

In case you are required by NoviCap Ltd to open an account with Lemon Way for payment services, the account is governed by the following agreement:

**PAYMENT SERVICES FRAMEWORK AGREEMENT**  
**GENERAL TERMS AND CONDITIONS OF USE OF PAYMENT SERVICES**  
**MARKETPLACE**  
**2017 VERSION**

Concluded between

The Account Holder on one hand

and,

LEMON WAY, a simplified joint stock company [société par actions simplifiée – SAS], registered under the SIREN number 500 486 915, with capital of 867.169,89 euros and registered office located at 15 rue de la Beaune, 93100 Montreuil, in France, (hereinafter referred to as 'LEMON WAY'), registered with the ACPR, France, website <http://acpr.banque-france.fr/>) 61 rue Taitbout 75009 Paris, as a hybrid Payment Institution, under the number 16 568 J, on the other hand.

**NOTICE**

The payment services Framework Agreement is formed of these General Terms and Conditions of Use and the pricing conditions included in Appendix A.

These documents form an indivisible package and govern the Conditions of Use to be abided by Account Holders when using the payment Services provided by LEMON WAY.

In order to keep a copy of these documents, the Account Holder may, at any time, consult them, reproduce them, store them on their computer or any other device, send them by email or print them on paper. They may also request that a copy be sent to their address, free of charge, by LEMON WAY.

In accordance with applicable law, it is possible, at any time, to check LEMON WAY's authorisation as a payment institution on the [regafi.fr](https://regafi.fr) website. LEMON WAY's internet site, as a payment institution, is as follows: [www.lemonway.com](https://www.lemonway.com)

## **1 – SUBJECT**

These “General Terms and Conditions of Use of Payment Services” may, at any time, be consulted on LEMON WAY's website (<https://www.lemonway.com>). The aforementioned conditions govern the way in which LEMON WAY opens a Payment Account for an Account Holder and provides its payment services. Account Holders should read said conditions carefully before accepting them.

## **2 – DEFINITIONS**

When the first letter of the terms used in these General Terms and Conditions of Use take a capital letter, regardless of whether they are in singular or plural form, they are taken to mean the following:

- **Beneficiary:** legal or moral entity appointed by the Account Holder as the recipient of a transfer originating from their Payment Account. The Beneficiary must have an account opened with a third-party payment services provider. The Beneficiary may be the Account Holder.
- **Framework Agreement:** a payment services Framework Agreement as defined in article L.314-12 of the French Monetary and Financial code, concluded between LEMON WAY and the Account Holder, comprising these General Terms and Conditions of Use and the pricing conditions included in Appendix A.
- **Payment Account:** an account opened with LEMON WAY in order to record ingoing and outgoing payment Transactions, the fees owed by the Account Holder and any chargebacks related to these Transactions, as well as to settle said amounts on the date of their recording in order to produce a net balance.

- Payment Transaction: an action involving the wiring, transfer or withdrawal of funds from or to a Payment Account, regardless of any underlying obligation between the payer and the Beneficiary.
- Payment Order: approval from the Account Holder granted in accordance with the customised plan and procedures agreed between the Account Holder and LEMON WAY, in order to authorise a payment Transaction.
- Partner: a trading company operating from the Partner Website, appointed as an agent by LEMON WAY.
- Provision: amount available as credit on a Payment Account that may be allocated to the execution of future payment Transactions, as determined by LEMON WAY after taking into account pending payment Transactions and blocked fund amounts, set out in article 5.
- Third-party payment services provider: a payment services provider, approved by a competent authority within the European Economic Area, that has opened a bank or Payment Account for the Account Holder.
- Payment Services: services provided by LEMON WAY under the Framework Agreement, including the execution of transfers and the acquisition of payment orders by card and bank transfer, as well as the cashing of cheques.
- Internet Site: Refers to the website <https://www.lemonway.com/>, through which LEMON WAY provides its payment Services.
- Partner Website or Website: Refers to the website and/or application operated by the Partner to enable people, the details of whom are indicated in the Open an Account form, to participate in crowdfunding or make donations.
- Account Holder: Person or entity with a Payment Account that enables them to pay and/or receive crowdfunding or donations.

### **3 – OPENING A PAYMENT ACCOUNT**

The Account Holder must comply with the conditions of opening an account, as described below.

#### **3.1 – Account Holder's Prior Statement**

The Account Holder, a moral or natural person of legal age and capacity, expressly states that they are able and/or have received the necessary authorisation to use the payment Services provided by LEMON WAY and guarantees the latter against any liability resulting from a false statement.

The Account Holder declares that they are acting on their own behalf. The Account Holder must use the services provided by LEMON WAY in good faith, solely for legal purposes and in accordance with the provisions of the Framework Agreement.

The Account Holder, a natural person, states that they are a resident in France or the European Economic Area.

The Partner states that they are registered to operate and market its business in France or in a member State within the European Economic Area, pursuant to LEMON WAY's approval.

For any other country of residence or registration, LEMON WAY may still inspect the request to open a Payment Account in order to ensure its compliance with the geographic scope of its accreditation.

The list of countries in which LEMON WAY is authorised to operate as a Payment Institution is available, at all times, on the website <https://www.regafi.fr>.

The Account Holder states that they meet the VISA and MASTERCARD rules, particularly with regard to their commercial activity. Upon entering into a business relation, the Partner is provided with a business declaration and risk classification form, which they then sign. The Partner's business must be legal at all times and match the nature of business declared in the aforementioned form. All commercial activities that LEMON WAY does not accept, including those that are legal, are listed on the aforementioned form.

### 3.2 – Communication of identification documents

A new customer, as a legal entity, wishing to become a Payment Account Holder, must provide the following information required from the very first Euro:

- A description of the business,
- A K-BIS document or equivalent under foreign law,
- The company statutes, certified as true copies by the managing partner,
- A proof of identity and address from the officer who signed the Framework Agreement,
- The list of people in possession of more than 25% of the company's capital.

A new customer, in the form of an association wishing to become a Payment Account Holder, must provide the following information required from the very first Euro:

- A copy of a valid, legible form of identity, deemed acceptable by LEMON WAY, from the officer who signed the Framework Agreement.
- A proof of address from the signee dated less than 3 months (bill from a utility company, landline telephone operator or ADSL/cable TV provider or tax payment receipt received within the last 3 months, or a rent receipt including the lessor's full details),

- A copy of the association's activity authorisation,
- The association's statutes.

A new customer, in the form of a natural person, wishing to become a Payment Account Holder, must provide the following information required from the very first Euro:

- A copy of a valid, legible form of identity, deemed acceptable by LEMON WAY, such as an identity card or passport.
- A proof of address from the signee dated less than 3 months (bill from a utility company, landline telephone operator or ADSL/cable TV provider or tax payment receipt received within the last 3 months, or a rent receipt including the lessor's full details),

It is duly specified that any new customer or Account Holder may be requested to provide the following documents:

- Prior to certain transfers being debited from the Payment Account, a copy of the 1st page of the bank statement, confirming the bank identification information for the Beneficiary's account.
- Beyond a certain threshold, a copy of a second form of identity.

The Account Holder may authorise a third party, either in writing or on a durable medium, to communicate these documents to LEMON WAY on their behalf. They will use the Open an Account form to indicate the legal name of the trading company appointed for this purpose. LEMON WAY reserves the right to request any other document or additional information that may be required to carry out the necessary checks and ensure compliance with legal obligations, including those involving anti-money laundering.

The Account Holder accepts that the Partner Website may be used to send these documents to LEMON WAY by email (emails sent to [justificatif@lemonway.com](mailto:justificatif@lemonway.com)), by digital transmission and upload onto LEMON WAY's computer systems, or by post to the address of the headquarters indicated on the first page.

### 3.3 – Terms of signature of the Framework Agreement

The form for opening a Payment Account must be signed by the Account Holder after they have read and understood the terms of the Framework Agreement. In doing so, the Account Holder may either insert their handwritten signature on a printed version and send it to LEMON WAY's headquarters by post, or use the electronic signature module provided on the Partner's Website. However, if the Account Holder is acting on behalf of a business, they may accept the Framework Agreement by any other means. In such a case, the Account Holder must have carefully read, understood and accepted the Framework Agreement in its entirety.

### 3.4 – Acceptance/refusal to open a Payment Account

LEMON WAY may refuse to open a Payment Account for any reason without having to justify their decision. Such a refusal shall not result in the payment of damages.

Subjected to the express and written authorisation of the legal representative, the minor under eighteen (18) years old may open a payment account.

The required identification documents shall be those of the legal representative who has given his or her express and written authorisation.

The Partner Website may inform the Account Holder by email of LEMON WAY's acceptance or refusal to open their Payment Account. As soon as their request to open a Payment Account has been accepted, the Account Holder will be able to log into the Partner's Website to check that their Payment Account is open.

## **4 – CREDITING A PAYMENT ACCOUNT**

### 4.1 – By cheque, bank transfer or card

As soon as the account has been opened in their name by a third party payment services provider, the Account Holder may begin paying money into its Payment Account by bank transfer, endorsed checks made payable to LEMON WAY or by bank card, with a view to transferring the funds by

credit transfer to the Payment Account of another Account Holder. These two payment Transactions are considered indissociable.

LEMON WAY may refuse to register a bank card or payment card or may, at any time, cancel the backup of such information as a security measure. In this case, the Account Holder must enter their bank card or payment card details each time they wish to pay money into their Account.

In order to protect the Account Holder, LEMON WAY sets credit ceilings, which may be more restrictive than the Account Holder's ceilings. LEMON WAY sets single ceilings per day, per month and per year, as well as all forms of restriction necessary to prevent fraud.

The Account Holder is hereby informed that any payment Transaction that is likely to surpass the ceilings applied will be automatically rejected by LEMON WAY.

For any Transaction made by bank or payment card that may entail an outstanding, rejected or blocked payment, LEMON WAY will automatically deduct the corresponding amount from the net balance of the Payment Account. If the net balance does not contain sufficient funds, LEMON WAY is authorised to use all necessary means against the Account Holder in order to recover the outstanding amount. Furthermore, LEMON WAY is entitled to refuse to carry out all future remittances made using the card that gave rise to the incident.

In addition, LEMON WAY will debit the Account Holder's Payment Account for rejected payment Transactions and other penalties that may be imposed by VISA or MASTERCARD.

#### 4.2 – Deadline for registering funds on the Account

LEMON WAY will register the funds resulting from the acquisition of a payment Order by card or credit transfer as soon as possible, and no later than by the end of the working day they were received by LEMON WAY, in accordance with article 4.1.

### 5 – DEBITING A PAYMENT ACCOUNT BY TRANSFER

#### 5.1 – Initiating a payment Order

LEMON WAY provides a payment service that enables Account Holders with a Payment Account to instruct LEMON WAY to carry out a transfer, on the condition that the Account Provision is greater

than the total transfer amount (fees included). In the event that the Provision is insufficient, the payment Order will be automatically refused.

The available Provision corresponds to the net balance of the Payment Account, excluding the blocked Provision and outstanding Transactions. The blocked Provision amount is determined by LEMON WAY in order to cover possible chargebacks arising from a stop payment Order. Such a stop payment order may take effect within 13 months of the debit being made on the Account.

The payment Order must include the following information:

- The amount in euros (€)
- The surname and forename of the Beneficiary;
- The number of the account opened with the Beneficiary's payment services provider.

The Account Holder recognises that the currency of its Payment Account is different to that of the Beneficiary's account, into which it is transferring the funds. As such, currency exchange charges will be deducted by the Beneficiary's payment services provider. The Partner and the Beneficiary's payment service provider are responsible for informing the Beneficiary of the fees and execution times before any acquisitions of Orders involving currency exchange charges are carried out. The Partner must communicate this information to the payer Account Holder

LEMON WAY shall not be held liable if the bank details sent for transfer requests are incorrect or not up to date.

## 5.2 – Irrevocability of a payment Order

In accordance with article 5.1, a payment Order effectively issued by an Account Holder is irrevocable once the single-use code has been entered, after which the Account Holder cannot request its cancellation.

It is hereby specified that the Account Holder may initiate a batch Order, including a transfer of funds by card (initiated in compliance with article 4.1 above) and a payment Order by transfer to the Payment Account of the Beneficiary selected on a given date. As explained in article 4.1, the payment Order will be deemed irrevocable as soon as the card details have been entered.

### 5.3 – Applicable ceiling amounts and limits

The Account Holder is subject to the following standard ceilings:

- If the Account Holder is a private individual, they are hereby informed that a ceiling of €2,500 euros may per calendar year and €250 per expenditure may be applied. In order to use their Payment Account for amounts exceeding these ceilings, LEMON WAY will ask the Account Holder to provide additional identification documents.
- If the Account Holder is a legal person, LEMON WAY will automatically request all the identification documents required prior to opening their Payment Account.

Any payment Transaction that risks exceeding the ceilings applied to the monthly accumulated payment amount will be automatically rejected by LEMON WAY.

In the event of a risk of fraud, LEMON WAY may, at any time, activate other ceilings or blocks applied to Orders.

LEMON WAY reserves the rights to reverse a payment Transaction if the transfer of funds made by bank or payment card for the purposes of crediting the Payment Account is rejected or cancelled by the card issuer.

### 5.4 – Execution times

In accordance with the decree of 29 July 2009 and under article L.314-2 of the Monetary and Financial code, the maximum execution times for payment services are as follows:

- If it is made out in euros and intended for a credit institution located in a European Union member state, a payment Transaction initiated on a given working day will be executed by LEMON WAY no later than the following working day;
- If it is made out in euros and intended for another Payment Account, a payment Transaction initiated on a given working day will be executed by LEMON WAY no later than said working day.

## **6 – REPORTING**

### **6.1 – By transaction**

When a payment Transaction is carried out, LEMON WAY or the Partner Website automatically sends a Transaction confirmation email to the Account Holder who initiated the payment Order. This email contains all information relating to the payment Transaction that was communicated to LEMON WAY, such as: the Beneficiary's identity, the payment Transaction description, amount, date and time, as well as the applicable payment conditions.

### **6.2 – Account statements**

All payment Transactions are displayed within an account statement, which is updated in real time for each Payment Account. The Account Holder may consult their account statement through the Partner Website.

The Account Holder will have access to the Payment Account statements, displaying all registered incoming and outgoing payment Transactions for this Account.

The consultation period lasts for two (2) years, in addition to the current year. LEMON WAY will keep all records and documents relating to the payment Transactions carried out on an electronic archiving medium for the statutory time limits.

## **7 – CONTRACT DURATION AND DATE OF EFFECT**

The Framework Agreement comes into effect for an indefinite period as soon as the Account Holder has accepted these terms and conditions.

If the Account Holder is a natural person or meets the requirements of article D 341-1 of the Monetary and Financial Code for legal entities, they have fourteen (14) calendar days to withdraw from the Framework Agreement, free of charge. This short time frame starts the day the Framework Agreement is concluded, that is to say the day the Account Holder accepts these General Terms and Conditions. Within this withdrawal window, the fulfilment of the Framework Agreement cannot

start unless expressly requested by the Account Holder. The Account Holder expressly acknowledges and accepts that any payment instruction they send to LEMON WAY prior to the expiration of this withdrawal window, constitutes an express request for the fulfilment of the Framework Agreement. The Account Holder will therefore not be entitled to cancel any payment instructions they send and confirm during this withdrawal window.

The Account Holder may exercise their right to withdraw without penalty or need for justification.

The Account Holder must notify LEMON WAY of their decision to withdraw by sending a registered letter with acknowledgement of receipt to LEMON WAY's headquarters before the end of the fourteen-day window. If the Account Holder does not exercise their right to withdraw, the contract shall be maintained in accordance with the provisions of these General Terms and Conditions. Beyond this point, in order to terminate the Framework Agreement, the Account Holder must follow the termination conditions specified in article 19-.

## **8 – COMPLAINTS**

LEMON WAY will not accept complaints pertaining to relations between Account Holders or between an Account Holder and a third party. This article of the Framework Agreement only covers complaints pertaining to the lack of or poor execution of a payment Transaction carried out by LEMON WAY.

Complaints (disputes, right to opposition, access and rectification, etc.) may be made freely, upon request and addressed to LEMON WAY at the email address: [reclamation@lemonway.com](mailto:reclamation@lemonway.com) or by written letter to the following address:

LEMON WAY

Complaints Department

14, rue de la Beaune

93100 Montreuil

Any dispute or request relating to:

- information communicated by LEMON WAY under the Framework Agreement,
- an error committed during the fulfilment of the payment Services or lack thereof,
- an error committed by LEMON WAY in the deduction of commission, tax or fees,

must be notified to LEMON WAY by the Account Holder as soon as possible after the day the Account Holder becomes aware or is believed to have become aware of such an event or within any longer time frame specified by special provisions or by law.

In accordance with the ACPR's 2011-R-05 recommendation of 15 December 2011, an acknowledgement of receipt will be sent within a maximum of ten (10) days. Complaints will be processed within a maximum of two months after receipt.

A complaints form is also available on our internet site: <http://www.lemonway.com/reclamation>

If an amicable agreement cannot be reached, the Account Holder, acting for non-professional purposes, may write to and approach an independent mediator to resolve disputes arising from this contract. The AFEPEME Mediator at 36 rue de Taitbout, 75009 Paris may be used without prejudice to other avenues of legal action.

## **9 – FEES**

In return for providing the Account Holder with payment Services, LEMON WAY will receive remuneration, the amount and conditions of which are indicated on the Partner's Website under the "PRICING CONDITIONS" tab. The prices indicated are final and include the Partner website's and LEMON WAY's commissions. They are not inclusive of tax.

Invoices, which are deducted from the Payment Account at the frequency indicated in the Pricing Conditions, are payable by the Account Holder in cash. If necessary, they will be deducted at the end of each month. The invoices are deemed to be net amounts and not inclusive of discounts.

The Account Holder is hereby informed that the processing fees for outstanding payments, rejections or oppositions may be deducted by LEMON WAY, but no more than €150, in accordance with article L.133-19 of the Monetary and Financial Code.

Failure to pay an invoice by the required date will incur a late payment interest equal to three times the (EONIA) legal interest rate. Interest payments are calculated pro rata temporis over the period of a month (each month that has begun to be paid in full) and are accrued at the end of each calendar year.

LEMON WAY may amend the prices in Appendix A, subject to sending any form of notification to the Partner. The amendment may take effect within two months of the notification being sent to the Partner. If the monthly fraud rate exceeds 0.2% in volume, LEMON WAY may immediately amend the prices by simple notification or by terminating this contract in accordance with article 19-.

## **10 – SECURITY**

### 10.1 – Notification obligation

It is the Account Holder's duty to immediately inform LEMON WAY of any suspected fraudulent access or use of their Payment Account or of any event that is likely to result in such a use, including but not limited to: loss, accidental disclosure or hacking of their Payment Account login details or a non-authorized transaction.

This notification must be sent by email to the following email address: [fraude@lemonway.com](mailto:fraude@lemonway.com) and must be confirmed by written post to the following address:

LEMON WAY

14, rue de la Beaune

93100 Montreuil

France

## 10.2 – Prevention

LEMON WAY undertakes to make every effort to prevent any other use of the Payment Account. The Partner is also responsible for the use of its own secure means of communication with the Account Holder.

## 10.3 – Use of cookies

LEMON WAY hereby informs you that cookies (files sent by the LEMON WAY server and saved on the internet browser's computer hard drive) may be used within the framework of the payment Services. Above all, the purpose of these cookies is to improve the functioning, and particularly the speed, of the payment Service.

The Account Holder is hereby informed that they may refuse LEMON WAY's use of cookies by modifying its browser settings, however this may affect the quality of their use of the payment Services.

## 10.4 – Disruption to payment Services

LEMON WAY undertakes to implement all reasonable means available to provide a permanent service. However, LEMON WAY does not guarantee continuous, uninterrupted access to the payment Service. Consequently, LEMON WAY shall not be held liable for any delay and/or total or partial inaccessibility to the payment Services if such events are caused by factors beyond its reasonable control.

The Account Holder is hereby informed that LEMON WAY may occasionally interrupt access to all or part of the Services in order to carry out repairs, maintenance or improvements,

- in the event of a suspected hacking attempt, embezzlement or any other security risk,
- upon request or instructions from competent, qualified individuals or authorities.

LEMON WAY may not, under any circumstances, be held liable for damage caused as a result of this suspended service.

As soon as normal service is restored, LEMON WAY will implement all reasonable means to process all pending payment Transactions as quickly as possible.

#### 10.5 – Objection to a security measure

The Account Holder may file an objection by contacting LEMON WAY by email at support@lemonway.com or by telephone on: +33 1 48 18 19 30

The objection will be assigned a registration number and will be stored for 18 months. Upon written request from the Account Holder, and prior to the expiration of this storage period, LEMON WAY will send a copy of this objection to said Account Holder.

LEMON WAY shall not be held liable for the consequences of an objection that was not filed by an Account Holder. An objection request is deemed to have been made on the date it was effectively received by LEMON WAY or any other person authorised by the latter for this purpose. In the event of theft or fraudulent use, LEMON WAY is authorised to request a receipt or copy of the filed complaint from the Account Holder, who undertakes to respond as quickly as possible.

LEMON WAY will block access to the Payment Account and will make the Account Holder's Payment Account login details inoperative. New login details will be sent to the Account Holder the same way they were sent the first time upon opening the Payment Account.

## **11 – LIABILITY**

In accordance with article L.133-22 of the Monetary and Financial Code, LEMON WAY is responsible, under articles L.133-5 and L.133-21 of said Code, for successfully executing payment Transactions for the payer Account Holder, until the funds are received by the Beneficiary's third party payment service provider. In the event that LEMON WAY is responsible for a poorly executed payment Transaction, it will return the amount in question to the payer and will restore the debited account to the situation that would have prevailed if said poorly executed payment Transaction had not taken place.

In accordance with article 8-, if an Account Holder, acting for non-professional purposes, wishes to dispute a payment Transaction that they have not personally authorised, they must contact customer services as soon as possible after learning of the irregularity and no later than thirteen (13) months after such a transaction is registered within the payment Transaction Account. In the event that a security measure is used, non-authorised payment Transactions executed prior to notification of the objection are deemed the responsibility of the Account Holder acting for non-professional purposes, up to a limit of €150. However, LEMON WAY shall not be held liable in case of Account Holder misconduct, such as a wilful misconduct, or constituent of a serious failure to meet its obligations, a late communication of an objection or bad faith. In the event of a misappropriation or counterfeiting of its data, the losses resulting from payment Transactions processed prior to objection by the Account Holder acting for non-professional purposes will be borne by LEMON WAY, unless such losses are a result of the aforementioned misconduct. Payment Transactions carried out after objection by the Account Holder acting for non-professional purposes are borne by LEMON WAY, except for cases of fraud.

LEMON WAY does not have the right to cancel an irrevocable payment Order on the Account Holder's request.

LEMON WAY shall not, under any circumstances, be held liable for indirect damages, such as commercial harm, loss of customers, commercial disruption, loss of profit or damage to brand image suffered by an Account Holder or third party, that may have resulted from the payment Services it provides. Any action brought against an Account Holder by a third party is treated as indirect damage and therefore does not entitle the former to compensation.

Unless otherwise stipulated in these General Terms and Conditions or mandatory laws, and without causing prejudice to other grounds for excluding or limiting responsibility defined by this contract, LEMON WAY may not, under any circumstances, be held responsible for any damage caused by a force majeure event or event beyond its control or any measure or legislative provision enforced by the French or foreign authorities. Force majeure events or events beyond its control are deemed to include, but are not limited to: a power cut, a fire or flood, a strike held by its staff or one of its subcontractors or providers, a malfunctioning of banking systems or bank card payment systems, a war, civil unrest, a riot or occupation of the territory by foreign forces, negligence on the part of a third party with regard to jurisprudence and the doctrine, such as the persons responsible for providing electricity or telecommunications services.

## **12 – PROTECTION OF CUSTOMER FUNDS**

LEMON WAY will hold the available funds credited to the Account Holder's Payment Account at the end of each working day in a holding account opened with LEMON WAY's banking partners.

## **13 – DEATH – INACTIVE PAYMENT ACCOUNT – MANDATE**

### 13.1 Death

In the event of the death of the Account Holder, LEMON WAY must be notified as soon as possible by the rightful beneficiaries or their authorised representative. If such notice is given verbally, it must be confirmed in writing. Upon receipt of this written confirmation, LEMON WAY will ensure that no further payment Transactions are executed and will proceed with the closure of the Account.

If the Provision held by LEMON WAY in the deceased's name is greater than the fees required to cover withdrawal costs, the rightful beneficiaries may receive a reimbursement if they or their authorised representative are able to produce documentary evidence that, according to applicable law, establishes the devolution of the inheritance, as well as any other documents that LEMON WAY may deem necessary.

If no such transfer is made, for whatever reason, including the failure to provide LEMON WAY with supporting documents, the provisions of article 13.2 of this contract will be applied to the Provision.

### 13.2 Inactive account

A Payment Account is deemed inactive if:

- the Payment Account has not processed any payment Transactions, excluding deductions made by LEMON WAY for fees and commissions of all kinds, for twelve (12) months, during which
- the Account Holder, legal representative or person authorised by them to act on their behalf has not presented themselves to LEMON WAY, in any way, shape or form, or
- within the twelve (12) months following Account Holder's death. The Account Holder and its rightful beneficiaries are hereby informed of the consequences of such an event.

The assets registered on the inactive Payment Account are deposited in the Caisse des Dépôts et Consignations (Deposits and Consignments Fund) after a period of ten (10) years, starting from the date of the last payment Transaction, excluding amounts debited by LEMON WAY, such as fees and commissions of all kinds; except in the case of the Account Holder's death, in which the assets registered on the inactive payment Account are deposited in the Caisse des Dépôts et Consignations after a period of three (3) years following the Account Holder's death.

### 13.3 Mandate

The Account Holder may authorise and assign full responsibility to one person to carry out payment Transactions on their Payment Account, as defined in the mandate. The form is provided online by request and must be completed and sent back to LEMON WAY. The mandate will only take effect once LEMON WAY has received and accepted the duly completed form. The Account Holder will be notified of LEMON WAY's acceptance by any means possible. It stops automatically after the Account Holder's death. This mandate may be revoked on the initiative of the Account Holder, who will inform the authorised representative and LEMON WAY as such by registered letter with acknowledgement of receipt. The termination takes effect on the date that LEMON WAY receives the above-mentioned letter. Until said date, the Account Holder remains responsible for payment Transactions initiated on its behalf by the designated authorised representative.

The Account Holder expressly relieves LEMON WAY of professional secrecy with regard to the Payment Account data that may pertain to the authorised representative appointed by the mandate.

## **14 – INTELLECTUAL PROPERTY**

Under the General Terms and Conditions of this contract, no intellectual property rights regarding the use of payment Services or services rendered by LEMON WAY shall be transferred to the Account Holder.

The Account Holder undertakes not to infringe on the rights held by LEMON WAY, and will refrain from reproducing or adapting all or part of existing and future intellectual and hardware components and accessories produced by LEMON WAY, regardless of the medium used.

LEMON WAY has full ownership of all rights relating to the software used to provide payment Services. They are part of its trade secrets and confidential information, regardless of the fact that some of the components may or may not be protected under the current state of the law by intellectual property rights.

If applicable, the Account Holder and its staff shall regard LEMON WAY's software and related documentation as intellectual work and will refrain from copying them, reproducing them, adapting them, distributing them free of charge or against payment, translating them into any other language or adjoining any object to them that does not comply with their specifications.

LEMON WAY has full ownership of the brand "LEMON WAY". The Account Holder undertakes not to delete references to the "LEMON WAY" brand from any element provided or made available by LEMON WAY, such as software, documents or advertising banners.

## **15 – CONFIDENTIALITY**

The Account Holder undertakes to respect the strictest confidentiality regarding all technical, commercial or other information to which he may become privy through the fulfilment of payment Services.

This duty of confidentiality will remain in effect for the duration of the Account Holder's subscription to the payment Service and for the three (3) years following the termination of the Framework

Agreement. This duty of confidentiality does not apply to information that is or may become available to the public through no fault of the Account Holder.

The Parties understand that payment Transactions are covered by professional secrecy, pursuant to article L.519-22 of the Monetary and Financial Code.

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

LEMON WAY respects all the provisions that apply to the protection of personal privacy, particularly the law of 6 January 1978 relative to the protection of individuals with regard to the processing of personal data, as amended.

LEMON WAY collects and saves personal data that the Account Holder has willingly provided. As such, data deemed to be of a personal nature includes information regarding identity, telephone numbers, email addresses, place of residence, bank account or card number, transactions and transfers and the IP address used by a natural person's computer.

The Account Holder is hereby informed and accepts that LEMON WAY, in its capacity as data controller, will process personal data for the purposes of:

- respecting all applicable legal or regulatory provisions, particularly with regard to the prevention of money laundering and the financing of terrorism,
- processing/managing and archiving payment Transactions,
- monitoring and preventing payment incidents and irregularities (to prevent fraud and any other forms of abuse),
- central customer management,
- processing Account Holder requests,
- carrying out tests, statistics and surveys,
- training staff appointed to carry out payment Services,
- monitoring service quality,
- and offering new services.

The Account Holder is hereby informed that their personal data may be recorded on one or several files in accordance with applicable law and accepts that the data collected will be recorded and processed for the aforementioned purposes.

The Account Holder accepts that the personal data considered strictly necessary for the fulfilment of at least one of the above-mentioned purposes or for the requirements of applicable regulations, may be communicated by LEMON WAY:

- to subcontractors and external service providers whose intervention is required,
- to the Partner,
- to the Beneficiaries of a payment Transaction,
- to LEMON WAY's commercial partners.

The Account Holder accepts that, in compliance with the previously defined conditions, its personal information may be communicated to the above-mentioned people in another country within the European Union or a non-European Union member state that provides an adequate level of protection with regard to the law in question.

The Account Holder has the right to access their personal data and is hereby informed that they may, at any time, consult the information they have communicated to LEMON WAY. The Account Holder has the right to rectify any inaccurate data that concerns them.

The Account Holder may exercise their right to object to LEMON WAY carrying out proposed processing operations relating to payment Services or other products or services promoted by LEMON WAY.

Right to opposition, access and rectification may be made freely, upon request, and addressed to LEMON WAY at the email address: [reclamation@lemonway.com](mailto:reclamation@lemonway.com) or by written letter to the following address:

LEMON WAY

Complaints Department

14, rue de la Beaune

93100 Montreuil

## **17 – AGREEMENT ON PROOF**

The Account Holder and LEMON WAY both consider communications made by email as valid forms of proof.

All information saved in LEMON WAY's computer databases regarding payment Orders and Transactions have, until proven otherwise, the same probative value as a hand-signed paper copy, both in terms of their content and the date and time they were produced and/or received. These unalterable, secure and reliable traces are embedded and saved within LEMON WAY's computer systems.

Documents held by LEMON WAY that replicate this information, as well as copies or reproductions of documents produced by LEMON WAY, have the same probative value as the originals, unless proven otherwise.

## **18 – ACCOUNT SUSPENSION**

LEMON WAY may pronounce the temporary and immediate suspension of a Payment Account for any reason, particularly:

- if the Account Holder has not met the provisions of the Framework Agreement,
- if the Account Holder has provided LEMON WAY with inaccurate, expired or incomplete identification information,
- in the event of a risk of fraud, money laundering or financing of terrorism or a risk that may affect the Payment Account's security,
- in case of a significantly heightened risk regarding the Account Holder's inability to fulfil its payment obligations,
- in the event that LEMON WAY receives a significant number of repayments or payment Order cancellations or disputes against non-authorized Orders.

This decision shall be justified and notified to the Account Holder by any means possible. The purpose of suspending a payment Account is to protect the Account Holder and may not, under any circumstances, result in the payment of damages to the latter.

The payment Account will be reactivated at LEMON WAY's discretion.

Depending on the seriousness of the failure to comply with the Framework Agreement, and particularly if the Beneficiary has sold illegal products, LEMON WAY reserves the right to terminate the Framework Agreement in compliance with the provisions of article 19.

## **19 – TERMINATION OF THE FRAMEWORK AGREEMENT**

The Account Holder may automatically terminate the Framework Agreement, which will result in the closure of their Payment Account, by registered letter with acknowledgement of receipt, following compliance with a month's notice. They must maintain a sufficient Provision in order to ensure the completion of pending payment Transactions, until they have been resolved, and all outstanding fees have been paid.

LEMON WAY may automatically terminate the Framework Agreement, which will result in the closure of their Payment Account, by registered letter with acknowledgement of receipt, following compliance with a month's notice.

In the event of gross negligence by one of the Parties, the Framework Agreement may be terminated with immediate effect by simple written notification from the prevailing Party. Gross negligence by the Account Holder is understood to mean: communication of false information; engaging in illegal activity, contravening standards of public decency; money laundering or financing of terrorism; threats to agents of LEMON WAY or the Partner site; defaulted payment; failure to comply with an obligation of this contract; termination of relations between the Account Holder and Partner site; excessive debt or, for legal entities, the nomination of a special mediator and insolvency administrator to initiate rehabilitation or liquidation proceedings. Gross negligence by LEMON WAY is understood to mean: communication of false information; failure to comply with an obligation of

these terms and conditions; the nomination of a special mediator and insolvency administrator to initiate rehabilitation or liquidation proceedings.

In the event of a modification to applicable regulations and their interpretation by the relevant regulatory authority that may affect the ability of LEMON WAY or its authorised representatives to carry out payment Transactions, the Framework Agreement will automatically be terminated. The Account Holder may no longer send payment Orders after the effective termination date. The Account may be maintained for a period of 15 months for the purpose of dealing with possible subsequent disputes and complaints. Payment Transactions initiated before the termination date will not be affected by the termination request and must be fulfilled under the terms of the Framework Agreement.

The termination of the Framework Agreement will result in the permanent closure of the Payment Account. The closure of a Payment Account will not give rise to any compensation, regardless of any possible damage caused by said closure. The Account Holder of the Account closed by LEMON WAY is not authorised, unless explicitly authorised by the latter, to open another Payment Account. Any Payment Account opened in violation of this provision may be immediately closed by LEMON WAY, without notice.

According to the Account Holder's instructions, the Provision on the Account Payment subject to closure may be credited to said Account Holder, subject to outstanding payment Transactions and possible receivables, rejected transactions or objections. If a successor is appointed by LEMON WAY, the Account Holder may be encouraged to close their Payment Account and transfer the Provision to a new Payment Account opened with the institution designated as a successor.

LEMON WAY reserves the right to bring legal action to repair the damage suffered due to a breach of the Framework Agreement. The closure of the Payment Account may result in additional fees, within the bounds of article L.313-13 of the Monetary and Financial Code.

## **20 – MODIFICATION OF THE FRAMEWORK AGREEMENT**

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

If the Account Holder fails to communicate an objection to LEMON WAY by the end of this two (2) month deadline, the former is deemed to have accepted said amendments. If the Account Holder rejects the proposed amendment, they may freely terminate the Framework Agreement, by written request, before said amendment comes into effect. This request does not affect the debits (charges, contributions, payments) owed by the Account Holder.

## **21 – GENERAL INFORMATION**

Should administrative formalities be necessary for the fulfilment of these General Terms and Conditions, LEMON WAY and the Account Holder will provide each other with mutual assistance to regulate such formalities.

If one of the non-substantive stipulations of the Terms and Conditions is rendered null and void with regard to an effective rule of law, it will be deemed as not written, but will not invalidate these General Terms and Conditions.

No forbearance by either Party in relying on a breach by the other Party of any of its obligations under these terms and conditions shall be construed as a waiver of the relevant obligation for the future.

In the event of a difficulty in interpretation arising between any of the titles heading the clauses of the General Terms and Conditions, the titles will not be taken into account.

## **22 – APPLICABLE LAW AND COMPETENT JURISDICTIONS**

These General Terms and Conditions are governed by French law.

Unless contradicted by a mandatory provision, any dispute relating to their fulfilment, interpretation or validity shall, by default, be brought before the competent courts in Paris.

### **LIST OF ACTIVITIES PROHIBITED BY LEMON WAY**

Businesses illegal in Europe, including but not limited to: pedophilia, weapons, drugs (including cannabis seeds), e-commerce that sell illegal unauthorized copies of real brands (watches, bags and other items), gambling with firms with no valid license in Europe, gambling provided in countries where gambling is not authorized.

Unapproved Forex and binary option websites or those appearing on the AMF blacklists:  
[http://www.amf-france.org/Epargne-Info-Service/Placements-a-haut-risque-ou-arnaques-les-conseils-de-l-AMF/Listes-noires-des-sites-non-autorises.html#title\\_paragraph\\_1](http://www.amf-france.org/Epargne-Info-Service/Placements-a-haut-risque-ou-arnaques-les-conseils-de-l-AMF/Listes-noires-des-sites-non-autorises.html#title_paragraph_1)

Violent proselytism websites on the internet

Unapproved CrowdLending websites which have no authorization to operate in the country of registration

Websites which promote or incite racial hatred

Websites which promote terrorism or which collect funds to finance terrorism

The trade of cultural property and the properties presenting an archaeological, historical, cultural, scientific, rare, or religious importance:

1. Archaeological objects of more than 100 years and resulting from:

A) Archeological digs or underwater discoveries

B) Archaeological sites

C) Archaeological collections

2. Elements being an integral part of artistic, historical or religious monuments and coming from the dismemberment of these, more than 100 years old.

3. Paintings and paints, other than those of the category 3 a) or 4, made completely by hand, on any support and in any materials, of more than 50 years old and not belonging to their author.

4. Watercolors, gouaches and pastels made completely by hand, on any support, of more than 50 years old and not belonging to their maker.

5. Mosaics, other than those classified in the categories 1 or 2, completely made by hand, in any materials, and drawings made completely by hand, on any support and in any materials, of more than 50 years old and not belonging to their maker.

6. Engravings, prints, screen printing and original lithographies and their respective moulds, as well as the original, as well as the original posters, aged more than 50 years old and not belonging to their author.

7. Original productions of statuary art or the sculpture and copies obtained by the same process as the original, other than those which enter in the category 1, more than 50 years old and not belonging to their maker.

8. Photos, movies and their negatives, of more than 50 years old and not belonging to their maker.

9. Early printed books and manuscripts, including maps and musical scores, isolated or in collections, more than 50 years old and not belonging to their maker.

10. Books more than 100 years old, isolated or in collection.

11. Printed maps more than 200 years old.

12. Archives of all kinds, containing elements of more than 50 years, whatever their support.

13. A) Collections defined by the Court of justice in its ruling 252/84, and specimens coming from zoological, botanical, mineralogical or anatomical collections.

B) Collections defined by the Court of justice in its ruling 252/845, presenting a historical, paleontological, ethnographic or numismatic interest

14. More than 75-year-old means of transportation.

15. Antiques not included in the categories 1-13:

A) Aged between 50 and 100 years old: toys, games, glassware, silverware, furniture and furnishings, optical instruments, photography or cinematography, musical instruments, watchmaker's shop, wooden works, pottery, tapestries, carpets, wallpapers, weapons;

B) More than 100 years old

But also Lemon Way's own restrictions (activities which are also forbidden) :

- eCommerce web sites with branding similar to an existing brand (example Cartier-Hermes-Lacoste.com) even if products are not copies with the exact same branding
- legal arms selling, even plastic and fake weapons, batons, etc
- metal selling,
- pharmacy businesses exercising an activity illegal in France, such as selling Viagra,
- E-commerce websites with abusive rebill practices leading to chargeback peaks > 4% on monthly volume,
- escort services even if authorized in one country in Europe,
- P2P file sharing services i.e. MegaUpload, FileShare... risk of fees for illegal copies of US movies too high
- Tobacco products
- Activities which are hidden or made anonymous, not recognizable
- Forex or binary options websites, even with a licence
- Gambling i.e. poker with or without a permit for this activity
- Websites linked closely or remotely to narcotics, Cannabis, Cannabis seeds and similar plants, even in use of palliative medicine or alternative medicine, in personal use

- E-commerce websites with excessive, aggressive advertising, Multi Level Marketing activity
- Pornographic websites
- Pyramidal activities or “Ponzi” schemes
- Cryptographic Currency i.e. Bitcoin, Litecoin for which KYC is required before opening a wallet for each trader
- Sale to traders with API
- Cash, GAB

List of high risk activities which could be accepted, with the approval of the Risk Committee and with close monitoring:

- Gaming i.e. Dofus, Kids Games, etc.
- Adult, social network with Web Cam
- Nutra, Pills, Oils, Sports Nutra
- Call center i.e. stop smoking
- Medium, Voyance
- Hostel/Trip reservation with many authorization
- Car sharing, “über” like firms

- P2P Payment, Mobile payment
  
- Collecting for causes, wedding, common gift
  
- The sale of alcoholic beverages to take away after having provided a copy of the receipt proving the possession of the license of the requested category (“small take-out license” or “take-out license”) issued by the prefecture police or Of the town hall in application of Article L 3332-4-1 and Article L 3331-3 of the Code of Public Health.
  
- The purchase or the sale of metals and precious stones (iron, gold, silver, platinum and palladium, etc.)
  
- The purchase or the sale of jewels and luxury watches
  
- Prepaid cards activity
  
- Gift card activity