

Terms and conditions of sale applicable to Lydia Offer

General provisions

These terms and conditions of sale ("T&Cs") come into effect as of June 19, 2026 and from that date cancel and replace all previous versions with the same purpose that were binding on the Parties. The previous version can be consulted at the following address: <https://sumeria.eu/documents/tcs/en/12032026/1-lydia/1-2-lydia-terms-and-conditions-of-sale-applicable-to-lydia-offer-en-12032026.pdf>

Article 1: Definitions

"Lydia Offer" means the Lydia offers (including services described herein) the Customer can subscribe to via the Mobile Application.

"Online Money pot" means the service with which the Customer (the Money pot owner) can temporarily ask one or several Contributors to finance their Wallets.

"Account agreement" either means the [Payment Account Agreement](#) or the [Electronic Money Account Agreement](#) signed by the Customer.

Unless otherwise specified, the capitalized terms not defined in these T&Cs refer to terms defined in the Account agreement.

The [French version](#) of this document prevails over the English version.

Article 2: T&Cs application

The T&Cs regulate the conditions of subscription to Lydia Offer available at the time of subscription in the Mobile Application.

The T&Cs are accepted at the time of subscription to Lydia Offer via the Mobile Application by the Customer, a natural person of legal age and capacity that is not acting for professional purposes. The Payment Account or Electronic Money Account linked to a Lydia Offer is meant to record the Customer's transactions related to their personal life only, excluding all professional transactions. These T&Cs of Lydia Offer are part of the Account agreement. As such, all the provisions of the Terms and Conditions of the Account agreement, and of the Pricing and Limits Annex, apply within the framework of these T&Cs.

Article 3: Offers features

1 - General features

Lydia Offer includes an individual payment account or an electronic money account and related services. This account allows its owner to access products and services provided by Lydia Solutions and to manage it independently with the subscription to remote management services (internet, mobile phone, text message, etc.).

In accordance with current regulations, the Customer is informed that verifying their identity and obtaining the Verified User status are prerequisites for optimal functioning of the services offered by Lydia Solutions as part of Lydia Offer.

If the Customer fails to obtain the Verified User status, they acknowledge and accept that (i) the limitations defined under Article R. 561-14-1-1 of the French Monetary and Financial Code are applicable and Lydia Solutions could at any moment decide to apply additional or more restrictive limitations, and (ii) the Electronic Money Account will be blocked, and the Customer will not be able to transfer money to any beneficiary nor to receive money.

Once the Verified User status is obtained, the Customer recognizes and accepts that Electronic Money Account could become a Payment Account due to the novation resulting from the identity verification process. As such, the Payment Account would automatically be credited with the face value of the electronic money units previously on the Electronic Money Account.

2 – Declaration of the Customer

The Customer represents that they are an adult natural person acting for non-professional needs, on their own behalf and in their own interest, and acknowledges and accepts that the services provided herein cannot under any circumstances be provided to them in the context of the performance of any business involving commercial, industrial, craft, professional or agricultural activities. The Customer also certifies that they do not already hold a Personal Account.

The Customer has and must retain full legal capacity throughout the term hereof. The Customer also represents that they are not the subject of any ban imposed by law or court order during the term of these Terms and Conditions.

The Customer represents that all information provided by the latter to Lydia Solutions is and shall remain accurate for the duration of these Terms and Conditions. The Customer also undertakes to respond to any request to update this information issued directly by Lydia Solutions or any Partners. Lydia Solutions shall not be held responsible for the consequences in the absence of an update.

It is the Customer's responsibility to inform Lydia Solutions in writing of any change relating to their status as a user of Lydia Solutions services, in particular in the event of a change in their contact details (telephone number, address, e-mail), professional activity, civil status, capacity, marital status, nationality, personal address (home, tax and mailing address), identification

elements concerning their possible authorized representative and status (in particular in the event of acquisition of the status of citizen of the United States of America or of a "Green Card").

Lydia Solutions further reminds the Customer that their Personal Account and Electronic Money Account or Payment Account are strictly personal. Any loan or disposal thereof is strictly prohibited. Any assignment, rental, loan or transfer of an account to a third party is strictly prohibited and will result in the termination of these Terms and Conditions as well as the withdrawal of the Customer's access to all services offered by Lydia Solutions, without notice.

3 - Lydia offer

Lydia Offer can be cancelled at any time. Lydia Solutions requires no minimum period of subscription.

The Lydia Wallet:

Lydia Offer includes the creation of a Social Wallet. The Social Wallet is a Wallet created when the Customer accepts these T&Cs on the Mobile Application (hereinafter the "**Lydia Wallet**"). The Lydia Wallet can be used to:

- send money to a beneficiary and receive money (via email, phone number, QR code Lydia, etc.),
- initiate and receive a wire transfer to or from an external IBAN,
- initiate a wire transfer to a bank account with a Payment initiation service provider,
- top up one's Lydia Wallet with one or several external credit cards or via Apple pay,
- create an Online Money pot or contribute to one.

The Online Money pot:

The Customer can create and share one (or several) online Money pot(s) with Lydia Offer.

Contribution to an Online Money pot is done on a public web page (available to anyone with access to the Online Money pot URL). The web page is available upon creation of the Online Money pot and cannot be deactivated without closing the Online Money pot.

The Customer can make the balance and the history of contribution to the Online Money pot public. Except the Customer, no one can modify or close the Online Money pot, nor use its balance. To use its balance, the Customer must transfer it to their Social Wallet.

The Online Money pot balance must be of zero euros to close it.

The Customer must identify the purpose of the Online Money pot. It must be lawful, ethical, morally compliant, and dedicated to a private usage.

Online Money pots appealing to public generosity, in particular ones used to finance a cause or a social, associative or entrepreneurial project via donations are strictly forbidden. We ask

anyone noticing an Online Money pot with a purpose inconsistent with current regulations or T&Cs to promptly reach out to Lydia Solutions customer service.

Lydia Solutions reserves the right to delete or block access to any Online Money pot with a purpose deemed unlawful, unethical or not morally compliant, as well as to any Money pot suspected to be used for money laundering, to finance terrorism or if its purpose cannot easily be verified by Lydia Solutions. Lydia Solutions reserves the right to take legal action against the Customer and/or the Contributors to defend its rights and interests.

The Customer remains solely liable for the content and purpose of the Online Money pot and cannot hand over this responsibility to anyone else. The Customer makes a commitment to the Contributors to use all the collected funds in strict compliance with the identified purpose. If the Customer fails to comply with this personal obligation, the Contributors must take direct action and cannot hold Lydia Solutions and the Partners responsible as they are external to any existing relationship between the Contributors and the Customer.

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

Amazon gift cards:

The Customer who has subscribed to a Lydia Offer may purchase Amazon gift cards via the Mobile Application. A gift card is a dematerialised card credited with a defined amount that allows purchases to be made from the card issuer. These gift cards can be used to pay on the partner's website, using a code provided at the time of order.

Before choosing a gift card, the Customer acknowledges and accepts the conditions of validity and use of the gift card specific to the card issuer. A gift card is a digital content not provided on a material and personalised support and is therefore neither exchangeable nor refundable nor eligible for the right of withdrawal. The choice of a gift card is final and cannot give rise to an exchange or refund by Lydia Solutions or the partner store in any form whatsoever.

The Customer receives the gift card by e-mail within the specified period mentioned at the moment of the choice (where applicable).

The deals are independent of Lydia Solutions, the company issuing a gift card is solely responsible for ensuring the validity of the voucher under the conditions indicated on it and previously accepted by the Customer. For any question or claim regarding the use of a gift card, the Customer should contact the company directly using the contact details indicated on the gift card.

Lydia Solutions does not pass on the Customer's personal data to the company or to a third party. Only the information concerning the use of the gift card and the profile of its beneficiary may be used and shared with a third party in order to propose to the Customer the most relevant offers of goods and services.

Other services:

Lydia Offer provides numerous additional services such as setting up recurring transactions, etc.

Article 4: Online access to the services offered

Lydia Offer and the associated services are available from the Mobile Application.

Article 5: Fees

The commissions, fees, pricing and standard pricing principles applicable to these T&Cs are specified in the Pricing and Limits Annex.

All fees incurred by the Customer in subscribing to an offer are automatically debited from the Customer's Payment Account or Electronic Money Account. If the balance on this account is insufficient for these fees to be debited, the Customer has a period of one (1) month to top up their Payment Account or their Electronic Money Account. Beyond this period, the Customer expressly accepts that Lydia Solutions can debit the amount due on the bank or payment card connected to the Mobile Application. Lydia Solutions can also cancel the Customer's subscription to Lydia Offer.

Modification - Term - Termination

Article 6: Modification

Lydia Solutions reserves the right to modify these T&Cs at any time, Pricing and Limits Annex included.

Any modification of these T&Cs will be provided to the Customer via email on Durable Medium and on Lydia Solutions website at least two (2) months before the proposed modifications take effect.

If the Customer refuses the proposed modification, they can cancel for free before the modifications take effect directly from the Mobile Application or by sending a message to one of the addresses mentioned in article 9.1 herein.

No objection from the Customer before the proposed modifications take effect constitutes acceptance of these 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 could have the effect of modifying all or part of these T&Cs, will be immediately applicable upon coming into force.

Article 7: Term - Termination

1 - Term

These T&Cs have been agreed for an indefinite period.

2 - Termination at the initiative of the Customer

The Customer may at any time and without reason terminate their subscription to Lydia Offer for free directly from the Mobile Application or by sending a message to one of the addresses mentioned in article 9.1 herein.

All termination requests take effect immediately upon receipt by Lydia Solutions.

From the moment the termination takes effect, the Customer can no longer benefit from the products and services provided by Lydia Offer. If applicable, the Customer can still access the other services to which they subscribed with Lydia Solutions, without the benefits of Lydia Offer.

3 - Termination at the initiative of Lydia Solutions

Lydia Solutions may at any time and without reason, subject to compliance with a two (2) months' notice:

- terminate these T&Cs as well as close the Payment Account and the Electronic Money Account,
- terminate one or several services provided by Lydia Solutions with the exception of the Payment Account and the Electronic Money Account without thereby cancelling the closing of the Payment Account or of the Electronic Money Account or the termination of these T&Cs (e.g., termination of Card services only).

The Customer is to be informed of the termination of these T&Cs or of the termination of some of the services provided by notification sent via email on Durable Medium. The eventual credit balance is to be refunded to the Customer at the end of the two (2) months notice period via wire transfer on an account opened under the Customer's name which information had previously been provided to Lydia Solutions by the Customer with the valid bank details.

Lydia Solutions is not required to observe any notice period in case of grossly reprehensible behaviour from the Customer (including insults or threats made by the Customer or their authorized representative towards a Lydia Solutions employee), or of any legal action taken against the latter, or in case of abnormal functioning of the account.

Right of withdrawal

Article 8: Withdrawal

In accordance with articles L. 222-7 and following of the French Consumer Code, the Customer has a right of withdrawal from these T&Cs without cause by sending back the withdrawal form

attached to these T&Cs duly completed and signed by sending a message to one of the addresses mentioned in article 9.1 herein.

The Customer can also exercise their right of withdrawal online on the Application by following the instructions available in the Manual. If the Customer uses this online feature, Lydia Solutions will send them, without undue delay, an acknowledgment of receipt of the withdrawal on a durable medium (for example, by email), including its content as well as the date and time of its submission.

The Customer expressly and unreservedly requires to be immediately provided with the services mentioned in these T&Cs and thus before the end of the withdrawal period, but without renouncing this right they are still due.

The right of withdrawal must be exercised within a period of fourteen (14) calendar days as of the effective date of these T&Cs, attested by the date of dispatch of the withdrawal email.

Should the Customer decide to withdraw before they have been provided the mentioned services, these T&Cs are terminated with no fees and/or costs due. Should the Customer decide to withdraw after they have been provided some services by Lydia Solutions, these T&Cs are terminated and: (i) Lydia Solutions will expeditiously refund the Customer and at the latest within thirty (30) days for all sums received in application of this contract, with the exception of sums related to the service effectively provided prior to withdrawal, and (ii) the Customer will be asked to expeditiously refund Lydia Solutions and at the latest within thirty (30) days any amount received by the Customer from Lydia Solutions.

Complaint - Mediation

Article 9: Complaint

1 - Contacts

Regarding any eventual issue or complaint related to the account functioning or the use of provided services, the Customer can reach the department in charge of processing complaints:

- by email to the following address: hello@lydia.me ;
- by mail to the following address: Lydia Solutions. Complaints Department. TSA 60309, 75036 Paris cedex, France.

As part of the processing of complaints, the Customer accepts to receive registered letters with electronic acknowledgement of receipt, as defined under article L.100 of the French Post and Electronic Communications Code. This mailing would be preceded by an email from the service provider responsible for sending the letter, allowing the Customer to refuse this means of communication under fifteen (15) days.

2 - Handling complaints

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

In the event of a complaint relating to payment services, Lydia Solutions undertakes to provide a response to the Customer within a maximum of fifteen (15) Business Days following receipt of the complaint. In exceptional situations, if a response cannot be given within fifteen (15) Business Days for reasons beyond Lydia Solutions' control, Lydia Solutions undertakes to send the Customer a holding response clearly stating the additional time required to respond to the claim and specifying the final date on which the Customer will receive a definitive response. In any event, a definitive reply will be sent 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 free of charge.

Article 10: Mediation

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

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

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

The AFEPAME Ombudsman can be referred to:

- By email: contact@mediateur-consommation-afepame.fr
- By post: AFEPAME Consumer Ombudsman: c/o WEBHELP – Zac de Gray – Impasse Clément Ader 70100 Gray, France.

The website of the Mediator with AFEPAME can be accessed via the following link: <https://mediateur-consommation-afepame.fr/>.

WITHDRAWAL FORM

Lydia offer

To be returned only if you wish to terminate Lydia Offer, at the latest within 14 calendar days of your acceptance:

This withdrawal is only applicable if it is sent before the expiry of the deadlines mentioned in article 8 "Withdrawal" above, legibly and fully completed.

I, the undersigned born on living in (town and postal code) hereby declare that I renounce my subscription to the Offer and all associated services.

Date :

Customer Signature: