

## Condizioni particolari del servizio di Lista nozze Zankyou

### ARTICOLO 1 – DEFINIZIONI

**Utenti:** chiunque navighi sul portale.

**Beneficiari:** indicano le persone fisiche che beneficiano dei servizi del sito e della lista nozze Zankyou.

**Invitati:** tutti coloro che visitano il sito o la lista nozze del Beneficiario.

**Contribuenti:** gli invitati che hanno acquistato un regalo della lista nozze del Beneficiario.

**Contributo:** partecipazione economica di un invitato alla lista nozze del Beneficiario.

**Transazione:** operazione di pagamento effettuata attraverso Zankyou.

**Wallet:** portafoglio elettronico sicuro gestito dal sistema di pagamento LEMONWAY.

**Sito delle nozze:** spazio creato e amministrato dal Beneficiario attraverso il quale vengono pubblicate e condivise informazioni sul matrimonio.

**Lista nozze:** sezione di un sito web delle nozze nel quale gli invitati possono effettuare contribuzioni al Beneficiario.

### ARTICOLO 2 – OGGETTO

**2.1** - Le presenti Condizioni Particolari (d'ora in poi CP) hanno l'obiettivo di definire i termini e le condizioni delle relazioni esistenti tra le varie parti, ovvero BENEFICIARI, INVITATI e qualsiasi altro utente che usufruisce del servizio di lista nozze ZANKYOU. Queste CP completano le Condizioni Generali del servizio di LEMON WAY (chiamato "CGU di LEMON WAY"), queste sono consultabili in qualsiasi momento su <https://www.lemonway.com/it/condizioni-general-di-utilizzo/>

**2.2** - I Beneficiari firmando il contratto di attivazione della Lista nozze ZANKYOU, così come I Contribuenti, dichiarano di essere completamente a conoscenza di tutte le condizioni del presente Contratto e di accettarle in ogni sua parte. L'utilizzo del servizio da parte dei Beneficiari e dei Contribuenti sarà esclusivamente sotto la loro responsabilità.

**2.3** - ZANKYOU si riserva il diritto di modificare il contenuto del CP inviato senza preavviso, nonché di modificare il design, la presentazione e/o la configurazione del sito web, incluse tutte o parte delle funzioni del servizio, con l'autorità di poter aggiungere o di eliminare.

### ARTICOLO 3 – SPAZIO PERSONALE

**3.1** - La creazione di uno spazio personale è fondamentale per beneficiare dei servizi offerti durante la creazione del sito Web e della lista nozze con ZANKYOU. Al Beneficiario verrà chiesto di fornire una certa quantità di informazioni personali. Tutte le informazioni fornite dal Beneficiario attraverso queste procedure certificate per ottenere i servizi forniti da ZANKYOU devono essere veritiere e accurate e, per questo motivo, devono garantire l'autenticità del Beneficiario. Se il Beneficiario rifiuta di fornire le informazioni richieste, allora gli sarà impedito di creare il suo spazio personale e, di conseguenza, l'iscrizione ai servizi sarà anch'essa annullata.

**3.2** - Al momento della creazione dello spazio personale con ZANKYOU, bisogna creare un profilo con un'email e una password che il Beneficiario sceglie di utilizzare. Questa password stabilisce una garanzia di riservatezza delle informazioni contenute all'interno dello spazio personale e, pertanto, è vietato al Beneficiario condividere queste informazioni con una terza parte. Di conseguenza, il Beneficiario è l'unica persona responsabile della sua password e ZANKYOU non sarà responsabile per l'accesso non autorizzato all'account del Beneficiario.

### ARTICOLO 4 - DESCRIZIONE GENERALE DEI SERVIZI DEL SITO WEB E DELLA LISTA NOZZE

**4.1** - ZANKYOU, attraverso le modalità descritte di seguito, offre ai Beneficiari che si stanno per sposare una piattaforma attraverso cui poter organizzare e strutturare un sito web dedicato al loro matrimonio, e facilita l'accesso a questa pagina ad ogni persona (di seguito «INVITATO») che l'utente desidera, permettendogli di effettuare acquisti presso la sua lista nozze pubblicata all'interno del sito.

**4.2** - La creazione del sito web del matrimonio è gratuito. I Beneficiari possono comprare i servizi di pagamento denominati "Opzioni Premium". Le descrizioni di queste opzioni sono disponibili nella sezione "Premium" del sito Web del Beneficiario.

**4.3** - La validità della lista nozze è legata a chi la possiede. Il sito Web del matrimonio è gratuito per un (1) anno dalla data di registrazione sul portale. Tuttavia, terminato questo periodo, i Beneficiari possono decider di eliminare il loro sito Web e la registrazione che verranno successivamente archiviati, o rinnovare la durata del loro sito web per un ulteriore anno (1) comprando l'opzione premium "Estensione del servizio" per un prezzo totale di € 15. Nel caso in cui la Lista Nozze abbia ancora fondi non trasferiti

al momento della scadenza, questi soldi saranno utilizzati per rinnovare automaticamente il sito Web e la registrazione per un ulteriore anno (1). I Beneficiari saranno informati tramite due email della prossima scadenza del loro sito Web, 45 giorni prima e 15 giorni prima della data di scadenza.

**4.4** – I Beneficiari hanno la possibilità di limitare l'accesso al proprio sito Web e alla lista nozze aggiungendo una password. Spetta ai Beneficiari condividere questa password con i propri Invitati. Condividendo questo dato, i Beneficiari riconoscono che saranno responsabili per l'uso del loro sito Web attraverso i loro ospiti e la diffusione di questa password è interamente sotto la loro responsabilità. L'utilizzo del sito Web da parte dell'ospite sarà subordinato alla convalida delle condizioni generali di utilizzo del sito Web.

**4.5** – Automaticamente, ogni sito Web delle nozze sarà referenziato nei motori di ricerca. I Beneficiari hanno la possibilità di richiedere che il loro sito sia indicizzato in conformità con la sezione Riservatezza del presente accordo. I ritardi di indicizzazione o deindicizzazione di un sito Web dipendono completamente dai motori di ricerca in questione. ZANKYOU non sarà responsabile per questo periodo di tempo di attesa.

**4.6** – ZANKYOU offre ai Beneficiari la possibilità di richiedere gratuitamente le proprie "Wedding Card" per condividere il sito web e/o la lista nozze con i loro ospiti. La richiesta attraverso il portale è limitata al numero di 100 Wedding Card, tuttavia, è possibile richiederne fino a 200 contattandoci via email a [help@zankyou.com](mailto:help@zankyou.com) o telefonicamente. Una volta che la richiesta è stata effettuata, il periodo di attesa è da quattro (4) a sei (6) settimane. Il ritardo nella ricezione delle Wedding Card dipenderà interamente dal servizio postale. Nel caso di un errore non responsabile ZANKYOU circa il contenuto o al design delle Wedding Card o all'indirizzo fornito, verrà inviato un nuovo ordine, il prezzo di questo servizio verrà addebitato ai Beneficiari.

**4.7** – Per impostazione predefinita, l'ospite si occuperà di pagare il costo del "Biglietto di auguri cartaceo" durante l'acquisto del regalo nella Lista nozze. I "Biglietti di auguri cartacei" vengono inviati al Beneficiario due (2) settimane dopo la data del matrimonio, a condizione che abbiano confermato il proprio indirizzo postale, e comprendono i messaggi stampati in versione cartacea degli ospiti che hanno scelto questa opzione. Il prezzo del "Biglietto di auguri cartaceo" è di € 2,99 ed è a carico dell'ospite. Coloro che non desiderano acquistare l'opzione in formato cartaceo dovranno deselezionare questa casella e nel caso, potranno richiedere un rimborso o annullare questa opzione entro sette (7) giorni dopo aver effettuato questo pagamento. I Beneficiari possono deselezionare l'opzione dal loro sito Web nella sezione "Opzioni" della Lista Nozze, per togliere l'opzione automatica al momento dell'acquisto del regalo. Nel caso in cui il Beneficiario intenda ricevere i biglietti degli ospiti che non hanno partecipato a questa modalità in formato cartaceo, possono pagare l'importo corrispondente della stampa dei messaggi mancanti.

**4.8** – ZANKYOU offre inoltre l'opzione 'Lista Nozze Amazon', attraverso la quale il Beneficiario riceverà metà degli importi regalati dai propri invitati mediante un codice, che potrà inserire all'interno del sito [Amazon.it](https://www.amazon.it) nella sezione 'Buoni regalo' per scegliere tra le proposte presenti nel portale

## **ARTICOLO 5 – CREAZIONE DI UNA LISTA NOZZE**

**5.1** – ZANKYOU permette ai Beneficiari di aggiungere al proprio sito Web una Lista nozze online. Per la creazione di quest'ultima, ZANKYOU mette a disposizione dell'Utente un catalogo dove poter selezionare diverse Idee regalo, tutte interamente modificabili, oltre a permettere di creare un nuovo regalo non presente nel Catalogo. Per poter far ciò, basterà che l'utente carichi una foto, una piccola descrizione ed il prezzo del regalo che desidera aggiungere. ZANKYOU non è in alcun modo responsabile dei diritti di proprietà intellettuale che possono derivare dalle descrizioni o dalle immagini inserite dagli utenti per presentare le idee regalo all'interno del loro sito.

**5.2** - Il costo di una lista nozze è indicato in dettaglio nel documento "Tariffe" che è disponibile nella pagina seguente: [https://www.zankyou.com/docs/rates\\_it.pdf](https://www.zankyou.com/docs/rates_it.pdf)

## **ARTICOLO 6 – REALIZZAZIONE DEI CONTRIBUTI**

**6.1** - L'invitato potrà effettuare il pagamento del suo Contributo attraverso diversi metodi di pagamento (Carta di credito Visa o Mastercard, bonifico bancario e assegno), seguendo il processo stabilito nel sito Web. Sarà l'utente a scegliere quali metodi autorizzare per i pagamenti all'interno della sua lista nozze, e l'invitato non potrà in alcun momento esigere che ZANKYOU modifichi tali impostazioni. ZANKYOU garantisce la sicurezza dei pagamenti e si incarica di mandare un'email agli Utenti ed agli Invitati, per notificare loro la corretta registrazione del regalo all'indirizzo email fornito.

**6.2** - L'utente riceverà una notifica per mail ogni volta che un invitato realizzerà un Contributo nella sua lista nozze. L'utente sarà responsabile di verificare nella sua Pagina Personale l'identità del contribuente, e potrà rifiutare i contributi ricevuti mettendosi in contatto con lo staff ZANKYOU. In tal caso, verrà restituito all'invitato l'importo, da cui saranno sottratte le spese bancarie dell'operazione, e l'invitato verrà informato via email dell'operazione rifiutata dai Beneficiari.

**6.3** - Le donazioni effettuate dai Contribuenti saranno conservate nel conto bancario associato al sistema di pagamento LEMON WAY. Questo conto bancario verrà utilizzato solo per ricevere questi Contributi e per effettuare bonifici ai Beneficiari. LEMON WAY garantisce, in ogni momento, la gestione e il controllo dell'intero flusso finanziario del servizio di Lista nozze ZANKYOU.

**6.4** - Nella lotta contro la frode e il riciclaggio di denaro, i contributi effettuati con una carta di credito saranno soggetti a un periodo di convalida di cinque (5) giorni. Durante questo periodo, il contributo sarà etichettato come "in attesa di convalida" e non potrà ancora essere trasferito sul conto corrente del Beneficiario.

**6.5** - Il Contribuente beneficerà di un periodo di recesso di cinque (5) giorni dalla data di pagamento. La richiesta di un pagamento rimborsato deve essere inviata via email a [help@zankyou.com](mailto:help@zankyou.com). I costi generati da questo rimborso verranno detratti dal rimborso totale. Nel caso in cui i Beneficiari abbiano utilizzato tutto o parte del contributo, la richiesta di rimborso sarà respinta e il Contribuente dovrà mettersi in contatto con i Beneficiari in relazione a tale questione, senza l'intervento o la partecipazione di ZANKYOU. I cognomi dei Beneficiari vengono visualizzati sul loro sito Web, inclusi i dettagli di contatto dell'ospite quando viene effettuato un pagamento. ZANKYOU non sarà responsabile per eventuali errori commessi in una lista di nozze. ZANKYOU e i suoi lavoratori e dirigenti non saranno coinvolti.

**6.6** - Nel caso in cui un contributo risultasse fraudolento o fittizio (un assegno senza fondi, una transazione effettuata con una carta non più valida...) o non completata (trasferimento o assegno non ricevuto) ZANKYOU informerà i Beneficiari. Il contributo sarà annullato e non verrà inviato al conto dei Beneficiari. ZANKYOU ed i suoi dipendenti non parteciperanno e non saranno ritenuti responsabili.

## **ARTICOLO 7 – UTILIZZO DEI CONTRIBUTI RICEVUTI**

**7.1** - I Beneficiari dovranno fornire a ZANKYOU i documenti qui sotto indicati per poter completare l'attivazione della loro lista nozze ed avere la possibilità di richiedere i bonifici di trasferimento al proprio conto bancario delle somme di denaro ricevute sulla loro lista nozze. Questi documenti sono necessari per l'identificazione dei Beneficiari ai sensi della Direttiva 2007/64/CD del Parlamento Europeo del 13 Novembre 2007 sui servizi di pagamento elettronico.

- a. Modulo di associazione del conto corrente alla lista nozze (Contratto di attivazione), compilabile online nella pagina web e riportante la firma elettronica di uno dei Beneficiari.
- b. Documento bancario riportante i dati relativi al conto corrente inserito nel contratto di attivazione (IBAN, codice SWIFT, nome del titolare).
- c. Documento d'identità o passaporto del titolare del conto corrente. (fronte e retro)
- d. Documento di attestazione di domicilio recente (degli ultimi tre mesi) a nome del titolare del conto (bollette del telefono fisso, fatture Internet, ecc.). Questo documento è obbligatorio per le liste in cui il totale dei regali supera i 2500€, questa soglia è stabilita dagli articoli della legge sopracitata che regolano la lotta alla frode e il riciclaggio di denaro.

ZANKYOU si riserva il diritto di non attivare una lista nozze in caso non venissero rispettati tutti i punti sopra elencati. Allo stesso modo ZANKYOU si riserva il diritto di richiedere altri documenti per verificare l'identità dei Beneficiari.

**7.2** - Una volta forniti i documenti richiesti, ZANKYOU informerà i Beneficiari che il loro conto è stato associato con successo. A partire da questo momento, i Beneficiari potranno effettuare, dal loro sito, le richieste di bonifico, del saldo disponibile sul conto ZANKYOU, al conto corrente associato. Il saldo sarà formato esclusivamente dall'ammontare dei contributi effettivamente ricevuti sul conto ZANKYOU al momento della richiesta. La modifica del conto bancario associato sarà possibile solo seguendo la stessa procedura descritta nella sezione precedente.

**7.3** - L'indirizzo email e la password degli utenti sono indispensabili per verificare la legittimità della richiesta di bonifico.

**7.4** - Il saldo nel conto ZANKYOU associato al matrimonio sarà amministrato da LEMON WAY fino a quando i Beneficiari non richiederanno un trasferimento. Una volta ricevuta la richiesta di trasferimento, il trasferimento sarà completato entro i prossimi due giorni lavorativi, a condizione che tutti i documenti siano conformi alle normative. ZANKYOU non sarà responsabile per l'uso del saldo che i Beneficiari trasferiranno sul loro conto bancario.

**7.5** - I Beneficiari sono tenuti ad accettare la cancellazione ed il rimborso dell'importo versato dall'invitato, qualora quest'ultimo lo richieda. ZANKYOU procederà al rimborso dell'importo attingendo al

saldo disponibile dei Beneficiari del conto. Se il saldo fosse insufficiente a coprire la quantità dell'importo da restituire, ZANKYOU ha il diritto di imporre ai Beneficiari di eseguire un trasferimento di tale importo. Eventuali costi aggiuntivi derivanti dall'operazione saranno a carico dell'invitato.

**7.6** – Nel caso in cui uno dei due Beneficiari risulti impossibilitato o muoia prima di aver compilato tutti i requisiti stabiliti nel paragrafo 1 del presente articolo, ZANKYOU invierà due assegni corrispondenti al 50% dell'importo ricevuto: uno al Beneficiario vivo e l'altro che ha la tutela, vale a dire, l'erede legale del Beneficiario deceduto o dichiarato invalido. Nel caso in cui entrambi i Beneficiari muoiano, ZANKYOU manterrà la somma del conto collegato alla Lista nozze fino a quando non sarà reclamata dagli eredi legalmente provati dei Beneficiari. Nel caso in cui entrambi i Beneficiari non siano in buona salute, questa richiesta sarà effettuata da coloro che sono responsabili della loro tutela.

**7.7** - I Beneficiari risolveranno qualsiasi tipo di conflitto che possa insorgere in relazione alla distribuzione dei futuri contributi fatti sulla loro lista nozze tra loro senza la mediazione di ZANKYOU.

**7.8** - ZANKYOU offre ai Beneficiari la possibilità di beneficiare di una rete di aziende associate e agenzie di viaggio. Le fasi da seguire e l'ammontare di ogni promozione sono dettagliate nella sezione "Promozioni" del sito Web dei Beneficiari.

**7.9** - ZANKYOU offre ai Beneficiari l'opportunità, se lo desiderano, di trasferire una parte dei loro contributi ricevuti nella loro lista nozze ZANKYOU a vari partner delle ONG di ZANKYOU. In questo caso, il trasferimento sarà effettuato da ZANKYOU per conto dei Beneficiari e la ONG invierà una ricevuta fiscale ai Beneficiari una volta ricevuto il contributo.

## **ARTICOLO 8 – MISURE ANTI-FRODE E RICICLAGGIO**

**8.1** - ZANKYOU dispone di un sistema antifrode, che attua mediante controlli automatici e manuali su ogni transazione che avviene all'interno del sito. Se viene attivato un avviso, ZANKYOU si riserva il diritto di richiedere ulteriori informazioni ai Beneficiari e Utenti.

**8.2** - In caso di sospetto di frode, ZANKYOU si riserva il diritto di bloccare un pagamento o una lista nozze nella sua interezza fino a quando la situazione non sarà stata chiarita. In caso di dubbio, o qualora una delle parti rifiuti di collaborare, ZANKYOU sarà obbligato a chiudere la lista nozze e sarà privo di qualsiasi responsabilità.

## **ARTICOLO 9 – ANNULLAMENTO DEL MATRIMONIO**

**9.1** - In caso di annullamento del matrimonio, I Beneficiari dovranno comunicarlo immediatamente a ZANKYOU e ai loro invitati. ZANKYOU si riserva il diritto di notificare a questi ultimi l'annullamento delle nozze e la chiusura del sito degli sposi e della relativa Lista Nozze.

**9.3** - L'annullamento del matrimonio comporterà la chiusura immediata della Lista Nozze.

a) L'importo dei Contributi già trasferiti al conto degli Utenti sarà esclusivamente di loro responsabilità, ed in nessun momento potranno rivolgersi a ZANKYOU come intermediario.

b) Spetterà ai Beneficiari indicare se l'importo non ancora trasferito dovrà essere versato sul loro conto o essere restituito ai Contribuenti. In questo ultimo caso, gli invitati dovranno formulare una richiesta per iscritto a ZANKYOU. Queste spese possono essere pagate dai Beneficiari, se lo desiderano.

**9.4** - ZANKYOU non sarà responsabile delle discussioni sorte tra Invitati e Beneficiari come conseguenza dell'annullamento delle Nozze e la restituzione dei contributi. In nessun caso, ZANKYOU assumerà una posizione di intermediario nelle controversie che potranno sorgere tra Invitati e Beneficiari.

## **ARTICOLO 10 – DICHIARAZIONI E RESPONSABILITÀ DI TUTTI GLI UTENTI SENZA ECCEZIONI**

**10.1** – Gli Utenti si impegnano ad utilizzare il Servizio in conformità alle CGU di LEMON WAY e alle presenti CP, alla legge, alla morale, ai costumi generalmente accettati e all'ordine pubblico.

**10.2** - Gli Utenti si impegnano a non pubblicare nel loro sito web contenuti offensivi o che non rispettino le Leggi in vigore.

**10.3** - Gli Utenti rinunciano ad esigere responsabilità a ZANKYOU per ciò che riguarda i contenuti del sito a cui si collegano.

## **ARTICOLO 11 – DICHIARAZIONI E RESPONSABILITÀ DEI BENEFICIARI**

**11.1** – I Beneficiari dichiarano di essere maggiorenni e di disporre delle capacità legali necessarie per contrattare i servizi offerti da ZANKYOU.

**11.2** – I Beneficiari devono registrarsi al Sito, leggere e accettare le presenti Condizioni prima di far uso del Servizio. Attraverso l'accettazione, i Beneficiari:

a. Garantiscono la veridicità delle informazioni fornite sull'identità, sull'indirizzo di posta elettronica e sull'indirizzo postale introdotti nel Form per la registrazione;

b. Si dichiarano responsabili dell'autenticità delle nozze così come della veridicità delle informazioni fornite nel sito, e garantiscono che il contenuto pubblicato rispetta le leggi vigenti in materia nonché la dignità delle persone. Solo i Beneficiari possono utilizzare il loro sito Web o la loro Lista Nozze in relazione al materiale grafico o ai testi se hanno i diritti di utilizzo corrispondenti.

c. Sono responsabili del corretto utilizzo tanto del Contrassegno di accesso alla Pagina Personale come del Codice di identificazione. I Beneficiari dovranno comunicare urgentemente a ZANKYOU la perdita o il furto del Codice di Identificazione, assumendosi pienamente le conseguenze derivate a seguito di ciò se non hanno effettuato la comunicazione. Una volta ricevuta la comunicazione, ZANKYOU provvederà ad attribuire un nuovo codice di identificazione;

d. ZANKYOU non è responsabile dei diritti di proprietà intellettuale che possano generare i contenuti caricati (testi, descrizioni e fotografie delle Idee Regalo caricati nella Lista nozze), né della loro veridicità;

**11.3** – I Beneficiari rinunciano ad intraprendere azioni legali contro Zankyou con l'obiettivo di difendere la loro immagine, la proprietà intellettuale ed i dati pubblicati nella loro pagina personale, ed acconsentono alla pubblicazione del loro sito nei motori di ricerca, se non diversamente specificato nelle impostazioni di privacy del loro sito. Sebbene il Beneficiario presenti questa richiesta, i motori di ricerca hanno un periodo di attesa di almeno quattro (4) settimane per eliminare tutte le informazioni. ZANKYOU non sarà responsabile per questo periodo di attesa.

**11.4** - I Beneficiari rinunciano a chiamare in causa ZANKYOU come intermediario qualora sorgano conflitti relativi ai contenuti pubblicati nella loro pagina personale.

**11.5** – I Beneficiari accettano di restituire al Contribuente l'importo versato nel caso in cui questo sia frutto di un'attività fraudolenta. ZANKYOU restituirà l'importo del Contributo usando i fondi disponibili sul Conto ZANKYOU. Nel caso in cui non ci siano fondi o siano inferiori all'importo del Contributo, ZANKYOU potrà esigere ai Beneficiari un bonifico per il suddetto importo.

## **ARTICOLO 12 – DICHIARAZIONI E RESPONSABILITÀ DEL CONTRIBUENTE**

**12.1** - Il Contribuente garantisce l'esattezza delle informazioni fornite sulla sua identità, il suo indirizzo e-mail e il suo indirizzo postale mentre effettua un pagamento e accetta che tali informazioni siano condivise con i Beneficiari.

**12.2** - Il Contribuente si dichiara responsabile della creazione di un contributo in una Lista Nozze, omettendo ogni responsabilità per conto di ZANKYOU per qualsiasi errore da parte sua in merito all'identificazione della Lista Nozze o all'importo fornito.

**12.3** - Il Contribuente accetta che i pagamenti effettuati siano irrevocabili e riconosce che non può richiedere a ZANKYOU il rimborso, a parte i casi menzionati negli articoli 6.5, 7.6 e 9.2.b

**12.4** - Il Contribuente si dichiara responsabile della veridicità delle informazioni che ha fornito, in questo preciso caso, sul sito web del matrimonio e garantisce che il contenuto pubblicato su questo sito Web è conforme alle leggi in vigore e alla dignità delle persone. Potrà utilizzare solo il materiale grafico o i testi che hanno il diritto di utilizzare. I Contribuenti accettano di non utilizzare mai questo servizio al di fuori del contesto di un matrimonio.

## **ARTICOLO 13 – ESONERAZIONE DALLE RESPONSABILITÀ**

**13.1** - Nel caso in cui sia impossibile accedere al sito Web, per motivi tecnici o per qualsiasi motivo non imputabile a ZANKYOU, l'utente non può richiedere il risarcimento danni o alcun indennizzo.

**13.2** - Nella misura in cui i diversi servizi e interfacce messi a disposizione dei Beneficiari su questo sito sono gratuiti, ZANKYOU non sarà responsabile della loro disponibilità e del corretto funzionamento di questi servizi. Qualsiasi disfunzione o interruzione di questi servizi, quindi, non costituirà un danno per gli utenti che non potranno richiedere alcun risarcimento.

**13.3** - Per un cliente che si è registrato per un servizio a pagamento per un certo periodo di tempo, può richiedere un rimborso proporzionale alla quantità di tempo in cui questo servizio non è stato disponibile.

**13.4** - I siti e il contenuto pubblicato sono intera e complete responsabilità della persona che lo ha creato. Gli utenti sono informati direttamente che ZANKYOU non garantisce in alcun modo l'accuratezza dei dati sul sito. Il Beneficiario risponderà solo al contenuto del sito che ha creato, l'originalità, l'autenticità e la natura dei diritti che comportano non saranno in alcun modo responsabilità di ZANKYOU che non sarà responsabile a tale riguardo. Pertanto, il Beneficiario riconosce che deve assumersi la responsabilità nel caso in cui intraprenda un'azione contro ZANKYOU, per l'archiviazione o la diffusione del contenuto dei servizi offerti su questo sito web. Allo stesso modo, ZANKYOU non sarà responsabile per i commenti lasciati dagli ospiti e dagli utenti di Internet sui siti web; il commento è personale ed è di esclusiva responsabilità della persona che lo ha scritto. Tuttavia, gli utenti possono inviare un'email a ZANKYOU per richiedere la rimozione di qualsiasi commento.

**13.5** - I collegamenti ipertestuali saranno presenti sui siti Web dei Beneficiari e potrebbero portare ad altri siti Internet. La responsabilità di ZANKYOU non può essere sostenuta se il contenuto di questi siti viola le leggi in vigore. Allo stesso modo, ZANKYOU non sarà responsabile se la visita di un utente a uno dei siti provoca loro danni o pregiudizi.

**13.6** - ZANKYOU può cambiare le attuali condizioni speciali in qualsiasi momento.

## Lemon Way Terms of Use

### 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](http://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 Freez 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](mailto:reclamation@lemonway.com) or by written letter to the following address:

LEMON WAY  
Complaints Department  
14, rue de la Beaune  
93100 Montreuil

Any dispute or request relating to:

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

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

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

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

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

#### **9- FEES**

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

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

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

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

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

## 10- SECURITY

### 10.1 - Notification obligation

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

This notification must be sent by email to the following email address: [alerte.lcbft@lemonway.com](mailto: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](mailto: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 adress 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.