

# Flouci User Terms of Service

**Kaoun SARL**

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## 1. Definitions

- **Application:** refers to the Flouci web or mobile application. The mobile version is available on Android and iOS.
- **Account:** a Flouci account
- **Geolocation Data:** data that identifies the User's location using latitude and longitude coordinates obtained by GPS, Wi-Fi or mobile.
- **Certificate:** An electronic file that confirms the link between a defined Subscriber Identity and a Public Key connected to a Private Key managed by the ANCE.
- **eKYC:** electronic Know Your Customer. A KYC process performed using state of the art technology and processes approved by the Central Bank of Tunisia as of sufficient assurance to replace a traditional KYC process which requires physical presence.
- **KYC:** Know Your Customer process.
- **Personal Data:** refers to information that can be associated with an identified individual. This data includes the name, surname, email address, National Identity Card (CIN) number, postal address, telephone number and banking information of the participant.
- **Device Information:** means data that may be collected automatically from any device used to access the Application, or the Site. This information may include the type of device, its name, IP address, the Internet browser used, mobile network information, and geolocation information.
- **Flouci:** refers to the Kaoun product (and the services provided by it) offered in this Agreement.
- **Kaoun:** refers to the regulatory and financial technology limited liability company founded in 2018 in Tunisia.
- **Services:** refers to the products, services, technologies, as well as the Application and Flouci platform which you will have access to after the creation of your Account.
- **Sites:** refers to the Kaoun-run websites [www.flouci.com](http://www.flouci.com) and [www.kaoun.com](http://www.kaoun.com), as well as the official social network platforms through which Kaoun proposes and promotes its Services.
- **Transaction:** designates the use by a person of the Services offered by Kaoun.
- **User:** any natural person who uses the Flouci Application, accesses the sites, and who has established a relationship with Kaoun (e.g. by opening a Flouci Account and accepting Kaoun's Flouci User Terms of Service).
- **Flouci Digital Identity Authentication Process:** Kaoun's entirely remote user identity authentication process that has been tested and approved by the National Agency for Electronic Certification (ANCE) as providing sufficient

assurance of identity to allow for the creation and issuance of electronic certificates.

- **Passwords**

- Flouci Password / PIN
- TunTrust Password
- One Time Password (OTP)

## **2. General**

### **2.1 Company and Product Information**

**Kaoun** ("Kaoun" or "we" or "us") is a limited liability company under Tunisian law, registered in the Tunis Trade and Companies Register under number B0110142018 (tax identification number 1548479 K/A/M/000), having its registered office at A2-7 Cleopâtre Centre, Centre Urbain Nord, Tunis- Tunisia.

**Flouci**, a Kaoun product, is mobile and web application that allows users to receive and use an electronic signature, as well as link their credit card to pay online and top up your phone credit. Core Flouci operations can be accessed entirely remotely.

To create and use a Flouci account, **you** (the end user and the legitimate owner of the Flouci account and corresponding electronic signature) must agree to the terms of use below. Please read them carefully.

### **2.2 Flouci User Terms of Service Document Information**

#### **2.2.1 Scope of Flouci User Terms of Service**

These terms govern the use of all services offered in the Flouci application. By continuing to use the Flouci application and associated services, you are agreeing to these terms. These services include, but are not limited to, Flouci account opening services, transaction and payment services using your provided Tunisian bank cards, and the acquisition of electronic certificates provided and managed by the TunTrust Certification Authority in the exercise of Kaoun's functions as a delegated registration authority.

This document is not standalone: users are also urged to read thoroughly our Privacy Policy, which governs how user data is treated by authorized parties, as well as our Trust Services Practice Statement, which extensively documents the electronic

certification process and Kaoun's role as a Delegated Registration Authority (DRA) within it.

## **2.2.2 Modifications to the Document**

These Terms came into force on the date indicated at the top of this page. This is a living document, and we will regularly update this document. When we make changes, we will ensure that the updated Terms are available to users on our website and the application at all times. We encourage you to look for updates and changes to these Terms by checking the date when you access our website or mobile application. Any substantial changes will be communicated to you by email.

By continuing to use our services after any changes to this user agreement become effective, you agree to abide and be bound by those changes. If you do not agree with any changes to this user agreement, you may close your Flouci account.

## **2.3 Access to Flouci Services**

### **2.3.1 Technical Prerequisites**

Flouci's services can be used on both web and on all smartphones equipped with the iOS or Android operating system. The minimum required version of these operating systems can be found on our website [flouci.com](https://flouci.com) or in the corresponding app store, and may change over time. Your ability to use Flouci, as well as the performance of Flouci, may be affected by these factors. You are responsible for meeting these requirements.

Technical access to Flouci's services requires internet access. You are responsible for all charges related to your Internet access incurred by your mobile operator when using the Flouci application.

Payments and additional functionality may be limited due to regulatory requirements or the requirements of our banking partners.

Access to and use of certain services within the application may also be limited due to the requirements of our certification authority partner TunTrust.

### **2.3.2 Material Requirements**

Usage of Flouci electronic certificate and electronic signature services is restricted to Tunisians with both a:

- Valid Tunisian mobile phone numbers (can receive SMS messages) and
- Valid Tunisian national identity card (CIN).

### **2.3.3 Age Restrictions**

The use of Flouci is restricted to Tunisians 18 years of age or older.

### **2.3.4 Removal from the Flouci Application**

Kaoun reserves the right to remove users from the Flouci application at any time for any reason, including, but not limited to, violations of these Terms of Service.

## **3. Flouci Account and Electronic Certificate Management**

### **3.1 Flouci New User Account Creation**

Requires only a phone number, you receive a one time password via SMS to validate the phone number.

Users who are able to create a Flouci account as specified in section 2.3 of this document may sign up either on the web or on the Flouci application.

Users input their phone number, then receive a one time password (OTP) via SMS message to that number. The user then inputs the OTP to the Flouci platform. At this point, the user is prompted to create a new, six-digit, numeric Flouci password which will control access to their account.

#### **3.1.1 Flouci Password Selection Guidance**

Users are obligated to use common sense practices when choosing a secure password that is difficult to guess. Kaoun is not liable for any account that is accessed due to an unsecure password.

Examples of non-secure passwords include but are not limited to the user's birthday, "123456", or six of the same numbers in a row.

### **3.2 Flouci Account Returning User Sign In**

#### **3.2.1 First Sign In on a New Device**

Users attempting to sign in their Flouci account for the first time on a new device will receive an OTP via SMS message (even if they have just created an account on that device) to verify that it is the rightful owner of the account.

### **3.2.3 Sign In On Known Device**

Users signing in on a known device need only input their phone number and Flouci password.

## **3.3 Electronic Certificate Creation**

### **3.1.2 Flouci Digital Identity Verification Process**

Flouci's Digital Identity Verification Process is an entirely remote user identity authentication process that has been tested and approved by the National Agency for Electronic Certification (ANCE) as providing sufficient assurance of identity to allow for the creation and issuance of electronic certificates.

To complete the process, users submit basic personal information, their phone number, front and back photos of their national ID, and a selfie photo/video. They then schedule an appointment for a short (usually 5- 10 min) video call with one of our verification specialists. Flouci verification specialists work 7 days a week, and Kaoun works to ensure that all users are able to schedule a call within 7 days of initial form completion.

Kaoun video verification specialists then review the application. Kaoun has developed a proprietary, machine learning confidence score that aids the verification specialist to confirm that the person who filled out the application form and submitted a selfie photo/video and the person on the submitted national ID card are the same person. If the verification specialist determines that they are the same person, they proceed to video call the user. If the specialist has reason to doubt that they are the same person, the application is rejected.

During the call, the verification specialist validates the information the person has submitted, and confirms the person who created the account, the person in the call and the person on the national ID are the same person.

At this point, the specialist may then approve the application to pass on to ANCE for final verification of an electronic certificate.

You certify that you will only provide accurate and complete information at all times to TunTrust, both in the certificate request and as otherwise requested by TunTrust in connection with the issuance of the Certificate(s) to be supplied by TunTrust.

### **3.1.2 Receiving Your Electronic Certificate**

The process for electronic certificate creation and issuance is outlined in the Kaoun Trust Service Practice Statement. Upon reception of your certificate from ANCE, you agree that you will review and verify the Certificate contents for accuracy.

### **3.3 Deleting Your Flouci Account**

The closure of your Flouci Account is binding only to Kaoun. In order to delete your account, you must select "Delete Account" and confirm from within the Flouci platform. Deletion of the app from a user's phone or closing of the app on a user's computer without performing the above process will not fully delete the user's account.

As user transaction history is stored on a distributed ledger, user transaction history will not be removed from Kaoun's servers even if the account is deleted.

If you wish to revoke your electronic certificate, you must contact TunTrust.

### **3.4 Revoking Your Electronic Certificate**

If you wish to revoke your electronic certificate, you must contact TunTrust. Kaoun is unable to revoke electronic signatures.

Electronic signature certificates will be revoked when they have been compromised or are no longer valid. Certificates are valid for a two year period. Any request by Flouci's user to suspend or cancel their electronic signature certificate entails an official revocation request that should be submitted at the premises of the Tunisian Certification Authority - TunTrust.

You acknowledge and accept that TunTrust is entitled to revoke the certificate immediately if you violate the terms of this user agreement or if TunTrust discovers that the Certificate is being used to enable criminal activities such as phishing attacks, fraud, or the distribution of malware.

## **4. Flouci Features**

### **4.1 Services**

#### **4.1.1 Digital Identity Authentication and Electronic Certificate Issuance**

Through the Flouci application, users are able to authenticate their identities using Kaoun's eKYC (Digital Identity Authentication) Process. Kaoun provides Video Verification Services in order to remotely authenticate the physical identity of a

person. The authentication process complies with the TunTrust CP/ CPS (most recently Tunisian National PKI OID 2.16.788.1.2.6.1.)

If the user takes too long (+5 minutes) at any of these steps, or at any point leaves the application, then they will be required to redo the process from the beginning to ensure the continuity of the identification in all steps.

Kaoun, as part of its function as Delegated Registration Authority, collects the personal information necessary to identify the user and transmits the file to TunTrust in order to generate an electronic certificate, without which the issuance of an electronic certificate (and thus also the creation of a qualified electronic signature, and access to e-gov services and remote bank account opening) is impossible.

By completing the eKYC process, you agree to the sharing of your personal data with TunTrust. You must also accept the TunTrust Digital Certificate Terms and Conditions and the CP/CPS made public on the website.

<https://www.TunTrust.tn/repository>.

#### **4.1.2 Electronic Signatures**

With the Flouci platform, the user may use his electronic signature in accordance with the CP / SPC's general terms and conditions. The user can sign, download, and remotely store signed documents.

These signatures are valid and can be validated both when printed and online.

#### **4.1.3 Mobile Phone Top Ups**

Users with linked bank cards are able to purchase mobile phone top up from Tunisian telecom companies. Users acknowledge that they will not be able to receive refunds even if they mis-enter phone number information and send money to the wrong number.

#### **4.2 Payment Methods**

Flouci allows users to link a Tunisian payment card to the application in order to purchase services available on the app (such as electronic signature bundles) and to third parties (such as mobile phone top ups).

Users may not link more than one card at once.

#### **4.3 Trademarks**

Trademarks, service marks, and all graphical elements, are distinctive and protected trademarks of Kaoun.

## **5. Fees**

### **5.1 Electronic Certificate Subscription and Fees**

The fees for using Flouci are available on our website and the application. Users will be informed about the price of a product or service on the app before they may consent to purchasing it.

### **5.2 Transaction Fees**

Clients are informed in the Flouci application of any price changes or the introduction of new fees. By continuing to use Flouci after receiving notification of a price change, you agree to the new fees associated with the use of the Flouci application.

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## **6. Privacy**

Kaoun protects personal information in accordance with the Tunisian law N° 2004-63 of July 27th, 2004 on the protection of personal data and Kaoun's Privacy Policy.

Kaoun's Privacy Policy outlines in detail the ways in which Kaoun is authorized to use and protect personal data of users. All sensitive information is securely stored and protected against accidental disclosure.

### **6.1 Information that may be collected by Flouci**

To the extent permitted by Flouci's Privacy Policy, and to help Kaoun provide and improve its services, you authorize Kaoun to collect transaction, account and other personal information from third parties with whom you have contracted, including merchants and the issuer of your payment method.

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### **6.2 Information that may be shared by Flouci**

In order for Kaoun to provide all of Flouci's services, you agree to authorize Kaoun to disclose your personal information to the bank of your choice and to our partner TunTrust. Kaoun provides information to these partners on an as-needed basis in order for them to conduct activities core to our essential business as a trust service

provider and allowing users to sign documents with electronic signatures, conduct remote payments and other financial activity, and electronically authenticate their identity.

### **6.3 Information Processing**

It is an essential part of the Flouci application that Kaoun provides customized offers on products and services that may be of interest to Flouci users based on their personal and transactional history. You acknowledge and consent to transaction and account information being analyzed and processed by Kaoun, who may in turn share it with third party partners for advertising purposes.

## **7. Personal Data Protection**

Kaoun respects the Tunisian laws and regulations regarding the protection of personal data and complies with its applications and requirements. All employees are familiar with Kaoun's Personal Data Security Policy and required to uphold it at all times.

All information provided during the Know Your Customer process is private and confidential information.

## **8. User Due Diligence Obligations**

When using the Flouci application, the following due diligence measures must be observed. Due diligence measures include any sort of common sense practices that a user would take to protect sensitive personal, financial or legal information. Such measures include but are not limited to:

- Ensuring that their passwords are not disclosed to third parties and that his smartphone is protected against unauthorised manipulation or use.
- The password must not be easy to guess (date of birth, telephone number, etc.).
- By installing the Flouci application, the user confirms that he or she is the person authorized to have the phone number.
- The owner of the phone number is responsible for the installation of the Flouci application and its use and assumes all consequences.
- In case of theft or loss of the smartphone, Kaoun must be notified immediately in order to lock access to the application.

- The user is advised to check his activity history regularly and to notify Kaoun immediately in case of unidentified transactions according to the provisions mentioned in Article 7.

You also confirm that you acknowledge and accept the obligation to take all reasonable measures to assure control of, keep confidential, and properly protect at all times the Private Key that corresponds to the Public Key to be included in the requested Certificate(s) (and any associated activation data or device, e.g. password or token).

If TunTrust contacts you with any sort of information or instructions related to the compromise of your private key or certificate misuse, you will respond within a reasonable period of time.

By accepting this agreement, you confirm that you sufficiently understand Digital Certificates and the associated PKI (public key infrastructure) associated with the electronic certificate you will receive. You have read, thoroughly understood, and confirmed agreement and acceptance of Kaoun's Trust Service Practice Statement, which is always available on the Kaoun website. If you have any question about how this certificate or document functions, you may contact Kaoun with questions at [contact@kaoun.com](mailto:contact@kaoun.com).

## **9. Explicitly Prohibited Activities**

It is explicitly forbidden to use Flouci or any of its services for activities that:

- Violate any law, statute, or circular applicable under Tunisian law or are fraudulent in any way
- Impersonate another person or knowingly mislead anyone about your true identity
- Explicitly or implicitly mislead another person about your authority to sign legal documents on behalf of a private or public entity
- Violate any guidelines set forth by TunTrust in their official policies
- Interfere with, disrupt or otherwise misuse Flouci, directly or indirectly, including any of its servers, networks or other infrastructure.

Usage of Flouci for any of these purposes or in any violation of the stipulations set forth in this document will result in immediate closure of the Flouci account and a revocation of the electronic certificate.

If you are aware of a person or entity using Flouci for any of these prohibited activities, please immediately contact us at [contact@kaoun.com](mailto:contact@kaoun.com) to inform us.

## 10. Obligations in Relation to the Electronic Certificate

In accordance with the Kaoun TSPS and TunTrust CP/CPS, the user agrees to abide by the following responsibilities:

- Have a basic understanding of how to sign documents through the Flouci application.
- Give correct information without any misleading statements by answering the questions in the eKYC process to get the electronic signature.
- Justify the information during the video call with the Flouci Video Verification Specialists when necessary.
- Provide a valid ID card.
- Verify the information given when using the electronic signature before the first use.
- Read and accept all PC / DPC rules.
- Inform Kaoun of any changes to the information provided to obtain the electronic signature.
- Inform Kaoun if the information provided to obtain the electronic signature is false.

## 11. Litigation

If you have a question about a document signed with Flouci or if you want to report a problem with a Flouci electronic signature, an unauthorized transfer or improper use of your electronic certificate via Flouci, you should contact us immediately by phone at +216 36362772 or by email at [contact@kaoun.com](mailto:contact@kaoun.com).

Kaoun is committed to identifying the problem and deploying the necessary resources to resolve it and will provide you with an answer within a reasonable time. In all cases, the final decision rests with Kaoun. You may be required to provide receipts, third party evaluations, police reports or any other information or documents to respond to any reasonable request. At its sole discretion, Kaoun makes a final decision that is binding on both parties to the transaction.

Note: You may not report a dispute regarding any activity or transaction that is more than 50 days old.

The Flouci application and associated services are provided "as is", and we cannot guarantee it will work perfectly every use. To the extent permitted by law, we also disclaim all warranties, whether express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. You

agree that we will not be responsible or liable for any lost profits, revenues, information, or data, or damages arising out of or related to these terms, due to any third party cause outside of Kaoun's control (see Force Majeure).

## **12. Force Majeure**

Force majeure is an event that is unforeseeable, unavoidable and external that makes execution of normal operating procedures impossible. In the event of a force majeure, Kaoun will communicate and coordinate with relevant partners and users during this time to devise strategies within the reasonable limitations of events to continue regular operations.

Force Majeure events specifically include but are not limited to:

- Natural events, including extreme weather such as flooding, fires, or acts of God that make standard operating procedures physically impossible
- Political upheaval, including revolutions, wars, or instability that constitutes a serious security risk that limits staff mobility
- Pandemic or other national / international health crisis
- Technical infrastructure malfunction at the telecom level or above that affects the functioning of the internet outside of Kaoun control

All users acknowledge and accept that standard operating procedures of Kaoun and / or the Flouci product may be altered from the norm to adapt outside of what is currently outlined in company policy to ensure continued, secure service.

Significant changes, including any change that affects the personal data of a user, will be communicated to users clearly and quickly.

Kaoun will resume normal operations as soon as reasonable and possible after these events.

## **13. Customer Support**

Flouci's customer support service will be available through the following communication channels:

Email: [contact@kaoun.com](mailto:contact@kaoun.com)

Phone number: (+216) 36 362 772

Or by using Flouci's chat function available both on Flouci android app and the web version.

Outside official working hours, Flouci users may reach us either by email ([contact@kaoun.com](mailto:contact@kaoun.com)) or through Flouci automated chatbot.

Kaoun provides a customer support function to the client via the Flouci application. Third parties such as ANCE may also be involved in providing this assistance. By using this feature, you are giving Kaoun your agreement to share relevant data with these parties if Kaoun deems it necessary.