

# Payment account agreement for individuals

## General Provisions

This **Payment Account Agreement** comes into force on **March 12, 2026**, and from that date cancels and replaces all previous versions with the same purpose that were binding on the Parties. The previous version can be consulted at the following address: <https://support.lydia.me//en/article/43fyxmy76c-payment-account-agreement-for-individuals-12-03-2026>.

## Definitions

For the application and interpretation of this Payment Account Agreement, words and expressions beginning with a capital letter have, notwithstanding any definition given in another document, the meanings attributed to them below, whether they are used in the singular or in the plural:

“**ACPR**” means the French Prudential Regulation Authority (“Autorité de Contrôle Prudentiel et de Résolution”) located at 61 rue Taitbout, 75436 Paris Cedex 09.

“**Pricing and Limits Annex**” means the appendix attached to the Payment Account Agreement (available in the Application or on the website linked with this Application) which provides, depending on the Offer subscribed to by the Customer, the limitations and prices applicable to the Services.

“**Application**” means, as the case may be and when this service is available and compatible with the chosen Offer, (i) any application, published by Lydia Solutions, for individuals, available for download from application stores (list available on the Lydia Solutions website), for compatible devices and operating systems, it being specified that an active Internet connection is required for it to work, or (ii) any website published by Lydia Solutions and which allows access from an Internet browser to part of the Services.

“**Strong Authentication**” means authentication measures based on the use of two (2) or more elements belonging to the categories “knowledge” (something that only the Customer knows), “possession” (something that only the Customer possesses) and “inherence” (something that the Customer is) and which are independent in that the compromise of one does not call into question the reliability of the others, and which are designed in such a way as to protect the confidentiality of the authentication data.

“**Beneficiary**” means any natural or legal person identified by the Customer by a telephone number, an email address and/or an IBAN.

**“BIC”** (“Bank Identifier Code“) means an international code of eight (8) or eleven (11) alphanumeric characters assigned by the Office for International Standardisation (ISO) to identify a financial institution such as Lydia Solutions.

**“Card”** means, when this Service is available and compatible with the Offer, the international Visa systematic authorisation payment Card issued by Lydia Solutions to the Customer in respect of the Services, which is linked to the Payment Account and which is also subject to the **Card Agreement**.

**“Customer”** means the natural person, of legal age and capacity, acting in the context of the Payment Account Agreement, accepted by the Customer.

**“Payment Account”** means the Payment Account opened in Lydia Solutions’ books in the Customer’s name, for non-professional use, and subject to the terms and conditions set out in this Payment Account Agreement.

**“Personal Customer Account”** means the individual account that the Customer has the option to create when registering on one of the Applications distributed by Lydia Solutions, allowing the Customer to access, depending on the Application chosen, the offers mentioned in the contractual conditions specific to an Offer, and all data concerning the Customer stored by Lydia Solutions, after identification via Personalised Security Data.

**“Content”** is as defined in Article 44 of this Payment Account Agreement.

**“Payment Account Agreement”** means this document.

**“Personalised Security Data”** means any personalised data defined, as the case may be, by the Customer or by Lydia Solutions for Strong Authentication purposes (e.g. identifier, password, Confidential Code, TouchID, FaceID, Samsung biometry, etc.), and this data is specific to the Customer and is placed under their custody.

**“EEA”** means the European Economic Area composed of all the States listed by the European Parliament on its website.

**“SEPA Area”** means all the states listed by the European Central Bank on **its website**.

**“IBAN”** (“International Bank Account Number“) refers to the identifier used to uniquely identify a Wallet.

**“Business Day”** means any day on which Lydia Solutions or the service provider of the other party to the payment transaction is open for business for the purpose of completing a payment transaction. Days on which the payment systems are likely to be used for the completion of a payment transaction are not classed as business days.

**“Lydia Solutions”** is as defined in Article 1.1 of this Payment Account Agreement.

**“Help Centre”** means the **online help centre** covering the services provided by Lydia Solutions to the Customer.

**“Offer”** means any offer marketed by Lydia Solutions that the Customer can subscribe to in the Application in order to use the Services, and which is governed by contractual conditions specific to it.

**“Participant”** means the Customer or any natural person who, depending on the offer chosen, may use and/or finance a Wallet in the form of contributions.

**“Entitled Participant”** means a Participant who has received and accepted a power of attorney from the Customer, authorizing him to access and use the Wallet for which he has received a power of attorney.

**“Party(ies)”** means individually the Customer or Lydia Solutions, and collectively the Customer and Lydia Solutions.

**“Threshold”** means the maximum amount of forty thousand (40,000) euros credited to the Payment Account when the latter is opened in the name of a Customer who qualifies or is assimilated to the status of “US Person” within the meaning of the FATCA regulations of 18 March 2010 (Foreign Account Tax Compliance Act). This amount may change depending on the applicable regulations.

**“Wallet(s)”** means the account attached to the Payment Account in which the Customer’s funds are stored, as well as any sub-account that he creates according to the terms and limits provided for by this Payment Account Agreement.

**“SEPA Direct Debit”** means, when this Service is available and compatible with the Offer, a one-off or recurring payment transaction, denominated in euros, between a creditor, initiating the transaction, and a debtor (the Customer) and whose accounts may be located in France or elsewhere any country in the SEPA Area.

**“Payment initiation service provider”** means an establishment authorized to provide a payment initiation service, namely a payment service consisting of initiating a payment order at the Customer’s request from the Customer’s Payment Account.

**“Account Information Service Provider”** means a third party service provider authorised to provide an account information service, namely a payment service consisting of the provision of consolidated information concerning one or more Payment Accounts held by the Customer, either with one payment service provider or with more than one payment service provider including Lydia Solutions.

**“RIB”** means a bank identification statement in the Customer’s name issued by a payment service provider established in the EEA.

**“Services”** means all the services distributed by Lydia Solutions in the Application.

**“Durable Medium”** means any instrument which enables the Customer to store information addressed personally to them, ensuring the information remains accessible for subsequent consultation over a period of time suitable for the end purpose and can be reproduced exactly.

“**Verified User**” refers to the status acquired by the Customer once they have completed the identity verification process.

“**Transfer**” means any Internal Transfer and any SEPA Transfer and whose amounts may be limited at any time by Lydia Solutions in accordance with applicable regulations (in particular those relating to the fight against money laundering and the financing of terrorism).

“**Internal Transfer**” refers to a means of transferring funds between the Beneficiary Payment Account and that of the Customer, at the request of the latter and subject to acceptance by the Beneficiary.

“**SEPA Transfer**” means a means of payment by which Lydia Solutions transfers, on the instructions of the Customer and where applicable according to the terms provided for in this Payment Account Agreement, a sum of money from the Customer’s account to another account, opened in the books of a payment service provider established within the SEPA Area, given that the SEPA Transfer can be instant within the meaning of Regulation (EU) 2024/886 of 13 March 2024.

The [French version](#) of these rules prevails over the English version.

## **Article 1: General**

### **1 – Introduction of Lydia Solutions**

Lydia Solutions is a French company (“société par actions simplifiée”) with share capital of 1,794,792 euros, registered with the Paris Trade and Companies Register under the number 534479589, having its registered office at 14 Avenue de l’Opéra, 75001 Paris, France (hereinafter referred to as “Lydia Solutions”).

Lydia Solutions is authorized as an electronic money institution authorized to provide payment services under the supervision of the ACPR. The authorization granted to Lydia Solutions can be verified at [www.regafi.fr](http://www.regafi.fr) and <https://euclid.eba.europa.eu/register>.

### **2 – Pre-contractual information on the availability, limits and fraudulent use of Services**

- **Pré-contractual information on the availability and limits of Services**

Prior to the acceptance of the Payment Account Agreement, the Customer acknowledges and accepts having been informed that the Services described in the Payment Account Agreement are accessible only if they are available and compatible with the Offer subscribed to and/or the Application used by the Customer. For more information on the availability of Services, the Customer may consult the Manual.

Furthermore, the Customer is hereby informed that the use of the Services is subject to usage limits depending on the subscribed Offer. Certain authorized overages may incur charges according to the terms and conditions set forth in Article 12 herein. For more information on

usage limits and applicable charges in the event of overages, the Customer may consult the Pricing and Limits Annex.

- **Pre-contractual information of the fraudulent use of Services**

In order to protect against and effectively combat any fraudulent use of the Services (in particular, the fraudulent use of the Payment Account, a payment method, or more generally, the Application), the Customer acknowledges and accepts having been previously informed that they are subject to a general obligation of care and must take all necessary precautions, including refraining from disclosing any personalized security data or carrying out payment transactions at the request or on the advice of a third party claiming to be an advisor of Lydia Solutions.

In this regard, the Customer is also reminded that prevention messages are regularly sent by Lydia Solutions and are also available on the Lydia Solutions website and/or in the Application so that they can be made aware of and best protect themselves against any fraudulent use of the Services.

### **3 – Signature, digitization and means of communication**

The Customer unreservedly consents to this Payment Account Agreement at the time of subscription via the Application to any service offered by Lydia Solutions.

The Customer acknowledges and accepts that their entire relationship with Lydia Solutions is digitized. Any information or document to be given to the Customer will be transmitted on a Durable Medium by Lydia Solutions and/or, where applicable, made available on the website and within the Application.

To be able to access his/her Personal Customer Account, Payment Account and the services associated therewith, the Customer must be equipped with equipment compatible with the Application (smartphone, tablet or any other compatible smart object) and have a valid mobile phone number, issued in one of the countries listed in the Help Centre.

In order to benefit from all Services under optimal and secure conditions, the Customer must also ensure that they have installed the latest update of the Application.

Lydia Solutions makes its best efforts, but cannot guarantee that the Application will be compatible with all existing terminals on the market and in particular terminals equipped with obsolete Android or iOS operating systems.

A paper copy of the Payment Account Agreement may be provided to the Customer upon request, free of charge, at any time during the course of the contractual relationship.

### **4 – Interpretation**

Any reference to a provision of law means such provision as may be amended, replaced or codified to the extent that such amendment, replacement or codification applies or is likely to apply to the services described in the Payment Account Agreement.

References made to an individual shall include their successors in title, assigns and permitted transferees.

The headings of the Articles of the Payment Account Agreement are provided for information only.

In addition, any failure by one of the Parties to act on a breach by the other Party of any one of its obligations set out in the Payment Account Agreement during the commercial relationship cannot be interpreted as an abandonment of the obligation in question.

## **5 – Online access to the Personal Customer Account**

The Personal Customer Account and its Services are accessible online via the Application and are subject to Strong Authentication.

The Customer acknowledges and accepts that any connection to the Application via the entry of their username and password constitutes a written document within the meaning of Article 1365 of the French Civil Code.

In any event, the Customer acknowledges and accepts that they will no longer be able to access the service(s) subscribed to with Lydia Solutions if his Personal Customer Account is terminated at his request or, where applicable, that of Lydia Solutions, or in the event of blocking by Lydia Solutions in application of the Payment Account Agreement, the regulations in force and/or the contractual conditions specific to the service(s) subscribed to by the Customer

## **Article 2: Purpose**

This Payment Account Agreement constitutes a framework contract for payment services within the meaning of article L. 314-12 of the French Monetary and Financial Code, and governs the conditions for opening, operating and closing a Payment Account, opened in Lydia Solutions' books, as well as the terms and conditions for providing the payment services linked to it. This Payment Account Agreement is concluded between Lydia Solutions and the Customer, a natural person of legal age who is not acting for professional purposes. The Payment Account is intended to record the Customer's transactions relating solely to his private life, to the exclusion of all professional transactions.

The Customer acknowledges and agrees that all the provisions of the Pricing and Limits Annex apply to this Payment Account Agreement.

If the Customer benefits from an offer to support customers in vulnerable situations and in the event of a contradiction between the provisions of this Payment Account Agreement and those of the aforementioned offer, the provisions of the latter shall prevail. Additional information on this offer is available in the Manual.

# Payment Account – Presentation and operation

## Article 3: Characteristics of the Payment Account

### 1 – General characteristics

The Payment Account is a payment account within the meaning of article L. 314-1 of the French Monetary and Financial Code, denominated in euros and without overdraft authorisation.

The Payment Account is an individual account, as Lydia Solutions does not allow the opening of joint accounts. However and according to conditions mentioned in Article 3.4 herein, the Customer may give power of attorney.

The Customer acknowledges and accepts that closure of the Customer's Personal Customer Account entails closure of the Payment Account and termination of this Payment Account Agreement.

The Customer is reminded that any Personalized Security Data required to log in to their Personal Customer Account is strictly confidential. In other words, the Customer is prohibited from sharing it by any means whatsoever with third parties, including with anyone posing as a Lydia Solutions employee, as Lydia Solutions never requests such Personalized Security Data.

In any event, the Customer is solely responsible for maintaining this Personalized Security Data in perfect security and confidentiality, as well as for its use by third parties.

The Customer also undertakes to keep confidential all documents and/or information communicated to them by Lydia Solutions via their Personal Customer Account.

The Customer is also informed that fraudulently accessing or remaining in a computer system, fraudulently entering or modifying data in a computer system, or obstructing or distorting the operation of a computer system constitutes a criminal offense.

In any event, the Customer agrees not to:

- Use or allow the use of the Personal Customer Account in an illicit, malicious, fraudulent, or abusive manner (e.g., hacking the Services and/or the Personal Customer Account);
- Circumvent in any way the means implemented by Lydia Solutions to guarantee the security of the Services and/or the Personal Customer Account;
- Damage, compromise, overload, disrupt, or otherwise attack the security and/or operation of the Personal Customer Account and/or the Services, or more generally any Lydia Solutions operating and/or information system; and
- Hinder, distort, or harm the normal operation of, or fraudulently use, the Personal Customer Account and/or the Services, in any manner and in any form whatsoever.

Any failure to comply with the obligations of this article may result in the Customer being suspended from providing all or part of the Personal Customer Account and/or the Services, or where applicable, closing the Personal Customer Account in accordance with the terms set out in article 34.3 hereof, without prejudice to any possible legal proceedings.

The Customer shall promptly notify Lydia Solutions of any fraudulent use of their Personal Customer Account by a third party that appears to be abusive and/or contrary to this Payment Account Agreement, using one of the addresses mentioned in Article 28.1 of this Payment Account Agreement.

## **2 – Relations with Lydia Solutions**

The nature and terms of provision of services linked to the Payment Account may vary depending on the contractual relationship established between the Customer and Lydia Solutions. The Payment Account Agreement thus defines (i) basic services attached to the Payment Account and provided to all Customers, and (ii) Services which may vary depending on the contractual relationship established between the Customer and Lydia Solutions.

## **3 – Strong Authentication**

In accordance with applicable regulations, Lydia Solutions applies Strong Authentication measures via the Application when the Customer :

- Remote access to your Payment Account;
- Initiates an electronic payment transaction;
- Carries out a transaction using a remote means of communication likely to involve a risk of payment fraud or any other fraudulent use.

Lydia Solutions reserves the right to waive the obligation to apply Strong Authentication measures in cases expressly covered by the applicable regulations and in particular the technical regulatory standards concerning authentication and communication.

## **4 – Power of Attorney**

According to Article 1.2 of this Payment Account Agreement, the Customer may give power of attorney to a representative to operate their Payment Account, in the same way as they could do so themselves within the conditions provided in the Terms and conditions of sales of Sumeria offer. However, only the Customer may close the Payment Account or terminate this Payment Account Agreement.

The authorised representative must not be banned from banking or the courts. Transactions initiated by the authorised representative are binding on the Customer as if they had been carried out by the Customer.

Lydia Solutions reserves the right to accept, refuse or withdraw the power of attorney.

The power of attorney remains valid until revoked by the Customer or his authorised representative, being specified that conditions of revocation of the power of attorney are mentioned in the Terms and conditions of sales of Sumeria offer. The power of attorney shall also cease to have effect in the event of the death of the Customer or the authorised representative. Lydia Solutions must be informed as soon as possible of any revocation of a power of attorney. The Customer remains liable for any transactions carried out by the authorised representative following the revocation of the power of attorney until such revocation has been communicated to Lydia Solutions.

The power of attorney does not entitle the authorised representative to any remuneration.

## **5 – Payment Account balance**

The Customer acknowledges and agrees that the balance on the Payment Account must always be positive and that he must regularly ensure that the balance on his Payment Account is sufficient before carrying out any payment transaction.

In the event that the balance of the Payment Account is insufficient to execute a payment transaction, said transaction will be wholly or partially rejected by Lydia Solutions. Fees, as detailed in the Pricing and Limits Annex, may be applied. If the situation is not remedied within a reasonable period of time, the Customer expressly agrees that Lydia Solutions may debit the payment instrument registered in the Application with the amount necessary to ensure that the balance is no longer in debit.

## **6 – Cheques**

No cheque service will be provided to the Customer if the Payment Account does not allow cheques to be issued or cashed.

## **7 – Protection of funds**

The Customer is informed that the funds credited to his Payment Account are protected under the conditions set out in Article L. 526-32 of the French Monetary and Financial Code and are, in accordance with applicable regulations, either held in a segregated account with a credit institution established in the EEA\* or may be invested from time to time in eligible short-term money market funds. They are thus protected against any recourse by other creditors of Lydia Solutions, including in the event of enforcement proceedings or insolvency proceedings against Lydia Solutions.

*\*In the event of the institution's bankruptcy, deposits are covered by the Fonds de Garantie des Dépôts et de Résolution fund (FGDR) up to €100,000 per financial institution and per Customer.*

## **8 – Banking mobility**

In accordance with the applicable regulations and according to Article 1.2 of this Payment Account Agreement, the Customer benefits from a free banking mobility service. This service

enables the Customer to automatically transfer the direct debit of recurring transactions from an account opened with another bank to their Payment Account, or vice versa.

Customers can request the banking mobility service by contacting customer service directly via their Application or by e-mail mentioned in Article 28.1 of this Payment Account Agreement. For more information, the Customer may consult the Manual.

## **9 – Brochure**

A European Commission brochure on payment services is available on the Lydia website.

# **Article 4: Online access to the Payment Account and identity verification**

## **1 – Online access to the Payment Account**

The Payment Account and associated services are accessible online via the Application and are subject to Strong Authentication. The Customer acknowledges and accepts that any login to the Application by entering their login details and password constitutes writing within the meaning of article 1365 of the French Civil Code.

It is specified that this entry constitutes proof of the Customer's consent. If the Customer has forgotten their password, changed their telephone number (linked to their Payment Account) and/or blocked their Payment Account due to too many unsuccessful attempts to enter their password (three incorrect entries), they must follow one of the recovery paths offered to them to regain access to their Payment Account (and available in the Help Center).

## **2 – Identity check**

Customers who reach certain limits, as detailed in the Pricing and Limits Annex, or wish to benefit from specific services (e.g. virtual payment Card issuing or subscriptions) must obtain Verified User status before they can continue to use their Payment Account according to the current regulation.

Otherwise, any payment transaction credited to the Payment Account that does not have Verified User status, and exceeding the maximum amount that can be credited to a Payment Account whose identity has not been verified by Lydia Solutions, will be put on hold for a period of seven (7) days to allow the Customer to complete the identity verification process. At the end of this period, if the Customer has not completed the identity verification process and/or has not obtained Verified User status, any pending payment transaction will be cancelled and the funds returned to any issuing bank or Payment Account.

The Customer may request Verified User status at any time via the Application.

The Payment Account will then be closed as soon as possible and the Customer acknowledges and agrees that the reimbursement of funds will be made by Lydia Solutions by SEPA transfer

to a bank, payment or electronic money account, opened with a service provider, payment established in a Member State of the EU or in a State party to the EEA and of which the Customer is the or one of the holders.

### **3 – Identification data**

As part of the implementation of the qualified signature identification measures, the Customer undertakes to provide accurate identification data. The Customer acknowledges that in case of transmission of erroneous data, Lydia Solutions reserves the right to reject the identity verification. If the data used to identify the Customer changes, Lydia Solutions reserves the right to initiate a new qualified signature procedure.

## **Article 5: Payment Account transactions**

### **1 – Credit transactions**

The following transactions may be credited to the Customer's Payment Account:

- Transfer transactions;
- Reloading operations by bank or payment card not issued by Lydia Solutions;
- Cancellation of debit transactions.

Depending on the Services provided by Lydia Solutions and according to Article 1.2 of this Payment Account Agreement, the Payment Account also allows card credit transactions to be carried out.

In order to be able to receive funds on their Payment Account, the Customer must ensure that they have a valid Payment Account (not blocked or not closed).

Furthermore, the Customer acknowledges and accepts that:

- in the event of cancellation by the payer's payment service provider of a wrongly issued Transfer, the corresponding funds will be canceled at the initiative of Lydia Solutions;
- any funds transfer order issued from a payment service provider established outside the SEPA Area will be automatically rejected by Lydia Solutions.

### **2 – Debit transactions**

The following payment transactions may be debited from the Payment Account, subject to a sufficient balance:

- Transfer transactions (subject to validation of these operations by the Customer after verification of the Beneficiary's identity),
- Cancellation of credit transactions.

Depending on the Services provided by Lydia Solutions to the Customer and subject to a sufficient balance and Article 1.2 of this Payment Account Agreement, the Payment Account can also be used to carry out the following transactions

- Direct Debit operations;
- Card payment transactions; and
- Cash withdrawal transactions (with Card).

The Customer undertakes to honour all payment orders made using their Payment Account.

In order to send funds from their Payment Account, the Customer must ensure that they have a valid Payment Account (not blocked or not closed).

For the smooth processing of Transfers, the Customer must ensure that the Beneficiary's telephone number, email address, or IBAN is valid and correct. Any difference, however minor, or any information other than the first and last name for an individual or the company name or business name for a legal entity, may result in a discrepancy during the Beneficiary verification process, as described in point 3 below. In any event, the Customer is solely responsible for updating the Beneficiary list and acknowledges and accepts that Lydia Solutions will never contact them (by telephone or any other means) to offer assistance with this process.

In the case of an Internal Transfer initiated by the Customer, if the terms and conditions are not accepted within seven (7) days by the Beneficiary, the funds transfer order is automatically canceled on the eighth (8) day. The amount of the order will then be automatically credited to the Customer's payment account.

### **3 – Check**

- **Customer verification for Transfer transactions to the Payment Account**

In accordance with applicable regulations and at the request of the payer's payment service provider, Lydia Solutions is required to verify that the account IBAN matches the beneficiary name provided by the payer.

If the account IBAN and beneficiary name match, the transfer will be executed according to the terms and conditions outlined in this Payment Account Agreement.

If they do not match, Lydia Solutions must inform the payer's payment service provider.

In the event of a partial match, Lydia Solutions is legally obligated to provide the payer's payment service provider with the Customer's name, which the Customer acknowledges and accepts.

- **Beneficiary verification for debit Transfer transactions to the Payment Account**

In the case of Transfer transactions (standard or instant) debited from the Payment Account and in application of Regulation (EU) No 2024/886 of 13 March 2024, the Customer is informed that

Lydia Solutions performs a check of the concordance between the IBAN of the Beneficiary's account and the identity of the latter (namely for a natural person: surname and first name(s); or for a legal entity: corporate name or trade name or any other data element accepted by Lydia Solutions), by querying the Beneficiary's payment service provider.

This verification is performed as soon as the Customer has completed the Beneficiary's information, in the context of a Transfer, and before they authorize this Transfer, it being specified that for deferred and standing Transfers, the verification is carried out when the Transfer order is issued by the Customer and not at each due date of the Transfer.

Concerning the results following the aforementioned verification (which is carried out on the basis of the information provided by the Beneficiary's payment service provider):

- In case of matching, the Customer may proceed and validate the Transfer to the concerned Beneficiary;
- In other cases, Lydia Solutions immediately informs the Customer of the result of the verification performed:
  - In case of partial matching, Lydia Solutions communicates to the Customer the name of the beneficiary associated with the IBAN they provided. The Customer will have the possibility (i) to correct the Beneficiary's name and authorize the Transfer, or (ii) to authorize the Transfer without modifying the Beneficiary's name, or (iii) to cancel the Transfer.
  - In case of non-matching between the IBAN and the Beneficiary's name or in case of impossibility of verification by the Beneficiary's payment service provider (e.g., technical problem, absence of response from the Beneficiary's payment service provider), Lydia Solutions will not provide any information on the concerned beneficiary. The Customer will have the possibility (i) to cancel the Transfer and, if they wish, to modify the Beneficiary's name in their list of Beneficiaries, and reissue a new Transfer which will be subject to a new Beneficiary verification, or (ii) to authorize the Transfer without correcting the Beneficiary's name in their list of Beneficiaries.

In the event of partial matching, non-matching or impossibility of Beneficiary verification, Lydia Solutions informs the Customer that authorizing the Transfer could lead to the funds being paid into the account of a beneficiary other than the one the Customer intends to send the funds to.

If, despite this warning, the Customer authorizes the Transfer, they acknowledge being informed that:

- The Transfer is deemed to have been executed for the benefit of the "correct" Beneficiary;
- Lydia Solutions cannot under any circumstances be held responsible for the execution of this Transfer for the benefit of an incorrect beneficiary;

- The Customer acknowledges having been informed of the risk that the funds may be credited to the benefit of another beneficiary, and that they cannot request reimbursement of this Transfer for a poorly executed operation.

In any event, Lydia Solutions is not responsible for the execution of a Transfer in favor of an incorrect beneficiary, based on an inaccurate IBAN communicated by the Customer, provided that Lydia Solutions has fulfilled its obligations under the Beneficiary verification service.

In the event of non-compliance by Lydia Solutions with its beneficiary verification obligations, resulting in a poorly executed payment operation, Lydia Solutions will promptly return the SEPA Transfer amount to the Customer and, where applicable, restore the account to the situation that would have prevailed had the operation not taken place. The Customer is informed that in the event of non-compliance by a payment initiation service provider with its obligations regarding beneficiary verification, resulting in incorrect execution of the payment transaction, processing times depend on the responsiveness of the payment initiation service provider.

If the Beneficiary's account is closed, the Customer is informed and the Transfer cannot be executed.

#### **4 – Compensation**

It is agreed between the Parties that the reciprocal, liquid and due debts of Lydia Solutions and the Customer resulting from the execution of this Payment Account Agreement, shall be offset by debiting and crediting the Payment Account within the limit of the available balance. In the absence of sufficient funds on the Payment Account, Lydia Solutions reserves the right to debit the payment instrument registered in the Application. In the event that an amount remains due by the Customer after offsetting, such debt shall remain payable.

#### **5 – Reversal**

Unless otherwise agreed, any debit or credit to the Payment Account, which is automatic, is not final and cannot be deemed as acceptance by Lydia Solutions, which the Customer acknowledges and accepts.

Consequently, the Customer hereby authorises Lydia Solutions to reverse any transaction credited in error to his Payment Account.

### **Article 6: Bank details**

According to Article 1.2 of this Payment Account Agreement, a unique identifier can be associated with the Customer's Wallet. The latter is indicated on the RIB of the Customer's Wallet and consists of (i) the IBAN and (ii) the BIC. Depending on the payment transactions carried out, the Customer must communicate his IBAN and/or BIC.

The RIB(s) of the Payment Account are accessible from the Application.

For all purposes, the Customer is reminded in particular that:

- obtaining and using a personal IBAN is only possible with Verified User status;
- the IBAN is strictly personal and must be used for non-professional purposes;
- any communication of the personal IBAN by the Customer must only be made for the benefit of trusted third parties;
- the use of the IBAN may, where applicable, be subject to restrictions and/or generate costs for the Customer, it being remembered that these restrictions and costs are described in the Pricing and Limits Annex that the Customer undertakes to consult regularly before using the IBAN and comply with;
- Lydia Solutions cannot under any circumstances be considered liable for any damage that may result for the Customer from the refusal or non-functioning of a transaction transiting via the IBAN.

Likewise, Lydia Solutions reserves the right to provide the Customer with a virtual IBAN (technical IBAN providing a unique number composed of several characters associated with a Wallet, allowing in particular to receive funds).

The Customer is informed that he can create a limited number of Wallets, which are linked to the Payment Account, but are not systematically associated with an IBAN different from that allocated for the Payment Account. This limitation is provided for in the Pricing and Limits Annex.

In any event, the Customer is informed that Lydia Solutions cannot be held liable for any of the following cases:

- a loss due to a technical deficiency of the system, if this is notified to the Customer by a message on their terminal or in another visible manner;
- any damage resulting directly or indirectly from a case of force majeure;
- for any indirect damage, loss of income or profits or any other loss or damage resulting from the use or non-use of the IBAN.

## **Article 7: Account statements**

Statements of account for the Customer's Payment Account are issued monthly and made available to the Customer monthly and free of charge on a durable medium via the Application or by request to customer service.

At any time during the contractual relationship and at the Customer's request, account statements may be sent to the Customer free of charge on paper.

In January of each year, together with their account statement, Customers will also receive an annual statement of fees downloadable on a Durable Medium via the Application or by request to customer service. This statement of fees will list all the fees levied for managing the Payment Account in respect of the previous calendar year: annual account management fee, Card fee, subscription to a service bundle, transfers, withdrawals, stop payments, etc. The Customer will also receive an annual statement of fees in January of each year.

Customers are advised to keep their account statements and summaries of fees for a minimum of five (5) years.

## **Service and payment transactions**

### **Article 8: Scope of application**

The provisions of this Chapter apply to payment transactions within the EEA, in euro or in the currency of an EEA Member State, and where both payment service providers are located within the EEA, subject to special provisions.

They also apply to payment transactions made in a currency other than that of an EEA Member State where both payment service providers are located within the EEA, subject to special provisions.

Lastly, they apply, exclusively in respect of the parts of the transaction executed in the EEA and subject to special provisions, to payment transactions carried out in any currency and where only one of the payment service providers is located in the EEA.

### **Article 9: Customer consent**

#### **1 – Consent and revocation of a payment order**

For a payment transaction to be carried out, the Customer must give his consent, which takes the form of the channel used:

- By complying with the Authentication procedures communicated by Lydia Solutions when initiating a payment transaction from the Application;
- Where applicable, by complying with the terms and conditions for obtaining consent set out in the Card Agreement in the event of the initiation of a payment transaction using a Card issued by Lydia Solutions; and
- Where applicable and if the service is available and compatible with the chosen Offer, through the Beneficiary or a Payment Initiation Service Provider.

A series of payment transactions is authorised if the Customer has given his consent to the execution of the series of transactions, in particular in the form of a direct debit mandate.

In the absence of consent, the payment transaction or series of payment transactions is deemed to be unauthorised.

Unless otherwise stipulated below and according to Article 1.2 of this Payment Account Agreement, the Customer may not revoke a payment order:

- Once he had been received by Lydia Solutions ;
- When the payment transaction is initiated by the payee (direct debit) or by the Customer who gives a payment order via the payee, after having sent the payment order to the Beneficiary or given his consent to the execution of the payment transaction to the Beneficiary ;
- Where the payment transaction is initiated by a Payment Initiation Service Provider, after he has given his consent for the Payment Initiation Service Provider to initiate the payment transaction.

However and according to Article 1.2 of this Payment Account Agreement, the Customer may revoke a payment order under the following conditions:

- At the latest by the end of the business day preceding receipt of the payment order;
- In the case of direct debits, no later than the end of the business day preceding the due date;
- In the event of legal proceedings, receivership or liquidation of the Beneficiary if the payment transaction was made using a Card and the account of the Beneficiary's payment service provider has not been credited with the amount of the payment transaction.

## **2 – Consent to the use of data necessary for the performance of payment services**

In accordance with article L. 521-5 of the French Monetary and Financial Code, the Customer explicitly consents, by accepting these terms and conditions, to allow Lydia Solutions to access, process and store any information that the Customer has provided to Lydia Solutions for the purpose of executing payment services. These provisions and this consent do not affect the respective rights and obligations of Lydia Solutions and the Customer with respect to data protection. The Customer may withdraw this consent by closing his Payment Account. If he withdraws his consent in this way, Lydia Solutions will cease to use such data for the purpose of providing payment services. However, Lydia Solutions may continue to process such data for other legitimate purposes and reasons, including its legal obligations.

## **Article 10: Execution of a payment order**

The period within which Lydia Solutions must execute a payment order shall run from the time of receipt of the payment order in the manner and according to the means of communication provided for herein.

It is agreed between the Customer and Lydia Solutions that the time of receipt shall be, in particular, the Business Day on which all information necessary for the execution of the payment order has been received by Lydia Solutions.

Where the Customer and Lydia Solutions agree that the execution of the payment order will commence on a particular day or at the end of a specified period or on the day on which the payer has made the funds available to Lydia Solutions, the time of receipt shall be deemed to be the agreed day (subject again to all necessary information having been transmitted).

If the time of receipt is not a Business Day, the payment order is deemed to have been received on the next Business Day.

Deadlines for accepting payment orders may apply depending on the payment transaction concerned.

## **Article 11: Refusal to execute a payment order**

The Customer acknowledges and agrees that Lydia Solutions may refuse to execute a payment order given by the Customer. In this case, Lydia Solutions will notify its refusal to the Customer by any means at the latest by the end of the first Business Day following the moment of receipt of the payment order. The notification will be accompanied, if possible, by the reasons for the refusal except in the case of a prohibition under another relevant provision of EU or national law. Where the refusal is justified by a material error, Lydia Solutions will, if possible, indicate to the Customer the procedure to be followed to correct such error.

If the refusal is objectively justified, Lydia Solutions may charge a fee for sending the aforementioned refusal notification.

A refused payment order is deemed not to have been received.

## **Article 12: Charges**

No fee is charged by Lydia Solutions on the total amount transferred in connection with the execution of a payment transaction when it is made in euro or in the currency of an EEA Member State and both payment service providers are located within the EEA.

In the event of receipt of a payment transaction in any currency, Lydia Solutions nevertheless reserves the right to deduct any fees due directly from the total amount received. In this case, the total amount of the payment transaction and the fees are separated on the Customer's account statement.

Lydia Solutions informs the Customer that, when executing a payment transaction in a currency other than that of a Member State of the EEA or, regardless of the currency in which the transaction is carried out, when one of the payment service providers is located outside the EEA, intermediaries may have levied fees before Lydia Solutions receives the funds.

In the case of a payment made with a Card, the applicable exchange rate is that applied by Visa, Lydia Solutions' partner, on the date on which the transaction concerned is processed by the Visa payment network, and not that in force on the date on which the payment is authorised.

Lydia Solutions' provision of payment services to the Customer under this Payment Account Agreement is subject to the pricing set out in the Pricing and Limits Annex. All charges due by the Customer are automatically debited from the Customer's Payment Account.

The Customer authorises Lydia Solutions to set off at any time, including after the closure of the Payment Account, any certain, liquid and due debt that may remain outstanding on any grounds whatsoever. Lydia Solutions may set off the provision of the Payment Account against any amount due, payable and unpaid by the Customer to Lydia Solutions.

In January of each year, a specific document summarising all the fees levied by Lydia Solutions during the previous calendar year in respect of the provision of the payment services provided for herein will be sent to the Customer on a durable medium.

## **Article 13: Turnaround times and value date**

Payment transactions are governed by the provisions set out below, unless otherwise specified in another document (eg. the Card Agreement when Service is available and compatible with an Offer).

### **1 – Turnaround times**

The Wallet used by the Customer is debited upon acceptance of the funds transfer order by Lydia Solutions.

For the following payment transactions:

- Payment transactions in euro, where both payment service providers are located in the EEA, or
- resulting in a single conversion between the euro and the currency of a member state of the EEA outside the euro zone, as long as the transfer takes place in euros and the conversion is made in the other member state of the euro zone. EEA, to the exclusion of any other operation,

the account of the payment service provider of the Beneficiary of the payment transaction is credited at the latest at the end of the first Business Day following the time of receipt of the order by Lydia Solutions.

Regarding cash withdrawals, the time Lydia Solutions receives the order corresponds to the date indicated on the transaction slip or the date the withdrawal order is entered at ATMs. The withdrawal order is executed immediately upon receipt. It should be noted that, given the nature of the transaction, the cash withdrawal order is irrevocable once it has been given by the Customer.

## **2 – Provision of funds**

Lydia Solutions will make the amount of the payment transaction of which the Customer is beneficiary available to him immediately after his own account has been credited where it does not require conversion or where there is conversion between the euro and the currency of an EEA Member State or between the currencies of two EEA Member States, subject to the verification of the Customer's identity.

## **3 – Value date**

The value date of a payment transaction is the date on which the transaction is recorded on the Payment Account at the time it is executed.

# **Article 14: Disputes concerning payment transactions and liability**

If, upon receipt of their account statement, the Customer becomes aware of a payment transaction that they have not authorised or of an error in the processing of a payment transaction, they must notify Lydia Solutions without delay. This notification must be made to Lydia Solutions directly in the Application (by clicking on the Help tab) or in one of the addresses mentioned in Article 28.1 of this Payment Account Agreement.

No dispute shall be accepted after a period of thirteen (13) months from the date on which the payment transaction was debited to the Customer's Payment Account or from the date on which the payment transaction should have been executed, on pain of foreclosure.

These principles apply regardless of whether a Payment Initiation Service Provider is involved in the payment transaction.

Lydia Solutions shall not be liable in the event of force majeure or where Lydia Solutions is bound by other EU or French legal or regulatory obligations.

Lydia Solutions is not liable in the following cases: (i) if Lydia Solutions is able to justify that the payment transaction disputed by the Customer was authenticated, duly recorded and accounted for, and without any technical or other deficiency, (ii) in the event of force majeure, or (iii) when Lydia Solutions is bound by other French or EU legal or regulatory obligations which do not allow it to perform the obligations incumbent upon it under this Payment Account Agreement.

## **1 – Liability in the event of a poorly executed payment transaction**

Lydia Solutions is liable for the improper execution of payment transactions from/to the Customer's Payment Account. However, Lydia Solutions shall not be liable if Lydia Solutions is able to justify :

- For Transfers and direct debits received: that the funds have been sent to the Beneficiary's payment service provider within the stipulated deadlines;
- For Transfers received: that the funds have been credited to the Customer's Payment Account;
- For direct debit advices issued (subject to Article 1.2 of the Payment Account Agreement): that the payment order has been sent to the payer's payment service provider for the direct debit date specified by the Customer, and that the funds have been credited to the Customer's Payment Account.

Lydia Solutions cannot be held liable either if, as a result of the Customer's communication of non-existent or erroneous bank details, a payment transaction could not be executed or was executed in favour of a person other than the beneficiary intended by the Customer, within the limits permitted by regulations and provisions stated in article 5.3 of this Payment Account Agreement.

In the event of a transaction being carried out incorrectly as a result of the Customer providing incorrect contact details :

- Lydia Solutions will endeavour to recover the funds involved;
- If Lydia Solutions is unable to recover the committed funds, Lydia Solutions will make available to the Customer, at his request, and subject to compliance with the regulations applying to Lydia Solutions, in particular concerning banking secrecy, the information at its disposal which may document any legal action taken by the Customer with a view to recovering the funds;
- Collection fees may be charged to the Customer by Lydia Solutions.

If Lydia Solutions is liable for the non-execution or improper execution of a payment transaction, Lydia Solutions will reimburse the Customer for the costs incurred by the Customer as a result of the non-execution or improper execution of the payment transaction by Lydia Solutions and, unless otherwise instructed by the Customer and provided that the transaction concerned has been reported by the Customer without delay, and at the latest within the thirteen (13) month period mentioned above under penalty of foreclosure, Lydia Solutions will, as the case may be:

- Re-credit the Customer's Payment Account by the amount of the incorrectly executed transaction and, where applicable, restore the Customer's Payment Account to the state in which it would have been had the transaction not taken place. In this case, the value

date on which the Customer's Payment Account is credited is no later than the date on which it was debited;

- Immediately credit the Customer's Payment Account with the amount of the transaction. In this case, the value date on which the Customer's Payment Account was credited is no later than the value date that would have been attributed to it if the transaction had been correctly executed;
- Will transmit the payment order to the payer's payment service provider.

In any event, Lydia Solutions will reimburse the Customer for all costs incurred by the Customer as a result of the non-execution or poor execution of the payment transaction attributable to Lydia Solutions.

Whether liable or not, Lydia Solutions shall use its best endeavours to trace any unperformed or incorrectly performed transactions and shall notify the Customer of the results of its investigations.

By virtue of legal and regulatory provisions, Lydia Solutions may have to carry out verifications, including the implementation of Strong Authentication measures, or request authorisations before executing a payment transaction. In this case, Lydia Solutions shall not be liable for any delay or non-execution of such payment transaction.

All of the above stipulations also apply in the event that the payment transaction is not executed or is executed incorrectly due to a Payment Initiation Service Provider.

## **2 – Liability in the event of an unauthorised payment transaction**

In the event that the Customer disputes having authorised a payment transaction, it is Lydia Solutions' responsibility to prove by any means that the transaction has been authenticated, duly recorded and accounted for and that it has not been affected by a technical or other deficiency.

In the event that the transaction has been initiated through a Payment Initiation Service Provider at the Customer's request, it is on the Payment Initiation Service Provider to prove that the payment order has been received by Lydia Solutions and that, as far as it is concerned, the payment transaction was authenticated and duly recorded and correctly executed, that it was not affected by any technical or other deficiency in connection with either the service it provides or the non-execution, poor execution or late execution of the transaction.

In the event of an unauthorised payment transaction reported without delay by the Customer, and at the latest within the thirteen (13) month period mentioned above under penalty of foreclosure, Lydia Solutions will (i) reimburse the Customer for the amount of the unauthorised transaction immediately after becoming aware of or being informed of the transaction and, in any event no later than the end of the first following Business Day and (ii) restore the Payment Account to the state it would have been in had the payment transaction not been executed,

unless Lydia Solutions has good reason to suspect fraud by the Customer. In the latter case, Lydia Solutions will inform the Banque de France.

In any event, the Customer acknowledges and agrees that Lydia Solutions may nevertheless reverse the debit of the Payment Account for the amount of a refund made insofar as Lydia Solutions is able to provide evidence of fraud or gross negligence on the part of the Customer.

All of the above provisions also apply if the unauthorised payment transaction was initiated via a Payment Initiation Service Provider.

In the event of unauthorised payment transactions carried out using a payment instrument with Personalised Security Data that has been lost or stolen, the Customer will bear the losses incurred before making the notification for the purpose of blocking the payment instrument, up to a maximum of fifty (50) euros.

The Customer shall not be liable if the unauthorised payment transaction was carried out without using the personalised Security Data or by unknowingly misusing the payment instrument or the data linked to it (e.g. the Card number).

Nor shall the Customer be liable in the event of loss or theft of the payment instrument which cannot be detected by the Customer prior to payment, loss due to acts or omissions of an employee or agent of Lydia Solutions or of an entity to which its activities have been outsourced or where the payment instrument has been counterfeited and, in the latter case, the payment instrument issued by Lydia Solutions is still in its possession.

In all cases, unauthorised payment transactions will not be reimbursed if the Customer :

- Has acted fraudulently ;
- Intentionally or through gross negligence failed to meet its obligations to preserve its Personalised Security Data; or
- Reported unauthorised payment transactions more than thirteen (13) months after the date on which they were debited from the account.

After having informed Lydia Solutions in order to block the payment instrument, the Customer shall not bear any financial consequences resulting from the use of this payment instrument or from the misuse of the data linked to it, unless he has acted fraudulently.

### **3 – Special case of payment transactions where the amount is not known in advance**

If the payment transaction, ordered by the payee or by the Customer giving the payment order via the payee, does not initially indicate the exact amount for which it was initiated, and the final amount appears unusual and/or excessive given the nature and amount of the Customer's previous expenditure, the Customer has a period of eight (8) weeks from the date on which the funds were debited to the Customer's Payment Account to request reimbursement of the payment transaction.

The Customer must provide Lydia Solutions with any factual elements, such as the circumstances under which he gave his authorisation to the payment transaction, as well as the reasons why he was unable to anticipate the amount of the payment transaction that was debited from his account. In the event that the amount of the payment transaction exceeds the amount that the Customer could reasonably have expected, the Customer may not invoke reasons related to an exchange transaction if the exchange rate agreed with Lydia Solutions has been applied.

Within ten (10) Business Days following receipt of the refund request, Lydia Solutions will either refund the full amount of the payment transaction or justify to the Customer its refusal to refund.

In the event of a SEPA direct debit, the Customer is entitled to a refund without conditions within the aforementioned period.

## **Article 15: Safety measures and operating incidents**

### **1 – Safety measures**

Payment instruments issued by Lydia Solutions must be kept with the utmost care by the Customer.

Upon receipt of a payment instrument, the Customer shall take all reasonable steps to safeguard the use of its Personalised Security Data. These obligations apply in particular to Cards, Confidential Codes and any procedure for securing payment orders agreed between the Customer and Lydia Solutions. The Customer shall use the payment instruments issued to him by Lydia Solutions in accordance with the conditions governing their issue and use.

Any communication of Personalised Security Data to a third party shall constitute gross negligence on the part of the Customer.

To request the unblocking of their Payment Account, Customers may contact Customer Support at one of the addresses mentioned in Article 28.1 of this Payment Account Agreement.

In the event of loss, theft, misappropriation or unauthorised use of his payment instrument or the data linked to it, the Customer must inform Lydia Solutions without delay, for the purpose of blocking the payment instrument. This notification must be made to Lydia Solutions directly in the Application or at one of the addresses mentioned in Article 28.1 of this Payment Account Agreement.

In the event of notification of the loss, theft or misappropriation of a payment instrument, the Customer may then obtain from Lydia Solutions, on request and within eighteen (18) months of the notification made, the information enabling him to prove that he has indeed made this notification.

When the Customer makes a payment transaction face-to-face or remotely, they must check the identity of the recipient and verify the amount of the transaction. Similarly, in the case of remote

payment, on the Internet for example, the Customer must be vigilant in ensuring that the payment platform used by the seller is secure.

## **2 – Operating incidents**

All transactions requiring special treatment, in particular when they result in an irregularity or an operating incident on the Payment Account, are subject to specific fees as indicated in the Pricing and Limits Annex applicable to products and services.

No fees or interest will be levied where the malfunction results from an error, omission or fault attributable to Lydia Solutions.

## **Article 16: Blocking of a payment instrument at Lydia Solutions' initiative**

Lydia Solutions reserves the right to block any payment instrument for objectively justified reasons relating in particular to the security of the payment instrument, the suspicion of unauthorised or fraudulent use of the payment instrument or the significantly increased risk that the Customer will be unable to meet his payment obligation.

In such cases, Lydia Solutions will inform the Customer of the blocking of the payment instrument and the reasons for such blocking by e-mail, which the Customer hereby accepts, unless giving such information is not feasible for objectively justified security reasons or is prohibited under other relevant EU or national legislation.

## **Article 17: SEPA Transfers**

### **1 – Outgoing SEPA Transfer**

The Customer may give payment orders for transfers in euros from his Payment Account to a Payment Account opened in the books of another payment service provider in the SEPA Area.

The Customer may only issue SEPA Transfers denominated in euro within the SEPA Area. Other transfers, i.e. (i) transfers in a currency other than the euro and/or (ii) transfers in euros outside the SEPA Area are not permitted.

Transfer orders must be initiated via the Application, indicating (i) the beneficiary's account details, (ii) the amount of the transfer and (iii) the reason for the transfer.

### **2 – Incoming SEPA Transfer**

The time of receipt by Lydia Solutions of a transfer order is :

- In the case of an immediate transfer initiated by the Customer, on the Business Day on which the payment order is received by Lydia Solutions. If instant reception is not possible, it will be done in the traditional way. In this case, it will take between one (1)

and three (3) bank Business Days (depending on the bank and the country from which the transfer is issued).

- In the case of standard transfers, the day of receipt is the Business Day on which the payment order is received by Lydia Solutions provided that it is received before 10am, otherwise the next Business Day. Transfers must be initiated by the Customer from the Application in compliance with the applicable authentication procedures including Strong Authentication procedures.

### **3 – Reversal of transfers**

Notwithstanding the foregoing, the Customer hereby authorises Lydia Solutions to reverse any Transfer wrongly or erroneously credited to his Payment Account, in particular any Transfer subject to a request for the return of funds from the Transfer originator's service provider, and/or in the event of proven fraud. In all cases, Lydia Solutions will inform the Customer by any means. The Customer is also informed that in the absence of regularisation, Lydia Solutions may communicate to the payment service provider of the originator of the transfer and/or at the latter's request all useful information to recover unduly received funds.

## **Article 18: SEPA direct debits**

### **1 – Definition of a SEPA direct debit**

In order to authorise a SEPA direct debit, the creditor sends the Customer a form called the "SEPA Direct Debit Mandate" containing, in particular, the Customer's creditor identifier.

The "SEPA Direct Debit Mandate" is a dual mandate by which the Customer :

- Authorises the creditor to issue SEPA direct debit orders; and
- Authorises Lydia Solutions to pay these direct debits on presentation.

The mandate is identified by a unique reference provided by the creditor. The direct debit authorisation will therefore only be valid for the mandate in question.

The Customer must complete the mandate, sign it and return it to the creditor. The creditor will check the details on the mandate and send them to Lydia Solutions for payment.

In the event of a change to their bank details, the Customer agrees to provide them to the creditor, while the existing mandate remains valid.

Prior to processing the payment, the creditor is required to inform the Customer, by means of a notification at least fourteen (14) calendar days before the payment due date, so that the Customer can verify its compliance with the agreement they have entered into with their creditor.

## **2 – Revocation**

In this case, the revocation is valid for all direct debits given from the mandate identified by the debtor.

This revocation must be notified in writing to the creditor concerned and may also be brought to Lydia Solutions' attention. All direct debits occurring after the day on which Lydia Solutions has been informed of the revocation will be rejected.

The Customer may terminate a direct debit mandate at any time, from the "Direct Debit" menu, by clicking on "Delete mandate" after selecting the mandate in question, or stop one or more payments with Lydia Solutions.

## **3 – Expiration**

A one-off SEPA direct debit mandate becomes invalid after the corresponding payment transaction has been presented.

Any recurring SEPA direct debit mandate for which no payment order has been presented for a period of thirty-six (36) months becomes invalid and should therefore no longer be used.

In any event, Lydia Solutions reserves the right to reject any transaction relating to an expired mandate.

## **4 – Opposition**

Blocking a direct debit transaction is a preventive measure whereby the Customer refuses (for example in the event of a disagreement between the Customer and the creditor) to pay one or more specific direct debits that have not yet been debited from the Customer's Payment Account.

This objection must be made no later than the Business Day preceding the day on which the transaction is to be carried out.

## **5 – Reimbursement of authorised and unauthorised withdrawals**

The Customer may request reimbursement of an authorised SEPA Direct Debit within eight (8) weeks of the date on which the funds were debited. The refund corresponds to the total amount of the payment transaction carried out.

The Customer may request reimbursement of an unauthorised SEPA Direct Debit within thirteen (13) months of the date on which the funds were debited. The refund corresponds to the total amount of the payment transaction carried out.

In both of the above cases, Lydia Solutions will restore the debited Payment Account to the state it would have been in had the relevant SEPA Direct Debit not taken place. However, the Customer acknowledges and agrees that Lydia Solutions may reverse the debit of the Payment

Account for the amount of the refund thus made to the extent that Lydia Solutions is able to provide evidence of fraud or gross negligence on the part of the Customer.

#### Article 19: Relations with Payment Initiation Providers and Account Information Providers

When this Service is available and compatible with the Offer, the Customer may freely use a Payment Initiation Service Provider or an Account Information Service Provider. However, Lydia Solutions invites the Customer to ensure that said service providers comply with all applicable regulations and Lydia Solutions shall not be liable, except as provided herein and in applicable regulations, in the event of failure or breach of its obligations by the Payment Initiation Service Provider or Account Information Service Provider.

In any event, Lydia Solutions reserves the right to deny a payment service provider providing an account information service or a payment initiation service access to the Customer's Payment Account on the basis of objectively motivated or documented reasons relating to unauthorised or fraudulent access to Payment Accounts on the part of such providers, including the unauthorised or fraudulent initiation of a payment transaction.

In this case, Lydia Solutions will inform the Customer, by any means and, in any event, in a secure manner, of the refusal of access to the Customer's Payment Account and of the reasons for such refusal. This information will, if possible, be given to the Customer before access is refused and, at the latest, immediately after such refusal, unless the communication of such information is not practicable for objectively justified security reasons, or is prohibited by virtue of another relevant provision of EU or national law.

## **Other Services**

### **Article 20: Cards**

Depending on the services offered by Lydia Solutions and according to Article 1.2 of this Payment Account Agreement, the Customer may benefit from a Card under the conditions set out in the Card Agreement.

### **Article 21: Wallet**

Subject to the Offer subscribed by the Customer and according to Article 1.2 of this Payment Account Agreement, the Customer can create one or more other Wallet(s).

The Customer must designate the purpose of this Wallet, which must be lawful, moral, consistent with good morals and part of a private context.

Wallets calling for public generosity and allowing in particular to finance a cause, a social, associative or entrepreneurial project through donations are strictly prohibited. Any person who notices that the object of a Wallet is contrary to the regulations in force is invited to contact Lydia Solutions customer support without delay.

Lydia Solutions reserves the right to delete or block access to any Wallet whose purpose it deems to be illicit, immoral or contrary to good morals, as well as any collection on which suspicion of money laundering and financing of terrorism. Lydia Solutions reserves the right to initiate any legal proceedings against the Customer and/or Participants for the defense of its rights and interests.

The Customer remains solely liable for the content and purpose of the collection and cannot pass on responsibility to others. He undertakes to the Participants to use all the funds collected on the Wallet in strict compliance with the purpose he has defined. In the event of a breach of this personal obligation by the Customer, the Participants will act directly against him and may in no case hold Lydia Solutions and the Partners of Lydia Solutions liable to the extent that they are third parties to any existing relationship between the Participants and the Customer.

Any person with access to the Wallet and authorized to do so can use their available balance on one of their Wallets (if they are Customers) or use an accepted payment instrument by Lydia Solutions.

The Customer and the Authorized Participants can decide on the information presented on the online page.

The Customer can freely define the period during which Participants can contribute. It may terminate a Wallet early at any time.

Lydia Solutions is not involved in any dispute between a Customer, or Participant and a third party organizer.

## **Regulations applicable to Lydia Solutions**

### **Article 22: Professional secrecy**

In accordance with article L. 526-35 of the French Monetary and Financial Code, Lydia Solutions is bound by professional secrecy. All information concerning the Customer and his transactions that is covered by professional secrecy may not therefore be disclosed to a third party without the Customer's consent, with the exception of :

- Partners of Lydia Solutions ;
- In accordance with applicable law, public authorities such as the ACPR, the Banque de France, the Institut d'émission d'outre-mer, the Institut d'émission des départements d'outre-mer, the judicial authority acting in the context of criminal proceedings or the tax authorities ;
- Persons with whom Lydia Solutions negotiates, executes or enters into the following transactions: (i) the acquisition of a shareholding in or control of any payment service provider, (ii) the sale of assets or goodwill, (iii) the sale or transfer of contracts, (iv) service agreements entered into with a third party with a view to entrusting it with

important operational functions, and (v) during the study or preparation of any type of contract or transaction, provided that these entities belong to the same group as Lydia Solutions.

In this context, the Customer expressly authorises the lifting of professional secrecy with regard to :

- any subcontractor or external service provider bound by professional secrecy under the same conditions as Lydia Solutions in connection with the provision of the payment services covered hereby.
- any judicial, administrative or police authority in the event that the Customer declares that he is the victim of fraud or attempted fraud, in order to assist the justice system in the fight against fraud, it being specified that on this occasion Lydia Solutions may communicate to the aforementioned authorities: the name, surname, email address, telephone number, identifier and more generally any information concerning the Customer which would be necessary to report the facts constituting an offense.

## **Article 23: Customer declarations (FATCA)**

At the time of acceptance hereof, if the Customer is a 'US Person', i.e. if they are deemed to be a US taxpayer within the meaning of the FATCA of 18 March 2010 (Foreign Account Tax Compliance Act) or if they acquire it during the execution of the Payment Account Agreement, and/or in the absence of self-certification, they acknowledge and accept that the credit balance of their Payment Account must not exceed the Threshold. Failing this, Lydia Solutions reserves the right to reject all new incoming payment transactions and the Customer will be personally responsible for the consequences of any rejection as long as the credit balance of the Payment Account is not below the Threshold.

The Customer has and must retain full legal capacity throughout the term of this Payment Account Agreement. The Customer also declares that they are not subject to any legal or judicial prohibition during the term of this Payment Account Agreement.

The Customer declares that all information provided to Lydia Solutions is and will remain accurate throughout the duration of this Payment Account Agreement. The Customer also undertakes to respond to any request to update such information made directly by Lydia Solutions or Lydia Solutions Partners. Lydia Solutions shall not be liable for the consequences of any failure to update such information.

It is the Customer's responsibility to inform Lydia Solutions in writing of any change in his status as a user of Lydia Solutions' services, in particular in the event of a change in his contact details (telephone number, address, e-mail), professional activity, marital status, capacity, matrimonial regime, nationality, address (home, tax and postal), identification details of any agents and status (in particular in the event of acquiring the status of citizen of the United States of America or the so-called "Green Card").

Lydia Solutions also reminds the Customer that his Personal Customer Account and Payment Account are strictly personal. It is strictly forbidden to lend or dispose of them. Any assignment, rental, loan or transfer of an account to a third party is strictly prohibited and will result in the termination of this Payment Account Agreement as well as the withdrawal of the Customer's access to all services offered by Lydia Solutions, without prior notice.

## **Article 24: Combating money laundering and the financing of terrorism and international sanctions**

The Customer is informed that Lydia Solutions, in its capacity as a payment service provider, is subject to compliance with (i) the regulations applicable to the fight against money laundering and the financing of terrorism, and (ii) international sanctions and asset freezing measures. In this context, Lydia Solutions must in particular apply vigilance measures with regard to the Customer, its beneficial owners, its agents and all the transactions they carry out.

Thus, before entering into a business relationship, and throughout the duration of the business relationship, Lydia Solutions may ask the Customer or his authorised representative to provide it with any information that Lydia Solutions deems useful for compliance with the said regulations, as well as their update on first request.

For identity verification purposes, and to ensure that Lydia Solutions can offer its services to the Customer, the Customer must provide Lydia Solutions with one of the following documents:

- a valid passport from an EEA country or a valid national identity card; or
- a residence permit issued by an EEA country; or
- a residence permit or visa issued by an EEA country.

In accordance with applicable regulations, Lydia Solutions reserves the right to suspend, not execute or cancel a transaction initiated by the Customer or carried out for the Customer's benefit, or terminate this Payment Account Agreement in particular in the event that (i) the Customer or the Customer's Agent fails to provide the information necessary to comply with such regulations or (ii) the Customer and, where applicable, the Agent, or the country or territory in which it is located or established, becomes subject to economic or financial sanctions, trade embargoes or similar measures taken, promulgated or implemented by the United Nations, the United States of America, the United Kingdom, the European Union, France or any EU member state or any other sanction recognised by Lydia Solutions or, (iii) the Customer or the Customer's Agent fails to provide the information necessary to comply with such regulations, or put in place by the United Nations, the United States of America, the United Kingdom, the European Union, France or any EU member state or any other sanction recognised by Lydia Solutions or, (iii) a Personal Customer Account or Payment Account is used in a manner that would constitute a violation of the sanctions referred to in (ii), including without limitation any payment, whether direct or indirect, to or for the benefit of or received from a person subject directly or indirectly to such sanctions or located in a country or territory under extended

sanctions. In this context, Lydia Solutions may also be required to make any declaration to the competent authorities in accordance with the terms of the regulations in force.

## **Article 25: Politically exposed persons**

As part of its obligations to combat money laundering and terrorist financing, Lydia Solutions and Lydia Solutions' Partners are required to apply additional due diligence measures in respect of PEPs, which are subject to specific regulations due to the particular risks they and/or their close relations run in terms of financial support for terrorism, attempted corruption or the circulation of money of fraudulent origin for money laundering purposes. In view of this increased risk, Lydia Solutions and Lydia Solutions' Partners are subject, in addition to the due diligence measures applicable to all customers, to enhanced checks and additional due diligence measures at the start of the business relationship and during the performance of the service.

Lydia Solutions points out that a PEP is defined under Article L. 561-10 of the French Monetary and Financial Code as: "(...) a person who is exposed to particular risks by virtue of the political, jurisdictional or administrative functions that he or she performs or has performed or by virtue of the functions that are or have been performed by direct members of his or her family or by persons known to be closely associated with him or her or who become closely associated with him or her in the course of a business relationship".

As a consequence, any Customer corresponding to this definition undertakes to carry out all necessary diligence to enable Lydia Solutions and, where applicable, Lydia Solutions' Partners to carry out an enhanced examination of the transactions carried out on his Payment Account, to inform them of any exceptional transaction compared to the transactions usually recorded on his Payment Account and to provide them with any document or information required to enable Lydia Solutions and its Partners to justify compliance with this specific regulation to the competent authorities.

## **Article 26: Data protection**

As part of the business relationship, Lydia Solutions, acting in its capacity as data controller, collects personal data concerning the Customer from the latter. The Customer has a right to access, rectify and erase his or her data, to limit the processing thereof and to their portability. The Customer also has the right to object to processing for reasons related to his/her particular situation and the right to object at any time to the processing of his/her data for marketing purposes.

Customers may exercise their rights over the data and contact the Lydia Solutions Data Protection Officer as follows:

- by letter sent to: Lydia Solutions, Data Protection Officer, 14 Avenue de l'Opéra, 75001 Paris, France
- by email at: [dpo@isbs.eu](mailto:dpo@isbs.eu)

Information on data processing can be found in the Personal Data Protection Policy which is available to the Customer on the website.

## **Article 27: Opt-out from telephone marketing**

Any Customers who do not wish to receive telephone marketing calls may add their names to the telephone marketing opt-out list defined by Article L. 223-1 of the French Consumer Code directly via the website [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr) or by letter addressed to: Worldline, Service Bloctel, CS 61311, 41013 Blois CEDEX – France.

Any individual featured on this list cannot be contacted by telephone by Lydia Solutions or one of its Partners except in the case of contact within the framework of the performance of an agreement in force and having a connection with the subject of this agreement, including when this involves offering the consumer products or services related or complementary to the subject matter of the agreement in force or likely to improve its performance or quality.

## **Article 28: Complaints**

### **1 – Contacts**

For any difficulties or complaints relating to the operation of the Payment Account or the use of the services provided, the Customer may contact the complaints department:

- By email sent to the following address (depending on the Offer subscribed to): [contact@sumeria.eu](mailto:contact@sumeria.eu) or [hello@lydia.me](mailto:hello@lydia.me).
- By post to the following address Lydia Solutions. Service Réclamation TSA 60309, 75036 Paris cedex – France.

As part of the processing of complaints, the Customer agrees to receive registered letters with electronic acknowledgement of receipt, as defined in article L.100 of the French Post and Electronic Communications Code.

### **2 – Handling complaints**

Lydia Solutions undertakes to acknowledge receipt of the complaint within ten (10) Business Days and to provide a response to the Customer within two (2) months, save in exceptional cases.

In the event of a complaint relating to payment services, Lydia Solutions undertakes to provide a response to the Customer within a maximum of fifteen (15) Business Days following receipt of the complaint. In exceptional situations, if a response cannot be given within fifteen (15) Business Days for reasons beyond Lydia Solutions' control, Lydia Solutions undertakes to send the Customer a holding response clearly stating the additional time required to respond to the complaint and specifying the final date on which the Customer will receive a definitive response. In any event, a final response will be communicated to the Customer no later than thirty-five (35) Business Days following receipt of the complaint.

As a last resort, the Customer may refer the matter to the Mediation officer free of charge.

## Article 29: Mediation

The Mediator is the last amicable recourse before taking legal action. Referral to a Mediator implies express authorisation by the Customer to waive professional secrecy vis-à-vis Lydia Solutions with regard to the communication of information necessary for the mediation process.

You can refer your case to the AFEPAME Mediation officer free of charge, provided :

- You disagree with the response provided by the Lydia Solutions advisor and the Lydia Solutions complaints department,
- You have not received a response to your complaint within two (2) months, or thirty-five (35) Business Days in the case of a complaint about a payment service.

You can contact the AFEPAME Mediation officer:

- By email: [contact@mediateur-consommation-afepame.fr](mailto:contact@mediateur-consommation-afepame.fr) ;
- By post: AFEPAME Consumer Ombudsman: c/o WEBHELP – Zac de Gray – Impasse Clément Ader 70100 Gray

The AFEPAME Ombudsman's website can be accessed at <https://mediateur-consommation-afepame.fr/>.

## Article 30: Inactive accounts

The Eckert Law, which came into force on 1 January 2016, requires institutions such as Lydia Solutions to identify inactive accounts and inform their holders or known successors of the consequences of continued inactivity. This information is renewed annually.

To cover its operating costs resulting from these additional obligations, Lydia Solutions may charge inactivity fees. The amount of the fee is set out in the Pricing and Limits Annex and is limited to the available balance on the Customer's Payment Account.

A Payment Account is deemed inactive within the meaning of the applicable regulations under the following conditions:

- At the end of a period of twelve (12) months during which the following two (2) conditions are met: (i) the Payment Account has not been the subject of any transaction, other than the recording of interest and the debiting by Lydia Solutions of fees and commissions of any kind, and (ii) the Customer or the person authorised by him has not contacted Lydia Solutions in any form whatsoever or carried out any transaction on another account opened in his name in Lydia Solutions' books; or

- If the Customer is deceased, at the end of a period of twelve (12) months following the death during which none of his heirs has informed Lydia Solutions of his wish to assert his rights to the assets registered on the Customer's Payment Account.

When a Payment Account is deemed to be inactive, Lydia Solutions will inform the Customer, the person authorised by the Customer or, where applicable, the Customer's successors known to Lydia Solutions, by any means at its disposal, and will inform them of the consequences. Where applicable, this information is renewed annually until the measures for depositing the assets with the Caisse des dépôts et consignations are implemented.

The Customer will be informed by any means six (6) months before the effective closure of the Payment Account. Assets held on inactive Payment Accounts must be deposited with the Caisse des dépôts et consignations fund :

- At the end of a period of ten (10) years from the date of the last transaction, excluding the recording of interest and the debiting by Lydia Solutions of fees and commissions of any kind, or from the date of the last manifestation by the Customer or the person authorised by the Customer; or
- At the end of a period of three (3) years after the date of death of the Customer.

In the absence of a request for restitution to the Caisse des dépôts et consignations fund , the sums are definitively acquired by the French State on expiry of a period of :

- Twenty-seven (27) years from the date of deposit with the Caisse des dépôts et consignations in the event of the Customer's death;
- Twenty (20) years from the date of deposit with the Caisse des dépôts et consignations in all other cases.

## **Article 31: Enforcement measures – Bank balance not subject to seizure**

### **1 – Seizure of property and attachment for safekeeping**

When Lydia Solutions is notified of a seizure, it must declare and block the available balance on the Payment Account. Within a period of fifteen (15) Business Days following the seizure or attachment, this balance may be affected (positively or negatively) by transactions dated prior to the seizure. The Customer may contest the seizure against him before the execution judge.

In the case of a seizure procedure, Lydia Solutions will proceed to the payment of the sums due to the seizing creditor upon presentation of a certificate of non-contestation or upon a written declaration by the Customer indicating that he does not contest the seizure. If the Customer contests the seizure, he has a period of one month to contest the seizure after the court commissioner has informed him of the service of the seizure on Lydia Solutions.

## **2 – Administrative seizure by third parties**

This procedure is used by the French Treasury to recover taxes, penalties and ancillary fees. It has the effect of blocking the balance available on the Customer's Payment Account under the same conditions as those described above.

Upon expiry of a period of thirty (30) days (unless a different period is specifically provided for), Lydia Solutions is obliged to pay the sum claimed to the Treasury, unless the Treasury releases the claim.

## **3 – Common provisions applicable to seizures**

Lydia Solutions will make available to the Customer, under the conditions and according to the procedures defined by law, and within the limit of the credit balance of the Payment Account on the day of the seizure, a sum of maintenance of an amount fixed by law.

Proceedings initiated by the creditor, and with which Lydia Solutions is legally obliged to comply, give rise to the collection of flat-rate fees debited to the Payment Account. The amount of these fees is detailed in the Pricing and Limits Annex and may not exceed the available balance on the Payment Account. Lydia Solutions automatically deducts these fees when sending the funds to the seizing creditor.

## **Other provisions**

### **Article 32: Withdrawal**

In accordance with articles L. 222-7 et seq. of the French Consumer Code, the Customer has the right to withdraw from this Payment Account Agreement without giving any reason by returning the withdrawal form attached hereto, duly completed and signed to one of the addresses mentioned in Article 28.1 of this Payment Account Agreement.

The Customer expressly and unconditionally requests the immediate provision of the Services provided for herein before the expiry of the withdrawal period, without, however, waiving this right, which remains with the Customer.

The right of withdrawal must be exercised within fourteen (14) calendar days of the date on which this Payment Account Agreement comes into force, the date on which the withdrawal email is sent being taken as proof.

If the Customer decides to exercise his right of withdrawal before the services hereunder have been provided to the Customer, this Payment Account Agreement shall be terminated without any fees and/or costs being due. If the Customer decides to exercise its right of withdrawal after services have already been provided by Lydia Solutions to the Customer, this Payment Account Agreement shall be terminated and: (i) Lydia Solutions will refund to the Customer as soon as possible and at the latest within thirty (30) days all sums received pursuant to this Payment Account Agreement, with the exception of sums corresponding to the service actually provided

prior to withdrawal and (ii) the Customer will be obliged to return to Lydia Solutions as soon as possible and at the latest within thirty (30) days any sums received by the Customer from Lydia Solutions.

## **Article 33: Modification**

Lydia Solutions reserves the right to change this Payment Account Agreement, including the pricing terms, at any time.

Any amendment to this Payment Account Agreement will be communicated to the Customer on a durable medium by email and on its website at least two (2) months before the date on which the proposed amendments come into force.

If the Customer does not agree with the proposed changes, he may terminate this Payment Account Agreement free of charge before the date on which the changes come into force, in accordance with the conditions set out in article 34 of this Payment Account Agreement.

If the Customer does not contest the modifications before the date on which they come into force, this shall constitute acceptance of the modifications by the Customer.

On the other hand, any legislative or regulatory measure, such as any interpretation of a legal or regulatory rule by a competent authority, which would have the effect of modifying all or part of this Payment Account Agreement, will be applicable as soon as it comes into force.

## **Article 34: Duration – Termination**

### **1 – Duration**

This Payment Account Agreement is entered into for an indefinite period.

### **2 – Cancellation at the Customer's initiative**

The Customer may at any time and without reason :

- Terminate this Payment Account Agreement, and, unless otherwise agreed, the termination of all other services that may have been subscribed to by the Customer.
- Terminate one or more of the services provided by Lydia Solutions, with the exception of the Personal Customer Account and the Payment Account, without this resulting in the termination of this Payment Account Agreement and the closure of the Payment Account (e.g. termination of the Card Services only).
- However, any request for closure of the Payment Account or Personal Customer Account will automatically result in the termination of this Payment Account Agreement in its entirety.

All requests for cancellation must be made directly in the Application or sent to one of the addresses mentioned in Article 28.1 of this Payment Account Agreement.

Any request for termination will take immediate effect on the date of receipt by Lydia Solutions and, in the event of closure of the Payment Account, any credit balance will be returned to the Customer after the conclusion of all ongoing operations by bank transfer to an account opened in the Customer's name and for which details have been communicated (including the transmission of a valid RIB in the termination request).

If the Payment Account is closed, the Customer must ensure that a sufficient balance is maintained on his Payment Account for the period of thirty (30) calendar days to ensure the execution of payment transactions still in progress.

The Customer remains liable to Lydia Solutions in the event of a debit balance and must reimburse Lydia Solutions for any amount paid by Lydia Solutions on behalf of the Customer even after the termination of this Payment Account Agreement and the expiry of the thirty (30) day period.

### **3 – Termination at Lydia Solutions' initiative**

Lydia Solutions may, at any time and without cause, subject to two (2) months' notice:

- Terminate this Payment Account Agreement, which will entail closing the Payment Account and terminating all other services for the Payment Account that may have been subscribed to by the Customer.
- Terminate one or more of the services provided by Lydia Solutions with the exception of the Payment Account without this resulting in the termination of this Payment Account Agreement and the closure of the Payment Account (e.g. termination of Card services only). However, any request to close the Payment Account will automatically result in the termination of this Payment Account Agreement in its entirety.

The Customer will be informed of the termination of this Payment Account Agreement or of part of the services provided by notification sent on a durable medium by email. Any credit balance will be returned to the Customer at the end of the two (2) month notice period and after the conclusion of all ongoing operations, by bank transfer to an account opened in the Customer's name, the details of which will have been previously communicated to Lydia Solutions by the Customer (including the transmission of a valid RIB).

Lydia Solutions will not be required to observe any notice period in the event of serious misconduct by the Customer (including insults or threats made by the Customer or his authorised representative against a Lydia Solutions employee or in the event of acts by the Customer listed in the List of prohibited activities when using Lydia Solutions services), or in the event of proceedings of any kind brought against the Customer, or in the event of abnormal operation of the Payment Account.

Fees regularly charged for the provision of payment services by Lydia Solutions are only payable by the Customer on a pro rata basis for the period due on the date of termination of this Payment Account Agreement. If paid in advance and in the absence of fraud or suspicion of fraud attributable to the Customer, such fees will be refunded by Lydia Solutions on a pro rata basis.

The closure of a Payment Account is irrevocable and prevents the Customer from opening another Payment Account for a fixed period or permanently in the event of a breach of this Payment Account Agreement, suspected fraud and/or a legally reprehensible act.

#### **4 – Other case of termination: death**

As soon as it is aware of the Customer's death, Lydia Solutions blocks the Payment Account and then closes it, subject to pending transactions initiated before the death (provided that the funds are sufficient).

The Payment Account can also be debited for certain transactions after death, at the request of the notary or the heirs and under certain conditions (for example: payment of funeral expenses, expenses related to the last illness, taxes owed by the Customer, inheritance tax, reimbursement of pensions and retirement benefits not owed to the estate at the date of death, at the request of pension organizations).

Payment orders and direct debit instructions not executed by the date of death are null and void and rejected by Lydia Solutions, unless expressly requested by the notary or upon joint and concurring instructions from all heirs and/or the deceased's legal representatives.

The Payment Account can be credited with transactions prior to death.

Where applicable, the rules applicable to inactive accounts as set out in article 30 of this Payment Account Agreement will apply.

### **Article 35: Evidence agreement**

The Customer and Lydia Solutions agree that the computer recordings in Lydia Solutions' possession, or their reproduction on any other medium of the operations carried out, are authentic between the Customer and Lydia Solutions, unless the Customer provides proof to the contrary.

If the Customer disputes a payment transaction, it is Lydia Solutions' responsibility to prove that the payment transaction was authenticated, duly recorded and accounted for and that it was not affected by a technical or other deficiency.

In addition, Lydia Solutions will be entitled, in the same way as the Customer, to provide proof by any means of any legal act or fact, even beyond the legal limit referred to in Article 1359 of the Civil Code; Lydia Solutions may in particular prove any act or fact by means of its recordings made in strict compliance with the law and in particular with the provisions relating to professional secrecy, whether these recordings are computer, telephone, telematic, video,

electronic mail or writings, faxes or any other commonly accepted method of proof. The Customer agrees that Lydia Solutions may validly correspond with him via the aforementioned means of communication.

## **Misc**

### **Article 36: Liability**

The Customer acknowledges that they have sole liability for the use of their Personal Customer Account and, in general, for the Application and its functionalities, including the use made by a third party.

The Customer is strongly recommended to follow the vigilance recommendations made by Lydia Solutions concerning the use of their Personal Customer Account and, in general, the Application and its features, in particular:

- to take all necessary security precautions to ensure the confidentiality and retention of their username and password, it being recalled that the Customer is the guardian of the latter and retains solely responsibility for their use, including in particular any connection to their Personal Customer Account made via the Application; and
- to remain the sole user of their Personal Customer Account and the Application by preventing any third party from making use thereof on behalf of the Customer or in place of the latter.

As such, the Customer acknowledges and accepts full responsibility for any consequences, direct or indirect, that could result from a lack of notification or late notification on their part following the loss or theft of their username and/or password or, in general, any fraudulent use of the Application and/or their Personal Customer Account by a third party.

In any event, Lydia Solutions shall not be liable for circumstances or events that are unforeseeable and/or beyond its control and/or volition, such as:

- any cyber-attack, including in particular any unexpected interruption or worms or bugs or viruses in the Application and/or the Personal Customer Account (e.g. denial of service (DDoS)),
- any malfunction, interruption or suspension of the Personal Customer Account and/or the Application or any damage or loss of data that may or may not result from fraudulent or unauthorized intrusion by a third party having resulted in the deletion or modification of all or part of the information made available to the Customer on the Application and/or their Personal Customer Account,
- any momentary difficulty or impossibility, temporary or not, to access the Application and/or the Personal Customer Account due to disruptions caused by third parties or their

respective environments (e.g., Internet service providers, telecommunications networks, etc.),

- any unauthorized or fraudulent use of the Personal Customer Account and/or the Application resulting from a consensual or non-consensual disclosure of the Customer's data and/or username and password

The Customer is also informed that Lydia Solutions may interrupt, suspend or modify the Application for maintenance purposes, and will make its best efforts to give advance notice of such maintenance operations via a general information message on the Application or, as applicable, by any other method. This interruption, suspension or modification cannot in any way trigger the liability of Lydia Solutions and does not generate any right to compensation.

In addition, the Customer acknowledges that they have been informed of the characteristics and limits of the Internet network, including its technical performance. Therefore, Lydia Solutions cannot under any circumstances be held liable for the reliability of the data, access or response times, any restrictions on access to the Internet or the networks connected to it. Lydia Solutions cannot be held liable in the event of interruption of the networks providing access to the Application or the total or partial unavailability of the Application resulting from an interruption by a telecommunications operator or in the event of a transmission error or problems related to the security of transmissions, in the event of a failure of the Customer's reception equipment or telephone line.

## **Article 37: Force majeure**

Lydia Solutions shall have no liability in the case of an event of force majeure as defined in Article 1218 of the French Civil Code and according to the interpretation adopted by the case law of the French Supreme Court (Cour de cassation).

## **Article 38: Assignment**

This Payment Account Agreement and all rights and obligations relating thereto may not be assigned, in whole or in part, by the Customer, whether in return for payment or free of charge.

Lydia Solutions reserves the right to assign this Payment Account Agreement and all or part of the rights and obligations relating thereto to any third party institution provided that the latter has the necessary authorizations to provide the Customer with the payment services provided for herein.

## **Article 39: Language – Governing law – Jurisdiction**

The French language is used in all pre-contractual and contractual relations as well as for any communication between the Customer and Lydia Solutions.

This Payment Account Agreement as well as the pre-contractual relationship is subject exclusively to French law. In the event of a translation, only the French version of this Payment Account Agreement shall prevail between the Parties.

Jurisdiction is granted to the courts in France.

## **Article 40: Severability**

If any one of the provisions of this Payment Account Agreement is invalid or unenforceable under the law and regulations, it will be deemed unwritten. However, this shall not affect the validity or enforceability of the other provisions of this Payment Account Agreement and, in any case, it shall not impact the continuity of the contractual relationship unless this Article is likely to modify the subject of this Payment Account Agreement.

## **Article 41: Lydia Solutions capacity as host entity**

Lydia Solutions hosts public communication areas allowing, in particular, Customers and members to participate in chat rooms, instant messaging systems, and to disseminate Content. These public communication areas are places of free discussion over which Lydia Solutions has no control and where only Customers can publish. Therefore, Lydia Solutions cannot be considered as having the capacity of content publisher but rather exclusively as the host which consists in making available to the Customers technical means allowing the direct and permanent storage of information intended to be communicated to the public. To do this, Lydia Solutions complies with the definition provided in Article 6.I.2 of Law No. 2004-575 of 21 June 2004 on trust in the digital economy (“LCEN law”).

Paragraph 5 of I of Article 6 of the LCEN law states that:

“Knowledge of the disputed facts is presumed acquired by the persons designated in 2 (of Article 6 I 2 of the LCEN law, that is to say the hosts) when they are notified of the following elements: the date of notification; if the notifier is a natural person: their surname, given names, profession, domicile, nationality, date and place of birth; if the applicant is a legal person: its form, name, registered office and the body representing it legally; the name and domicile of the recipient or, in the case of a legal person, its name and registered office; a description of the disputed facts and their precise location; the reasons why the content must be removed, including the mention of the legal provisions and justifications of facts; a copy of the correspondence addressed to the author or publisher of the disputed information or activities requesting their interruption, withdrawal or modification, or the justification that the author or publisher could not be contacted”.

Immediately upon being informed of the allegedly unlawful or unscrupulous nature of any given Content under the conditions provided for in Article 6, I, para. 5, of the LCEN law as indicated above, Lydia Solutions shall promptly implement the necessary measures to ensure that the Content is no longer accessible. These measures may range from the removal of Content to a temporary or even definitive ban preventing the Customer from using the Service concerned in view of the seriousness and repetitive nature of the breaches observed. Lydia Solutions also

does not carry out any general oversight of Content beyond its contribution to the suppression of, in particular, apologist content relating to crimes against humanity, incitement to racial hatred, as well as child pornography, incitement to violence, in particular incitement to violence against women, and attacks on human dignity in accordance with the provisions of Article 6, I, para. 7, of the LCEN law.

In addition, Lydia Solutions is in no way responsible for the Content it hosts. Lydia Solutions, in its capacity as Content host, shall have no liability or responsibility for the activities or information stored at the Customer's request if it was not actually aware of their unlawful nature or of the facts and circumstances giving rise to this nature or if, once made aware of such Content, it then acted promptly to remove such information or block access thereto. In this regard, Lydia Solutions reserves the right to withdraw or suspend access to any Content following the receipt of a notification or if it is actually aware of the manifestly unlawful nature of the Content. Lydia Solutions shall have no liability whatsoever as a result of this withdrawal. Lydia Solutions has no liability of any kind whatsoever if the Content is shared by the Customer.

## **Article 42: Intellectual property, cookies and links**

### **1 – Intellectual property**

Lydia Solutions grants the Customer a personal and exclusive right that cannot be assigned or transferred but may be terminated covering the use of the Lydia Solutions mobile applications, APIs and website for the sole purpose of using the Lydia Solutions service. The Customer acknowledges that the sole use of these Lydia Solutions mobile applications, APIs and website does not allow it to claim intellectual property rights of any kind over them. Lydia Solutions retains exclusive ownership of the rights attached to the Lydia Solutions mobile applications, APIs and website, as well as all of their content, including the names, trademarks, domain names, logos or other distinctive signs held thereby. Reproduction of these elements is permitted for information only or for strictly private use.

### **2 – Cookies**

When using Application, information relating to the Customer's navigation may be stored in files known as Cookies installed on the Customer's terminal (e.g., tablet, smartphone), subject to the cookies choices recorded which may be modified by the Customer at any time.

Information regarding the processing of cookies can be found in the [Policy on the use of trackers and cookies](#).

### **3 – Links**

The Application and, where applicable, this Payment Account Agreement may contain links which take the Customer through to the Lydia Solutions site and/or the sites of Lydia Solutions partners or third party sites.

The Customer acknowledges and accepts that Lydia Solutions does not exercise any control over the sites of Lydia Solutions partners and shall not be held responsible for any unavailability of the latter or for the content, advertisements, products or services accessible from or via the sites of the Lydia Solutions partners or sites belonging to third parties.

In this respect, the Customer remains responsible for their browsing on the sites of Lydia Solutions partners and/or third parties and it is their responsibility to contact them directly if necessary.

## **Article 43: Content description**

The Customer undertakes to comply with the laws and regulations in force and not to infringe the rights of third parties, and, in particular:

(a) that the Content does not in any way infringe the rights that third parties, natural persons or legal entities, may hold in particular in terms of industrial property, copyright or related rights, the sui generis right applicable to databases, image rights or the right to privacy (b) not to publish Content that (i) is discriminatory, abusive, defamatory or racist, indecent, (ii) is violent or pornographic in nature, (iii) constitutes an apology for crimes against humanity, a denial of genocide, an incitement to violence, racial hatred or child pornography, (iv) is likely to harm users in any way, to induce them to endanger themselves in any way, or (v) is likely by its nature to offend respect for the human person, human dignity, gender equality or the protection of children and adolescents The Customer also undertakes not to publish Content encouraging the perpetration of crimes and/or offences or encouraging the use of prohibited substances, Content containing incitement to discrimination, hatred or violence.

The Customer is informed that storing or disseminating by any means whatsoever, on any medium, Content of a violent or pornographic nature or likely to cause serious harm to human dignity is punishable by a three year prison sentence and a fine of €75,000 when this Content is likely to be seen or observed by a minor.

The Customer is informed that, in all these cases, Lydia Solutions will provide, upon request from a judicial authority, all the information allowing or facilitating the identification of the Customer as well as the IP addresses and connection times if still in its possession. The Customer is also informed that Lydia Solutions reserves the right to disclose to the relevant authorities any Content that is manifestly illegal.

## **Article 44: Services for the circulation of the Content submitted by the Customer**

Some services offer the Customer the possibility to personalize the Application as well as public communication areas allowing them to upload an avatar, a profile photo and wallpaper, to participate in chatrooms, to add comments, articles, images and messages of any kind (hereinafter, collectively, the “Content”), made available in particular to other Customers.

## **1 – Ownership of the Content**

The Customer represents that they are the holder of the moral and property rights relating to the Content published thereby on the Application and holds the necessary authorizations for the publication of the said Content and its use by Lydia Solutions under the conditions defined in the following paragraphs of this Article.

The Customer shall not copy, reproduce or otherwise use Content relating to other Customers other than for the sole purposes of using the services for personal and private ends.

## **2 – Content publication rules**

The Customer shall ensure that the Content does not infringe public decency and does not constitute the reproduction of unlawful content (such as, for example, forgery, apology for crimes against humanity, incitement to racial hatred, child pornography, incitement to violence, offences against human dignity), in accordance with Article 44.3 below. The Customer undertakes not to post Content in violation of the legislation in force or likely to harm the interests or image of Lydia Solutions.

The services shall be made available to Customers in their sole capacity as private natural persons. Any advertising, of any kind whatsoever, relating to advice or the provision of services is strictly prohibited and any breach found will result in the removal of access to the service concerned.

The Customer is prohibited from harassing one or more other Customers and/or members in any way whatsoever (psychological pressure, insults, threats) and from collecting and storing personal data relating to them. The Customer defines the scope of their own private life and it is their responsibility to communicate to Lydia Solutions and other Customers and/or members only that information concerning them whose dissemination they consider cannot be detrimental thereto.

## **3 – Compliance with regulations in force**

The Customer undertakes to comply with the laws and regulations in force and not to infringe the rights of third parties, and, in particular, not to falsify data, Content or documents, or data used for identification or connection to services.

## **4 – Reporting abuse**

If the Customer finds or considers that Content is manifestly unlawful, they may report this to Lydia Solutions to one of the addresses mentioned in Article 28.1 of this Payment Account Agreement.

All reports of infringements must include the information described in Article 6, I, para. 5, of the LCEN law as reproduced in Article 41 of this Payment Account Agreement.

Any abusive report of Content wrongly claimed to be in breach of the law, with the sole aim of obtaining the removal of such Content, will expose the Customer to civil and/or criminal law penalties.

Lydia Solutions therefore reserves the right to remove without notice any Content potentially published in breach of the provisions of this Payment Account Agreement or that may violate the rights of a third party or Lydia Solutions.