

Condiciones Particulares de uso para el servicio de Lista de boda

ARTÍCULO 1 – DEFINICIONES

Usuarios: cualquiera que use el portal Zanky.com.

Beneficiarios: persona física que se beneficia del sitio web de Zanky y del servicio de Lista de Boda.

Invitado: usuario que visita el sitio web o la Lista de Boda del Beneficiario.

Contribuyentes: invitado que ha contribuido a la Lista de Boda del Beneficiario.

Contribución: contribución financiera de un invitado hacia la Lista de Boda del Beneficiario.

Transacción: un pago realizado a través de Zanky.

Wallet: monedero electrónico seguro administrado por la institución de pago LEMON WAY.

Web de boda: espacio creado y administrado por el Beneficiario mediante el cual comparten la información relativa a su boda.

Lista de boda: sección de su sitio web en la que sus invitados pueden hacer contribuciones al Beneficiario.

ARTÍCULO 2 – OBJETO

2.1 - Las condiciones particulares presentadas definen los términos y condiciones de uso para los Beneficiarios y sus invitados, así como el uso de la Lista de boda de ZANKYOU. Estas condiciones específicas, llamadas Condiciones generales de uso del servicio LEMONWAY, son consultables en cualquier momento en el siguiente enlace <https://www.lemonway.com/en/terms-and-conditions/>, también disponibles, en inglés, al final de este documento.

2.2 - Los Beneficiarios, mediante la firma del contrato de activación de su Lista de Boda, así como los Contribuyentes, a través del proceso de contribución, declaran estar plenamente informados y aceptan sin reservas el contenido de las condiciones particulares presentadas "CP" y el uso del servicio propuesto por ZANKYOU. El uso del servicio por los Beneficiarios y Contribuyentes será exclusivamente su responsabilidad.

2.3 - Zanky se reserva el derecho de modificar sin previo aviso el contenido del CP presentado, así como modificar el diseño, la presentación y / o la configuración del sitio web, incluidas todas o parte de las funciones de servicios, con la autoridad de agregar o eliminar.

ARTÍCULO 3 – ESPACIO PERSONAL

3.1 - La creación de un espacio personal es vital para beneficiarse de los servicios ofrecidos al crear un sitio web y una Lista de Boda con ZANKYOU. Se le pedirá al Beneficiario que brinde cierta cantidad de información personal. Toda la información proporcionada por el Beneficiario a través de estos procedimientos certificados para obtener los servicios prestados por ZANKYOU debe ser veraz y exacta, y por esta razón, garantizar la autenticidad del Beneficiario. Si el Beneficiario se niega a proporcionar la información antes mencionada, entonces se le impedirá crear su espacio personal y, en consecuencia, su suscripción a los servicios mencionados a continuación también se anulará.

3.2 - Al crear un espacio personal con ZANKYOU, debe crear un perfil con un correo electrónico y una contraseña que el Beneficiario se comprometa a utilizar. Esta contraseña establece una garantía de confidencialidad de la información contenida en el espacio personal y, por lo tanto, se prohíbe al Beneficiario compartir esta información con un tercero. En consecuencia, el Beneficiario es la única persona responsable de su contraseña y ZANKYOU no será responsable del acceso no autorizado a la cuenta del Beneficiario.

ARTÍCULO 4- DESCRIPCIÓN GENERAL DE LOS SERVICIOS DEL SITIO WEB Y LISTA DE BODA

4.1 - ZANKYOU ofrece a los Beneficiarios, quienes celebrarán su unión matrimonial ("matrimonio"), una plataforma en la que pueden personalizar, organizar y estructurar un sitio web de bodas que les permite compartir toda la información que consideren útil asociada a su boda. El acceso al sitio web se comparte con los invitados del Beneficiario, estos últimos pueden hacer una contribución a La Lista de Boda si así lo desean.

4.2 - La creación de un sitio web de bodas es gratis. Los Beneficiarios pueden suscribirse a los servicios de pago llamados "Opciones Premium". Las descripciones de estas opciones son consultables en la sección "Premium" del sitio web del Beneficiario.

4.3 - La validez de la lista de boda está vinculada a la web que la contiene. La web de la boda es gratis por un (1) año a partir de la fecha de registro. Sin embargo, a partir de este período, los Beneficiarios podrán abandonar su sitio web y registro que posteriormente serán archivados o ampliar su sitio web por un (1) año o un (1) mes más adquiriendo la opción premium "extensión de servicio". La tarificación de esta opción está disponible en la sección Premium del espacio personal del usuario. En el caso de que la Lista de Boda aún tenga fondos no transferidos en el momento del vencimiento, este dinero se utilizará para renovar automáticamente el sitio web y el registro por un (1) mes más. Los Beneficiarios serán informados por correo electrónico de la próxima expiración de su sitio web, 45 días antes, y los 15 días antes de la fecha de vencimiento.

4.4 - Los Beneficiarios tienen la opción de limitar el acceso a su sitio web y Lista de boda agregando una contraseña. Depende de los Beneficiarios compartir esta contraseña con sus invitados. Al compartir esto, los Beneficiarios reconocen que ellos serán responsables del uso de su sitio web a través de sus invitados y la difusión de esta contraseña es enteramente su responsabilidad. El uso del sitio web por parte del invitado estará subordinado a la validación de las condiciones generales de uso del sitio web.

4.5 - Por defecto, se hará referencia a cada sitio web de bodas en los motores de búsqueda. Los Beneficiarios tienen la opción de solicitar que su sitio esté indexado de acuerdo con la sección de Confidencialidad de este acuerdo. Los retrasos de indexado o desindexado de un sitio web dependen completamente de los motores de búsqueda en cuestión. ZANKYOU no será responsable de este período de tiempo.

4.6 - ZANKYOU ofrece a los Beneficiarios la opción de solicitar "Los Tarjetones para su invitación de boda" de forma gratuita para compartir su sitio web y / o la Lista de boda con sus invitados. Esto está limitado a 100 tarjetas a través del sitio, sin embargo, es posible solicitar hasta 200 informándonos a través de help@zankyou.com o por teléfono. Una vez que se ha realizado esta solicitud, el período de espera es de cuatro (4) a seis (6) semanas. Una vez se envía la solicitud, la demora en recibir estas tarjetas dependerá por completo del servicio postal. En el caso de un error no responsable ante Zankyou basado en el contenido o el diseño de las tarjetas o la dirección proporcionada, se enviará un nuevo pedido, las tarifas de este servicio se cargarán a los Beneficiarios.

4.7 - Es por defecto que el invitado se inclinará a pagar los costes de "Tarjeta de felicitación física" mientras hace una contribución a través de la Lista de Boda. La "Tarjeta de felicitación física" se envía al Beneficiario dos (2) semanas después de la fecha de la boda, siempre que hayan confirmado su dirección postal, e incluyen, entre otros, los mensajes impresos enviados por los invitados que decidieron participar en esta opción. Los importes de "Tarjeta de felicitación física" son de 2,99 € por contribución y se cobran al invitado. Aquellos que no deseen participar en esto deben desmarcar esta casilla y pueden solicitar un reembolso o cancelar esta opción dentro de los siete (7) días posteriores a la realización de este pago. Los Beneficiarios pueden anular la selección de esta opción en su sitio web en "Configuración" de su Lista de Boda para que esta opción no se marque automáticamente de manera predeterminada cuando los invitados hagan contribuciones. En el caso de que el Beneficiario desee recibir los mensajes que dejan sus invitados que no han participado en este, pueden pagar la suma correspondiente de la nueva solicitud de los mensajes restantes.

ARTÍCULO 5- CREANDO UNA LISTA DE BODA

5.1 - El servicio ofrecido por ZANKYOU permite a los Beneficiarios insertar una Lista de boda en el sitio web de su boda. ZANKYOU tiene un catálogo de ideas de regalos disponibles para los Beneficiarios del cual pueden usar única o parcialmente y mezclarlo con otros regalos que han creado en su registro. Las cantidades, fotos y descripciones en el catálogo no son contractuales. ZANKYOU no será responsable de la disponibilidad o de las no conformidades de las ideas de regalos presentadas en el catálogo. Los Beneficiarios también pueden crear sus propias ideas de regalo y agregarlas a su Lista de Boda. En este caso, el Beneficiario deberá agregar una foto, una descripción y un precio al regalo que han creado. ZANKYOU no será responsable de ningún derecho de propiedad intelectual que pueda derivarse de las descripciones mencionadas y / o las fotos de las ideas de regalo agregadas por los Beneficiarios, así como de su existencia.

5.2 - El coste de una Lista de Boda, se indica en detalle en el documento "Tarifas" que está disponible en la siguiente página:

https://www.zankyou.com/docs/rates_es.pdf

ARTÍCULO 6 – REALIZAR CONTRIBUCIONES

6.1 - El invitado puede realizar una contribución a través de diversos métodos de pago (Visa de débito y Mastercard, cheque y transferencia bancaria) siguiendo el proceso establecido en el sitio. ZANKYOU garantiza la seguridad del pago y enviará al invitado un correo electrónico a la dirección utilizada al

realizar el pago, informándole de los detalles y la referencia del pago que ha realizado. La contribución total hecha por el Contribuyente solo será consultable para los Beneficiarios.

6.2 - Los Beneficiarios recibirán un correo electrónico de notificación cada vez que un Contribuyente haga una contribución a su Lista de Boda. Los Beneficiarios serán responsables de verificar la identidad de los Contribuyentes en su sitio web y de garantizar que los pagos recibidos sean coherentes con el servicio propuesto por ZANKYOU. Los Beneficiarios podrán rechazar las contribuciones poniéndose en contacto con ZANKYOU, en cualquier caso, la suma, con los costes bancarios deducidos, será reembolsada al Contribuyente, que será informado del rechazo de su contribución por parte de los Beneficiarios.

6.3 - Las donaciones hechas por los Contribuyentes se mantendrán en la cuenta bancaria asociada al sistema de pago de LEMON WAY. Esta cuenta bancaria solo se utilizará para recibir estas contribuciones y para realizar transferencias a los Beneficiarios. LEMON WAY garantiza, en todo momento, la gestión y el control de todo el flujo financiero del servicio de Lista de Boda de ZANKYOU.

6.4 - En la lucha contra el fraude y el blanqueo de dinero, las contribuciones hechas con tarjeta bancaria estarán sujetas a un período de validación de cinco (5) días. Durante este período, la contribución se etiquetará como "en espera de validación" y no podrá ser transferida.

6.5 - El Contribuyente se beneficiará de un período de retractación de cinco (5) días desde la fecha del pago. La solicitud de un pago reembolsado debe enviarse por correo electrónico a help@zankyou.com. Los costes generados por este reembolso se deducirán del reembolso total. En caso de que los Beneficiarios hayan utilizado la totalidad o una parte de la contribución, la solicitud de reembolso será rechazada y los Contribuyentes deberán estar en contacto con los Beneficiarios en relación con este tema, sin la intervención o participación de ZANKYOU. Los apellidos de los Beneficiarios se muestran en su sitio web, incluidos los datos de contacto del invitado al realizar un pago. ZANKYOU no será responsable de ningún error cometido en una Lista de Boda. ZANKYOU y sus trabajadores y gerentes no estarán involucrados.

6.6 - En el caso de que una contribución resulte ser fraudulenta o ficticia (un cheque sin fondos, transacción realizada con una tarjeta cancelada...) o no finalizada (transferencia o cheque no recibido) ZANKYOU informará a los Beneficiarios. La contribución se cancelará y no se enviará a la cuenta de los Beneficiarios. ZANKYOU y sus empleados no participarán y no serán considerados responsables.

ARTÍCULO 7 – USO DE CONTRIBUCIONES

7.1 - Los Beneficiarios deben proporcionar a ZANKYOU los documentos que se detallan a continuación para finalizar la activación de su Lista de Boda y realizar una solicitud de transferencia desde su Lista a su cuenta bancaria personal. Estos documentos se solicitan en virtud de la regulación AML-ATF (Anti-Lavado de Dinero-Financiamiento del Terrorismo).

- a. Asociación de una cuenta bancaria asignada a la Lista de Boda (contrato de activación), disponible en el sitio, para ser rellenado correctamente y firmado electrónicamente por uno de los dos Beneficiarios.
- b. Un extracto oficial bancario que certifica que los datos bancarios del titular de la cuenta son los mismos que los ingresados en el contrato de activación.
- c. ID del titular de la cuenta. Esto puede ser un pasaporte o ambos lados del Documento Nacional de Identidad. En el caso de una cuenta conjunta, se requiere la identificación de cada persona.
- d. Documento de identidad adicional del titular de la cuenta (pasaporte, documento nacional de identidad o carnet de conducir).

ZANKYOU se reserva el derecho de no activar una Lista de Boda si no se cumplen todos los requisitos. ZANKYOU igualmente se reserva el derecho de solicitar documentación adicional para verificar la identidad de los Beneficiarios.

Importante: una vez los documentos del titular de la cuenta mandados y validados, no se admitirá ningún cambio de titular. Se podrá cambiar la cuenta bancaria asociada a la lista siempre que el titular de la cuenta sea el mismo.

7.2 - Una vez que se completen las condiciones requeridas, ZANKYOU informará a los Beneficiarios que su cuenta bancaria ha sido asociada con éxito a su Lista. A partir de este momento, los Beneficiarios podrán realizar transferencias en su sitio web desde su Lista de Boda Zankyou a su cuenta bancaria asociada. Esta suma estará compuesta exclusivamente por las contribuciones hechas en su cuenta ZANKYOU en el momento de la solicitud. La modificación de la cuenta bancaria asociada solo será posible siguiendo el mismo procedimiento explicado en la sección anterior.

7.3 - El nombre de usuario y la contraseña de los Beneficiarios son indispensables, suficientes y lo suficientemente legítimos para solicitar una transferencia. Los Beneficiarios serán titulares conjuntos de su cuenta.

7.4 - El saldo en la cuenta de ZANKYOU asociada a la boda será administrado por LEMON WAY hasta que los BENEFICIARIOS soliciten una transferencia. Una vez que se haya recibido la solicitud de transferencia, la transferencia se completará dentro de los próximos dos días hábiles, siempre que todos los documentos cumplan con las reglamentaciones. ZANKYOU no será responsable del uso del saldo que los BENEFICIARIOS transferirán a su cuenta bancaria.

7.5 - Los Beneficiarios aceptan la cancelación y el reembolso de una contribución en el caso de que el invitado lo solicite. ZANKYOU reembolsará la contribución realizada utilizando los fondos disponibles en la cuenta de los Beneficiarios. En el caso de que los fondos sean inferiores a la contribución, ZANKYOU solicitará a los Beneficiarios que transfieran dicha cantidad. Los costes infligidos a ZANKYOU se cobrarán al invitado.

7.6 - En el caso de que uno de los Beneficiarios se enferme o muera antes de haber cumplido con todos los requisitos establecidos en el párrafo 1 de este artículo, ZANKYOU enviará dos cheques correspondientes al 50% del importe recibido: uno al otro Beneficiario vivo y el otro a quien tenga tutela, a saber, el heredero legal del beneficiario fallecido o declarado inválido. En el caso de que ambos Beneficiarios mueran, ZANKYOU mantendrá la suma de la cuenta conectada a la Lista de Boda hasta que sea reclamada por los herederos legalmente probados de los Beneficiarios. En el caso de que ambos Beneficiarios no estén sanos, esta solicitud será llevada a cabo por aquellos a cargo de su tutela.

7.7 - Los beneficiarios resolverán cualquier tipo de conflicto que pueda surgir con respecto a la distribución de contribuciones futuras hechas en su Lista de Boda entre ellos sin la mediación de ZANKYOU.

7.8 - ZANKYOU ofrece a los Beneficiarios la opción de beneficiarse de una red de negocios asociados y agencias de viajes. Los pasos a seguir así como el importe de cada promoción se detallan en la sección "Promociones" del sitio web de los Beneficiarios.

7.9 - Zankyou les da a los Beneficiarios la oportunidad, si lo desean, de transferir una parte de sus contribuciones recibidas en su Lista de Boda ZANKYOU a varias ONG asociadas de ZANKYOU. En este caso, la transferencia será hecha por ZANKYOU en nombre de los Beneficiarios y la ONG enviará un recibo de impuestos a los Beneficiarios una vez que se haya recibido la contribución.

ARTÍCULO 8 – LUCHA CONTRA EL FRAUDE Y EL LAVADO DE ACTIVOS

8.1 - ZANKYOU tiene un sistema antifraude, tomando forma tanto en controles automáticos como manuales de Transacciones realizadas en el sitio. En el caso de que se active una alerta, ZANKYOU se reserva el derecho de solicitar información adicional a los Beneficiarios y a los Contribuyentes.

8.2 - Si se sospecha fraude, ZANKYOU se reserva el derecho de bloquear un pago o una Lista de Boda en su totalidad hasta que se disipe toda duda. En caso de que las dudas persistan o cuando un Beneficiario o Contribuyente se niegue a colaborar, ZANKYOU estará obligado a cerrar la Lista de Boda y hacer el reembolso a los Contribuyentes sin ser responsable.

ARTÍCULO 9 – CANCELACIÓN DE LA BODA

9.1 - En el caso de que la boda sea cancelada, los Beneficiarios deben alertar a los contribuyentes y a ZANKYOU inmediatamente. En todos los casos, ZANKYOU se reserva el derecho de notificar a los contribuyentes la cancelación de la boda y cerrar su sitio web y Lista de Boda.

9.2 - La cancelación de la boda dará como resultado el cierre de la Lista de Boda.

a. La suma de las donaciones que ya han sido transferidas a los Beneficiarios seguirá siendo su responsabilidad, evitando que los Contribuyentes se comuniquen con ZANKYOU sobre el tema.

b. En cuanto al importe de las contribuciones, que en el momento de la cancelación aún no se han transferido, los Beneficiarios deben indicar si este dinero debe transferirse a su cuenta bancaria o reembolsarse a los Contribuyentes. En este caso específico, los Contribuyentes deben solicitarlo por escrito a ZANKYOU. Estos cargos pueden ser abonados por los Beneficiarios si así lo desean.

9.3 - ZANKYOU no será responsable de las disputas que puedan surgir entre los Contribuyentes y los Beneficiarios con respecto a las consecuencias de la cancelación de la boda y la redistribución de las contribuciones. Bajo ninguna circunstancia ZANKYOU asumirá ninguna posición de intermediario dentro de circunstancias controvertidas que puedan surgir entre los Contribuyentes y los Beneficiarios, así como también entre los futuros recién casados.

ARTÍCULO 10 – DECLARACIONES Y RESPONSABILIDADES DE TODOS LOS USUARIOS SIN EXCEPCIÓN

10.1 - Los usuarios acuerdan usar el Servicio de acuerdo con el GTCU de LEMON WAY y estos T & C, la ley, la moral, las buenas costumbres generalmente aceptadas y el orden público.

10.2- Los usuarios no publicarán ningún contenido que pueda dañar a otros en su Lista de Boda o que no respete las leyes vigentes.

10.3 - Los usuarios entienden que Zankyou no puede hacerse responsable de toda la información contenida en el sitio web que utilizan.

ARTÍCULO 11 – DECLARACIONES Y RESPONSABILIDADES DE LOS BENEFICIARIOS

11.1 - Los Beneficiarios declaran ser mayores de edad y disponer de la capacidad jurídica necesaria para solicitar los servicios ofrecidos por ZANKYOU.

11.2 - Los Beneficiarios deben registrarse en línea en el sitio web, leer y aceptar las condiciones generales y específicas antes de poder utilizar los servicios ofrecidos. En su acuerdo, los Beneficiarios:

a. Garantizar la veracidad de la información proporcionada sobre su identidad, su dirección de correo electrónico y su dirección postal que han enviado en los formularios de registro.

b. Declararse responsables de la autenticidad del matrimonio así como de la veracidad de la información escrita en su sitio web y garantizar que el contenido publicado respetará las leyes vigentes en la materia y la dignidad de las personas. Solo los Beneficiarios podrán utilizar su sitio web o su Lista de Boda en relación con el material gráfico o textos si tienen los derechos de uso correspondientes.

c. Son responsables del uso correcto de su sitio web, tanto para la contraseña para iniciar sesión como para conectarse a su espacio personal. Los Beneficiarios deben alertar a ZANKYOU inmediatamente sobre cualquier credencial de inicio de sesión robada o perdida, asumiendo completamente las consecuencias hasta que se nos haya alertado. Una vez que ZANKYOU haya recibido esta información, los Beneficiarios recibirán nuevas credenciales de inicio de sesión.

ZANKYOU no será responsable de los derechos de propiedad intelectual derivados de descripciones y / o fotografías de ideas de regalos insertadas por los Beneficiarios, así como de la realidad o la existencia de los incluidos.

11.3 - Los Beneficiarios no realizarán ningún tipo de acción contra ZANKYOU para proteger su imagen, derechos de propiedad intelectual y su vida privada, con respecto a toda la información publicada en su sitio web y reconocen que la publicación de su sitio web hará que se encuentre en los motores de búsqueda. Si bien el Beneficiario realiza esta solicitud, los motores de búsqueda tienen un período de espera de cuatro (4) semanas como mínimo para eliminar toda la información. ZANKYOU no será responsable de este período.

11.4 - Los Beneficiarios resolverán cualquier tipo de conflicto que pueda surgir con respecto al contenido del sitio web de su boda entre ellos, sin la mediación de ZANKYOU.

11.5 - Los Beneficiarios aceptarán devolver el pago al Contribuyente en caso de que esto pueda ser el resultado de una actividad fraudulenta. El Contribuyente podrá realizar esta reclamación a través de su banco dentro de un período de 1 año después de haber hecho la contribución. ZANKYOU reembolsará la contribución utilizando los fondos disponibles en la cuenta ZANKYOU de los Beneficiarios. En el caso de que los fondos de los Beneficiarios sean inferiores a esta cantidad, ZANKYOU se reservará el derecho de solicitar el importe restante a los Beneficiarios.

ARTÍCULO 12 - DECLARACIONES Y RESPONSABILIDADES DEL CONTRIBUYENTE

12.1 - El contribuyente garantiza la veracidad de la información proporcionada sobre su identidad, su dirección de correo electrónico y su dirección postal mientras hace un pago y acepta que esta información se comparta con los Beneficiarios.

12.2 - El Contribuyente se declara responsable de hacer una contribución en una Lista de Boda, omitiendo cualquier responsabilidad en nombre de ZANKYOU por cualquier error de su parte con respecto a la identificación de la Lista de Boda o la cantidad aportada.

12.3 - El Contribuyente acepta que los pagos realizados son irrevocables, y reconoce que no puede solicitar que ZANKYOU realice un reembolso, aparte de los casos mencionados en los artículos 6.5, 7.6 y 9.2.b

12.4 - El contribuyente se declara responsable de la veracidad de la información que ha proporcionado, en este caso preciso, en el sitio web de la boda y garantiza que el contenido publicado en este sitio web respete las leyes vigentes y la dignidad de las personas. Solo podrán usar el material gráfico o los textos en los que tienen derecho de uso. Los Contribuyentes aceptan nunca usar este servicio fuera del contexto de una boda.

ARTÍCULO 13 - EXONERACIÓN DE RESPONSABILIDAD

13.1 - En el caso de que sea imposible acceder al sitio web, por razones técnicas o por cualquier motivo que no sea imputable a ZANKYOU, el usuario no podrá reclamar daños y perjuicios ni ninguna compensación.

13.2 - En la medida en que los diferentes servicios e interfaces puestos a disposición de los Beneficiarios en este sitio son gratuitos, ZANKYOU no será responsable por su disponibilidad y el correcto funcionamiento de estos servicios. Cualquier disfunción o interrupción de estos servicios, por lo tanto, no constituirá un daño para los usuarios que no podrán reclamar ninguna compensación.

13.3 - Para un cliente que se ha registrado para en un servicio pago por un período de tiempo determinado, podrá reclamar un reembolso proporcional a la cantidad de tiempo que este servicio no está disponible.

13.4 - Los sitios y el contenido publicado son la responsabilidad completa y entera de la persona que lo creó. Los usuarios son directamente informados de que ZANKYOU no garantiza la exactitud de los datos en el sitio de ninguna manera. El Beneficiario solo responderá al contenido del sitio que haya creado, la originalidad, la autenticidad y la naturaleza de los derechos que conllevan no serán de ninguna manera responsabilidad de ZANKYOU y no será responsable en este sentido. Por lo tanto, el Beneficiario reconoce que debe asumir la responsabilidad si alguna vez toman medidas contra ZANKYOU, para el almacenamiento o la difusión del contenido de los servicios ofrecidos en este sitio web. Del mismo modo, ZANKYOU no será responsable de los comentarios que dejan los invitados y los usuarios de Internet en los sitios web; este comentario es personal y es responsabilidad exclusiva de la persona que lo dejó. Sin embargo, los usuarios pueden enviar un correo electrónico a ZANKYOU para solicitar la eliminación de cualquier comentario.

13.5 - Los enlaces de hipertexto estarán presentes en los sitios web de los Beneficiarios y pueden conducir a otros sitios de Internet. No se puede incurrir en la responsabilidad de ZANKYOU si el contenido de estos sitios infringe las leyes vigentes. Del mismo modo, ZANKYOU no será responsable si la visita de un usuario a uno de los sitios les causa algún daño o perjuicio.

13.6 - ZANKYOU puede cambiar las Condiciones Particulares actuales en cualquier momento.

Anexo: CGU de Lemon Way

PAYMENT SERVICES FRAMEWORK AGREEMENT
General Terms and Conditions of Use of Payment Services
CrowdFunding
2018 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 863.137,64 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 website. LEMON WAY's internet site, as a payment institution, is as follows: 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 (The list of documents required at the start of the relationship is non-exhaustive):

- 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 (The list of documents required at the start of the relationship is non-exhaustive):

- 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 (The list of documents required at the start of the relationship is non-exhaustive) :

- 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), 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

Regarding the supply of money by endorsed checks into the Payment Account, we hereby inform the Account Holder that the aforementioned endorsed checks are processed by a subcontractor.

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.

LEMON WAY may at any time refuse to accept an incoming payment from a high risk and non-cooperative jurisdiction in accordance with the FATF public statement; from countries considered as tax havens by the European Union; from persons appearing on the Unique Freeze List from the Directorate-General for the Treasury, the European Union Freeze List and the FOCA Freeze List.

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 standard in the identification of the Account Holder

The Account Holder is subject to the following standard:

- If the Account Holder is a private individual, they are hereby informed that 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 without identification documents 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 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-authorised transaction.

This notification must be sent by email to the following email address: alerte.lcbft@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 phone 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 part 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's Website is accessible without providing any personal information. However, in order to use our services, the collection of your personal data is a condition for concluding the contract.

In accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing personal data and the free

movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and with Act n°78-17 of 6 January 1978 on Information Technology, data files and civil liberties, Lemon Way hereby informs you:

16.1 Identification of data Controller

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

16.2 Data Protection Officer

You can reach the Data Protection Officer on the following e-mail address: dpo@lemonway.com and on the following telephone number: + 33 (0)1 48 18 10 41.

16.3 Purposes of the processing operation

Within the framework of the usage of own website and own services, the processing of personal data has as purpose the management of customers, the creation and management of accounts, the management of contracts, the management of cancellations, the management of litigation, the management of the website, mailing, communications, the creation of accounts, verifications in the anti against money laundering and counter-terrorism financing, prospecting, client management, the elaboration of statistics, the managing queries related to "law of persons", the implementation of partners, the management of support.

16.4 Nature of the collected data

Lemon Way collects directly and indirectly the following categories of data concerning its Users: Civil status, identity, identification data...

- Data related to professional activity (CV, education, professional training, etc.);
- Economic and financial information (income, financial situation, tax situation, etc.);
- Connection data (IP addresses, event logs...)

16.5 Source of data collection

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

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

16.6 Consent requirement

Personal data shall be collected on the sole condition of an explicit clear consent of the user. The latter may withdraw his consent any time. You can withdraw your consent via the address dpo@lemonway.com.

16.7 Legitimate interest of the processing operation

When Lemon Way collects and uses personal data on the basis of legitimate interest, its purpose is to prospect for customers and develop the number of its partners.

16.8 Scoring

Scoring is only set up in the anti against money laundering and terrorism financing.

16.9 Data recipients

The recipients of your personal data are Lemon Way's authorised employees, the supervisory authorities, our partners and our subcontractors. Your personal data may also be disclosed pursuant to a law, regulation or decision of a competent regulatory or judicial authority.

16.10 Data retention period

The personal data collected by Lemon Way are kept for the necessary period until the purpose is fulfilled. The collected data becomes intermediate archives or are anonymised and kept for statistical and historical purposes.

Purges concerning your personal data are set up in order to verify the effective deletion as soon as the conservation or archiving period necessary for the fulfilment of the determined or imposed purposes when is fulfilled.

16.11 Rights of persons

In accordance with the provisions in force, you have rights concerning your personal data which you can exercise by writing to the postal address mentioned in point 1 by sending it to the DPO or by writing to dpo@lemonway.com

Ø Right of access

You have the right to access your personal data. However, for security and confidentiality reasons, your request can only be processed if you provide proof of identity.

Lemon Way can oppose or set up billing for manifestly abusive requests (large number of requests, repetitive or systematic nature).

Ø Right of rectification

You have the right to request the rectification of your personal data when they are inaccurate, erroneous, incomplete or obsolete.

Ø Right to limitation

You have the right to request the limitation of your personal data. When the right to limit is requested, Lemon Way may only store the data. No other operation can take place.

Right to portability

You may request to retrieve the personal data you have provided to Lemon Way in a structured, commonly used and machine-readable format for transmission to another data controller. This right can only be used 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 situations:

You have legitimate reasons;

The data collected are used for commercial purposes.

Ø Right to erasure

You have the right to request the deletion of your data as soon as possible if one of the grounds in Article 17(1) of the European Data Protection Regulation applies.

If the data of the data subject have been transmitted to other entities, the "right to forget" mechanism is triggered: the controller must take all reasonable measures to inform the other entities that the data subject has requested the deletion of any link to his/her personal data, or of any copy or reproduction thereof.

Ø Post-mortem law

You have the option of defining guidelines regarding your personal data after your death. If necessary, your heirs may require consideration or updates.

16.12 Response Time

Lemon Way commit to respond to your request for personal access data or the exercise of your rights within 1 month of receipt of your request.

16.13 Data transfer

Lemon Way uses an authorised service provider located in the European Union.

In case of transfer to a third country, Lemon Way complies with the European Data Protection Regulation by using partners or subcontractors with adequate safeguards through an adequacy procedure, standard contractual clauses or internal company rules.

16.14 Commission Nationale Informatique et Libertés (CNIL)

If you consider that Lemon Way does not respect its obligations under the Data Protection Act or the European Data Protection Regulation, you can send a complaint or a request to the competent authority. Lemon Way's head office being located in France, the competent authority is the Commission Nationale Informatique et Libertés. You can contact the Commission Nationale Informatique et Libertés electronically via the following link: <https://www.cnil.fr/fr/plaintes/internet>.

16.15 Amendment

Please note that the GCU may be amended or supplemented at any time, in particular in order to comply with any legislative, regulatory, jurisprudential or technological changes. These modifications commit the User as soon as they are published. It is therefore advisable that the User regularly consults the GCU in order to become aware of any changes.

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 contact; 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 authorized 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 authorized, unless explicitly authorized 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.