple terms.

5.1.2. Customer obligations

The Customer acts as the Data Processor. In this capacity, the Customer warrants to the Company that User Data has been collected and processed lawfully, and that the persons concerned have been informed of such Processing and of their resulting rights. Consequently, the Customer guarantees the Company against any third-party action based on a breach of the Data Controller's obligations.

In the event of a claim or exercise of rights by a data subject based on a Processing carried out by the Company on behalf of the Customer, the Customer shall be solely responsible for responding thereto, the Company undertaking to cooperate with the Customer for these purposes, at the Customer's request.

5.2. Processing contact data

For the purposes of performing the Contract, each Party will communicate its Contact Data to the other Party. Each Party is responsible for processing the other Party's Contact Data.

Contact Data will be processed by the receiving Party for the sole purpose of managing the contractual relationship arising from the Contract. It will be transmitted only to authorized personnel and authorized Suppliers of each of the Parties involved in the Contract.

This contact data may be kept by the receiving Party for a maximum of one year from the end of the Contract.

Each of the Parties undertakes to inform the persons concerned by this Contact Data of the fact that this Data will be communicated to the other Party for the purposes of the Contract and to inform them of their rights: right of access, opposition, rectification, and deletion of personal data concerning them, as well as the right to data portability right to define directives relating to the fate of their personal data after their death and to request the limitation of the processing concerning them, right to refer the matter to the CNIL.

Data subjects may exercise their rights with the DPO of the Party having communicated the Contact Data to the other Party.

In the event of a data subject exercising his or her rights or lodging a complaint with the Receiving Party, the latter undertakes to inform the Communicating Party immediately so that the latter can provide an appropriate response.

In the event of a breach of Contact Data by the Receiving Party, the Receiving Party undertakes to immediately inform the Disclosing Party, specifying the names of the persons concerned and the nature of the breach, and the Parties will cooperate to put an end to the breach as quickly as possible.

ARTICLE 6. TRANSFER OF DATA OUTSIDE THE EUROPEAN UNION

The Customer expressly accepts that the Company may transfer User Personal Data and Customer Contact Data to countries outside the European Union, provided that the Company signs standard contractual clauses ("SCC") with its subcontractors and partners clauses ("CCT") guaranteeing the security and integrity of the Personal Data in accordance with Commission Implementing Decision (EU) 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries under Regulation (EU) 2016/679 of the European Parliament and of the Council (Text with EEA relevance) according to the "transfer from processor to processor" module and undertakes to provide the Customer, upon request, a copy of the signed TCCs.

ARTICLE 7. SUBCONTRACTING

It is indicated that at the date of signature, the Company has contracted with the following Sub-Subcontractors to carry out the processing of Personal Data, which the Customer expressly and specifically acknowledges and accepts.

Name	Head office	Purpose of processing	Data concerned	Country of data storage
AWS App/Data	USA	Storage	Customer	European Union
Hubspot	USA	Communication	Customer	European Union
Sinch	USA	Communication	Customer	European Union
Twilio	USA	Administrative	Customer	European Union
Zapier	USA	Organization	Customer	European Union
Slack	USA	Communication	Customer	European Union
Google	USA	Organization	Customer	European Union
DocuSign	USA	Conservation	Customer	European Union
LinkedIn	USA	Communication	Customer	European Union
Clickup	USA	Administration	Customer	European Union
Stripe	USA	All	Customer	European Union
Enfuze	Finland	Administrative	Customer	European Union
Chorus	France	Recording	Customer	European Union

ARTICLE 8. SAFETY

The Parties declare to keep a written record of all categories of processing activities carried out. Each Party undertakes to :

- Benefit from appropriate measures to guarantee the continuity, integrity, availability and resilience of its processing systems and services;
- To be provided with the means to restore availability and access to Personal Data within an appropriate timeframe in the event of a physical or technical incident;
- Establish a procedure for regularly testing, analyzing and evaluating the effectiveness of technical and organizational measures to ensure the security of Processing and provide proof thereof to the other Party or to the supervisory authorities upon first request;
- Respect the commitments set out in this Annex and ensure that its permanent or temporary staff respect its terms;
- Keep an up-to-date register of processing activities whenever it carries out an operation or set of operations applied to personal data or sets of personal data. This register of processing activities may be consulted by either party;
- Cooperate with the supervisory authority at the latter's request.

ARTICLE 9. DATA PROTECTION OFFICER

The Company's Data Protection Officer (DPO) can be reached at the following contact address: dpo@greenway.care.

APPENDIX 4 - MANDATE TO RETRIEVE RECEIPTS/PURCHASE INVOICES

ARTICLE 1. PURPOSE OF THE MANDATE

The Customer hereby grants GREENWAY the power and authority to retrieve in its name and on its behalf all receipts and invoices corresponding to purchases made by the Customer.

Purchase receipts and invoices are understood to be the original or a duplicate that can be used against the tax and social security authorities.

ARTICLE 2. LEGAL BASIS

These purchase receipts and invoices concern purchases made by GREENWAY from various Suppliers/Merchants, both physical and online, from the date of signature of this contract and concern all purchases made with a Greenway payment card.

ARTICLE 3. OBLIGATIONS OF MERCHANTS/SUPPLIERS

The Supplier / Merchant is legally bound to deliver to the Customer, and therefore to GREENWAY by force of this principal, a duplicate of the receipts and invoices for the purchases made.

If the transaction is between two professionals, an invoice must be issued in duplicate.

In the case of contracts for the sale of goods, this invoice must be issued at the time of delivery of the goods, or at the end of the performance of the service. The buyer is obliged to request it.

ARTICLE 4. GREENWAY'S COMMITMENT

GREENWAY undertakes to keep the information transmitted by the Supplier / Merchant via its Application and not to divulge it to anyone whatsoever.

Upon receipt of the purchase receipts and invoices, the Company will reconcile said receipts and invoices with the corresponding Transactions - subject to receiving sufficient information from the Supplier / Merchant to identify it.