

## PAYMENT SERVICES FRAMEWORK CONTRACT

**By any matters the valid version of this document is uploaded in the Spanish version of the website, this document is just an indicative translation-summary. If you have any doubts or concerns regarding Lemonway policy please contact us at [support@housers.com](mailto:support@housers.com)**

### General Terms of Service - Version 1.1 28/05/2015 "Marketplace"

#### Agreements between

#### The Customer and

**Lemon Way**, Limited Joint-Stock Company with a Capital of €860,232.53, SIREN Number 500 486 915, headquartered at 14 rue de la Beaune, 93100 Montreuil, France (hereinafter referred to as "Lemon Way"), accredited on 24/12/2012 by the French Prudential Supervisory Authority ("ACPR", France, website <http://acpr.banque-france.fr>) 61 rue Taitbout 75009 Paris, as a hybrid Payment Institution, under the number 16 568 J.

#### FOREWORD

These "General Terms of Service for Payment Services" or "ToS" are available at any time on the website (<https://www.LemonWay.fr>). They regulate the terms and conditions of opening a Payment Account with LEMON WAY in the name of the Customer and the provision of payment services. The Customer is invited to carefully read them before accepting them.

The Customer can at any moment consult, reproduce, store on their computer or another medium, forward by email, or print them onto paper in order to retain them. They can also obtain a copy of them free of cost by post to their address by making an express request to LEMON WAY.

At any moment, in accordance with the law, it is possible to verify the accreditation of LEMON WAY as a payment institution on the site [regafi.fr](http://regafi.fr). The website of the payment institution LEMON WAY is the following: [www.lemonway.fr](http://www.lemonway.fr)

#### 1- APPLICATION

The Payment Services Framework Contract consists of these ToS, the payment account opening form and pricing conditions (the "Contract").

These documents form a single whole and regulate the terms and conditions of use by the Customers of the payment service provided by the business LEMON WAY.

#### 2- DEFINITIONS

The terms used in these ToS will be, when they are used with the first letters in upper case and independent of whether they are used in the singular or plural, as defined below:

- Beneficiary: natural or legal person designated by the Customer to receive a Payment Transaction carried out by LEMON WAY in accordance with the Contract. The Beneficiary can be another Customer, a third party, or the paying Customer.
- Customer: natural or legal person and Payment Account owner.
- Payment Account: account opened in the ledgers of LEMON WAY to provide debit and credit Payment Transactions, charges due by the Customer and any reversal in relation to their Operations, and to compensate these amounts on the date of their debiting or crediting from the Account for the purpose of showing a net balance of the Account's available Provisions. This balance must never be statutorily nor technically negative.
- Payment Transactions: actions consisting of paying, transferring, or withdrawing funds by wire transfer from their Payment Account, independent of any underlying obligation between the Customer and the Beneficiary, ordered by the Customer.
- Payment Order: consent given by the Customer following the personalized measures and procedures agreed upon between the Customer and LEMON WAY, in order to authorize a Payment Transaction.
- Provision: amount credited from the available Payment Account that can be called upon by future Payment Transactions following receipt of a Payment Order from the Customer, the Account owner.

- Payment Services: services offered by LEMON WAY in application of the Contract and including the execution of wire transfers and the acquisition of payment orders by card and by wire transfer.
- Website: Refers to the website <http://www.lemonway.eu> from which LEMON WAY offers the Payment Services.
- Partner Website: Refers to the website of the partner whose details are indicated in the Account opening form, for this purpose, acting as Beneficiary, business provider, or intermediary between the Customer and the Beneficiary of the Payment Transaction.

### **3- OPENING A PAYMENT ACCOUNT**

The Customer must meet the requirements of the Payment Account opening procedure hereinafter described.

#### **3.1 – Prior declarations of the Customer**

The Customer, person of legal age and capacity or legal person, expressly declares they have the capacity and/or have received the authorizations required to use the payment service provided by LEMON WAY and indemnifies LEMON WAY against all potential liability arising from a false declaration.

The Customer declares that they are acting on their own behalf. The Customer has the obligation to use the services provided by LEMON WAY in good faith, for lawful purposes, and in respect of the provisions of the Contract.

The Customer as a natural person declares that they are resident in the European Economic Area, or EFTA; the Customer as a legal person declares that they are registered in the European Economic Area, or EFTA. For all other countries of residence or registration, LEMON WAY retains the authority to not review the request to open a Payment Account in order to conform to the geographic boundaries in their agreement.

The list of countries within which the Payment Institution of LEMON WAY is *passported* is available at any moment on the website <https://www.regafi.fr>

#### **3.2 – Terms of signing the Contract**

The Payment Account opening form will be signed by the Customer after having been informed of the provisions of the Contract. For this, they can provide a handwritten signature on a printed version mailed to the address of the head office of LEMON WAY on the first page of the ToS, the use of the electronic signature module is provided to the Customer on a Partner Website. The latter accepts that they have read, understood and accepted the Framework Contract in its entirety.

#### **3.3 - Documents to be provided for identification**

The Customer accepts that the Partner Website provides LEMON WAY , the following elements:

##### **For an Individual:**

- A copy of a current and valid proof of identity that is readable and acceptable by LEMON WAY at its discretion such as an ID card or a passport,
- For certain thresholds, the copy of a second proof of identity will be requested by LEMON WAY,
- A copy of a bill (water, gas, electricity, landline phone or ADSL or cable TV, or proof of payment of tax received within the last 3 months, or rent receipt with the full name and address of the landlord)
- Before a specific external wire transfer by Lemon Way to the bank of the Customer owning the Payment Account, a copy of an IBAN,.

##### **For a Professional:**

- A copy of the company statutes validated by the administration (including the distribution of powers), except for publicly-traded businesses.
- A Company registration form from the last 3 months
- A copy of a proof of identity of the legal representative of the company and a second proof of identity upon request from LEMON WAY
- A copy of an IBAN in the name of the Customer;
- These same documents will be requested for the beneficiary of any Customer as legal person.
- For associations, a copy of the official registration number, as well as a proof of identity and address for the President of the association or the Treasurer, as well as an IBAN in the name of the association.

LEMON WAY reserves the right to request any other document or additional information, in order to allow them to carry out verifications in respect to their legal obligations including those in regards to the fight against money laundering.

The Customer can authorize in writing or a lasting medium a third party to transmit these documents for their account to LEMON WAY. They will indicate in the Account opening form the registered name of the commercial entity for this purpose.

The Customer is informed that LEMON WAY will retain on electronic archives, for five (5) years after having ended the relationship with the Customers, a copy of the substantiating document(s) that served as their identification.

### **3.4 - Accepting the opening of a Payment Account**

LEMON WAY can refuse to open a Payment Account for any reason without justifying their decision. This cannot give cause for any damages.

The Partner Website may issue the confirmation or the refusal of the LEMON WAY Payment Account by sending an email to the Customer. The Customer can use this acceptance to identify themselves on the Partner Website to determine that their Payment Account is open.

## **4- CREDITING A PAYMENT ACCOUNT**

### **4.1 - By card**

A Customer can proceed with the funding of their Payment Account by debit from the account with which the bank card is associated or by a payment guaranteed by another establishment.

The Payment Order is considered irrevocable following the services framework contract agreed between the card issuer and the titular Customer from the entry of this data or in the case of registering the card, from the entry of the cryptogram.

LEMON WAY can refuse the registration of a bank or payment card or cancel this registration at any moment for security reasons. The Customer must in this case enter the numbers from their bank or payment card every time they fund their Account.

LEMON WAY regulates the limits which can be more restrictive than the limits of the bank or payment card issuer, in the interest of protecting the titular Customer. Unique limits, 24-hour limits, annual limits, in addition to any form of restriction, are applied to the platform to fight against fraud.

The Customer is informed that any operation that may result in the exceedance of applicable limits will automatically be rejected by the LEMON WAY System.

All transactions by bank or payment card, which are unpaid, have been rejected, or have been stopped, will see the amount of their Payment Account Provision automatically deducted by Lemon Way. If the Provision is insufficient, LEMON WAY is authorized to use all the avenues of appeal against the Customer in order to recover the amount owed. In addition, LEMON WAY will have the right to refuse the execution of all future remittances performed by the means of the card that caused the incident.

The fees for processing unpaid, rejected, or stopped payments can be levied by LEMON WAY, up to a total of 15% of the amount involved, without ever exceeding 20 euros, in accordance with Article L. 133-19 of the Monetary and Financial Code.

### **4.2 - By wire transfer from another Payment Account**

A Payment Account can also be funded by wire transfer from a Payment Account of a *paying* Customer to a Payment Account of the payment *beneficiary*.

The Payment Order is received in accordance with point 5.1 for the Beneficiary account.

### **4.3 - Registration of funds in the Account**

LEMON WAY will register the resulting funds from the procurement of a payment order by card or by bank transfer as quickly as possible and at the latest at the end of the working day during which they were received by LEMON WAY in accordance with point 4.1 and in real-time for wire transfers carried out in accordance with point 4.2.

## **5- DEBITING A PAYMENT ACCOUNT BY WIRE TRANSFER**

### **5.1 - Initiating a Payment Order**

LEMON WAY provides a payment service allowing Customers with a Payment Account to instruct LEMON WAY, in order to carry out a wire transfer subject to approval that the Account Provision is larger than the total amount of the wire transfer (including fees). In the event of insufficient Provision, the Payment Order will automatically be refused. The Payment Order must include the following information:

- the amount in euros;
- the Beneficiary identified by their Payment Account number;
- the date of wire transfer is differentiated to the order of the given customer when the transfer of funds has been input, executed with the condition is met, the gage is met. The date is therefore the end of the subscription period subject to the gage being met.

If the Payment Account Provision is insufficient, the Customer can carry out a complementary funding in order to achieve a sufficient Provision to proceed with the payment. The Payment Order authorization is subject to the receipt of the complementary funds bringing the Provision up to a sufficient amount in order to execute the Payment Transaction.

LEMON WAY reminds the Customer that when the currency of the Payment Account differs to that of the bank account to which the wire transfer will reach, the exchange or service fees, can be imputed by the bank once the bank account of the Customer is open.

LEMON WAY cannot be held responsible if the bank details indicated when requesting a wire transfer are incorrect or not up-to-date.

## **5.2 - Irrevocability of a Payment Order**

The Payment Order sufficiently given by a Customer is irrevocable given that the entry of a unique usage code conforms to 5.1, the Customer can therefore not request that it be canceled.

It is detailed, that in certain cases, the Customer will be able to initiate a grouped order including a transfer of funds by cards initiated in accordance to point 4.1 above and a Payment Order by wire transfer to the Payment Account of a designated Beneficiary on a given date. The Payment Order will be considered irrevocable once the card details have been entered as described in 4.1.

LEMON WAY does not carry out recurring wire transfers.

## **5.3 - Amounts limited and applicable limits**

The Customer is subject to the following standard limits:

- If the customer is an individual, they are informed that they are subject to a limit of 2500 euros per calendar year and 250 euros per payment. To use their Payment Account beyond these amounts LEMON WAY will request additional proof of identification from the Customer.
- If the Customer is a legal person. LEMON WAY will systematically demand all of the identity documents required before the opening of the Payment Account.

Any Payment Transaction that may result in exceeding the applicable limits to the cumulative monthly amount will automatically be rejected by the LEMON WAY System.

Other limits or blockages of orders will be able to be activated at any time by LEMON WAY in the event of the risk of fraud.

LEMON WAY reserves the right to reverse a Payment Transaction, if the transaction of transferring funds by bank or payment card used to credit the Payment Account is rejected or canceled by the card issuer.

## **5.4 - Delays**

The maximum delays for payment services, in accordance with the Order of 29 July 2009, the application of Article L.314-2 of the Monetary and Financial Code, are the following:

- a Payment Transaction initiated during a working day will be carried out at the latest by LEMON WAY the following working day if it is carried out in euros using a local credit establishment in a European Union member state;
- a Payment Transaction initiated on a working day will be carried out at the latest by LEMON WAY at the end of the working day if it is carried out in euros in favor of another Payment Account.

## **6- REPORTING**

### **6.1 - By transaction**

Once a Payment Transaction is carried out, the LEMON WAY System or the Partner Website automatically sends a confirmation email of the Transaction to the Customer before having initiated the Payment Order. This email contains all the information relative to the Payment Transaction which has been communicated by the LEMON WAY System, including: the identity of the Beneficiary, the details of the Payment Transaction, its amount, the date and time of the Transaction as

well as the specific conditions of the payment. The information contained in the email will also be available in their Customer Area.

## **6.2 Summaries**

All Payment Transactions are made available in a Summary made in real-time for each Payment Account. The Customer will be able to consult their Summary in the Partner Website.

The Customer will have access to the payment Accounts Summaries of all the Payment Transactions for both credits and debits on this account.

The annual summary of fees is available throughout the month of January each year. A notification will be sent to them to inform them that this document has been uploaded.

The consultation period is maintained for two (2) years, in addition to the current year.. LEMON WAY will retain the substantiating documents, during the applicable regulatory periods, registrations, and documents of completed Payment Transactions, on digital archives.

## **7- CONTRACT LENGTH AND DATE OF EFFECT**

The Contract takes effect at the moment when the present terms are accepted, for an indefinite period.

The Customer has a period of fourteen (14) calendar days to cancel their contract without fees. This short period is from the day that the contract is signed, namely the day that the Customer accepted these General Terms of Service. During this cancellation period, the contract will only be able to start upon express request from the Customer. The Customer expressly recognizes and accepts all payment instructions addressed to LEMON WAY before the cancellation period ends, providing an express request from the Customer to fulfill the contract. The Customer will therefore not retain the right to cancel a payment instruction which they would have given and confirmed during the cancellation period.

This right to cancel can be exerted by the Customer without penalties and for any reason.

The Customer is required to notify LEMON WAY of their decision by registered mail with acknowledgment of receipt from the head office of LEMON WAY found in the definition of LEMON WAY (in the introduction of these General Terms of Service) before the expiration of these fourteen days. If the Customer does not exert their right to cancel, the contract will remain in effect in accordance with the provisions of these General Terms of Service. To cancel the Contract, they must conform to the conditions of cancellation from article 19.

## **8- CLAIMS**

Claims which pertain to the relations between two Customers or between a Customer and a third party are not valid in relation to LEMON WAY. Only those that pertain to the absence or the improper execution of a Payment Order given by the Customer to LEMON WAY are referred to by the current article and by the Contract.

Claims (disputes, rights of opposition, of access and rectification, etc.) can be freely exerted by requests addressed to LEMON WAY at the following email address: [reclamation@lemonway.fr](mailto:reclamation@lemonway.fr) or by mail to the following address:

LEMON WAY  
Complain service  
14, rue de la Beaune  
93100, Montreuil, France

Any complaint or request relating to:

- a failure of one of the functions of the Payment Service provided by LEMON WAY or of the Website,
- information communicated by the Lemon Way system or LEMON WAY as part of the Payment Service.
- an error in the execution of a payment or its non-execution,
- an error in the debit of commission, tax, or bank fees by LEMON WAY,

must be brought to the attention of LEMON WAY by the Customer as quickly as possible from the day when the Customer became aware or is thought to have become aware or in all other longer periods by particular provisions or by the law.

In accordance with recommendation 2011-R-05 of the ACPR on 15 December 2011, acknowledgment will be sent within a maximum of ten days. The claims will be dealt with within a maximum of two months from their receipt.

A complaint declaration form is also available on our website: <http://www.lemonway.fr/reclamation>

Failing amicable agreement, the non-business-related Customer can contact, by mail, an independent ombudsman, who can be contacted freely in the event of litigation, arising from or in any way connected to these terms, the Ombudsman from AFEPAME, 36 rue de Taitbout 75009 Paris, France, without prejudice to other avenues of legal action.

## **9- FEES**

In consideration of providing payment services to the Customer, LEMON WAY will levy a remuneration whose amount and conditions are indicated on the Partner Website in the tab "Pricing Conditions". The fees indicated are the financial fees and encompass the partner fees and those of LEMON WAY.

## **10- SECURITY**

### **10.1 - Notification Obligation**

The Customer has the obligation to immediately inform LEMON WAY if they suspect any fraudulent use of or access to their Payment Account or any event that may lead to such use, such as but not limited to: loss, accidental divulging or misappropriation of their Usernames for the Payment Account, non-authorized access to all or part of the Customer Area or a non-authorized payment.

This notification must be sent by email to the following email address: [fraude@lemonway.fr](mailto:fraude@lemonway.fr) and be confirmed in writing to the following address:

Société LEMON WAY  
14 rue de la Beaune  
93100, Montreuil, France  
France

### **10.2 - Prevention**

LEMON WAY does its utmost to stop all other uses of the Payment Account.

The Partner also has their own secure methods of communication with the Customer.

### **10.3- Use of cookies**

LEMON WAY may use of, as part of the Payment Service, cookies (files sent by the LEMON WAY server that are registered onto your computer's hard disk as you browse). These cookies are firstly used to improve the Payment Service, particularly in terms of speed.

The Customer is told that they can refuse cookies from the LEMON WAY System in their browser settings, but this may alter their experience with the Payment Service.

### **10.4 - Interruption of the LEMON WAY service**

LEMON WAY commits to put in place all the reasonable resources available to it to ensure continuous service. LEMON WAY does not however guarantee continued, uninterrupted access to the service. Accordingly LEMON WAY cannot be held responsible for delays and/or inability to access the LEMON WAY System resulting in Payment Transactions being impossible to make or in the event of erroneous or partial service, resulting from factors outside of the reasonable control of LEMON WAY.

The Customer is informed that LEMON WAY can occasionally interrupt access to the Website or to part or all of their services:

- to carry out repairs, maintenance, or add new features,
- if there are suspicions of attempted piracy, embezzlement of funds, or any other risk of infringement,
- when requested or instructed by persons or authorities authorized to do so.
- to execute operations on the Payment Account,
- for the closure of a Payment Account.

Once normal service has resumed, LEMON WAY will attempt reasonable efforts to deal with the pending transactions in the shortest time possible.

### **10.5 - Opposition to a security measure**

The Customer can make an opposition by contacting Lemon Way by Email at [support@lemonway.fr](mailto:support@lemonway.fr) or by telephone with the number: +33 1 48 18 19 30

A registration number for this opposition created and kept for 18 months. Before the end of this period, the Customer can make a written request and LEMON WAY will give them a copy of this opposition.

LEMON WAY should not be held responsible for the consequences of an opposition which does not originate from the Customer. The request for opposition is recognized by the date that the request was received by LEMON WAY or any person assigned by them, to this effect. In the event of theft or fraudulent use, LEMON WAY is authorized to request a receipt or a copy of the complaint form from the Customer who commits to respond in the shortest possible period.

LEMON WAY will block access to the Payment Account and render the Username and Payment Account of the Customer unusable. New user details will be sent to the Customer, in the same way that they were sent the first time after opening their Payment Account.

## **11- RESPONSABILITIES**

In accordance with article L. 133-22 of the Monetary and Financial Code, LEMON WAY is responsible, subject to articles L. 133-5 and L. 133-21 of the Monetary and Financial Code, for the correct execution of the Payment Transaction for the paying Customer until the funds have been received by the payment service provider of the Beneficiary of the Payment Transaction. When LEMON WAY is responsible for a Payment Transaction that is wrongly executed due to its negligence, LEMON WAY recompenses, without delay, the amount to the payer and restores the debited account to the state which it would have been if the wrongly-executed Payment Transaction had not taken place.

Non-business-related Customers who wish to contest a Payment Transaction that they did not authorize must contact Customer service in accordance with article 8 as quickly as possible once they become aware of the anomaly and at the latest, 13 months following the registration of the Payment Transaction in the Account. In event of the use of a security measure, non-authorized transactions carried out before the notification of opposition are the responsibility of the non-business-related Customer, subject to a limit of 150 euros. However, LEMON WAY is not held responsible in the event of a Customer error such as willful neglect or grave negligence of their obligations, late submission of an opposition, or bad faith. In the event of misuse of their data or counterfeiting, the resulting losses for the Transactions carried out before the opposition from the non-business-related Customer are supported by LEMON WAY, except in the event of negligence as defined above. The Payment Transactions carried out after the lodging of non-business-related complaints by customers are supported by LEMON WAY except in the event of fraud.

LEMON WAY is not entitled to cancel an irrevocable Payment Order at a Customer's request.

By no means is LEMON WAY responsible for direct and/or indirect damages, such as commercial prejudice, loss of customers, any commercial disruption, profit loss, brand damage suffered by any Customer, by any third party, and which could result from the performance of LEMON WAY or the implementation of the Operating Platform, or its unavailability. Any action brought against the Customer by a third party constitutes an indirect loss, and thus cannot give rise to compensation.

Excepting stipulation against these General Terms of Service or mandatory laws without prejudice of grounds for exclusion or limitations of liability set forth in this, LEMON WAY cannot in any case be held responsible for any damage caused by a case of force majeure or an event out of their control or any measure or statutory provisions prevailing from the French or foreign authorities. Force majeure is extraordinary events beyond their control, in particular, but not limited to: a power cut, fire or floods, strikes by their staff or subcontractors or suppliers, malfunction of interbank systems or bank card payments, war, unrest, riots, or occupation of a territory by foreign forces, negligence by a third party in keeping with rulings and tenets such as those persons responsible for the delivery of electricity or telecommunication services.

## **12- PROTECTION OF CUSTOMER FUNDS**

LEMON WAY will retain the available funds credited to the Payment Account of the Customer until the end of each working day in a holding account opened by BNP Paribas.

## **13- INACTIVE PAYMENT ACCOUNT**

A Payment Account is considered inactive if:

- (i) the Payment Account has not been subject to any Payment Transactions during a period of twelve month during which, excluding debits by LEMON WAY maintaining all the kinds of fees and commissions of the account and
- (ii) the Customer owning the Account, their legal representative or person authorized by them is not clearly, in any form whatsoever, part of LEMON WAY, or
- (iii) After a period of 12 months following the death of the Customer. The Customer and their heirs are informed by the following attendant consequences.

The assets registered in the inactive Payment Account are deposited in the *Caisse des dépôts et consignations* after a period of ten years from the date of the last Payment Transaction excluding debits by LEMON WAY for the maintaining of all kinds



of fees and commissions. Except in the event of the death of the titular of the payment account where the assets registered are deposited in the *Caisse des dépôts et consignations* after a period of three years following the date of death of the owner.

#### **14- INTELLECTUAL PROPERTY**

No intellectual property rights through the use of the Payment Service or services rendered by LEMON WAY through the LEMON WAY System are transferred to the Customers under these General Terms of Service.

The Customer commits to not affect the rights held by LEMON WAY, in such a way that any reproduction, or adaptation of all or part of the intellectual assets and components comprising the LEMON WAY System and its accessories, regardless of which medium, currently or in the future, is forbidden.

All rights related to the software of the LEMON WAY System are fully and entirely the property of the company LEMON WAY. They are part of their trade secrets and confidential information without regard for the fact that certain components can or cannot be protected by the actual intellectual property legislation.

The software of the LEMON WAY System is and, when appropriate, their documentation, are recognized by the Customer as a work of the mind which they and their staff are obliged to consider as such prohibiting them from copying, reproducing, translating into another language, adapting, or distributing them with or without remuneration, or adding to them any object not conforming with their specifications.

The brand "Lemon Way" is the property of the company LEMON WAY. The Customer commits to not remove mention of the brand "Lemon Way" on any element provided or made available by LEMON WAY, such as software, documents, or advertising banners.

#### **15- CONFIDENTIALITY**

The Customer commits to respect the strictest confidentiality as regards all technical, commercial, or other information which the Customer becomes aware of as part of the execution of the Payment Service.

This confidentiality obligation will remain in force throughout the subscription to the Payment Service and for three years following the cancellation date of the Contract. This confidentiality obligation does not apply to information which is or has become publicly available at no fault of the Customer.

The parties recognize that the Payment Transactions are covered by professional secrecy according to article L.519-22 of the Monetary and Financial Code.

#### **16- COLLECTION AND PROCESSING OF PERSONAL DATA**

The company LEMON WAY respects all of the provisions applicable as far as the protection of privacy is concerned and notably the 8 December 1992 Act on the protection of private life with respect to the processing of personal data, as amended. In accordance with the law, LEMON WAY has undertaken the processing of personal data in accordance with the CNIL declaration.

The company LEMON WAY collects and retains personal data that the Customer has voluntarily provided. Thus, this is personal data relating to the Customer as a physical person, the data relative to their identity, their telephone number, their email address, their address, their card number or bank account number, to the transaction or wire transfer, to the IP address of their computer.

If you have any comments or if you believe that the current data privacy policy has not been respected, you can contact the company LEMON WAY, responsible for the processing of this data at the below address.

The Customer is informed and accepts that LEMON WAY is responsible for the collection and processing of personal data in the following ways:

- respecting all regulatory or statutory provisions applicable, notably as far as the prevention of laundering and the financing of terrorism is concerned,
- processing/managing and archiving transactions,
- controlling and preventing incidents and irregularities (the fight against fraud and any other type of wrongdoing),
- central management of customers,
- processing Customer requests,
- completing tests, statistics, and surveys,
- training staff assigned to the Payment Service,
- controlling service quality,
- suggesting new services,

The Customer is informed that these personal details can be saved in one or several folders in accordance with the applicable legislation and accepts that the data collected are saved and processed in accordance with the rules outlined earlier.

The Customer accepts that personal data strictly necessary to the fulfillment of the aims mentioned above or to those required by applicable regulations, are communicated by LEMON WAY:

- to sub-contractors and external service providers whose intervention is necessary,
- to Beneficiaries of a Payment Transaction or to an intermediary brought into contact with the Customer and Beneficiary of the Payment Transaction for the correct execution of this,
- to the commercial partners of LEMON WAY.

The Customer accepts that the communication of this personal data to these aforementioned persons can be, in accordance to the conditions previously defined, to another country in the European Union and equally to a country that is not a member of the European Union that guarantees an adequate level of protection in regards to the 8 December 1992 Act on the protection of private life with respect to the processing of personal data.

The Customer has a right to access personal data concerning them and is informed that they can consult at any moment the information that has been communicated to LEMON WAY. The Customer has the right to rectification of inaccurate personal data, they are informed by LEMON WAY that they can modify certain personal information from their Customer Area.

The Customer may exert their right to opposition to LEMON WAY for the planned treatments relating to the payment services or other products or services promoted by LEMON WAY.

The rights of opposition, of access, and of rectification can be exerted freely by requests sent to LEMON WAY by email to the following address: [reclamation@lemonway.fr](mailto:reclamation@lemonway.fr) or by mail to the following address:

Société LEMON WAY  
Complain service  
14, rue de la Beaune  
93100, Montreuil, France

## **17- AGREEMENT IN RELATION TO PROOF**

Communication by email is recognized as valid evidence by the Customer and LEMON WAY.

All information saved in the Lemon Way System computer database related notably to all payment and payment processing-related messages received from Customers, to Withdrawal Requests and to the execution of transactions by LEMON WAY, to notifications addressed by the Customer and/or LEMON WAY, have, until there is evidence to the contrary, the same probative force as a signed written medium, in terms of their content as well as the date and time at which they were sent and/or received. These inalterable, secure, and reliable traces are recorded and kept in the computer systems of LEMON WAY.

Documents from LEMON WAY detailing this information, as well as copies or reproductions of the documents produced by LEMON WAY have the same probative force as the original, until there is evidence to the contrary.

## **18- BLOCKING ACCOUNTS**

The temporary and immediate suspension of a Payment Account can be pronounced by LEMON WAY for any reason at the judgment of LEMON WAY and notably:

- if the Customer has not respected the provisions of the Contract,
- if the Customer has provided LEMON WAY with inexact, obsolete, or incomplete identification data.
- in the event of a risk of fraud, money laundering, or the financing of terrorism, or risk that could affect the security of the Payment Account or the LEMON WAY System;
- in the event that there is an increased risk of the Customer of being unable to meet their payment obligation,
- in the event that LEMON WAY receives a significant number of repayments, canceled orders, or disputes owing to non-authorized orders.

This decision can be made and the Customer notified by any means. The suspension of a Payment Account to ensure the protection of the Customer, cannot in any case give cause for the payment of punitive damages to the latter's benefit.

The reactivation of the Payment Account will be at the discretion of LEMON WAY.

Depending on the seriousness of the breach of the General Terms of Service, particularly if the Beneficiary has sold Illegal Products, LEMON WAY reserves the right to cancel the Contract in accordance with the provisions of article 19.

## **19- CANCELLATION OF THE CONTRACT**

The Customer can cancel the Contract which will bring about the closure of its Payment Account by registered mail with notice of receipt giving a month's notice. They must maintain the sufficient provision for the completion of the Payment Transactions during the notice period necessary for their completion and the payment of all charges due from them.

LEMON WAY can cancel the Contract which will bring about the closure of its Payment Account by registered mail with notice of receipt giving two months' notice.

In the event of a serious violation by one Party, the framework contract can be canceled with immediate effect by a simple written notice by either Party. Serious violations by the Customer are understood as: communication of false information, illegal activity, contravening proper morals, money laundering or financing terrorism, threats against LEMON WAY staff or Partner Website, default in payment, disrespect of a Customer obligation under these rules, termination of relationships between the Customer and the Partner, indebtedness or for legal persons the appointment of a legal agent, administrator, the opening of a grievance procedure, or liquidation. Serious violations by LEMON WAY are understood as: the communication of false information, disrespect of an obligation under these rules, the appointment of a legal agent, administrator, the opening of a grievance procedure, or liquidation.

In the event of modification of the applicable regulations and interpretation which is carried out by the Regulating Authority affecting the capacity of LEMON WAY or their legal agent to execute Payment Transactions, the Contract will automatically be canceled. The Customer will be unable transmit a Payment Order from the effective date of the cancellation. The Account can be maintained for a period of 15 months to cover disputes and later complaints. The Payment Transactions initiated before the effective date of the cancellation will not be challenged by the request for cancellation and must be executed in the terms of the Contract.

The cancellation of the Contract brings about the definitive closure of the Payment Account. The closure of the Payment Account cannot give cause for any indemnity no matter whether any damages are created by the closure of this Payment Account. The Customer whose Account has been closed by LEMON WAY is not authorized, except with express permission from LEMON WAY, to open another Payment Account. Any Payment Account opened in violation of this provision can be immediately closed by LEMON WAY, without notice.

The Provision on the Payment Account subject to closure will provide the right of a wire transfer to the benefit of the owning Customer from this account following their instructions subject to the transactions in progress and arrears, bank rejections, or future disputes. If a successor is designated by LEMON WAY, they will be able to propose that the Customer close their Payment Account and transfer the Provision to a new Payment Account open in the ledgers of the establishment designated as the successor.

LEMON WAY reserves the right to demand compensation in court as a result of the violation of the Contract. The closure of the Payment Account can give cause for fees in accordance with article L. 314-13 of the Monetary and Financial Code.

## **20- MODIFICATION OF THE CONTRACT**

Any draft amendment of the Contract is communicated in writing or another durable medium to the Customer no later than two months before the date that the proposed changes come into effect.

In the absence of an objection in writing by registered mail with notice of receipt addressed to LEMON WAY from the Customer before the expiration of this period of two months, the latter is deemed to have accepted these changes. In the event of refusing the proposed changes, the Customer can cancel the Contract free of charge, by written request before the date that these proposed changes come into effect. This request does not affect all of the debits (charges, fees, payments) for which the Customer will remain liable.

## **21- SPECIFIC PROVISIONS APPLICABLE TO CUSTOMERS AS LEGAL PERSONS**

### **21.1 - Death**

In the event of the death of the Customer owning the Account, LEMON WAY must be notified as quickly as possible by the beneficiaries or their legal agent. If this notification is given verbally, it must be confirmed in writing. Upon receipt of this in writing, LEMON WAY will ensure that no transaction will be carried out on the assets and will proceed to the closure of the Account.

If the assets that LEMON WAY retains in the name of the deceased are greater than the fees for Withdrawal costs, they can by way of derogation of article 17 of these General Terms of Service, make a Withdrawal in favor of the beneficiaries only upon production by said beneficiaries or their legal agent of supporting documents, according to the applicable legislation, establishing the devolution of the estate as well as any other document that LEMON WAY judges necessary.

If the wire transfer cannot be completed for any reason, including the absence of the production of supporting documents to LEMON WAY, the provisions of article 13 of these General Terms of Service apply to the Provision.

## **22- SPECIFIC PROVISIONS APPLICABLE TO CUSTOMERS AS LEGAL PERSONS**

In the case where the fraud rate on the bank card or any other payment method used by the payers, is greater than 0.2% on average in relation to the monthly amount of payments, LEMON WAY reserves the right to apply penalties.

Payments are not guaranteed by LEMON WAY.

The Customer as a legal person must satisfy the rules of VISA and MASTERCARD particularly in regards to their activity.

A declaration of activity and risk assessment form is given to the Customer as a legal person entering into relation, then signed by the Customer. In all instances, activity must be legal, and confirm to the nature of the activity declared in said form. Activities, even legal activities, not accepted by LEMON WAY, are included in said form.

LEMON WAY returns rejected transactions, such as ChargeBack for example, and other transactions that cannot be made by VISA or MASTERCARD, debiting them to the Payment Account of legal persons.

## **23- GENERALITIES**

When administrative formalities will be required for the execution of these General Terms of Service, LEMON WAY and the Customer will provide each other with mutual assistance in the resolution of these formalities.

If one or any of the clauses of the General Terms of Service should prove to be null with respect to a current law or a legal decision having become definitive, it will be held not written, but will not involve the nullity of these General Terms of Service.

The fact for one of the parties not to take advantage of a neglect by the other party in the one or any the obligations aimed in the present ones, could not be interpreted for the future as a renunciation of the obligation in question.

In case of difficulty of interpretation enter the one some of the titles appearing at the head of clauses of the General Terms of Service, the titles will not be considered.

The Customer can give a person power to use their Payment Account and assume full responsibility for the Payment Transactions as defined in power of attorney. The form is available online and must be sent back to LEMON WAY. The power of attorney will not come into effect until the aforementioned form has been completed and received and is subject to acceptance by LEMON WAY. This can be confirmed by any means. This ends automatically after the death of the Customer. It can be revoked by the initiative of the Customer by informing their legal agent and LEMON WAY by registered mail with notice of receipt. The cancellation will take effect on the date of receipt of the cancellation by LEMON WAY. The Customer remains responsible for the Payment Transactions initiated from their account by their designated legal agent until this date.

The Customer expressly waives LEMON WAY of professional secrecy related to data on the Payment Account in respect to the legal agent designated by power of attorney.

## **24- APPLICABLE LAW AND JURISDICTION**

These General Terms of Service are governed by French law.

Unless otherwise provided, any disputes relating to their execution, interpretation, or their validity, shall be brought before the courts which have jurisdiction in Paris.