

General Conditions of Use of the Payment Services

Marketplace 2018 Version

Agreed between

The Owner on the one hand

And,

LEMON WAY, SAS with share capital of € 863,137.64, SIREN number (VAT number) 500 486 915, with registered office at 14 rue de la Beaune, 93100 Montreuil, France (hereinafter referred to as "LEMON WAY"), authorized on 24/12/2012 by the Autorité de Contrôle Prudentiel et de Régulation ("ACPR", France, website [http:// acpr .banque-france.fr /](http://acpr.banque-france.fr)) 61 rue Taitbout 75009 Paris, acting as a Payment Institution, under number 16 568 J, on the other.

ATTENTION

The Payment Services Framework Agreement is made up of these GCU and the tariff conditions set out in Annex A.

These documents form a single indivisible text governing the conditions of use by the Owners of the Payment Services provided by LEMON WAY.

The Owner may, at any time, consult them, reproduce them, archive them on his computer or other media, send them by e-mail or print them for storage. He can also obtain a free copy sent by post to his address by expressly requesting it from LEMON WAY.

At any time, in accordance with the law, it is possible to check LEMON WAY's authorization as a payment institution on the regafi.fr website. The website of the LEMON WAY payment institution is as follows: www.lemonway.com

1- OBJECT

These "General Conditions of Use of Payment Services" or "GCU" can be consulted at any time on the Website (<https://www.LemonWay.com>). They govern the terms and conditions for opening a payment account by LEMON WAY in the name of the Owner and the provision of payment services. The Owner is invited to read them carefully before accepting them.

2- DEFINITIONS

The terms used in these GCU will have, when used with a capital letter and regardless of whether they are in the singular or plural, the meaning defined below:

- **Beneficiary:** natural or legal person designated by the Owner as the recipient of a payment from his Payment Account. The Beneficiary must have an account opened with a third party PSP (Payment Service Provider). The Beneficiary can be the Account Owner.
- **Framework contract:** framework contract for payment services as defined by article L.314-12 of the Monetary and Financial Code [Code monétaire et financier] stipulated between LEMON WAY and the Owner consisting of these GCU and the tariff conditions contained in Annex A.
- **Payment account:** account opened at LEMON WAY to record payment Transactions, the expenses to be paid by the Owner and any accounting regularization relating to his Transactions, and to offset these sums on the date of their registration to bring out a net balance

- Payment transactions: action consisting in the payment, transfer or withdrawal of funds outgoing or incoming from the Payment Account, regardless of any underlying obligation between the payer and the Beneficiary.
- Payment order: consent of the Owner given through the customized device and the procedures agreed between the Owner and LEMON WAY, to authorize a payment Transaction.
- Partner: commercial company that manages the designated Partner Website as an agent by LEMON WAY.
- Availability: available amount written to credit of the Payment Account that can be used for the execution of future Payment Transactions, determined by LEMON WAY taking into account the Payment Transactions in progress and the amount of the unavailable reserve referred to in Article 5 .
- Third party PSP: payment service provider authorized by an authority of a State party to the European Economic Area that has opened a bank or payment account in the name of the Owner.
- Payment services: services provided by LEMON WAY in application of the Framework Agreement which include the execution of payments and the acquisition of payment orders by card or bank transfer, as well as the collection of checks.
- Website: Means the website <http://www.lemonway.com> from which LEMON WAY offers the Payment Services.
- Partner Site or Site: Indicates the site and / or application managed by the Partner to allow subjects to participate in loans or grants whose details are indicated in the Account opening form.
- Owner: A natural or legal person who has a Payment Account to pay and / or receive a collective loan or grant.

3- OPENING OF THE PAYMENT ACCOUNT

The Owner must comply with the procedure for opening a Payment Account described below

3.1 – Preliminary Declaration of the Owner

The Owner, a legal or natural person of age and capable of understanding and willing, expressly declares to be capable and / or to have received the necessary authorizations to use the Payment Services provided by LEMON WAY and relieves LEMON WAY from any liability in case of false claims.

The Owner declares to act in his own name. The Owner is obliged to use the services provided by LEMON WAY in good faith, exclusively for lawful purposes and in compliance with the provisions of the Framework Agreement.

The Owner, a natural person, declares to be resident in France or within the European Economic Area.

The Partner declares to be registered, to exercise and market his business in France or in a State part of the European Economic State with the consent of LEMON WAY.

For any other country of residence or registration, LEMON WAY reserves the right to analyze the application for opening a payment account to comply with the geographical area of its choice. The list of states in which the consent of the LEMON WAY Payment Institution is valid is available, at any time, on the website

<https://www.regafi.fr>

The Owner declares to abide, at any time, by the VISA and MASTERCARD rules, in particular with regard to his activity. An activity declaration and risk classification template is delivered to the Partner at the beginning of the relationship, and then signed by the Partner. At any time, the activity must be lawful and compliant with what is stated in the aforementioned form. The same form indicates the activities, albeit lawful, but not allowed by LEMON WAY.

3.2 - Transmission of identification documents

The list of documents requested is not exhaustive.

The subject, legal person, who intends to become a Payment Account Owner, transmits, in particular, the following information (this information will be requested rounded to the nearest euro cent):

- a description of the activity
- a certificate of incorporation or the equivalent in foreign law
- an identity and domicile document of the delegated signatory of the Framework Agreement
- the list of people who hold more than 25% of the company's capital

The person established in the form of an association that intends to become a payment Account Owner transmits, in particular, the following documents (such information will be requested rounded to the nearest euro cent):

- a copy of the valid identity document of the delegated signatory of the Framework Agreement, readable and acceptable by LEMON WAY
- a document proving the domicile of the signatory issued less than three months ago (water, gas, electricity bill, fixed telephone operator, ADSL or cable TV, or receipt of payment of taxes collected less than 3 months ago, or rent with full details of the lessor)
- a copy of the association's minutes
- the statute of the association

The natural person who intends to become a payment account Owner transmits, in particular, the following documents (such information will be requested rounded to the nearest euro cent):

- a copy of a valid identity document, readable and acceptable by LEMON WAY, such as an identity card or passport
- a certificate of domicile of the signatory issued less than three months ago (water, gas, electricity bill, fixed telephone operator, ADSL or cable TV, or receipt of payment of taxes collected for less than 3 months, or receipt of rent of lease with indication of the complete details of the lessor)

It should be noted that the following documents may be required for each person or owner:

- before any transfers debited from the payment account, a copy of the first page of the bank statement certifying the domicile of the Beneficiary's account
- starting from a certain threshold, a copy of a second identity document

The Owner may authorize a third party in writing or by physical medium to transmit such documents on his behalf to LEMON WAY. He will indicate in the account opening form the company name of the trading company designated for this purpose. LEMON WAY reserves the right to request any other document or supplementary information, which allows it to carry out the necessary checks based on its legal obligations, including those relating to anti-money laundering.

The Owner accepts that the Partner site sends these documents to LEMON WAY by e-mail (by e-mail to justificatif@lemonway.com), electronically (upload) via the computer systems of LEMON WAY or by mail sent to the its registered office indicated on the front page.

3.3 - Procedure for signing the Framework Contract

The payment account opening form must be signed by the Owner after having read the provisions of the Framework Agreement. To this end, he may put his signature in writing on a printed copy sent by post to the registered office of LEMON WAY, or use the electronic signature form made available on the Partner Site. However, if the Owner acts within the scope of his professional needs, he may be offered to accept the Framework Agreement in any other way. The latter acknowledges having carefully read, understood and fully accepted the Framework Agreement.

3.4 - Acceptance of the opening of the payment account

LEMON WAY may refuse to open a Payment Account for any reason without having to justify its decision. This cannot give rise to any compensation for damages.

Subject to the express and written authorization of his legal representative, children under the age of eighteen (18) may open a payment account.

To this end, the identity documents required will be those of the legal representative who gave his express and written authorization, of the minor and a document certifying his power of representation (family booklet, judicial provision that confers the power of).

The Partner Site may send the acceptance or refusal of the opening of its Payment Account to the Owner via e-mail. Starting from this acceptance, the Owner can register on the Partner Site to verify that his Payment Account is open.

4- CREDIT ON THE PAYMENT ACCOUNT

4.1 – By check, bank transfer or credit card

With regard to the payment to the Payment Account by check (s), the Owner is informed that LEMON WAY processes the latter through a sub-supplier.

The Owner can make payments to his Payment Account by wire transfer, check turned over to the LEMON WAY order or by credit card from an account opened in his name by a third party PSP to transfer funds by wire transfer to a Payment Account of a third party other than the Owner. These two Payment Transactions are considered inseparable.

LEMON WAY may refuse the registration of the credit card or payment or cancel this protection at any time for security reasons. In this case, the Owner will have to enter the numbers of his credit card or of the payment at each deposit on his Account.

LEMON WAY sets ceilings that may be more restrictive than those of the Owner, to protect the latter. Unique ceilings, per day, month and year, as well as all forms of restrictions, are applied by LEMON WAY as anti-fraud measures.

The Owner is informed that any Payment Operation that risks exceeding the applicable limits will be automatically refused by LEMON WAY.

LEMON WAY will automatically deduct from the net balance of the payment account the amount of each credit or debit card transaction that will remain unpaid or will be rejected or contested. If the net balance is insufficient, LEMON WAY is authorized to take any type of action against the Owner to recover the amount due. In addition, LEMON WAY will have the right to refuse the execution of all future credits of funds made with the card that gave rise to the problem.

Furthermore, LEMON WAY debits the payment Transactions refused and other possible penalties imposed by VISA or MASTERCARD on the Owner's payment account.

4.2- Deadline for registering funds on the account

LEMON WAY will register the funds resulting from the receipt of a Payment Order by card or wire transfer as soon as possible and, at the latest, at the end of the business day on which they have been received by LEMON WAY according to paragraph 4.1.

5- DEBIT ON A PAYMENT ACCOUNT BY BANK TRANSFER

5.1 – Arrange a Payment Order

LEMON WAY provides a payment service that allows the Holders of a Payment Account to give instructions to LEMON WAY to make a transfer provided that the Availability of the Account is greater than the total amount of the transfer (commission included). In case of insufficient availability, the payment order will be automatically rejected.

The Availability corresponds to the net balance of the Payment Account excluding the Unavailable Reserve and the Transactions in progress. The amount of the unavailable reserve is determined by LEMON WAY to cover any accounting adjustments due to the dispute of a payment order. Such a dispute may occur within a period of 13 months from the debit of the transaction on the Account.

The payment order must contain the following information:

- the amount in euros
- the name and surname of the Beneficiary
- the number of your account opened with the beneficiary's PSP

The Owner acknowledges that if the currency of the Payment Account is different from that of the Beneficiary's account to which the funds are to be transferred, exchange fees will be applied by the Beneficiary's PSP. It is the responsibility of the Partner and the PSP of the Beneficiary to inform the Beneficiary, before each receipt of a transfer order, of the exchange rate applied, of the commissions and of the execution deadline. This information must be sent to the ordering Owner by the Partner.

LEMON WAY cannot be held responsible if the bank details sent with the payment requests are incorrect or out of date.

5.2 – Irrevocability of a Payment Order

The payment order validly given by a Owner is irrevocable from the moment the single-use code provided for in paragraph 5.1 is entered, so the Owner can no longer request its cancellation.

It should be noted that the Owner may arrange a joint Order comprising a transfer of funds by card arranged in accordance with paragraph 4.1 above and a Payment Order by wire transfer to the Payment Account of a designated Beneficiary on a certain date. The payment order will be considered irrevocable from the moment the card details are entered as described in paragraph 4.1.

5.3 - Maximum amounts and applicable limits

The Owner is subject to the following ordinary ceilings:

- If the owner is a private individual, he is informed that a ceiling of € 2500 per calendar year and of € 250 per expense can be applied to him. To use your payment account beyond these amounts, LEMON WAY will ask the Owner for additional identity documents.
- If the Owner is a legal person, LEMON WAY will systematically ask for all the required identity documents before opening the payment account.

Any payment transaction involving a risk of exceeding the limits applicable to the amount of accumulated monthly payments will be automatically refused by LEMON WAY.

In the event of a risk of fraud, LEMON WAY may at any time apply other limits or blocks of the Order. LEMON WAY reserves the right to cancel a Payment Transaction, if the transfer of funds by credit or payment card, used to place a credit on the Payment Account in order to carry out this transaction, is refused or canceled. by the card issuer.

5.4 – Terms of execution

The maximum terms for the execution of payment services, based on the decree of 29 July 2009 applying Article L.314-2 of the Monetary and Financial Code, are as follows:

- a payment Transaction arranged in one working day will be executed by LEMON WAY at the latest on the following working day if executed in euros and against a credit institution based in a member state of the European Union
- a Payment Operation arranged on a business day will be executed by LEMON WAY at the end of that business day at the latest if executed in euros and to another Payment Account.

6- REPORTING

6.1 – By operation

When a payment Transaction is executed, LEMON WAY or the Partner site automatically sends an e-mail confirming the Transaction to the Owner who placed the Payment Order. This e-mail contains all the information relating to the Payment Transaction that has been communicated to LEMON WAY, i.e. : the identity of the Beneficiary, the description of the Payment Transaction, the amount, the date and time of the Payment transaction, as well as any special payment conditions.

6.2 – Extracts

All Payment Transactions are recorded in a statement filled in in real time for each Payment Account. The Owner can consult his extract on the Partner site.

The Owner will have access to the statements of the Payment Account which show all the Payment Transactions recorded in debit or credit of the same account.

The consultation period is two (2) years, in addition to the current year. LEMON WAY will save in an electronic archive, during the applicable regulatory terms, the records and documents of the Payment Transactions carried out.

7- DURATION OF THE FRAMEWORK CONTRACT AND DATE OF EFFECTIVENESS

The Framework Agreement enters into force upon acceptance of these conditions by the Owner and for an indefinite period.

The Owner has a period of fourteen (14) calendar days to withdraw from the Framework Agreement without charge, if he complies with the conditions of Article D 341-1 of the Monetary and Financial Code for legal persons or if he is a natural person. This term starts from the day on which the Framework Agreement is concluded, i.e. from the day on which

The Owner has accepted these General Conditions. During this withdrawal period, the execution of the Framework Agreement cannot begin unless at the express request of the Owner. The Owner expressly acknowledges and accepts that any payment instruction addressed to LEMON WAY before the expiry of said withdrawal period constitutes an express request by the Holder to execute the Framework Agreement. Therefore, the Owner will not be able to cancel a payment request that he has sent and confirmed during the withdrawal period.

This right of withdrawal can be exercised by the Owner without penalty and without the obligation to give reasons.

The Owner is required to notify LEMON WAY of his withdrawal decision by registered letter with acknowledgment of receipt to the LEMON WAY headquarters before the expiry of the fourteen-day term. If the Owner does not exercise his right of withdrawal, the contract will be confirmed in light of the provisions of these General Conditions. To withdraw from the Framework Agreement, he must comply with the withdrawal conditions provided for in Article 19.

8- COMPLAINTS

Complaints concerning relations between two Owners or between a Owner and a third party are not admissible by LEMON WAY. Only those relating to the failure or incorrect execution of a payment Transaction by LEMON WAY are governed by this article and the Framework Agreement.

Complaints (disputes, right of opposition, access and modification, etc.) can be submitted free of charge with a request addressed to LEMON WAY by e-mail to the following e-mail address: reclamation@lemonway.com or by post to the following address:

Société LEMON WAY
Service Réclamation

Any dispute or related request:

- to information communicated by LEMON WAY in application of the Framework Agreement
- to an error in the execution of the Payment Services or their non-execution
- to an error in the charge of commissions, taxes or expenses by LEMON WAY

must be notified to LEMON WAY by the Owner as soon as possible from the day on which the Owner becomes aware of it, or it is assumed that he has become aware of it, or within another longer term provided for by particular provisions or by law.

In light of the ACPR recommendation 2011-R-05 of 15 December 2011, an acknowledgment of receipt will be sent within ten days at the latest. Complaints will be dealt with, at the latest, within two months of their receipt.

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

In the absence of an amicable settlement, the Owner acting for non-professional reasons, can contact, by letter, an independent mediator, who can be referred to free of charge in the event of a dispute deriving from the implementation of these conditions, the AFEPEME Mediator, 36 rue de Taitbout 75009 Paris, and this without prejudice to other legal remedies.

9- COMPENSATION

As consideration for the provision of Payment Services to the Owner, LEMON WAY will receive a remuneration whose amount and conditions are indicated on the Partner website under the heading "TARIFF CONDITIONS". The rates indicated are the final ones, including the commissions of the Partner site and those of LEMON WAY. They are considered net of taxes.

Invoices are payable by the Owner in cash and collected from the Payment Account with the frequency indicated in the Rate Conditions. If applicable, they will be collected at the end of each month. They are considered net and without discount.

The Owner is informed that LEMON WAY can collect expenses for the management of outstanding payments, waste or objections, up to 15% of the relative amount, without ever exceeding the sum of 20 euros, based on article L. 133-19 of Monetary and Financial Code.

Failure to pay when an invoice is due will result in the payment of default interest equal to three times the legal interest rate (EONIA). Interest is calculated prorata temporis for periods of one month (each month started is due in full) and is capitalized at the end of each calendar year.

The rates indicated in Annex A may be modified by LEMON WAY, without prejudice to the sending of a notification by any means to the Partner by LEMON WAY. The change will take effect within two months of sending the notification to the Partner. If the monthly percentage of fraud exceeds 2% in quantitative terms, LEMON WAY may immediately change the rates by simple notification or proceed with the withdrawal from these conditions to

10- SAFETY

10.1 – Notification obligation

The Holder is obliged to immediately inform LEMON WAY in case of suspicion of fraudulent access or use of his Payment Account or any event that may result in such use, such as, by way of example: the loss, accidental disclosure or theft of your payment account credentials or an unauthorized operation.

This notification must be made by sending an e-mail message to the following e-mail address: alerte.lcbft@lemonway.com and be confirmed by post to the following address:

Société LEMON WAY
14 rue de la Beaune 93100
Montreuil France

10.2 – *Prevention*

LEMON WAY will make every effort to prevent any further use of the Payment Account. The Partner also has its own secure means of communication with the Owner under its own responsibility.

10.3 - *Use of cookies*

LEMON WAY informs that, as part of the Payment Services, cookies (files sent by the LEMON WAY server and saved on the user's hard drive) may be used. These cookies are essentially used to improve the functioning of the Payment Service, especially in terms of speed.

The Owner is informed that he can refuse the cookies used by LEMON WAY in his browser settings, but this risks altering his use of the Payment Services.

10.4 – *Interruption of Payment Services*

LEMON WAY undertakes to use all reasonable means at its disposal to ensure a permanent service. However, LEMON WAY does not guarantee continuous and uninterrupted access to the Payment Service. Therefore, LEMON WAY cannot be held responsible for the delay and / or total or partial inability to access the Payment Services, given that they derive from elements that are beyond the reasonable control of LEMON WAY.

The Owner is informed that LEMON WAY may occasionally interrupt access to all or some of the Services to allow for repairs, maintenance, updates,

- in the event of a suspected hacking attempt, theft of funds or any other risk of attack
- upon request or order from authorized competent subjects or authorities.

LEMON WAY cannot, under any circumstances, be held liable for any damage resulting from such suspensions.

With the normal resumption of service, LEMON WAY will make every reasonable effort to manage the outstanding Payment Transactions as soon as possible.

10.5 – *Opposition to the security system*

The Owner may object by contacting LEMON WAY via e-mail at support@lemonway.com or by calling: +33 1 48 18 19 30.

A registration number of this opposition is created and kept for 18 months. At the written request of the Owner and before the expiry of this term, LEMON WAY will send him a copy of this opposition.

LEMON WAY cannot be held responsible for the consequences of an opposition that does not come from the Owner. The opposition request is considered submitted on the date of actual receipt of the same by LEMON WAY or any person designated by them for this purpose. In the event of theft or fraudulent use, LEMON WAY is authorized to request a receipt or a copy of the appeal from the Owner, who undertakes to respond as soon as possible.

LEMON WAY will block access to the Payment Account and cancel the Owner's Payment Account credentials. New credentials will be sent to the Owner, in the same way as for the first sending when opening his payment account.

11- LIABILITY

According to article L. 133-22 of the Monetary and Financial Code, LEMON WAY is responsible, with the exception of articles L. 133-5 and L. 133-21 of the Monetary and Financial Code, for the correct execution of the Payment towards the ordering Holder until the funds are received by the third party PSP of the Beneficiary. If LEMON WAY is responsible for an unsuccessful payment Operation due to its own fault, LEMON WAY will return the sum to the sender without delay and restore the accounting situation prior to the unsuccessful Operation.

The Owner who acts for non-professional reasons and intends to contest a Payment Operation which he has not authorized, must, as required by article 8-, contact the customer service as soon as possible from the moment he discovers the anomaly and, at the latest, within 13 months of registration in the Payment Transaction Account. In case of use of the safety device, unauthorized payment transactions carried out prior to notification of the dispute are the responsibility of the Owner acting for non-professional reasons, within the amount of 150 euros. However, LEMON WAY is not liable in the event of the Owner's fault, such as in the case of voluntary non-fulfillment or gross negligence with reference to the obligations incumbent on it, late transmission of the dispute or bad faith. In the event of theft or counterfeiting of their data, losses due to payment transactions carried out prior to the opposition presented by the Owner acting for reasons not professional are borne by LEMON WAY, except in the case of fault, as defined above. Payment Transactions carried out after the claim by the Owner acting for non-professional reasons are supported by LEMON WAY except in the case of fraud.

LEMON WAY cannot cancel an irrevocable payment order at the request of the Owner.

LEMON WAY is not in any case responsible for indirect damages, such as commercial damage, loss of customers, any commercial problem, loss of profit or damage to the image of the brand suffered by an Owner, or by a third party, and which may derive from the Payment Services provided by LEMON WAY. Any action against an Owner carried out by a third party is assimilated to indirect damage and, therefore, does not give the right to compensation.

Unless otherwise specified in these General Conditions or mandatory rules and without prejudice to the other causes of exclusion or limitation of liability provided for in these conditions, LEMON WAY cannot, in any case, be liable for any damage deriving from force majeure or from events beyond its control, as well as any legislative measure or provision adopted by the French or foreign authorities. In particular, but without limitation, causes of force majeure or an event beyond its control are considered: a blackout, a fire or a flood, a strike by personnel, its suppliers or subcontractors, a malfunction of the interbank systems or payment by credit card, war, riots, riots or occupation of the territory by foreign forces, the fault of a third party according to the guidelines of jurisprudence and doctrine on the subjects responsible for the supply of electricity or telecommunication services.

12- PROTECTION OF CUSTOMER FUNDS

LEMON WAY will keep the available funds registered on credit of the Owner's Payment Account at the close of each business day on a provisioning account opened with LEMON WAY partner banks.

13- DEATH - INACTIVE PAYMENT ACCOUNT – DELEGATION

13.1- Death

In the event of the death of the Account Owner, LEMON WAY must be notified as soon as possible by the beneficiaries or their representative. If such notice is given orally, it must be confirmed in writing. Upon receipt of this letter, LEMON WAY will undertake to ensure that no new Payment Transactions are performed and will proceed to close the Account.

If the Availability that LEMON WAY holds in the name of the deceased exceeds the costs necessary to close the account, this Availability may be reimbursed in favor of the entitled persons only if these or their agents produce documents which, according to the applicable legislation, prove the acceptance of the succession as well as any other proof that LEMON WAY deems necessary.

In the absence of transfer for any reason, including failure to deliver the supporting documents to LEMON WAY, the provisions of Article 13.2 of these General Conditions will apply to Availability.

13.2 – Inactive payment account

A Payment Account is considered inactive if:

- (i) the Payment Account has not been the subject of any payment Transaction for a period of twelve months, excluding the registration of charges by LEMON WAY for expenses and commissions of any kind and
- (ii) the Account Owner, his legal representative or the person delegated by them did not, in any way, appear at LEMON WAY, or
- (iii) at the expiration of a period of 12 months from the death of the Owner. The Owner and his entitled parties are informed by these conditions of the resulting consequences.

The assets registered in the inactive payment account are deposited with the Cassa Depositi e Prestiti at the expiry of a term of ten years starting from the date of the last payment transaction, excluding the recording of charges by LEMON WAY for expenses and commissions of any nature; this with the exception of the death of the account holder, in which case the assets registered in the inactive payment account are deposited with the Cassa Depositi e Prestiti after a term of three years from the date of the holder's death.

13.3 – Delegation

The Owner can delegate a subject to carry out the Payment Transactions envisaged in the proxy on his Payment Account and under his full responsibility. The form is provided online upon request and must be returned to LEMON WAY. The proxy is effective only from the receipt by the latter of the form duly completed and subject to acceptance by LEMON WAY. The latter will be notified by any means. It automatically ceases on the death of the owner. It can be revoked on the initiative of the Owner who notifies the agent and LEMON WAY by registered letter with acknowledgment of receipt. The revocation takes effect from the date of receipt of the same by LEMON WAY. The Owner remains obliged by the Payment Transactions arranged by the designated agent on his behalf until that date.

The Owner expressly releases LEMON WAY from the professional secrecy relating to the data of the Payment Account towards the agent designated with the proxy.

14- INTELLECTUAL PROPERTY

On the basis of these General Conditions, no intellectual property rights relating to the use of the Payment Services or the services provided by LEMON WAY are transferred to the Owner.

The Owner undertakes not to infringe the rights of LEMON WAY, refraining in particular from any reproduction or modification, total or partial, of intellectual and material elements of LEMON WAY and their accessories, with any existing or future means.

All rights relating to the software necessary for the execution of the Payment Services are the full and exclusive property of the company LEMON WAY. They are part of business secrets and confidential information regardless of whether some aspects may or may not be protected in the current state of legislation on intellectual property law.

The LEMON WAY software and, where appropriate, their documentation, are recognized by the Owner as intellectual works that he himself and the members of his staff undertake to treat as such, refraining from copying, reproducing or

translating them into any other language or language. , modify them, distribute them for free or for a fee or add any element that does not conform to their characteristics.

The “LEMON WAY” brand is owned by the LEMON WAY company. The Owner undertakes not to remove the reference to the “LEMON WAY” trademark from any element provided or made available to it by LEMON WAY, such as software, documents or advertising billboards.

15- CONFIDENTIALITY

The Owner undertakes to respect the maximum confidentiality on all the techniques, commercial or of any other nature, of which he will become aware during the execution of the Payment Services.

This confidentiality obligation will remain in force for the entire duration of the subscription to the Payment Services and for the three years following the date of termination of the Framework Agreement. This confidentiality obligation does not extend to information that is or becomes publicly available without the fault of the Owner.

The Parties acknowledge that the 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

Based on the General Data Protection Regulation, adopted by the European Parliament on April 14, 2016, and the Loi Informatique et Libertés (IT and Freedoms Law) of January 6, 1978 and subsequent amendments, Lemon Way communicates as follows:

16.1 - Identification of the Owner

The LEMON WAY SAS Company, with registered office at 14 rue de la Beaune, 93100 Montreuil - France, Tel.: + 33 (0) 1 48 18 19 30.

16.2 - Data protection officer

You can contact the Data Protection Officer at the following email address: dpo@lemonway.com and at the following telephone number: + 33 (0) 1 48 18 10 41.

16.3 - Purpose of the processing

As part of the use of the Site and our services, the processing of personal data is used for customer management, the creation and management of accounts, the management of contracts, withdrawals, litigation, the website, mailing , communications, account creation, anti-money laundering and anti-terrorist financing controls, marketing, know your customer management, statistics processing, rights questions management of interested parties, the implementation of partnerships, the management of assistance.

16.4 - Nature of the data

Lemon Way collects directly and indirectly the following categories of data concerning its Users:

- Personal data, identity, identification ...;
- Data relating to professional career (CV, education, professional training ...);
- Economic and financial information (income, financial situation, tax situation ...);
- Connection data (IP address, history ...).

16.5 - Source of data

Lemon Way collects personal data directly pursuant to a contract, legal obligation, with the consent of the subject or in the legitimate interest of the company.

Lemon Way also collects personal data indirectly in order to comply with anti-money laundering and terrorist financing legislation.

16.6 - Consent of the interested party

If the interested party has given his consent to the collection of his personal data, he can revoke it at any time. You can withdraw your consent by sending an email to dpo@lemonway.com.

16.7 - Legitimate interest in the processing

Lemon Way collects and uses personal data based on its legitimate interest to meet customer support and number development needs of its partners.

16.8 - Assessment of creditworthiness

Creditworthiness is assessed only in relation to anti-money laundering and the fight against terrorist financing

16.9 - Data recipients

The recipients of your personal data are the employees designated by Lemon Way, the supervisory authorities, our partners and our sub-suppliers. Your data may also be disclosed in application of a law, regulation or by virtue of a decision of a competent regulatory or judicial authority.

16.10 - Duration of storage

The personal data collected by Lemon Way are kept for the time necessary for the processing purposes. Beyond this retention period, they will be archived or made anonymous and kept for statistical and historical purposes.

We proceed to destroy your personal data to ensure the effective elimination of the same at the end of the retention period or stay in the archive necessary for the accomplishment of the established or imposed purposes.

16.11 - Rights of interested parties

Under the provisions in force, you can exercise your rights regarding your personal data by writing to the postal address mentioned in point 1 by contacting the Data Protection Officer (DPO) or by writing to the e-mail address dpo@lemonway.com.

Ø Right of access

You have the right to access personal data concerning you. However, for security and confidentiality reasons, your request cannot be processed unless you first provide proof of your identity.

Lemon Way can oppose or charge manifestly abusive requests (high number of requests, repetitive or systematic character).

Ø Right of rectification

You have the right to request the rectification of your personal data if it is inaccurate, incorrect, incomplete or out of date.

Ø Right of limitation

You have the right to request the limitation of your personal data. If the right of limitation is exercised, Lemon Way will only be able to archive the data. No other operation can be carried out.

Ø Right of portability

You have the right to request to receive the personal data you provide to Lemon Way, in a structured format, in current use and readable by an automatic device, to transmit them to another data controller. This right can only be exercised if the processing of your data is based on the consent of the data subject or on a contract.

Ø Right of opposition

You have the right to object to the use of your data in two cases:

- For legitimate reasons;
- The collected data are used for commercial purposes.

Ø Right to cancellation

You have the right to request the deletion of your data as soon as possible if one of the reasons provided for in Article 17, paragraph 1, of the European Data Protection Regulation exists. If the data of the interested party has been transmitted to another body, the "right to be forgotten" mechanism is triggered: the data controller must take all reasonable measures to inform the other bodies of the interested party's request to delete any link, copy or reproduction of your personal data.

Ø Post mortem law

You have the right to give instructions regarding your personal data for when you are no longer alive. If so, your heirs may request to consider death or proceed with updates.

16.12 - Deadline for the reply

Lemon Way undertakes to respond to your request on personal access data or the exercise of your rights within a period of 1 month from receipt of the same.

16.13 - Data transfer

Lemon Way uses an authorized supplier based within the European Union.

In case of transfer to a third country, Lemon Way complies with the European regulation on data protection by making use of partners or data processors who present adequate guarantees through an adjustment procedure, standard contractual clauses or internal company rules.

16.14 - Commission Nationale Informatique et Libertés (National Commission of Informatics and Freedoms) (CNIL)

If you believe that Lemon Way does not comply with its obligations under the Law on Information Technology and Freedoms or the European Data Protection Regulation, you can submit a complaint or request to the competent authority. Lemon Way's registered office is in France, the competent authority is the Commission Nationale Informatique et Libertés. You can contact the Commission Nationale Informatique et Libertés online via the following link: <https://www.cnil.fr/fr/plaintes/internet>.

16.15 - Changes

Please note that the GCU can be modified or integrated at any time, especially to comply with any legislative, regulatory, jurisprudential or technological evolution. These changes are binding on the User from their online publication. It is, therefore, necessary for the User to regularly consult the GCU to become aware of any changes.

17- PROBATORY CONVENTIONS

Communications via e-mail are means of communication validly admitted as proof by the Owner and LEMON WAY.

All information recorded in the LEMON WAY online databases, relating above all to Orders and Payment Transactions, have, until proven otherwise, the same probative value as a document written on paper, as regards both their content and date and the time at which they were made and / or received. These unalterable, safe and reliable traces are recorded and stored in the computer systems of LEMON WAY.

LEMON WAY documents that reproduce this information, as well as copies or reproductions of documents provided by LEMON WAY, have, until proven otherwise, the same probative value as the originals.

18- BLOCKING OF THE ACCOUNT

Temporary and immediate suspension of a Payment Account may be ordered by LEMON WAY for any reason and at its discretion, in particular:

- if the Owner has not complied with the provisions of the Framework Agreement
- if the Owner has provided LEMON WAY with inaccurate, expired or incomplete identification data
- in the event of a risk of fraud, money laundering or terrorist financing or a threat to the security of the Payment Account
- in the event of a significant risk of non-fulfillment by the Holder of his payment obligations
- in the event of receipt by LEMON WAY of a large number of refunds, order cancellations or disputes of unauthorized Orders.

This decision is motivated and notified by any means to the Owner. The suspension of the payment account has the aim of protecting the Owner and will not, in any case, give rise to the payment of damages for his benefit.

Reactivation of the Payment Account is at the discretion of LEMON WAY.

Based on the severity of the breach of the Framework Agreement and, in particular, if the Beneficiary has sold illicit Products, LEMON WAY reserves the right to withdraw from the Framework Agreement in accordance with the provisions of Article 19.

19- WITHDRAWAL FROM THE FRAMEWORK CONTRACT

The Owner can fully withdraw from the Framework Agreement, with consequent closure of his Payment Account, by registered letter with acknowledgment of receipt with one month's notice. He must have sufficient Availability available to ensure the successful completion of the payment Transactions in progress for the period necessary for their conclusion and the payment of the expenses owed by him.

LEMON WAY may fully withdraw from the Framework Agreement, with consequent closure of the Payment Account, by registered letter with acknowledgment of receipt with two months' notice.

In the event of a serious breach by a Party, the Framework Agreement can be terminated with immediate effect by simple written notification to the other party. Serious breach by the Owner means: the communication of false information; the

exercise of illegal activities, contrary to morality, money laundering or terrorist financing; threats to employees of LEMON WAY or the Partner site; nonpayment; non-fulfillment of one of the obligations of the Owner provided for herein; termination of the relationship between the Owner and the Partner site; over-indebtedness or, for legal persons, appointment of an ad hoc trustee, bankruptcy trustee, opening of a reorganization or liquidation procedure. We mean serious breach of LEMON WAY: the communication of false information; the non-fulfillment of one of the obligations set forth herein; the appointment of an ad hoc trustee, a bankruptcy trustee, the opening of a reorganization or liquidation procedure.

In the event of a change in the applicable legislation and its interpretation given by the competent regulatory authority concerning the ability of LEMON WAY or its agents to carry out the Payment Transactions, the Framework Agreement will be automatically terminated. The Owner will no longer be able to transmit Payment Orders starting from the effective date of the termination. The Account may be maintained for a period of 15 months to deal with any further disputes and complaints. Payment Transactions undertaken before the effective date of the withdrawal will not be affected by the request for termination and must be carried out within the terms of the Framework Agreement.

Termination of the Framework Agreement entails the definitive closure of the Payment Account. The closure of a Payment Account will not give rise to any indemnity regardless of any damages arising therefrom. The Account Owner that has been closed by LEMON WAY is not authorized, except with the express consent of LEMON WAY, to open another Payment Account. Any Payment Account opened in violation of this provision may be immediately closed by LEMON WAY, without notice.

The Availability on the Payment Account subject to closure will entitle the holder to a payment in accordance with his instructions, without prejudice to the Payment Transactions in progress and any outstanding debts, refusals from banks or future disputes. In the event of the appointment of a successor by LEMON WAY, the Holder may be offered the closure of his Payment Account and the transfer of the Availability to a new payment account opened at the institution designated as successor.

LEMON WAY reserves the right to seek compensation for damage suffered by the violation of the Framework Agreement in court. The closure of the Payment Account may give rise to expenses within the limit set by Article L. 314-13 of the Monetary and Financial Code.

20- MODIFICATION OF THE FRAMEWORK CONTRACT

Each draft modification of the Framework Agreement is communicated on paper or other durable medium to the Owner within two months before the date proposed for its entry into force.

In the absence of a written dispute by registered letter with acknowledgment of receipt addressed to LEMON WAY by the Owner before the expiry of this two-month term, it is assumed that the latter has accepted these changes. In case of refusal of the proposed changes, the Owner may withdraw from the Framework Agreement in writing without penalty by the date proposed for the entry into force of the same. This withdrawal request does not affect the set of charges (costs, expenses, payments) to which the Owner remains subject.

21- GENERAL

In the event that administrative formalities are required for the execution of these General Conditions, LEMON WAY and the Owner will provide each other with mutual assistance in handling these formalities.

If any non-essential clause of the General Conditions is void under the current legislation, it will be considered unwritten but will not result in the nullity of these General Conditions.

The fact that one of the Parties does not claim the Counterparty's non-fulfillment of one of the obligations provided for in these conditions, cannot be interpreted, in the future, as a waiver of the obligation in question.

In case of difficulty of interpretation between any title and any clause of the General Conditions, the title will not be taken into account.

22- APPLICABLE LAW AND JURISDICTION

These General Conditions are governed by French law. Unless otherwise required, any dispute relating to their execution, interpretation or validity will be presented to the competent Courts and Tribunals or, otherwise, in Paris.