

# Electronic Money Account Agreement for Individuals

## General provisions

This **Electronic Money Account Agreement** comes into force on **March 12, 2026**, and cancels and replaces from that date all previous versions having the same object which were binding on the Parties. The previous version can be consulted at the following address: <https://support.lydia.me//en/article/ddogn9ltuf-electronic-money-account-agreement-for-individuals-12-03-2026>

## Definitions

For the purposes and interpretation of this Electronic Money Account Agreement, words and expressions beginning with a capital letter shall, notwithstanding any definition thereof in any other document, have the meanings ascribed to them below, whether used in the singular or in the plural:

**"ACPR"** means "Autorité de Contrôle Prudentiel et de Résolution" located at 61 rue Taitbout, 75436 Paris Cedex 09 (France).

**"Pricing and Limits Annex"** means the annex attached to the Electronic Money Agreement (available in the Application or on the website linked to it) which provides, depending on the Offer subscribed to by the Customer, the limitations and rates applicable to the Services.

**"Application"** means, as applicable and when this service is available and compatible with the chosen Offer, (i) any application, published by Lydia Solutions, for individuals, available for download on 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 to operate it, 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 person or legal entity identified by the Customer by means of a telephone number, e-mail address and/or IBAN ("International Bank Account Number").

**"Customer"** means the natural person, of legal age and capacity, acting in the context of the Electronic Money Account Agreement, accepted by the Customer

**"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 them to access, depending on the Application chosen, the offers mentioned in the contractual conditions specific to an Offer, and all the data concerning them stored by Lydia Solutions, after identifying themselves with their personalized security data.

**"Electronic Money Account"** means the electronic money account opened in the books of Lydia Solutions in the name of the Customer and subject to the terms and conditions set forth in this Electronic Money Account Agreement.

**"Content"** has the meaning given to it in Article 42 herein.

**"Contributor"** means the Customer or any natural person who finances a Wallet in the form of contributions

**"Electronic Money 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 Authentication purposes (e.g. identifier, password, confidential code, TouchID, FaceID, Samsung biometry, etc.), this data is specific to the Customer and 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"** refers to all the countries listed by the European Central Bank on its [website](#).

**"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 Electronic Money Account Agreement.

**"Manual"** means the online user manual for the Services offered to the Customer, which is available on the Application or from its website.

**"Electronic Money"** means monetary value that is stored in an electronic form, including magnetic form, representing a claim on Lydia Solutions, as issuer of electronic money and that is issued without delay against the remittance of funds and for the purpose of payment transactions. The electronic money units are referred to as units of value, each constituting a claim embedded in a security. Each electronic money unit is issued without delay against the remittance of funds. They can only be issued for a nominal value equal to that of the funds collected in return. They are redeemed at the face value of the electronic money units.

**“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.

**“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 Electronic Money 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 Electronic Money Account on which the Customer's funds have been converted into Electronic Money units and are stored, as well as any sub-account(s) created by the Customer in accordance with the terms and limits set forth in this Electronic Money Account Agreement.

**“Payment Initiation Service Provider”** means an institution authorised to provide a payment initiation service, i.e. a payment service consisting of initiating a payment order at the Customer's request from or to the Electronic Money Account of the Customer.

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

**“Additional Services”** means services additional to the basic services attached to the Electronic Money Account and which the Customer may benefit from depending on the nature of the services provided by Lydia Solutions.

**“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 regulation relating to the fight against money laundering and the financing of terrorism).

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

**“SEPA Transfer”** refers to a means of transaction payment whereby Lydia Solutions, on the Customer's instruction and, where applicable, in accordance with the terms and conditions set out in this Electronic Money 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. The SEPA Transfer can be instant within the meaning of Regulation (EU) 2024/886 dated 13 March 2024.

"EU" refers to European Union.

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 and limitations, as well as fraudulent use of Services**

- **Pre-contractual information on the availability and limitations**

Prior to the acceptance of the Electronic Money Account Agreement, the Customer acknowledges and accepts having been informed that the Services described in the Electronic Money 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 on the fraudulent use of the Services**

In order to protect against and effectively combat any fraudulent use of the Services (in particular the fraudulent use of the electronic money account, a means of payment or more generally of the Application), the Customer acknowledges and accepts having been previously informed that he is bound by a general obligation of care and must take all necessary precautions, in particular refraining from disclosing any personalized security data or carrying

out payment operations at the request or on the advice of a third party who presents themselves as an advisor of Lydia Solutions.

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

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

The Customer unreservedly consents to this Electronic Money Account Agreement at the time of subscription via 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 their Personal Customer Account, Electronic Money 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 Electronic Money 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 Electronic Money Account Agreement.

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

The headings of the Articles of the Electronic Money 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 Electronic Money 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 their request or, where applicable, that of Lydia Solutions, or in the event of blocking by Lydia Solutions in application of the Electronic Money 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 Electronic Money Account Agreement constitutes a framework agreement applicable to the issuance and management of Electronic Money in accordance with the provisions of article L. 315-5 of the French Monetary and Financial Code, and governs the conditions under which Lydia Solutions issues, manages and makes available to the Customer an Electronic Money Account. It is recalled that this Electronic Money Account Agreement is concluded between Lydia Solutions and the Customer. The Electronic Money Account opened hereunder is intended to record the payment transactions of the Customer, a natural person of legal age, relating solely to their private life, excepted any payment transaction for professional purposes.

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

## **Electronic Money Account - Presentation and operation**

### **Article 3: Characteristics of the Electronic Money Account**

#### **1 - General characteristics**

The Electronic Money Account is an electronic money account opened in the books of Lydia Solutions, acting as an electronic money institution. The Customer acknowledges and agrees that the Electronic Money Account is governed by article R. 561-6-1 of the French Monetary and Financial Code.

The Electronic Money Account is an individual account, as Lydia Solutions does not allow the opening of joint accounts.

The Electronic Money Account enables the Customer to receive funds for their benefit and/or to make a transfer of funds to a Beneficiary.

The Customer acknowledges and agrees that the closure of their Personal customer account entails the closure of the Electronic Money Account and the termination of this Electronic Money 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 this data by any means whatsoever with third parties, including anyone impersonating a Lydia Solutions employee, as Lydia Solutions never requests such Personalized security data.

In any event, the Customer is fully responsible for maintaining this Personalized security data under perfect conditions of 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 the Personal customer account.

The Customer is also informed that fraudulently accessing or remaining in a computer system, fraudulently introducing or modifying data in a computer system, or hindering or disrupting the operation of a computer system constitutes criminally punishable offenses.

In any event, the Customer is prohibited from:

- Using or allowing the use of the Personal customer account in an unlawful, malicious, fraudulent or abusive manner (e.g., hacking of the Services and/or the personal customer account);
- Circumventing in any way whatsoever the means implemented by Lydia Solutions to guarantee the security of the Services and/or the Personal customer account;
- To damage, compromise, overload, disrupt, or otherwise compromise the security and/or operation of the Personal customer account and/or the Services, or more generally any operating and/or information system of Lydia Solutions; and
- To hinder, disrupt or impair the normal operation or to fraudulently use the Personal customer account and/or the Services, in any way and in any form whatsoever.

Any failure to comply with the obligations of this article may result in the Customer being suspended from the provision of all or part of the personal customer account and/or the Services, or where appropriate the closure of the Personal customer account in accordance with the terms set out in Article 31.3 herein, without prejudice to any legal proceedings.

The Customer shall notify Lydia Solutions without delay of any fraudulent use of their Personal customer account by a third party, which he considers abusive and/or contrary to these terms, by using one of the addresses mentioned in Article 25.1 of this Electronic Money Account Agreement.

## **2 - Relations with Lydia Solutions**

The nature and terms of provision of services related to the Electronic Money Account may vary depending on the contractual relationship between the Customer and Lydia Solutions. The Electronic Money Account Agreement thus defines (i) basic services attached to the Electronic Money Account and provided to all Customers, and (ii) Additional Services that 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 when the Customer :

- Access their Electronic Money Account remotely;
- 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 - Electronic Money Account balance**

The Electronic Money is issued by Lydia Solutions in exchange for the remittance of funds in euros (€) by the Customer. It can only be issued for a nominal value equal to that of the funds collected in return.

Therefore, the balance of the Electronic Money Account must always be in credit and the Customer must ensure that the balance of his Electronic Money Account is sufficient before executing any operation.

In the event that the balance on the Electronic Money Account is insufficient to execute an Internal Transfer, such transaction will be, in whole or in part, rejected by Lydia Solutions. Charges, as detailed in the Pricing and Limits Annex, may apply. If the situation is not remedied within a reasonable period of time, the Customer agrees that Lydia Solutions can debit the payment instrument registered in the Mobile Application by the amount necessary to ensure that the balance is no longer in debit.

## **5 - Protection of funds**

The Customer is informed that the funds credited to his Electronic Money 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.*

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

### **1 - Online access to the Electronic Money Account**

The Electronic Money Account and associated services are accessible online via the Application and are subject to Strong Authentication. The Customer acknowledges and agrees 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 is used in particular to constitute proof of the Customer's consent. If the Customer has forgotten their password, changed their telephone number (linked to their Electronic Money Account) and/or blocked their Electronic Money Account due to too many unsuccessful attempts to enter their password (three incorrect entries), they must follow one of the recovery paths that will be offered to them in order to regain access to their Electronic Money Account.

### **2 - Verification of identity**

The Customer acknowledges and agrees that verification of the Customer's identity is necessary under the conditions set out in article R. 561-14-1-1 of the French Monetary and Financial Code.

If the Customer fails to verify their identity promptly, any transaction credited to the Electronic Money Account that exceeds the maximum amount that can be credited to an Electronic Money Account, whose identity has not been verified, will be placed on hold for seven (7) days. At the end of this period, if the Customer has not obtained Verified User status, all pending transactions will be canceled and the funds returned to the originating bank or payment account. The Customer will no longer be able to make new transfers of funds to the Beneficiary or receive new transfers of funds from other users of the Application. The Customer may request Verified User status at any time through the Application.

The Electronic Money Account will then be closed as soon as possible and the Customer acknowledges and agrees that the reimbursement of the Electronic Money will be made by Lydia Solutions by SEPA Transfer to a bank, payment or electronic money account, opened with a payment service provider established in a member state of the EU or in a state party to the EEA and of which the Customer is the holder or one of the holders.

The reimbursement will be made at the nominal value of the Electronic Money units.

### **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: Transactions on the Electronic Money Account**

### **1 - Credit transactions**

The Electronic Money Account can be loaded in the following ways:

- Transaction for topping up the Electronic Money Account with Transfers;
- Transactions for topping up the Electronic Money Account with bank or payment cards not issued by Lydia Solutions in accordance with the terms and conditions set out in Article 6 of this Electronic Money Account Agreement;
- Top-up of an Electronic Money Account by incoming bank transfer;
- Cancellation of debit transactions

In order to receive funds on his Electronic Money Account, the Customer shall ensure that he has a valid Electronic Money Account (not blocked or closed).

Furthermore, the Customer acknowledges and agrees that:

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

### **2 - Debit operation**

Subject to a sufficient balance, the Customer may benefit from the following payment transactions debited from the Electronic Money Account:

- Transfers (subject to the validation of these operations by the Customer after the verification of the Beneficiary's identity)
- Partial or total reimbursement of Electronic Money as described in articles 3.3 and 7 of this Electronic Money Account Agreement.
- Cancellation of credit transactions

The Customer undertakes to honour any payment order made with his Electronic Money Account.

In order to send funds from their Electronic Money Account, Customers shall ensure that they have a valid Electronic Money Account (not blocked or 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, in the absence of acceptance of the contractual conditions by the Beneficiary within seven (7) days, the funds transfer order is automatically cancelled on the eighth (8) day. The amount of the order will then be automatically credited to the Customer's Electronic Money Account.

### **3 – Check**

- **Customer verification for Transfer transactions to the Electronic Money 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 Electronic Money 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 Electronic Money Account**

In the case of Transfer transactions (standard or instant) debited from the Electronic Money 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 or a payment initiation service provider 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.

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 the Electronic Money Account Agreement, shall be offset by debiting and crediting the Electronic Money Account within the limit of the available balance. In the absence of sufficient funds in the Electronic Money Account, Lydia Solutions reserves the right to debit any payment instrument registered in the Application. In the event that an amount remains due by the Customer after compensation, this debt remains payable.

#### **5 - Reversal**

Unless otherwise stipulated, any debit or credit to the Electronic Money Account, which is automatic, is not final and cannot be deemed as acceptance by Lydia Solutions, which the Customer acknowledges and agrees upon.

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

## **Article 6: Electronic Money Account Top-up**

Before any transfer of funds to a Beneficiary, the Customer shall first top up the Electronic Money Account with Electronic Money.

The Electronic Money Account can be loaded with Electronic Money via a means accepted by Lydia Solutions.

## **Article 7: Reimbursement of Electronic Money**

The Customer may obtain partial or total reimbursement of unused Electronic Money at any time and free of charge. The refund is made at the face value of the units of value of the Electronic Money.

- Requests for refunds should be made to Lydia Solutions directly in the Application, or
- by using one of the addresses mentioned in Article 25.1 of this Electronic Money Account Agreement

## **Article 8: Account statements**

Statements of account for the Customer's Electronic Money Account are made available to the Customer monthly and free of charge on a Durable medium via the Mobile 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, along with their account statement, Customers will also receive an annual statement of charges downloadable on a Durable Medium via the Application or by request to customer service. This statement of charges will list all the charges levied for managing the Electronic Money Account in respect of the previous calendar year including without limitation: annual account management fee, card fee, subscription to a service package, transfers, withdrawals, stop payments, etc.

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

## **Electronic money transactions**

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

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

For the execution of a top-up or reimbursement transaction or Internal Transfer, the Customer shall give his consent, which is materialised by compliance with the Authentication procedures

communicated by Lydia Solutions in the event of initiation of a payment transaction from the Application.

In the absence of consent, the top-up operation or series of operations is deemed to be unauthorised.

The Customer may not revoke a top-up or refund or Internal Transfer order once it has been received by Lydia Solutions. The order then becomes irrevocable.

## **2 - Consent to the use of data required to carry out Electronic Money transactions**

In accordance with article L. 521-5 of the French Monetary and Financial Code, the Customer consents, by agreeing on 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 Electronic Money transactions. 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 Electronic Money Account. If Customer withdraws its their consent in this way, Lydia Solutions will cease to use such data for the purpose of providing services related to Electronic Money. 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**

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**

The services provided hereunder shall be invoiced by Lydia Solutions in accordance with the Pricing and Limits Annex. All fees payable by the Customer shall be automatically deducted from the Customer's Electronic Money Account.

The Customer authorises Lydia Solutions to set off at any time, including after the closure of the Electronic Money Account, any certain, liquid and due debt that may remain outstanding on any grounds whatsoever. Lydia Solutions may set off the provision of the Electronic Money 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 charges levied by Lydia Solutions during the previous calendar year in respect of the provision of the Electronic Money services provided for herein will be sent to the Customer on a durable medium.

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

### **1 - Turnaround time**

The Wallet used by the Customer is debited as soon as Lydia Solutions accepts the funds transfer order.

### **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.

### **3 - Value date**

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

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

As soon as the Customer becomes aware of a payment transaction that they were 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 25.1 of this Electronic Money Account Agreement.

No dispute may be lodged after a period of thirteen (13) months from the date on which the payment transaction was debited to the Customer's Electronic Money 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 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) the event of force majeure or (iii) when Lydia Solutions is bound by other EU or French legal or regulatory obligations which do not allow it to perform the obligations incumbent upon it under this Electronic Money Account Agreement.

### **1 - Liability for incorrectly executed payment transactions**

Lydia Solutions is liable for the improper execution of payment transactions made from/to the Customer's Electronic Money Account. However, this liability shall not apply if Lydia Solutions is able to justify :

- For Internal Transfers issued: that the funds have been sent to the Beneficiary's payment service provider within the stipulated time;
- For Lydia Transfers received: that the funds have been credited to the Customer's Electronic Money Account.

Lydia Solutions shall not be liable for duly executed payment transactions in the event of an error by the Customer in the Beneficiary's contact details (email, phone number or address) or identity.

Lydia Solutions shall also not be liable 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 desired by the Customer, within the limits permitted by the regulations in force and those provided in Article 5.3 herein.

In the event of an incorrectly executed transaction due to the Customer providing incorrect bank details or information:

- Lydia Solutions will do its best efforts to recover the funds concerned;
- If Lydia Solutions is unable to recover the funds incurred, Lydia Solutions will make available to the Customer, at the Customer's request and subject to compliance with the regulations applicable to Lydia Solutions in particular concerning banking secrecy, any information at Customer's disposal that may document legal action taken by the Customer to recover the funds;
- Collection fees may be charged to the Customer by Lydia Solutions.

If Lydia Solutions is responsible for the non-execution or defective execution of a payment transaction, Lydia Solutions will reimburse the Customer for the costs and debit interest incurred as a result of the non-execution or defective 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:

- Modify the balance of the Customer's Electronic Money Account by the amount of the incorrectly executed transaction and, where applicable, restore the Customer's Electronic Money 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 Electronic Money Account is modified is no later than the date of the initial transaction;
- Will transmit the payment order to the payer's payment service provider.

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

Whether Lydia Solutions is responsible or not, Lydia Solutions will use its best efforts to trace any unperformed or improperly performed transactions and will notify the Customer of the results of its search.

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 for unauthorised payment transactions**

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, the Payment Initiation Service Provider is responsible for proving 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 period of thirteen (13) months referred to above under penalty of foreclosure, Lydia Solutions will (i) reimburse the Customer for the amount of the unauthorised transaction immediately upon becoming aware of or being informed of the transaction and, in any event no later than the end of the next Business Day, and (ii) restore the Electronic Money 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 this 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 Electronic Money 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 held liable if the unauthorised payment transaction was carried out without using the Personalised Security Data or by misappropriating the payment instrument or related data without the Customer's knowledge.

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 the 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 are not refunded if the Customer :

- Has acted fraudulently ;
- Intentionally or through gross negligence failed to meet its obligations to preserve their 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.

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

### **1 - Safety measures**

Payment instruments issued by Lydia Solutions shall 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 confidential codes and to any procedure for securing payment orders agreed between the Customer and Lydia Solutions. The Customer shall use the payment instruments issued to them 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 Electronic Money Account, Customers may contact customer service at the following e-mail address: [hello@lydia.me](mailto:hello@lydia.me).

In the event of loss, theft, misappropriation or unauthorised use of his instrument or the data linked to it, the Customer shall inform Lydia Solutions without delay, for the purpose of blocking the instrument or means of payment. This notification shall be made to Lydia Solutions in one of the addresses mentioned in Article 25.1 of this Electronic Money 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.

### **2 - Operating incidents**

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

No fees or interest will be charged where the malfunction is the result of 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 Transfers**

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

The Customer may only issue SEPA Transfers denominated in euro within the SEPA Area. Other transfers such as (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 Transfers**

The time of receipt by Lydia Solutions of a SEPA 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 working 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 10h a.m., otherwise the next Business Day. 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.

### **3 - Reversal of Transfers**

Notwithstanding the foregoing, the Customer hereby authorises Lydia Solutions to reverse any Transfer wrongly or erroneously credited to his Electronic Money 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.

## **Additional Services**

### **Article 18: Wallet**

The Customer may create one or more additional Wallet(s) with optional URLs (Uniform Resource Locator, i.e.: address of a website or hypertext page on the Internet) in order to solicit other Contributors.

The creation of a Wallet is free of charge. However, fees and limits may apply to payment transactions in accordance with the Pricing and Limits Annex. A contribution cannot be cancelled.

The Customer shall designate the purpose of the Wallet, which must be lawful, moral, ethical and private.

Wallets that appeal to the public's generosity and, in particular, make it possible to finance a cause or a social, associative or entrepreneurial project through donations are strictly forbidden. Any person noticing that the purpose of a Wallet is contrary to the regulations in force is invited to contact Lydia Solutions customer support without delay.

In particular, 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 there is a suspicion of money laundering or terrorist financing. Lydia Solutions reserves the right to take legal action against the Customer and/or Contributors to defend its rights and interests.

The Customer remains solely liable for the content and purpose of the collection and may not pass on responsibility for it to any third party. The Customer pledges to the Participants to use all funds collected on the Wallet strictly in accordance with the purpose defined by the Customer. In the event of a breach of this personal obligation by the Customer, the Contributors will take direct action against the Customer and will in no way be able to hold Lydia Solutions liable insofar as they are third parties to any existing relationship between the Contributors and the Customer.

In order to participate, Contributors shall: (i) have been invited to participate and have the URL link, (ii) use their available balance on one of their Wallet (if they are a Customer) or use a payment instrument accepted by Lydia Solutions.

An online page can be generated and updated for each Wallet by the Customer (hereinafter "Online page"). Once shared, the Online page allows anyone with its URL address to contribute, thus becoming a Contributor.

The Wallet's Main Customer and entitled Contributors can decide what information is presented on the Online page.

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

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

## **Regulations applicable to Lydia Solutions**

### **Article 19: 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 be disclosed to a third party without the Customer's consent, with the exception of :

- 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 Electronic Money 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 20: 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 Electronic Money Account Agreement, and/or in the absence of self-certification, they acknowledge and accept that the credit balance of their Electronic Money 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 Electronic Money Account is not below the Threshold.

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

The Customer declares that all information provided to Lydia Solutions is and will remain accurate throughout the duration of this Electronic Money Account Agreement. The Customer also undertakes to respond to any request to update such information made directly by Lydia Solutions. 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 Account and Electronic Money Account are strictly personal. It is strictly forbidden to lend or dispose of them. Any assignment, leasing, lending or transfer of an account to a third party is strictly prohibited and will result in the termination of this Electronic Money Account Agreement as well as the withdrawal of the Customer's access to all services offered by Lydia Solutions, without prior notice.

## **Article 21: 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 a transaction or terminate this Electronic Money Account Agreement in particular in the event that (i) the Customer or its 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 its 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 member state of the EU or any other sanction recognised by Lydia Solutions or, (iii) a Personal Account or an Electronic Money 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 22: Politically exposed persons**

As part of its obligations to combat money laundering and terrorist financing, Lydia Solutions is 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 heightened risk, Lydia Solutions is 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 perform all necessary diligence to enable Lydia Solutions to carry out an enhanced review of the transactions carried out on his Electronic Money Account, to inform them of any exceptional transaction compared to the transactions usually recorded on his Electronic Money Account and to provide them with any document or information required to enable Lydia Solutions to justify compliance with this specific regulation to the competent authorities.

## **Article 23: 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 their 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 24: 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 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 25: Complaints**

### **1 - Contacts**

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

- By email sent to the following address: [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 Electronic Money 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 Ombudsman officer free of charge.

## **Article 26: Ombudsman**

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 with regard to

Lydia Solutions with respect to the communication of information necessary for the Ombudsman process.

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

- 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) working days for a complaint relating to an Electronic Money service.

You can contact the AFEPAME Ombudsman:

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

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

## Article 27: 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 balance available on the Customer's Electronic Money Account.

An Electronic Money 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 Electronic Money 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 over the assets registered on the Customer's Electronic Money Account.

When an Electronic Money 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 thereof. 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 Electronic Money Account. Assets held in inactive Electronic Money Accounts must be deposited with the Caisse des dépôts et consignations :

- 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.

If no request for restitution is made to the Caisse des Dépôts et Consignations, 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 28: 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 is obliged to declare and block the balance available on the Electronic Money 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. In the event that 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 charges. It has the effect of blocking the balance available on the Customer's Electronic Money Account under the same conditions as those described above.

On 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 leave at the Customer's disposal, under the conditions and according to the procedures defined by law, and within the limit of the credit balance of the Electronic Money 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 required by law to comply, give rise to the collection of a flat-rate fee debited to the Electronic Money Account. The amount of these fees is detailed in the Pricing and Limits Annex and may not exceed the available balance on the Electronic Money Account. Lydia Solutions automatically deducts these fees when sending the funds to the seizing creditor.

## **Other provisions**

### **Article 29: Withdrawal right**

In accordance with articles L. 222-7 et seq. of the French Consumer Code, the Customer has the right to withdraw from this Electronic Money Account Agreement without giving any reason by returning the withdrawal form attached hereto, duly completed and signed by using one of the addresses mentioned in Article 25.1 of this Electronic Money 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 Electronic Money Account Agreement comes into force, the date on which the withdrawal email is sent being taken as proof.

If the Customer decides to exercise its right of withdrawal before the services hereunder have been provided to the Customer, this Electronic Money 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 Electronic Money 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 Electronic Money 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 30: Modification**

Lydia Solutions reserves the right to amend this Electronic Money Account Agreement, including the pricing terms, at any time.

Any amendment to this Electronic Money 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 to the proposed changes, they may terminate this Electronic Money Account Agreement free of charge before the date on which the changes come into force, in accordance with the conditions set out in article 31 of this Electronic Money Account Agreement.

If the Customer does not contest the modifications before the date on which they come into force, this shall be deemed to 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 Electronic Money Account Agreement, will be applicable as soon as it comes into force.

## **Article 31: Duration - Termination**

### **1 - Duration**

This Electronic Money Account Agreement is entered into for an indefinite period.

### **2 - Termination at the Customer's initiative**

The Customer may at any time and without reason :

- Terminate this Electronic Money Account Agreement and, unless otherwise agreed, the termination of all Additional 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 Account and the Electronic Money Account, without terminating this Electronic Money Account Agreement and closing the Electronic Money Account .
- However, any request for closure of the Electronic Account and/or the Personal customer account will automatically result in the termination of this Electronic Money Account Agreement in its entirety.

All requests for cancellation must be made directly in the Application or by using one of the addresses mentioned in Article 25.1 of this Electronic Money 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 Electronic Money Account, any credit balance will be returned

to the Customer at the end of 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 communicated (including the transmission of a valid RIB in the termination request).

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

The Customer shall remain liable to Lydia Solutions in the event of a debit balance and shall reimburse Lydia Solutions for any amount paid by Lydia Solutions on behalf of the Customer even after the termination of this Electronic Money 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:

- To terminate this Electronic Money Account Agreement, which entail the automatic closure of the Electronic Money Account and/or the termination of all additional Services to the Electronic Money Account that may have been subscribed to by the Customer.
- Terminate one or more of the services provided by Lydia Solutions other than the Electronic Money Account without terminating this Electronic Money Account Agreement and closing the Electronic Money Account (e.g. terminating the Card Services only). However, any request to close the Electronic Money Account will automatically result in the termination of this Electronic Money Account Agreement in its entirety.

The Customer will be informed of the termination of this Electronic Money 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 agent against a Lydia Solutions employee or in the event of any of the Customer's actions listed in the List of prohibited activities when using Lydia Solutions services), or in the event of any legal proceedings of any kind against the Customer, or in the event of any abnormal operation of the Electronic Money 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 Electronic Money Account Agreement. If paid in advance, such fees will be refunded by Lydia Solutions on a pro rata basis.

The closure of an Electronic Money Account is irrevocable and prevents the Customer from opening another Electronic Money Account for a fixed period or permanently in the event of a breach of this Electronic Money 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 Electronic Money Account and then closes it, subject to pending transactions initiated before the death (provided that the funds are sufficient).

The Electronic Money 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 Electronic Money Account can be credited with transactions prior to death.

Where applicable, the rules applicable to inactive accounts as set out in article 27 of this Electronic Money Account Agreement shall apply.

### **Article 32: 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 transactions 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.

Furthermore, 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 accepts that Lydia Solutions may validly correspond with him via the aforementioned means of communication.

## Misc

### Article 33: 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 Mobile 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 34: 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 35: Assignment**

This Electronic Money 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 Electronic Money 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 36: 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 Electronic Money 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 Electronic Money Account Agreement shall prevail between the Parties.

Jurisdiction is granted to the courts in France.

## **Article 37: Severability**

If any one of the provisions of this Electronic Money 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 Electronic Money 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 Electronic Money Account Agreement.

## **Article 38: 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 6.1.2 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 39: 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 Electronic Money 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 40: 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 41: Services for the circulation of the Content submitted by the Customer**

Some services offer the Customer the possibility to personalize the Mobile 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 Mobile Application or hold the necessary authorizations for

the publication of the said Content and its use by Lydia Solutions without 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 25.1 of this Electronic Money 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 38 of this Electronic Money 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 Electronic Money Account Agreement or that may violate the rights of a third party or Lydia Solutions.