

## **SPECIFIC CONDITIONS**

### **Applicable when using Lemon Way payment services**

*1 April 2024 Conditions*

## **ARTICLE 1 – DEFINITIONS**

The terms of these conditions, whether expressed in the singular or plural form, must be interpreted as follows:

- **Acceptance of the conditions/Accepting the conditions**: means the express prior acceptance of the conditions, whatever they may be, by “ticking” the box provided for that purpose.
- **Beneficiary of Lemon Way payment Services (hereinafter, “the Beneficiary”)**: means the private person(s) - excluding legal entities – the Creator(s) of list(s) on the Site, under the definition given in article 1 of the Kadolog General Terms of Use (hereinafter, “Kadolog GTU”), who benefit from Lemon Way Payment Services and who may receive Gifts from Donors in this way.
- **Lemon Way Payment Account**: means the payment account opened in the name of a Beneficiary/Beneficiaries in Lemon Way’s books, within the meaning of article 2 of the Lemon Way General Terms of Service, allowing the said Beneficiary/Beneficiaries to receive and manage Gift(s) from Donor(s), through Lemon Way’s payment services.
- **Bank Account**: means the bank account (IBAN) of the Beneficiary, which is linked to the Lemon Way Payment Account.
- **Beneficiary User Account**: means the account created by the List Creator, in accordance with article 5 of the Kadolog GTU, to be able to access services provided by Kadolog.
- **Donation**: means, under these Kadolog Specific Conditions (hereinafter, “the Kadolog SC”), the financial contribution paid by a Donor to a Beneficiary, using the Lemon Way Payment Services.

- **Donor**: means, under these Kadolog SC, any person who, for the purpose of giving a Gift, uses Lemon Way Payment Services or in particular, makes an online payment using a credit card.
- **Beneficiary identification data**: means any personal identification data of the Beneficiary/Beneficiaries required by law and/or by Lemon Way, for the purpose of enabling him/her/them to benefit from Lemon Way's Payment Services.
- **Kadolog**: means the SPRL by Belgian law, whose headquarters are at 1410 Waterloo, Rue Saint Germain 35, registered with the BCE under no. 0841.031.867; Kadolog provides no payment service within the meaning of the law.
- **Lemon Way**: means the SAS by French law, with a capital of 860,232.53 EUR, SIREN No. 500 486 915, located at 14 rue de la Beaune, 93100 Montreuil, France designated a Payment Institution, authorised by the Autorité de Contrôle Prudentiel et de Résolution ACPR (France). As such, Lemon Way is authorised to provide payment services in all of the countries in which it is *passported*, meaning that it is authorised to provide payment services. The list of countries where Lemon Way is *passported* is available on the website [www.regafi.fr](http://www.regafi.fr).
- **Lemon Way Payment Service**: means the payment services performed by Lemon Way, as an authorised Payment Institution, pursuant to its General Terms of Service; These services are rendered through (i) a payment account management infrastructure that is hosted and secure in SaaS mode, (ii) a technical payment kit accessible by internet and mobile internet and (iii) a set of web services for enrolment, performing online payments by credit card and wire transfer and accessing account balances.
- **Site**: means the internet websites: [www.kadolog.com](http://www.kadolog.com), [www.kadolog.be](http://www.kadolog.be), [www.kadolog.fr](http://www.kadolog.fr), [www.kadolog.org](http://www.kadolog.org)
- **Users**: means, under these Kadolog SC, as a whole, the Beneficiaries and Donors and all website users who use the Lemon Way Payment Services.

## **ARTICLE 2 – PURPOSE OF THESE KADOLOG SPECIFIC CONDITIONS**

2.1.- Kadolog has partnered with Lemon Way, allowing it to offer Beneficiaries the ability to use Lemon Way Payment Services and thus, if they make the choice, to

receive Donations from Donors with this service, without prejudice to other methods of receiving gifts/Donations, such as those described in the Kadolog GTU (gifts given in person, by cheque, bank transfer, *etc.*).

2.2.- These Kadolog Specific Conditions ("**the Kadolog SC**") are intended on one hand, to clarify the terms and conditions of use of the Lemon Way Payment Services to give Users clear and complete information, and on the other hand, to confirm the roles of the different players within this context.

In general, regarding the sharing of roles between Lemon Way and Kadolog, it is understood that Kadolog is not legally authorised to provide payment services such as those offered by Lemon Way. First, at no time is Kadolog in possession of, nor has accessibility to the funds transferred through Lemon Way Payment Services. Additionally, Kadolog is not a payment service provider, and therefore does not have the obligation to comply with laws applicable to such services.

As specified below, Kadolog's role is limited to (i) establishing a relationship between Users and Lemon Way, for the purpose of allowing Users to utilise Lemon Way Payment Services, and (ii) acting as a subcontractor of Lemon Way within the meaning of legislation applicable to personal data (*infra*, art. 6), to collect and communicate to Lemon Way the Beneficiary Data necessary for the Beneficiary's use of Lemon Way Payment Services. As such, Kadolog is limited to providing a technical service not subject to compliance with the legislation applicable to payment services.

Therefore, the Beneficiary who uses Lemon Way Payment Services establishes a legal connection directly with Lemon Way, excluding Kadolog, provided that he or she has Accepted the Framework Agreement for the Lemon Way payment services, consisting on the one hand of the conditions of use by the Rights-holders of the payment services provided by Lemon Way and on the other hand of the price conditions mentioned in Appendix A of the Framework Agreement ("**the Lemon Way GTS**"), as well as these Kadolog SC specifying the rates applicable to using Lemon Way Payment Services. At the same time, the Donor using Lemon Way Payment Services is aware that the aforementioned Service is provided directly by Lemon Way and, to this end, Accepts the Kadolog SC and the Lemon Way GTS.

For its part, Kadolog cannot in any way be held responsible by Users for Lemon Way's absence or improper execution of obligations related to the provision of Payment Services and/or that of any of its potential partners. The same applies to Kadolog's directors, employees and associates.

## **ARTICLE 3 – LEMON WAY TERMS OF USE BY BENEFICIARY/BENEFICIARIES**

### **3.1. Prerequisites to using Lemon Way Payment Services**

3.1.1.- In order to take advantage of Lemon Way Payment Services, the Beneficiary must meet all of the following conditions:

- (i) **Declare that he or she is a natural person of legal age and capacity, acting on his or her own account**
- (ii) **Declare that he or she resides in the European Economic Area or EFTA**
- (iii) **Create a Lemon Way Payment Account, following the procedure outlined in article 3.2;** as a reminder, the Lemon Way Payment Account consists of an account opened in the books of Lemon Way, which is a company that is an authorised Payment Institution.

3.1.2.- In accordance with the provisions of article 3.1. of the Lemon Way GTS, the Beneficiary guarantees Lemon Way, and Kadolog as it may be necessary, against any liability that may result from a false, inaccurate or incomplete declaration of the items listed in article 3.1.1, including the Beneficiary's Identification Data provided in the context of article 3.2. (i).

The Beneficiary agrees to notify Lemon Way and Kadolog, acting as a processing subcontractor (*infra*, art. 6), of any changes to the above declarations, including the Beneficiary's Identification Data, provided within the context of article 3.2. (i).

Lemon Way may, in accordance with article 18 of the Lemon Way GTS, refuse a Payment Account if the Beneficiary provides inaccurate, incomplete or out-of-date Identification Data. At the same time, in these circumstances, Kadolog can refuse the Beneficiary's User Account.

### **3.2. Creation of a Lemon Way Payment Account**

3.2.1.- To create a Lemon Way Payment Account, the Beneficiary shall, via the Website Administration Tool, select from the various gift receipt options from the list, allowing him or her to receive Donations from Donors, through online payments in this framework:

- (i) **Providing the data necessary to operating the Payment Account,** specifying the Beneficiary's bank account details. The bank account mentioned on the form absolutely must belong to User Account holder. It

can only be changed later by sending an email to Kadolog, which as a subcontractor of personal data, will transmit the request to Lemon Way, which will then assess the request and the possible need to obtain identification documents.

The data necessary for the Payment Account to function is entered at the same time as the form for opening a list, covered in Article 5 of Kadolog's GTU, or it can be done later by activating this feature using the "Online Payments" tab, which can be accessed using the Site's administration tool.

The data necessary for the Lemon Way Payment Account to function is collected by Kadolog acting as a subcontractor for those responsible for the treatment of personal data, which is Lemon Way (*infra*, art. 6).

- (ii) **Accepting the Lemon Way GTS and the Kadolog SC**, the text of which is communicated in the margin of the form for opening the Payment Account.

The Lemon Way GTS and Kadolog SC are also available on the Lemon Way ([www.lemonway.fr](http://www.lemonway.fr)) and the Kadolog websites respectively.

When necessary, Kadolog specifies that in the event of accepting the Lemon Way GTS and Kadolog SC, the Beneficiary declares that he or she has read, understood and accepted the terms of the said conditions, without any reserve whatsoever. The GTS can be modified only in accordance with the provisions of article 20 of the Lemon Way GTS. Similarly, the Kadolog SC may be modified in the same conditions as those laid out in article 14 of its SC.

If the Beneficiary does not accept the above Conditions, he or she will be unable to use the Payment Services offered by Lemon Way.

3.2.2.- Lemon Way is free, for whatever reason and without needing to justify its decision, to refuse the creation of a Lemon Way Payment Account for the benefit of a Beneficiary. This refusal will not give rise to damages or compensation. Similarly, Kadolog cannot be held responsible for such a refusal.

3.2.3.- Lemon Way will inform the Beneficiary via Kadolog of the acceptance or refusal of opening a Lemon Way Payment Account for his or her benefit.

3.2.4.- Kadolog reminds Users that according to article 7 of the Lemon Way GTS and under conditions described therein, a Beneficiary has a period of 14 calendar days to cancel the creation of a Lemon Way Payment Account, without any fees or penalties.

After the 14-day period, the Beneficiary may apply article 19 to terminate the contract and thus close the Payment Account.

### **3.3. Description of Lemon Way Payment Services:**

3.3.1.- Once the Lemon Way Payment Account has been created, in accordance with article 3.2., the Beneficiary may use the following Services:

- (i) **Receiving Donations from his or her Donors**, through online payments (via credit card, VISA, MasterCard, Bancontact or iDeal), which are credited to the Beneficiary's Lemon Way Payment Account, within the period prescribed in article 4.3 of the Lemon Way GTS.

If the Beneficiary intends to refuse a Donation credited to his or her Lemon Way Payment Account, he or she must reimburse fees to the Donor. Neither Lemon Way, nor Kadolog will intervene in this instance.

If a Donator wishes to be reimbursed for the registered Donation to the Beneficiary's Money Pool, he will have to send a request to KADOLOG in accordance with Article 4.3.5. In this case, the Beneficiary acknowledges and accepts the cancellation and the refund, in whole or in part, of a Donation and grants Kadolog the right to withdraw the necessary funds directly from the Lemon Way Money Pool of the Beneficiary in order to refund the Donation. The Beneficiary gives Kadolog the explicit authorisation to do so. In the event of there being insufficient or unavailable funds in the Lemon Way Money Pool, Kadolog will notify the Beneficiary of the Donor's request for a refund.

- (ii) **Manage his or her Lemon Way Payment Account, by logging in to his or her User Account, accessible through the Website**, using an interface made available by Kadolog for Lemon Way allowing the Beneficiary to:

- be informed of any new Donation credited to his or her Lemon Way Payment Account.
- check the amount of his or her Lemon Way Payment Account as well as the transaction statement showing the

credits and/or debits of the Payment Account, in accordance with article 6.2 of the Lemon Way GTS.

- manage the amount of his Lemon Way Payment Account by giving Lemon Way an online payment order (a transfer) of the said amount in his or her bank account, up to the available balance. The Beneficiary must provide Lemon Way the identification documents listed in article 3.4.2 for control purposes.

This payment is secured in the same way as any other online payment made involving Lemon Way and is no longer subject to cancellation under the conditions of article 5.2.

Once payment has been made, it is confirmed by Lemon Way, which reviews all of the information relating to the payment, including the date and time of the payment.

Lemon Way will execute the payment within the legal time limit, in accordance with article of the GTS.

3.3.2.- The Beneficiary agrees to use the Lemon Way Payment Services, in good faith, for lawful purposes only, and in accordance with his or her contractual obligations defined in the Lemon Way GTS, as well as the Kadolog SC and GTU.

In cases of suspicion of fraud, money laundering, or financing of terrorism or risk affecting the security of the Lemon Way Payment Account or the Lemon Way system, Lemon Way may, in accordance with article 18 of the Lemon Way GTS, immediately block the Payment Account.

In accordance with article 10.1 of the Lemon Way GTS, the Beneficiary shall immediately inform Lemon Way in the event of suspicion of fraudulent use of or access to his or her Lemon Way Payment Account, or any event which may lead to such use. At the same time, the Beneficiary shall inform Kadolog of such circumstances by sending an email to the address [info@kadolog.com](mailto:info@kadolog.com), and Kadolog may take the necessary measures to block the User Account.

3.3.3.- In accordance with article 10.4, Lemon Way commits to implement any means necessary at its disposal to ensure permanent service.

Kadolog cannot be held liable for any interruption in the Lemon Way Payment Services or any damages resulting from it.

3.3.4.- All claims involving the absence or poor execution of Lemon Way Payment Services can be sent free of charge, using the forms and the address specified in article 8 of the Lemon Way GTS, as well as by filling out the form available on the Lemon Way website at <https://www.lemonway.fr/réclamation/>\*

Lemon Way is responsible for the proper execution of its Payment Services, in accordance with article 11 of the Lemon Way GTS.

3.3.5.- Potential conflicts between the List Creators when there are several of them, related to distributing Donations transferred to the bank account of the Payment Account holder Beneficiary are settled without involving Kadolog or Lemon Way.

If the event justifying the creation of a list and Payment Account is cancelled, the Beneficiary commits to reimburse Donors the amounts received in the Payment Account. Kadolog and Lemon Way cannot be held responsible for a Beneficiary's noncompliance of the commitment with respect to Donors.

#### **3.4. Limitation of Donation amounts and/or additional Identification Documents to be provided above certain thresholds**

3.4.1.- The total amount of Donations credited to the Lemon Way Payment Account may not exceed 50,000 EUR.

If applicable, Kadolog will send an alert message to the Beneficiary of the Payment Account asking him or her to transfer the amount in the Lemon Way Payment Account to his or her bank account.

When the Beneficiary has not conducted this said transfer to his bank account, all new Donations will be held on reserve by Lemon Way.

3.4.2.- **If the Beneficiary receives a Donation**, Lemon Way requires, in accordance with articles 5.3 and 3.3 of its GTS, that the following identification documents be sent:

- (i) proof of identity, legible and currently valid, such as an ID card or passport, of the Beneficiary holder of the Lemon Way Payment Account and the linked bank account (IBAN).
- (ii) a copy (or a picture or "screenshot") of an account statement of the Beneficiary's bank account (IBAN) within the last three months,



showing (i) the RIB (bank account details) associated with bank account (IBAN), as well as (ii) the said account holder's name.

- (iii) A second proof of identity: a driver's licence, a passport, a tax notice that is less than 12 months old, a family record book, a birth certificate, a marriage certificate, a Carte Vitale (for citizens of France) or any other official document mentioning your surname, your first name and your date and place of birth.<sup>[L]</sup><sub>[SEP]</sub>

The above documents are collected by Kadolog in its capacity as subcontractor for those responsible for personal data processing, or Lemon Way (*infra*, art. 6).

The above documents are accepted at the sole discretion of Lemon Way. Similarly, the communication of the above-mentioned documents is made without prejudice to any other identification document that may be requested by Lemon Way, through Kadolog, in the context of using its Payment Services.

As long as Lemon Way does not have all the information and documents that it considers necessary to perform its Payment Services, Lemon Way can reject any payment transaction to the Beneficiary's Lemon Way Payment Account. This decision by Lemon Way may not give rise to damages or compensation. Similarly, Kadolog cannot be held responsible for this decision by Lemon Way.

#### **3.4.3.- No single Donation greater than 3,000 EUR may be credited to the Payment Account of a Beneficiary.**

Lemon Way automatically rejects any payment made using its Services that exceeds this threshold.

3.4.4.- Other limits or blockages than those referred to above may be activated by Lemon Way at any time, in the event fraud is suspected.

#### **3.5.- Fate of inactive Payment Accounts**

The definition of inactive Payment Accounts and the consequences of such inactivity are described in article 13 of the Lemon Way GTS.

In the special circumstances of the death of a Beneficiary, his or her legal claimants or their attorney have the responsibility of informing Lemon Way, according to the terms of article 21.1 of the Lemon Way GTS. If within 3 years after the death, no substantiated claim for payment to legal claimants has been addressed to Lemon Way,

in accordance with the aforementioned article 21.1, Lemon Way will proceed in paying the amount of the Payment Account to the Caisse des dépôts et consignations (“Deposits and Consignments Fund”).

### **3.6.- Intellectual Property and Confidentiality**

Relating to intellectual property and confidentiality, the Beneficiary is referred to articles 14 and 15 of the Lemon Way GTS, which are binding with regard to this topic.

### **3.7.- Blocking the Lemon Way Payment Account**

Beyond the scenarios already covered in sections 3.1.2 and 3.3.2, other circumstances described in article 18 of the Lemon Way GTS may cause it to make the decision to block a Payment Account.

## **ARTICLE 4 – LEMON WAY PAYMENT SERVICES TERMS OF USE BY A DONOR OR DONORS**

### **4.1.- Prerequisites for using the Lemon Way payment services**

4.1.1.-A Donator who intends to use the Lemon Way payment services and thus pays for his Donations online must create a Money Pool similar to those of the Beneficiaries of the payment services.

To this end, the Donator must meet the cumulative conditions referred to in Article 3.1.1, subject to Article 4.2 below with respect to the creation procedure for the Donator’s Money Pool.

The rest of Article 3.2.1 is also applicable to the Donator.

### **4.2.- Creating a Lemon Way Money Pool**

To create a Lemon Way Money Pool, it is the Donator’s responsibility to:

- (i) **Provide the Identification Data necessary for the operation of the Money Pool.**

The Identification Data necessary for the operation of the Lemon Way Money Pool are collected by Kadolog in its capacity as a subcontractor of the data controller, namely Lemon Way (*infra*, Art. 6).

- (ii) **Have accepted the terms and conditions (T&C) of Lemon Way and the specific terms of Kadolog**, which are provided with the Money Pool opening form referred to in point (i).

The terms and conditions of Lemon Way and the specific terms of Kadolog are also available on the Lemon Way website ([www.lemonway.com](http://www.lemonway.com)) and on the Website.

To the extent necessary, Kadolog specifies that in the event of the Acceptance of the Lemon Way T&C and the specific terms of Kadolog, the Donator declares that he has read, understood and accepted the said terms and conditions, without any reservation whatsoever. The terms and conditions may only be amended in accordance with the provisions of Article 20 of the Lemon Way T&C. However, the specific terms of Kadolog may be amended under the same conditions as those provided for in Article 14 of its terms and conditions.

Failure by the Donator to accept the above-mentioned conditions will result in the Donator being unable to benefit from the payment services offered by Lemon Way.

4.2.2.-Lemon Way is free, whatever the motive and without having to justify its decision, to refuse to create a Lemon Way Money Pool on behalf of a Donator. Such refusal shall not give rise to any compensation. Similarly, Kadolog cannot be held responsible for this refusal.

4.2.3-Lemon Way informs the Donator via Kadolog of the opening of, or the refusal to open, a Money Pool on behalf of the Donator.

4.2.4-Kadolog points out that in accordance with Article 7 of the Lemon Way T&C and the conditions described therein, a Donator has a period of 14 calendar days to renounce the creation of a Lemon Way Money Pool, without fees or penalties.

After the end of this 14-day period, the Donator may enforce Article 19 allowing him to terminate the contract and thus close the Money Pool.

### **4.3- Description of the payment services of Lemon Way**

4.3.3.- Lemon Way operates its payment service within the legal time periods, in accordance with article 4.3 of its GTS, without prejudice to its right (i) to refuse to execute a payment, especially for exceeding the limits referred to in article 3.4 and/or,

the Beneficiary's failure to provide identification documents referred to in the same article, payment card opposition, insufficient funds in the available balance, *etc.* or (ii) to reverse a payment transaction that is rejected or cancelled by the payment card issuer. Kadolog shall not be liable for any interruption of the Lemon Way payment services and any damages resulting there from .

4.3.5.-Without prejudice to the irrevocability of a payment order as stipulated in Article, Kadolog grants the Donator a cancellation period of 14 days starting from the date of the online payment of the Donation.

The request for the reimbursement of the Donation must immediately and exclusively be sent by email to [info@kadolog.com](mailto:info@kadolog.com). The bank charges incurred by the refund will be deducted from the amount to be refunded. In the event of there being insufficient or unavailable funds in the Lemon Way Money Pool, Kadolog will notify the Beneficiary of the Donator's request for a refund. In such a case, the Donator acknowledges and accepts that Kadolog is under no obligation to refund any amount in its favour, being foreign to the relationship established between the Donator and the Beneficiary, as well as the relationship established between the Donator and Lemon Way.

All costs resulting from such a refund are the sole responsibility of the Donator.

#### **4.4.-Limitation of the amount of Donations and/or additional identification documents to be provided above certain thresholds**

4.4.1.-If the Donator makes Donations of over EUR 1,000 and/or the accumulated amount of his Donations per calendar year exceeds EUR 2,500, Lemon Way requires, pursuant to Articles 5.3 and 3.3 of its T&C, the following identification documents:

The above-mentioned documents are collected by Kadolog in its capacity as a subcontractor of the data controller, namely Lemon Way (*infra*, Art. 6).

The acceptance of the above-mentioned documents is at the discretion of Lemon Way. Similarly, the provision of the above-mentioned documents is without prejudice to that of any other identification document that may be requested by Lemon Way, with the intervention of Kadolog, in the context of the use of its payment services.

Until Lemon Way has all of the information and documents that it deems necessary in order to perform its payment services, Lemon Way may reject any payment transaction by the Donator. Such a decision shall not give rise to any compensation. Similarly, Kadolog cannot be held responsible for any such decision by Lemon Way.

4.4.2.-Other limits or blocking than those mentioned above may be activated by Lemon Way at any time, in the event of suspicion of fraud.

#### **4.5-Miscellaneous**

The aforementioned Articles 3.5 to 3.7 also apply to the Donator.

#### **ARTICLE 5 – COST TO USE THE LEMON WAY PAYMENT SERVICE**

The cost to use the Lemon Way payment Service consists of a flat rate commission of 2.4%, which includes Lemon Way fees (banking) and Kadolog fees (administrative), and is deducted from the amount of each Donation (expressed in Euros and inclusive of all possible taxes), done at the beginning of the transaction. The aforementioned financial terms are available under the "Rates and Terms" tab on the Website.

The commission will automatically be collected by Lemon Way at the time the credit is registered to the Donor's Lemon Way Payment Account.

#### **ARTICLE 6 – ACCOUNT MAINTENANCE FEES AND CLOSURE OF AN INACTIVE LEMON WAY PAYMENT ACCOUNT**

A Lemon Way payment account is not intended to hold funds (in this case, Gifts) for an indefinite period of time. The Beneficiaries can keep the funds in their Lemon Way payment account without activity for a maximum of 12 months without incurring account maintenance fees.

After 12 months of inactivity on the Lemon Way payment account, account maintenance fees will apply. A Lemon Way payment account is considered inactive if no online payment has been received into the Beneficiary's Lemon Way payment account and/or no transfer to their IBAN account has been made for 12 months.

The following procedure will be applied from 1 April 2024 for all future and current inactive Lemon Way payment account:

- During the 10th month of inactivity of the Lemon Way payment accounts: If there are funds left in the Beneficiary's Lemon Way payment account, a notification will be sent to the user by e-mail inviting them to transfer the balance of their Lemon Way payment account to their IBAN account. This e-mail will be followed by a final reminder a month later.

- During the 12nd month of inactivity of the Lemon Way payment account: Account maintenance fees are deducted monthly from the Beneficiary's Lemon Way payment account. These fees amount to 5 euro tax included and are automatically deducted on the first day of each calendar month, from the credit balance of the inactive Lemon Way payment account and within the limit of the available balance, until either this balance is zero, the Beneficiary requests the total transfer of the available balance of his Lemon Way payment account or the Lemon Way payment account is reactivated.

An inactive Lemon Way payment account can be reactivated after 12 months of inactivity by a new online payment by a Donator of a minimum of 100 euro or by several online payments by Donators, within one month, of a minimum of 100 euro.

A Lemon Way payment account that has been inactive for 10 years may, in any case, be unilaterally closed by Lemon Way at Kadolog's request. Any credit balance available in the Lemon Way payment account may, in this case, be sent to the Caisse des dépôts et consignations (Deposits and Consignments Fund).

## **ARTICLE 7 – TREATMENT OF PERSONAL DATA**

7.1.- Kadolog collects and provides to Lemon Way the Beneficiary's personal data (**the "Beneficiary's Identification Data"**) necessary for Lemon Way to provide its Payment Services - the purposes of this data treatment are listed in article 16 of the Lemon Way GTS – with the express consent of the aforementioned.

To this end, Kadolog acts as the subcontractor of Lemon Way, which is and remains the responsible party within the meaning of applicable legislation and article 16 of its GTS, and in this context, commits to respect all provisions on the protection of privacy. In this regard, Lemon Way confirms that it has proceeded with the CNIL declaration of processing personal data.

7.2.- Kadolog reminds users that the Beneficiary has the right to access personal data relating to him or her, and may consult it at any time.

Similarly, the Beneficiary has the right to oppose the processing of such data for marketing purposes and/or to have inaccurate data corrected.

Rights to access, consultation, opposition or correction may be exercised free of charge by sending a request (i) to Lemon Way by email sent to the following address: [reclamation@lemonway.fr](mailto:reclamation@lemonway.fr) or by postal mail addressed to the Lemon Way Claim Service and/or (ii) to Kadolog by e-mail sent to the following email address: [info@kadolog.com](mailto:info@kadolog.com) or by postal mail addressed to the Kadolog Claim Service, which will communicate this data to Lemon Way.

Link to LemonWay (EN): <https://www.lemonway.com/en/terms-and-conditions/>

## **Terms & Conditions for Use of Payment Services – Framework Agreement for Payment Services**

**Version 2022**

**The Account Holder**, party of the first part,

and,

**Lemonway**, a French SAS (simplified joint-stock company) which registered office is located at 8 rue du Sentier, 75002 Paris, France, and registered with the Paris trade and companies register under number 500 486 915 (“**Lemonway**“), approved on 24 December 2012 by the Prudential Supervisory and Resolution Authority (“ACPR”, France, website [acpr.banque-france.fr/](http://acpr.banque-france.fr/)), 4 place de Budapest CS 92459, 75436 Paris, as a payment institution, under number 16568, party of the second part.

Referred to individually as a “**Party**” and collectively as the “**Parties**”.

### **DISCLAIMER**

The Account Holder may consult this Framework Agreement at any time, reproduce it, store it on his/her computer or on another medium, transfer it by e-mail or print it on paper so as to keep it.

In accordance with the law, it is possible to verify the license of Lemonway, as a payment institution, at any time on the website [regafi.fr](http://regafi.fr). The Website of the Lemonway payment institution is: [www.lemonway.com](http://www.lemonway.com)

### **1. PURPOSE**

This “Framework Agreement for Payment Services” is available at any time on the Website ([www.lemonway.com](http://www.lemonway.com)). It governs the terms and conditions of opening a Lemonway Payment Account in the Account Holder’s name and the provision of Payment Services. The Account Holder should read the terms and conditions carefully before accepting them.



## 2. DEFINITIONS

When used with the first letter capitalised, the terms used in this Framework Agreement shall have the meanings defined below, regardless of whether they are used in the singular or plural form:

- **Beneficiary:** natural person or legal entity designated by the Account Holder as the recipient of a transfer from his/her Payment Account. The Beneficiary may be the Account Holder.
- **Framework Agreement:** framework agreement for Payment Services, as defined in article L. 314-12 of the French Monetary and Financial Code, entered into between Lemonway and the Account Holder and consisting of these terms & conditions.
- **Payment Account:** payment account within the meaning of article L. 314-1 of the French Monetary and Financial Code, opened in the books of Lemonway to debit and credit the Payment Transactions, the fees due by the Account Holder and any reversal in connection with its Transactions and to clear these amounts on the date of their recording for the purpose of showing a net balance.
- **Joint Account:** Payment Account opened by two or more Co-Holders.
- **Co-Holder:** natural person Account Holder with one or more other natural persons.
- **Business Day:** any day except Saturdays, Sundays, and public holidays in France.
- **Payment Transactions:** act of paying, transferring, or withdrawing funds from or to the Payment Account, regardless of any underlying obligation between the Payer and the Beneficiary.
- **Payment Order:** consent of the Account Holder given according to the personalised device and the procedures agreed between the Account Holder and Lemonway, in order to authorise a Payment Transaction.
- **Partner:** commercial company operating the Partner Service and using the services of Lemonway.
- **Payer:** natural person or legal entity who may be the Account Holder in case of funding his/her own Payment Account or user of the Partner Service.
- **Funds:** available amount credited to the Payment Account that may be used for executing future Payment Transactions, determined by Lemonway after taking into account the current Payment Transactions and the amount of the Funds frozen defined in article 5.
- **Third-party payment services provider (PSP):** payment services provider (financial institution) approved by an authority of a State belonging to the European Economic Area and which has opened a bank account or payment account in the Account Holder's name.
- **Payment Services:** services provided by Lemonway pursuant to this Framework Agreement.
- **Website:** Lemonway's website ([www.lemonway.com](http://www.lemonway.com)).
- **Partner Service:** site and/or application used by the Partner to enable individuals to perform Payment Transactions (or more generally, service offered by the Partner to the Account Holders where the opening of Payment Accounts is required).
- **Account Holder:** natural person or legal entity with a Payment Account to make and/or receive a Payment Transaction.

### **3. OPENING OF A PAYMENT ACCOUNT**

The Account Holder must comply with the procedure for opening a Payment Account as described below.

#### **3.1 Account Holder's prior declarations**

The Account Holder, a qualified legal entity or natural person, expressly declares having the capacity and/or having received the authorisations required to use the Payment Services provided by Lemonway and guarantees Lemonway against any liability that it may incur as a result of a false declaration.

The Account Holder declares that it acts on its own behalf. The Account Holder has the obligation to use the services provided by Lemonway in good faith, for lawful purposes and in compliance with the provisions of the Framework Agreement.

Any Account Holder who is a natural person declares to be resident in France or in the European Economic Area.

For any other country of residence or registration, Lemonway reserves the right to study the application to open a Payment Account in order to comply with the geographical scope of its authorisation.

#### **3.2 Sending of identification documents**

Lemonway informs the Account Holder that in accordance with the identification requirements relating to the anti-money laundering and combating the financing of terrorism, opening the Payment Account is subject to sending and validating the required identification documents according to the capacity of the Account Holder.

This request to open a Payment Account is subject to a control called "KYC" (Know Your Customer).

Lemonway reserves the right to request any other document or additional information, to allow it to carry out the appropriate verifications in accordance with its legal obligations including for the anti-money laundering.

The Account Holder agrees to let the Partner send these documents to Lemonway by computer transmission and uploading on Lemonway's computer systems.

In accordance with Lemonway's regulatory obligations, the Account Holder is informed that the KYC control performed at the time of the Payment Account opening shall be periodically renewed. The Account Holder commits therefore to provide promptly the up-to-date documents asked by Lemonway, failing which his/her Payment Account may be blocked.

#### **3.3 Terms of approval of the Framework Agreement**

The Framework Agreement must be approved by the Account Holder by any means. The latter acknowledges having carefully read, understood and accepted the Framework Agreement in its entirety.

### 3.4 Acceptance of Opening a Payment Account

Lemonway may refuse to open a Payment Account for any reason without having to justify its decision. This will not give rise to any payment of damages.

The Partner may send the acceptance or refusal of the opening of its Payment Account to the Account Holder by sending an e-mail. Upon acceptance, the Account Holder may identify himself/herself via the Partner Service, if applicable, to verify that his/her Payment Account is open.

### 3.5 Specific regimes

#### 3.5.1 Joint Account

A Joint Account is a Payment Account opened by at least two natural persons, with or without a family relationship.

The Joint Account is a collective account which works under a principle of active and passive solidarity. Active solidarity allows any of the Co-Holders to perform alone all the Payment Transactions on the Joint Account for both debit and credit. Pursuant to the rules of passive solidarity, each Co-Holder is personally liable *vis-à-vis* Lemonway for the entire debts relating to the use of a Joint Account.

In this context, when two or more natural persons ask for the opening of a Joint Account (i) by providing Lemonway with the required ID documents for the opening of the Joint Account and (ii) by indicating “joint account” during the Joint Account creation process, this Framework Agreement is accepted by the Co-Holders who recognize having read, understood and accepted the Framework Agreement in its entirety.

#### 3.5.2 Opening of a Payment Account for a minor

Subject to the express written permission of his/her legal representative, a minor under the age of eighteen (18) years old may open a Payment Account.

For this purpose, the required identification documents will be those of the legal representative having given his/her express and written authorisation, those of the minor, as well as a document which serves as evidence of authority (family record, court decision conferring the power of representation).

#### 3.5.3 Occasional customer

The occasional customer is the “visiting” customer who requests the intervention of Lemonway to execute an individual Payment Transaction or several Payment Transactions with a link between them subject to the limits applicable by Lemonway. Transactions carried out by an occasional customer will not be subject to the opening of a Payment Account.

Lemonway recalls that the specific regime for occasional customers is only applicable to a certain type of clientele and activity.

Acceptance of this Framework Agreement does not lead to an entry into a business relationship and the opening of a Payment Account in the event that the specific regime for occasional customers is applicable.

Lemonway reiterates that if the applicable Payment Transaction limits are exceeded, the opening of a Payment Account will be required in order to carry out new Payment Transactions.

## **4. CREDITING THE PAYMENT ACCOUNT**

### **4.1 Funding the Payment Account**

The Account Holder may proceed to fund his/her Payment Account by the payment methods made available by the Lemonway Partner.

When funding the Payment Account with a credit card, Lemonway applies a strong authentication (3D Secure or any technical norm in force). Exceptions may be applicable depending on the nature of the Payment Transaction, the level of risk of the Payment Transaction, the amount, the recurring character and of the mean used to perform the Payment Transaction.

When funding the Payment Account with a bank transfer, these Payment Transactions shall be made to the benefit of a bank account opened in the name of Lemonway. Lemonway shall then credit the corresponding funds, once received, into the Payment Account.

When funding the Payment Account by cheque (France only), Lemonway handles the cashing of such cheque, provided the following criteria are met:

- the cheque must be issued by a French bank;
- the cheque must be payable to the order of Lemonway;
- the cheque must contain the beneficiary's Payment Account ID and the Partner's name.

Any non-compliance with the cashing procedure may extend the processing time or impede the cashing of the cheque.

When funding the Payment Account by direct debit order (SEPA Core and B2B), this funding is subject to the signature of a SEPA direct debit mandate by the Payer or the Account Holder, that authorizes Lemonway to debit the Payer or the Account Holder.

If the currency of the Payer's bank account is not the same as the currency of the beneficiary's Payment Account towards which the funds are transferred, exchange fees shall be charged by the PSPs. It is up to Lemonway's Partner and to the PSP of the Payer to inform the Payer before any acquiring of the Payment Order, of the exchange rate and the applicable fees.

For security reasons, Lemonway may refuse or cancel the registration of the payment method used by the Account Holder.

Lemonway sets payment limits in the interest of protecting the Account Holder and complying with the regulations in force regarding Payment Services. Single limits, per day, per month and per year, as well as all forms of restrictions (in particular regarding

the strong authentication of the Account Holder) are applied by Lemonway to fight against fraud.

The Account Holder is informed that any Payment Transaction that may result in exceeding the applicable limits will automatically be rejected by Lemonway.

Any Transaction by credit or debit card, which is the subject of a non-payment, rejection or objection will have its amount automatically be deducted by Lemonway from the net balance of the Payment Account. If the net balance is insufficient, Lemonway is entitled to use all remedies against the Account Holder to recover the amount due. In addition, Lemonway will be entitled to refuse to execute all future payments made using the card that gave rise to the incident.

Lemonway also debits the Account Holder's Payment Account for the Payment Transactions that were rejected and other penalties that may be issued by the acceptance networks.

#### **4.2 Lead time for the recording of funds on the Account**

Lemonway will record the funds resulting from the purchase of a Payment Transaction by credit card or bank transfer as soon as possible and no later than the end of the Business Day in which the funds are received by Lemonway.

The lead time for recording funds on the Account may be longer if other payment methods made available by Lemonway are used.

For security reasons, the recording lead time may be longer in the event of suspicion of fraud pending the provision of additional information by the Account Holder or any other third party concerned.

## **5. DEBITING A PAYMENT ACCOUNT BY TRANSFER**

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

Lemonway provides a payment service allowing Account Holders with a Payment Account to instruct Lemonway to execute a transfer provided that the Funds in the Account are greater than the total amount of the transfer (including costs). In case of insufficient Funds, the Payment Order will automatically be rejected.

The Funds available are the net balance of the Payment Account excluding the Funds frozen and the Transactions in progress. The amount of the Funds frozen is determined by Lemonway to cover any reversals arising from the dispute of a Payment Order. Such a dispute may occur within a period of thirteen (13) months from debiting the Account for the Transaction.

The Payment Order may be made either to the attention of another Payment Account opened in Lemonway's books, or to the attention of a bank account in the Account Holder's name opened in the books of an authorized third-party PSP.

The Payment Order must include the following information:

- the amount in euros or in a foreign currency;
- The first name and surname of the Beneficiary;
- the number of his/her bank account opened in the third-party PSP's books.

The Account Holder acknowledges that if the currency of the Payment Account differs from that of the Beneficiary account to which the funds will be transferred, exchange rate fees will be charged by the Beneficiary's PSP. It is the responsibility of the Lemonway Partner and the Beneficiary's PSP to inform the Beneficiary of the exchange rate charged, fees and deadlines, before any acquisition of a transfer order. This information must be sent to the paying Account Holder by the Partner.

Lemonway cannot be held responsible if the bank details provided for transfer requests are incorrect or not updated.

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

The Payment Order validly given by an Account Holder is irrevocable for the Account Holder. The Account Holder will not be able to request cancellation of the Payment Order.

However, Lemonway may block any Payment Order in the event of a suspected fraud or violation of anti-money laundering and combating the financing of terrorism (AML-CFT) applicable rules.

Payment Orders are subject to the prior consent of the Payer or the Account Holder. In the absence of such consent, the Transaction or series of payment Transactions shall be deemed not authorised.

The consent may be withdrawn by the Payer as long as the Payment Order has not acquired a character of irrevocability in accordance with the provisions of article L. 133-8 of the French Monetary and Financial Code.

When the Payment Transaction is initiated by the Beneficiary or by the Payer who gives a Payment Order through the Beneficiary, the Payer cannot revoke the Payment Order after having transmitted the Payment Order to the Beneficiary or given the Beneficiary his/her consent to execute the Payment Transaction.

Consent to execute a series of Payment Transactions may also be withdrawn, with the effect that any subsequent Transaction shall be deemed unauthorised.

## **5.3 Amounts of ceilings and applicable limits**

Any Payment Transaction that is likely to exceed the limits applicable to the amount of the cumulative monthly payments will automatically be rejected by Lemonway.

Other ceilings or Payment Order blockages may be activated at any time by Lemonway in case of a risk of fraud.

Lemonway reserves the right to reverse a Payment Transaction if the transaction to transfer funds by credit or debit card used to credit the Payment Account in order to complete the transaction is rejected or cancelled by the PSP issuer of the card.

#### **5.4 Lead time for executing orders**

The maximum execution times for Payment Services, in accordance with the decree of 29 July 2009, applying article L. 133-13 of the French Monetary and Financial Code, are as follows:

- a Payment Transaction initiated on a Business Day will be executed by Lemonway no later than the following Business Day if it is made in euros for the benefit of a credit institution located in a Member State of the European Union;
- a Payment Transaction initiated on a Business Day will be executed by Lemonway no later than the end of that Business Day if it is made in euros for the benefit of another Payment Account.

### **6. REPORTING – STATEMENTS**

All Payment Transactions are included in a statement established in real time for each Payment Account.

The Account Holder will have access to the Payment Account statements showing all the Payment Transactions debited and credited to this account via the Partner Service, if applicable.

The consultation period is maintained for two (2) years plus the current year. For the applicable regulatory periods, Lemonway will keep an electronic file of the records documenting the Payment Transactions carried out.

### **7. DURATION OF THE FRAMEWORK AGREEMENT AND EFFECTIVE DATE**

The Framework Agreement comes into force for an indefinite period at the moment of acceptance of these terms by the Account Holder.

The Account Holder has a period of fourteen (14) calendar days to waive the Framework Agreement free of charge, if it meets the conditions of article D. 341-1 of the French Monetary and Financial Code for legal entities or if he/she is a natural person. This period runs from the day the Framework Agreement is concluded, i.e., the day the Account Holder accepted these terms & conditions. During this cancellation period, the execution of the Framework Agreement may begin only at the express request of the Account Holder. The Account Holder expressly acknowledges and agrees that any payment instruction sent to Lemonway before the expiry of the cancellation period constitutes an express request by the Account Holder to execute the Framework Agreement. The Account Holder will not be entitled to cancel a payment instruction that he/she has given and confirmed during the cancellation period.

This right of cancellation may be exercised by the Account Holder without penalty and without giving reasons.

The Account Holder is obliged to notify his/her cancellation decision to the Partner who informs Lemonway. If the Account Holder does not exercise his/her right of cancellation, the Framework Agreement will be maintained in accordance with the provisions of these terms & conditions. To terminate the Framework Agreement, he/she will have to comply with the termination conditions of article 20.

## **8. CLAIMS**

### **8.1 Admissible claims**

Lemonway does not consider claims relating to the relationship between two Account Holders or between an Account Holder and a third party to be admissible. Only those relating to the absence or the improper performance of a Payment Transaction executed by Lemonway are covered by this article and by the Framework Agreement.

### **8.2 Means of claims**

The Partner has a favoured commercial relationship with the Account Holder. In this context and for any question, the Account Holder reaches out first and foremost with the Partner, the Partner being able to answer to the questions relating to the provision of Payment Services.

In cases where the Account Holder wishes (and in particular if the Partner is not able to answer to his/her request), the Account Holder can reach out directly to Lemonway in order to make a claim.

Claims (disputes, rights of objection, access and rectification) may be exercised free of charge on request sent to Lemonway through the claims form accessible at the following address : [www.lemonway.com/claim](http://www.lemonway.com/claim) or by mail to the following address:

LEMONWAY – Service Réclamation – 8 rue du Sentier, CS 60820, 75083 Paris  
CEDEX 2, France.

Any claim related:

- to information communicated by Lemonway pursuant to the Framework Agreement;
- to an error in the performance of the Payment Services or in its non-performance;
- an error in the debit for commission, tax or fees by Lemonway;

must be notified to Lemonway by the Account Holder as soon as possible after the date on which the Account Holder became aware of it or is presumed to have known of it or in any other longer period provided for by specific provisions or by law.

In accordance with ACPR recommendation 2016-R-02 dated 14 November 2016, an acknowledgment of receipt will be sent by Lemonway within a maximum period of ten days. Claims are processed within the timeframe provided in article L. 133-45 of the French Monetary and Financial Code.



### **8.3 Mediation**

In the absence of an amicable agreement, the Account Holder acting for non-professional needs can send a letter to an independent mediator, i.e., the Mediator of the AFEPAME, at 36 rue Taitbout 75009 Paris, to whom the matter can be referred free of charge in case of a dispute arising as a result of the application of these terms & conditions, without prejudice to other legal action.

### **8.4 Reimbursement of the Transactions improperly executed**

In accordance with article L. 133-25 of the French Monetary and Financial Code, the Payment Transactions initiated directly by the Beneficiary (direct debit) or those initiated through the Beneficiary (payment by card) may be disputed when there is a distortion between the amount authorized and the amount paid. This refers to Payment Transactions for which the exact amount of the payment was not indicated at the time of the execution of the Payment Transaction or those for which the amount that the Payer could reasonably expect was exceeded.

Lemonway proceeds to the reimbursement of the Payer within ten (10) Business Days following the receipt of the request carried out before the Partner and this request has to be presented within eight (8) weeks from the date the funds were debited.

Nonetheless, the Payer does not have the right to the reimbursement when he/she gave consent to the execution of the Payment Operation directly to Lemonway and, as the case may be, when the information relating to the future Payment Transaction have been provided to the Payer or put at his/her disposal as agreed upon, at least four (4) weeks in advance by Lemonway or the Beneficiary.

## **9. NOTIFICATIONS**

In the event that Lemonway makes major changes significantly affecting or modifying the Account Holder's daily use of the Payment Services, Lemonway notifies the Partner of any useful information on the evolution of the Payment Services. The Partner who has the commercial relationship with the Account Holder is responsible for informing the Account Holder within a reasonable timeframe following the notification of the Partner by Lemonway.

## **10. COSTS**

In consideration for the provision of the Payment Services to the Account Holder, Lemonway will receive a fee, the amount and conditions of which shall be determined between the Partner and Lemonway.

Lemonway informs the Account Holder that the Partner shall bear all the costs relating to the provision of the Payment Services.

## **11. SECURITY**

### **11.1 Notification obligation**

The Account Holder has the obligation to immediately inform Lemonway in the event of suspicious access or fraudulent use of his/her Payment Account or of any event likely to lead to such use, such as and not limited to: loss, accidental disclosure or misappropriation of its user information for the Payment Account or an unauthorised Transaction.

This notification must be made by sending an email to the following e-mail address: [alert.lcbft@lemonway.com](mailto:alert.lcbft@lemonway.com) and be confirmed in writing to the following address:

LEMONWAY – Financial Security Department – 8 rue du Sentier, CS 60820, 75083 Paris CEDEX 2, France.

### **11.2 Prevention**

Lemonway will do its utmost to prevent further use of the Payment Account. The Partner also has his/her own means of secure communication with the Account Holder under his/her own responsibility.

### **11.3 Use of cookies**

Lemonway informs the Account Holder that cookies may be used as part of the Payment Services. Above all, these cookies serve to improve the functioning of the Payment Services, particularly in terms of speed.

The Account Holder is informed that, in his/her browser settings, he/she may refuse cookies from Lemonway, but this may affect his/her use of the Payment Services.

### **11.4 Interruption of Payment Services**

Lemonway undertakes to use all reasonable means at its disposal to ensure round-the-clock service. Lemonway, however, does not guarantee continuous, uninterrupted access to the Payment Services. Therefore, Lemonway cannot be held responsible for any delay and/or total or partial inaccessibility to the Payment Services whenever they result from factors that are beyond the reasonable control of Lemonway.

The Account Holder is informed that Lemonway may occasionally interrupt access to all or part of the Payment Services:

- to allow for repairs, maintenance, or functionality enhancements;
- in case of suspicion of attempted hacking, embezzlement or any other risk of harm;
- on requests or instructions from authorised persons or competent authorities.

Lemonway cannot be held responsible in any way for any damages resulting from these suspensions.

Upon the normal resumption of service, Lemonway will make reasonable efforts to process pending Payment Transactions as soon as possible.

### **11.5 Objection to the security system**

The Account Holder may present an objection by contacting Lemonway through the claims form accessible at the following address: [www.lemonway.com/claim](http://www.lemonway.com/claim) or by phone at: +33 1 76 44 04 60.

The security system is understood as any measure for securing Payment Transactions and/or access to the Account Holder's account via the Partner Service, if applicable, in accordance with the regulations in force.

A record number for this objection is created and is kept for eighteen (18) months. At the written request of the Account Holder and before the expiry of this period, Lemonway will send him/her a copy of this objection.

Lemonway cannot be held responsible for the consequences of an objection that does not emanate from the Account Holder. The request to make an objection shall be deemed made on the date of actual receipt of the request by Lemonway or any person authorised by it for that purpose. In case of theft or fraudulent use, Lemonway is entitled to request a receipt or a copy of the complaint filed, from the Account Holder who undertakes to respond to it as soon as possible.

Lemonway will block access to the Payment Account.

## **12. RESPONSIBILITIES**

In accordance with article L. 133-22 of the French Monetary and Financial Code, Lemonway is responsible, subject to articles L. 133-5 and L. 133-21 of the French Monetary and Financial Code, for the proper execution of the Payment Transaction with regard to the paying Account Holder until receipt of the funds by the Beneficiary's third-party PSP. When Lemonway is responsible and at fault for a Payment Transaction that has been improperly executed, Lemonway shall promptly return the amount to the Payer and restore the debited account to the position that it would have been if the poorly managed Payment Transaction had not taken place.

The Account Holder, acting for non-professional purposes, who wishes to dispute a Payment Transaction that was not authorised by him/her, must contact customer service in accordance with article 8 as soon as possible after becoming aware of the anomaly and no later than thirteen (13) months following the recording of the Payment Transaction. In case of using the security system, the unauthorised Payment Transactions made prior to notification of the objection are the responsibility of the Account Holder acting for non-professional purposes, up to a limit of 50 euros, in accordance with article L. 133-19 of the French Monetary and Financial Code. However, Lemonway shall not incur liability in the event of fault by the Account Holder such as a voluntary failure or constituting serious negligence with respect to its obligations, sending the objection late or exercising bad faith. In case of misappropriation of its data or counterfeiting, the losses resulting from the Payment Transactions made before the objection by the Account Holder acting for non-professional purposes shall be borne by Lemonway, except in case of fault as defined above. Payment Transactions carried out after the objection of the Account Holder acting for non-professional purposes shall be borne by Lemonway except in case of fraud.

Lemonway is not entitled to cancel an irrevocable Payment Order at the request of the Account Holder.

In no event shall Lemonway be liable for consequential damages, such as commercial harm, loss of clientele, any business disturbance, loss of profit, loss of brand image suffered by an Account Holder, or by a third party, which could result from the Payment Services provided by Lemonway. Any action directed against an Account Holder by a third party shall be considered indirect damage, and therefore shall not give entitlement to compensation.

Unless otherwise provided in these terms & conditions or mandatory laws and without prejudice to other causes of exclusion or limitation of liability provided herein, Lemonway shall not be held responsible in any way for any damage caused by a case of force major event or event beyond its control or any measure taken or legislation adopted by the French or foreign authorities. A case of force majeure or an event out of its control may consist of, but is not limited to: a power failure, fire or flood, a strike by its staff or one of its subcontractors or suppliers, malfunction of the inter-bank systems or payment by credit card malfunction, disturbance of public order, third-party negligence, as defined by case law and legal opinion, such as those responsible for the delivery of electricity, telecommunication or hosting services.

### **13. PROTECTION OF CLIENT FUNDS**

Lemonway will keep the available funds credited to the Account Holder's Payment Account at the end of the Business Day following the day when the funds have been received, in a client-money account opened with Lemonway partner banks in accordance with article L. 522-17 of the French Monetary and Financial Code.

### **14. DEATH – INACTIVE PAYMENT ACCOUNT – PROXY**

#### **14.1 Death**

In case of death of the Payment Account Holder, Lemonway must be notified as soon as possible by the rights-holders or their representative. If this notice is given verbally, it must be confirmed in writing. Upon receipt of this written notice, Lemonway shall ensure that no new Payment Transaction is executed and will close the Account.

If the Funds that Lemonway holds in the name of the deceased is greater than the costs to close the account, the Beneficiaries may be refunded only in the event that they or their representative produce evidence, according to the applicable legislation, establishing the distribution of the estate and any other document that Lemonway may deem necessary.

In the absence of transfer for any reason whatsoever, including the failure to produce relevant documents to Lemonway, the provisions of article 14.2 of these terms & conditions shall apply to the Funds.

#### **14.2 Inactive account**

A Payment Account is deemed to be inactive if:

1. a) the Payment Account has not been the subject of any Payment Transaction for a period of twelve (12) months, except for debit entry by Lemonway, taking into account all types of fees and commissions, and  
b) the Account Holder, its legal representative or the person authorised by the Account Holder has not come forward in any form whatsoever with Lemonway;  
or
2. at the end of a period of twelve (12) months following the death of the Account Holder. The Account Holder and its successors are hereby informed of the consequences related thereto.

The money entered in the inactive Payment Account is deposited with the *Caisse des Dépôts et Consignations* at the end of a period of ten (10) years from the date of the last Payment Transaction, excluding the entry of debits by Lemonway, taking into account all types of fees and commissions; except in the event of the death of the Account Holder, in which case the money registered in the inactive Payment Account shall be deposited with the *Caisse des Dépôts et Consignations* after a period of three (3) years following the date of the Account Holder's death.

Fees will be charged for any reminder and notification sent by Lemonway to the Account Holder or the Partner. In case of an inactive account and after Lemonway has sent a reminder and notification, a management fee will be applied.

#### **14.3 Power of attorney**

The Account Holder may, under his/her sole responsibility, give a person the power to use his/her Payment Account to make the Payment Transactions as defined in the power of attorney. The power of attorney shall take effect only upon receipt and acceptance of the duly completed form by Lemonway. The power of attorney will be notified by any means. It shall automatically cease upon the death of the Account Holder. It may be revoked at the initiative of the Account Holder who shall inform the proxy and Lemonway by registered letter with acknowledgment of receipt. The termination shall take effect on the date of receipt of the notice by Lemonway. The Account Holder shall remain bound by the Payment Transactions initiated on his/her behalf until that date by the designated proxy.

The Account Holder expressly waives Lemonway's professional secrecy with respect to the Payment Account data in respect of the proxy designated by the power of attorney.

## **15. INTELLECTUAL PROPERTY**

No intellectual property rights relating to the use of the Payment Services or the services rendered by Lemonway shall be transferred to the Account Holder under these terms & conditions.

The Account Holder undertakes not to infringe the rights held by Lemonway, in particular by prohibiting any reproduction, or adaptation of all or part of the intellectual and material elements of Lemonway and its accessories, and whatever the support, current and future.

Lemonway has full and complete ownership of all the rights relating to the software used to carry out the Payment Services. They are part of its confidential information regardless of whether or not certain components may be protected in the current state of the law by an intellectual property right.

Lemonway's software and, as applicable, its documentation, is recognised by the Account Holder as intellectual work that the Account Holder itself and the members of its staff undertake to consider as such by refraining from copying or reproducing said software and documentation, translating them into any other language, adapting them, distributing them for free or for a fee, or adding anything to them that does not conform to their specifications.

The brand "Lemonway" is the property of Lemonway. The Account Holder undertakes not to delete the mention of the "Lemonway" brand on any item supplied or made available by Lemonway, such as software, documentation or an advertising banner.

## **16. CONFIDENTIALITY**

The Account Holder undertakes to adhere to the strictest confidentiality regarding all the techniques, commercial or of any other nature, of which he/she becomes aware as part of executing the Payment Service.

This confidentiality obligation will remain in effect for the duration of the subscription to the Payment Service and for three (3) years following the termination date of the Framework Agreement. This confidentiality obligation does not apply to information that is or becomes publicly available independently of the Account Holder.

The Parties acknowledge that the Payment Transactions are covered by professional secrecy pursuant to article L. 522-19 of the French Monetary and Financial Code.

## **17. COLLECTION AND PROCESSING OF PERSONAL DATA**

In accordance with the General Data Protection Regulation adopted by the European Parliament on 14 April 2016, and the Data Protection Act of 6 January 1978, as amended, Lemonway informs the Account Holder:

### **17.1 Identification of the data controller**

Lemonway SAS, registered office located at 8 rue du Sentier, 75002 Paris, France,  
Tel: +33 1 76 44 04 60.

### **17.2 Data Protection Officer**

The Account Holder may contact the Data Protection Officer at the following e-mail address: [dpo@lemonway.com](mailto:dpo@lemonway.com)

### **17.3 Purposes of data processing**

In the context of operation of the Partner Service and the services provided by Lemonway, the processing of personal data is intended to manage the customers, the creation and management of accounts, management of the contracts, management of cancellations, management of disputes, Website management, mailing, communications, the anti-money laundering and combating the financing of terrorism, KYC, development of statistics with the aim of improving the Lemonway tools, the management of requests concerning the rights of people, implementation of the Partners, support management.

#### **17.4 Nature of the data**

Lemonway directly and indirectly collects the following categories of data concerning its users:

- Civil status, identity, identification, etc.;
- Data relating to career (CV, schooling, vocational training, etc.);
- Economic and financial information (income, financial situation, tax situation, etc.);
- Connection data (IP addresses, event logs, etc.).

#### **17.5 Source of the data**

Lemonway collects personal data directly through a contract, a legal obligation, the consent of the person or the legitimate interest of the company.

Lemonway also collects personal data indirectly in order to comply with the anti-money laundering and anti-terrorist financing regulations.

#### **17.6 Consent of the person**

When the person has consented to having his/her personal data collected, the latter may withdraw his/her consent, if the legal grounds for data collection do not exist anymore. The Account Holder may withdraw his/her consent via the address [dpo@lemonway.com](mailto:dpo@lemonway.com)

Lemonway informs that such withdrawal will result in the closing of the Account.

#### **17.7 Legitimate interest in data processing**

When Lemonway collects and uses personal data of its Partners' representatives based on the legitimate interest, the purpose is to prospect for new Partners.

#### **17.8 Scoring**

Scoring is only implemented in the context of the anti-money laundering and combating the financing of terrorism and the fight against fraud.

#### **17.9 Recipients of the data**

The recipients of the personal data are those employees authorised within Lemonway, the supervisory authorities, the partners of Lemonway and its subcontractors. Personal data may also be disclosed by application of a law, regulation or by a decision of a competent regulatory or judicial authority.

#### **17.10 Duration of storing the data**

The personal data collected by Lemonway shall be kept for the time necessary for the purpose for which it is processed. Beyond this storage period, the data becomes intermediate archives or is made anonymous and kept for statistical and historical purposes.

Purges concerning personal data are set up to verify the effective deletion as long as the storage or archiving period necessary for fulfilling the specified or imposed purposes is achieved.

#### **17.11 Rights of persons**

In accordance with the provisions in force, the Account Holder has rights regarding his/her personal data, which he/she can exercise by writing to the DPO at postal address mentioned in point 17.1 or sending an email to [dpo@lemonway.com](mailto:dpo@lemonway.com)

##### *Ø Right of access*

The Account Holder has the right to access the personal data concerning him/her. However, for security and confidentiality reasons, the request can only be processed if the Account Holder provides proof of his/her identity.

Lemonway can object to or bill for clearly abusive requests (large number of requests, requests of a repetitive or systematic nature).

##### *Ø Right of rectification*

The Account Holder has the right to request rectification of his/her personal data when it is inaccurate, erroneous, incomplete or obsolete.

##### *Ø Right to limitation*

The Account Holder has the right to request limitation of his/her personal data. When the right to limitation is requested, Lemonway will only be able to store the data. No other operation shall take place.

##### *Ø Right to portability*

The Account Holder reserves the right to request that the personal data that he/she has provided to Lemonway be returned to him/her in a structured, commonly used and machine-readable format for transmission to another data controller. This right can only be used if the data processing is based on the consent of the person concerned or based on a contract.

##### *Ø Right of objection*

The Account Holder may object to the use of his/her data in two situations:

- For legitimate reasons;
- In cases of using the data collected for commercial purposes.



### *Ø Right to deletion*

The Account Holder has the right to request that his/her data be deleted as soon as possible if one of the reasons of paragraph 1 of article 17 of the General Data Protection Regulation applies.

If the Account Holder's data has been passed on to other entities, the "right to be forgotten" mechanism shall be activated: Lemonway shall take all reasonable steps to inform the other entities that the data subject has requested the deletion of any link to his/her personal data, or any copy or reproduction thereof.

### *Ø Post-mortem right*

The Account Holder has the right to define guidelines concerning the personal data of the Account Holder after his/her death. If necessary, the Account Holder's heirs may require that the death be taken into account or that updates be made.

### **17.12 Response time**

Lemonway undertakes to respond to requests for personal access data or the exercise of a right within one (1) month from receipt of the request.

### **17.13 Data transfer**

Lemonway uses authorised service providers located inside and outside the European Union.

In the event of transfer to a third country, Lemonway shall comply with the General Data Protection Regulation by using partners or subcontractors providing adequate safeguards through a suitable procedure, standard contractual clauses or internal corporate rules.

### **17.14 French National Data Protection Agency (CNIL)**

If the Account Holder considers that Lemonway is not complying with its obligations under the French Data Protection Act and the General Data Protection Regulation, the account holder may lodge a complaint or a request with the competent authority. As Lemonway's head office is located in France, the competent authority is the *National Commission Informatique et Libertés* (French National Data Protection Agency). The Account Holder has the right to contact the French National Data Protection Agency electronically via the following link: [www.cnil.fr/fr/plaintes/internet](http://www.cnil.fr/fr/plaintes/internet).

## **18. AGREEMENT ON EVIDENCE**

Communications made via e-mail are modes of communication validly admitted as evidence by the Account Holder and Lemonway.

All information stored in Lemonway's computer databases relating to Payment Orders and Payment Transactions, has, unless proven otherwise, the same probative value as a written document in paper form, both with regard to its content as regards the date and

time when the information is made and/or received. This unalterable, safe and reliable tracking is engraved and stored in Lemonway's computer systems.

The Lemonway documents reproducing this information, as well as the copies or reproductions of documents produced by Lemonway have the same probative value as the original, until proven otherwise.

## **19. BLOCKING AND FREEZING OF THE ACCOUNT**

### **19.1 Blocking the Payment Account**

The temporary and immediate suspension of a Payment Account may be declared by Lemonway for any reason, at the discretion of Lemonway, and in particular:

- If the Account Holder has not complied with the provisions of the Framework Agreement;
- If the Account Holder has provided Lemonway with inaccurate, outdated or incomplete identification data;
- In the event of a significantly increased risk of incapacity by the Account Holder to fulfil his/her payment obligation;
- In case of receipt by Lemonway of a large number of refunds, non-payments, cancellation of Orders or disputes for unauthorised Payment Transactions.

This decision shall be communicated by Lemonway to the Partner via its management tool and the Partner notifies the Account Holder by any means. Since suspension of the Payment Account is intended to protect the Account Holder, it shall not in any case give rise to the payment of damages to the latter.

Reactivation of the Payment Account will be at Lemonway's discretion, based on additional information or documents which may be requested.

Depending on the seriousness of the breach of the Framework Agreement and, in particular, if the Payment Account is used for illicit purposes or contrary to common decency, Lemonway reserves the right to terminate the Framework Agreement in accordance with the provisions of article 20.

Lemonway reserves the right to apply penalties and management fees to the Account Holder and claim damages from the Account Holder.

### **19.2 Freezing of the Payment Account**

In application of the screening measures used by Lemonway (based in particular on the internal sanctions and politically exposed persons lists), a Payment Account may be frozen immediately by Lemonway in case of risk of fraud, money laundering or financing of terrorism or risk that may affect the security of the Payment Account. This decision shall be communicated by Lemonway to the Partner via its management tool and the Partner notifies the Account Holder by any means, to the extent allowed by applicable regulation.

The Payment Account may be unfrozen after complete due diligence of Lemonway's AML-CFT team, and the funds shall be handled in accordance with the measures provided by the French Treasury Department.

## **20. TERMINATION OF THE FRAMEWORK AGREEMENT**

### **20.1 General Framework**

The Account Holder may terminate the Framework Agreement *ipso jure* which will entail closing his/her Payment Account by any means after complying with a (1) one-month notice period. The Account Holder must maintain sufficient Funds to ensure successful completion of the pending Payment Transactions during the time necessary for settling them and payment of the fees owed by the Account Holder.

Lemonway may automatically terminate the Framework Agreement which will entail closing the Payment Account by registered letter with acknowledgment of receipt following a (2) two-month notice period.

In the event of a serious breach by a Party, the Framework Agreement may be terminated with immediate effect. Serious breach by the Account Holder is understood as: communication of false information; exercise of unlawful activity, contrary to common decency, money laundering or terrorist financing; threats against Lemonway's employees or the Partner's employees; failure to pay; breach of an obligation by the Account Holder hereunder; termination of the relationship between the Account Holder and the Partner; termination of the relationship between the Partner and Lemonway; over-indebtedness or, for legal entities, appointment of an ad-hoc representative, an insolvency administrator, initiation of insolvency or liquidation proceedings. Serious breach by Lemonway is understood as: communication of false information; breach of an obligation hereunder; appointment of an ad-hoc representative, an insolvency administrator, initiation of insolvency or liquidation proceedings.

In the event of a change in the applicable regulations and the interpretation made thereof by the relevant regulatory authority, affecting the capacity of Lemonway or its employees to execute the Payment Transactions, the Framework Agreement will automatically be terminated.

The Account Holder will no longer be able to send a Payment Order as of the effective date of the termination. The Account may be kept open for a period of thirteen (13) months to cover any disputes and subsequent claims. Payment Transactions initiated before the effective date of termination will not be affected by the request for termination and must be executed under the terms of the Framework Agreement.

The termination of the Framework Agreement shall result in the definitive closure of the Payment Account. Closing a Payment Account may not give rise to any compensation, whatever may be the damage caused by the closing of this Payment Account. Unless expressly agreed by Lemonway, the Account Holder whose Account has been closed by Lemonway is not authorised to open another Payment Account. Any Payment Account opened in violation of this provision may be immediately terminated by Lemonway without notice.

The Funds on the Payment Account object of the closure will be entitled to a transfer payable to the Account Holder of said account, according to the instructions of the latter and subject to (i) the pending Payment Transactions and any subsequent non-payments, bank refusals or objections and (ii) the regulation applicable to frozen assets as provided by the French Treasury Department. If a successor is appointed by Lemonway, the Account Holder might be asked to close his/her Payment Account and transfer the Funds to a new account opened in the books of the institution appointed as the successor.

Lemonway reserves the right to claim compensation from the court for damages it may have suffered as a result of the violation of the Framework Agreement. The closing of the Payment Account may give rise to costs within the limits of article L. 314-13 of the French Monetary and Financial Code.

## **20.2 Specific regime of the Joint Account**

In the specific case of a Joint Account, termination must be requested under the same conditions by all Co-Holders.

However, if only one of the Co-Holders wishes to terminate the Framework Agreement, this Co-Holder submits this request by any means to the Partner which informs Lemonway.

The Joint Account is then transformed into an undivided Payment Account, which means that the Payment Account will only operate under the joint signatures of all the Co-Holders, as the undivided Payment Account does not have active solidarity. The passive solidarity liability subsists. Each Co-Holder thus remains personally liable to Lemonway for all debts relating to the use of the Joint Account. This transformation takes place within one (1) month from the reception date of the request by Lemonway.

In order to protect all Co-Holders, Lemonway suspends outgoing transfers upon receipt of the Joint Account denunciation by one of the Co-Holders, pending the allocation of the credit balance by all Co-Holders. When Lemonway receives the details of the credit balance allocation by the Co-Holders, Lemonway proceeds with a transfer to the benefit of each Co-Holder designated as the beneficiary of the amounts.

The Co-Holder who terminates the Framework Agreement undertakes to inform the other Co-Holder(s) of the Joint Account.

The other Co-Holders who wish to continue to benefit from the Payment Services must conclude a new Framework Agreement for Payment Services.

## **21. AMENDMENT TO THE FRAMEWORK AGREEMENT**

The provisions of the Framework Agreement may be amended or supplemented at any time, in particular with a view to complying with any legislative, regulatory, jurisprudential or technological developments.

Any proposed amendment to the Framework Agreement shall be communicated to the Account Holder in writing on paper or on another durable medium no later than two (2) months before the proposed effective date for its entry into force.

In the absence of a written objection by registered letter with acknowledgment of receipt sent to Lemonway by the Account Holder before the expiry of this (2) two-month period (which entails immediate termination of the Framework Agreement), the latter shall be deemed to have accepted these amendments. Said request shall not affect all the debits (fees, contributions, payment) for which the Account Holder remains liable.

## **22. GENERAL INFORMATION**

Should administrative formalities be necessary for the execution of this Framework Agreement, Lemonway and the Account Holder shall provide each other mutual assistance for the regularisation of these formalities.

If any of the non-substantive provisions of the Framework Agreement are void under a legal rule in force, it shall be deemed unwritten, but will not invalidate this Framework Agreement.

The fact that one of the Parties does not claim a breach by the other Party of any of the obligations referred to herein shall not be construed, for the future, as a waiver of the obligation in question.

In the event of conflict of interpretation between any of the titles and any of the clauses of the terms & conditions, the titles shall not be taken into account.

This Framework Agreement has been drafted in French and English, and then translated in other languages for information purposes only. In the event of a conflict of interpretation, the French and English versions of the Framework Agreement shall prevail on any other existing translation.

## **23. APPLICABLE LAW AND JURISDICTION**

This Framework Agreement is governed by French law.

Unless otherwise required by law, any dispute relating to the performance, interpretation or validity of this Framework Agreement shall be brought before the competent courts and tribunals, and otherwise, before those of Paris.

## **TRANSLATIONS**

Those other translations are available on [www.Lemonway.com](http://www.Lemonway.com), for information purposes only :

[German version](#)

[Spanish version](#)

[Italian version](#)

