

# Terms and conditions applicable to the Sumeria offers

## General provisions

These Terms and Conditions applicable to the Sumeria offers come into force on June 19, 2026, and cancel and replace 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://sumeria.eu/documents/tcs/fr/12032026/2-sumeria/2-1-sumeria-conditions-generales-de-v-ente-des-offres-fr-12032026.pdf>

## Article 1: Definitions

“Sumeria App” means the Application dedicated to the Sumeria Offer and Sumeria+ Offer and which permits access to Services described in the Payment Account Agreement.

“**Main Customer**” means the Customer who created the Shared Account.

“**Shared Account**” means an additional Service offered by Lydia Solutions to the Customer which consists in sharing the Payment Account at the Customer’s request and under his liability, in accordance with the terms and conditions described in this Payment Account Agreement as well as the Shared Account Terms of Use, between several Customers, namely on the one hand the Main Customer of the Shared Account and on the other hand one (or more) Participant(s).

“**Sumeria Terms and Conditions**” means this document to which the Payment Account Agreement relates.

“**Special Terms of Use**” means the specific conditions governing the access and use of the Shared Account and which are in annex of these Sumeria Terms and Conditions.

“**Card Offer(s)**” is as defined in Article 3.3 of these Sumeria Terms and Conditions.

“**Sumeria Offer**” means, when it is available to subscribe in Sumeria App, the bundled services Offer proposed by Lydia Solutions to the Customer, which includes the opening of a Payment

Account and is compatible with a Card Offer, and whose functionalities are described in these Sumeria Terms and Conditions and Pricing and Limits Annex.

“**Sumeria+ Offer**” means, when it is available to subscribe in Sumeria App, the additional Offer of bundled services to help with budget management and savings, which can be combined with a Card Offer, proposed by Lydia Solutions to the Customer, and whose functionalities are described in these Sumeria Terms and Conditions and Pricing and Limits Annex.

The French version of these Terms and Conditions prevails over the English version.

## **Article 2: Purpose**

These Sumeria Terms and Conditions regulate (i) the conditions of subscription to the Sumeria Offer, Sumeria+ Offer and Card Offers, and (ii) the procedures of services provision that are related.

These Sumeria Terms and Conditions are agreed to between Lydia Solutions and the Customer. These Sumeria Terms and Conditions are part of the Payment Account agreement. As such, all the provisions of the Payment Account agreement, of the Card agreement and of the Pricing and Limits Annex, apply within the framework of these Sumeria Terms and Conditions.

Furthermore, the Customer is reminded that other contractual documents may also frame the additional and optional services to be made available in the Sumeria Offer and/or Sumeria+ Offer and will be presented for signature when the Customer accesses or subscribes to the service concerned. The general and special terms and conditions for these services can be modified in accordance with the applicable regulatory requirements independently of these Sumeria Terms and Conditions, subject to compliance with the associated notice periods defined by law.

## **Article 3: Offers features**

### **1 – General features**

From Sumeria App, the Customer can choose one of the subscription plans below and access the associated services:

- Subscribe to the Sumeria Offer and select a Card Offer;
- Subscribe to the Sumeria+ Offer in addition.

## **2 – Presentation of Sumeria Offer and Sumeria+ Offer**

Sumeria Offer allows the Customer to benefit from a Payment Account and a Card (to be chosen by the Customer from among the Card Offers). It is called:

- “Without a minimum commitment period”, when it is subscribed with the Basic Card, or
- “With a minimum commitment period”, when it is subscribed with Standard Card or Black Card (duration is different depending on the Card Offer chosen).

Sumeria+ Offer allows the Customer to access a unique budget management and savings assistance program to encourage them to adopt good management habits in their personal finances. It is compatible with the Sumeria Offer and all Card Offers, and is subscribed for a minimum commitment period of six (6) months (except in the case of subscription to the Black Card, where minimum commitment period is twelve (12) months), then tacitly renewable on a monthly or annual basis depending on the Customer’s choice. The offer is invoiced monthly or annually, depending on the option chosen by the Customer.

Sumeria Offer (when it is combined with Standard Card or Black Card) and Sumeria+ Offer are signed in return for payment of a monthly or annual payment, the amount of which is set out in the Pricing and Limits Annex.

The payment is automatically debited from the Payment Account, upon subscribing to one of the abovementioned Offers, and then on the same date (monthly or annually), unless these Sumeria Terms and Conditions are terminated under the conditions set out in Article 8 “Term – Termination” or when the Sumeria Offer is subscribed without any commitment period with the Basic Card by the Customer.

The renewal date always matches the subscription date and not the date of the full payment of the subscribed Sumeria Offer (when it is combined with Standard Card or Black Card) and/or Sumeria+ Offer.

Some customers may benefit from a temporary discount. More details are available in the Pricing and Limits Annex.

These discounts are limited in time (stated in the Pricing and Limits Annex). Once the time limit is exceeded, the discount is no longer applicable and the Customer's Sumeria Offer (when it is combined with Standard Card or Black Card) and/or Sumeria+ Offer is (or are) automatically renewed. Therefore, if they do not terminate their Offer before the end of the discount, the Customer is required to pay the monthly or annual fees.

### **3 – Presentation of Card Offers**

The Customer may subscribe to one of the following card offers: Basic Card, Standard Card, and Black Card, details available in the Pricing and Limits Annex (hereinafter "Card Offer(s)").

Depending on the Customer's choice, each Card Offer:

- may be with or without a minimum commitment period,
- may be subject to a monthly or annual fee and shipping costs according to Pricing and Limits Annex,
- allow the Customer to order an Additional Card (as defined in the Card Agreement), which is subject to shipping costs according to Pricing and Limits Annex, and
- is subject to different pricing conditions and usage limitations, particularly with regard to the limits and services that may be associated with each Card (e.g. the Black Card is the only one to benefit from the concierge service and insurance. For more information on these services, the Customer may consult the [Help Centre](#)).

### **4 – Information on the Card insurance**

The Customer is informed that if they have subscribed to the Black Card, from the Mobile Application, they benefit from the insurance coverage linked to this payment instrument.

This coverage permits in particular to protect the Customer against all fraudulent use of the Card (ex. purchase non authorized by the Customer on the Internet), as well as any inconvenience related to travel or vehicle rentals paid for with the Black Card, within the limits and conditions set out in the regulations and the ones applied to the insurance coverage.

To learn more about this insurance service (especially regarding the events covered and excluded from the coverage), the Customer can check out the [Help Centre](#).

Unless otherwise specified, the other provisions of this Card Agreement applicable to the Card also apply to the Black Card.

## **Article 4: Additional information**

### **1 – Partners’ services offered via Lydia Solutions**

Partners are authorized to offer their services to the Customer through the Sumeria Offer, subject to availability.

The Customer acknowledges and accepts that the payment services covered herein are provided to the Customer solely as a result of and within the framework of its contractual relationship with Lydia Solutions.

The Customer may, at any time, consult the “Professional regulations” item for the regulatory status used by Lydia Solutions when allowing the Customer access to its Partners’ services, in addition to its own services available within the Sumeria Offer.

### **2 – Evolution of functionalities and Partners**

Lydia Solutions reserves the right to provide Customers who have subscribed to one of the Sumeria Offer with additional advanced functionalities and to develop them further.

The Customer is informed that Lydia Solutions’ Partners may change within the Sumeria Offer and is invited to regularly consult the list of Lydia Solutions’ Partners.

### **3 – Declaration of the Customer**

The Customer represents that they act on their own behalf and in their own interest. The Customer also certifies that they do not already hold a Personal Customer Account.

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 Act of 18 March 2010 (Foreign Account Tax Compliance Act) or if they acquire it during the performance hereof, and/or in the absence of self-certification, they acknowledge and accept that certain functionalities of the Sumeria App or services offered by Lydia Solutions are restricted or non-accessible to them.

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 Customer Account and 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.

## **Article 5: Services included in Sumeria Offer**

In addition to being able to create several Wallets, as well as Cards (physical or virtual), according to the terms and conditions set out in the Payment Account Agreement and the Card Offer chosen, the Customer who subscribed to the Sumeria Offer may also benefit from the following services.

### **Shared Account**

A Customer can benefit from the Shared Account service by giving power of attorney to an Entitled Participant to act on a Wallet of which he is the Main Customer. To benefit from the Shared Account service alongside the Main Customer, the Entitled Participant receiving the

power of attorney must accept it. It is up to the Customer to consult, prior to any power of attorney given to an Entitled Participant, depending on the service they have subscribed to via the Sumeria App, the Special Terms of Use in order to know the rights attached to the Shared Account as well as the consequences concerning the use of the latter.

As such, the Customer is informed (i) that he must accept the Special Terms of Use, and that (ii) the use of the Shared Account service is subject to thresholds specified in the Pricing and Limits Annex that the Customer undertakes to consult periodically.

## **Trading Account**

The Customer is informed that the Partner, Bitpanda GmbH, whose registered office is at Stella Klein Löw Weg 17, 1020 Vienna, Austria (hereinafter “Bitpanda”) has entered into a partnership with Lydia Solutions in order to offer the Customer, via the Sumeria App, the services of Bitpanda and, where applicable, those of its subsidiaries (hereinafter the “Subsidiaries“), It should be noted that the services of Bitpanda and its Subsidiaries (hereinafter the “Services”) are governed by their own contractual conditions, which the Customer shall consult and accept before being able to access the Services (hereinafter the “Bitpanda Contractual Conditions“).

It should be noted that :

- Subscription to the trading service is optional and generates fees for which the Customer will be liable;
- Bitpanda, its Subsidiaries and Lydia Solutions are distinct and independent companies (without any capital link), and act within the framework of the aforementioned partnership ;
- In accordance with the regulatory obligations incumbent upon Bitpanda and/or its Subsidiaries, Customer shall provide them with any requested information. Information requests and/or their transmission can also be made via Lydia Solutions;
- For the provision of Services, Lydia Solutions is acting as a Bitpanda’s tied agent (registered with French register, ORIAS under number 18007465).

Once the Bitpanda Contractual Terms have been agreed upon by the Customer, the so-called “in-app” function provided by Lydia Solutions within the Sumeria App will directly connect the Customer to the Bitpanda System (as this term is described below), in order to allow the

Customer to invest in a catalogue listing various digital assets deemed to be available on Lydia Solutions' web interface or that of the Sumeria App.

The Customer declares that they have been informed of the following points prior to subscribing to the trading service:

- Only Customers who are French tax residents, of legal age and capacity, with a telephone number starting with +33 and with a verified Payment Account may access the trading service;
- the Services are governed by the Bitpanda Contractual Conditions available at the following address: [General Terms of Use of Bitpanda Services](#);
- The Services are accessible via the Sumeria App or, where applicable, the Bitpanda web interface (hereinafter "User Interface"), while transactions will be executed on the online platform operated by Bitpanda (<https://www.bitpanda.com>) or its mobile applications (each being deemed to be a "Bitpanda System")

However, temporary inconveniences may occur without constituting restrictions on the Services (e.g. maintenance work, updates or upgrades). Thus for any planned maintenance, update or upgrade that does not solely and temporarily limit the operation of the User Interface and/or the Bitpanda Systems will be notified to the Customer by Lydia Solutions within a reasonable time and through an appropriate communication channel (e.g. email), it being specified that the planned maintenance, update or upgrade will be performed as soon as possible and will not last longer than two weeks;

- Unless otherwise indicated, the Services respectively offered by Bitpanda and its Subsidiaries are only accessible via the User Interface, and not directly via the Bitpanda Systems;

In order to access the Services offered by Bitpanda and/or its subsidiaries, the Customer must have an active Payment Account open in the books of Lydia Solutions. The use of the Payment Account and the contractual relationship between Lydia Solutions and the Customer is based on third party contractual commitments to the Bitpanda Contractual Conditions.

In other words, acceptance of the Bitpanda Contractual Terms shall not be construed as a replacement of any existing or future contractual agreement entered into or to be entered into between the Customer and Lydia Solutions.

All transactions shall be carried out by the Customer themselves, holder of the trading account opened with Bitpanda (or one of its Subsidiaries) as part of a Sumeria Offer. In this respect, the Customer must act in full awareness of the risks involved in investing their money.

For more information on products, risks and potential returns, Customers can consult the following page: <https://cdn.bitpanda.com/media/documents/securities/en-prospectus.pdf>

The minimum purchase or sale value of an asset is €1. Customers must invest a minimum of €1 to purchase a new asset or wait for the value of their investment to increase beyond €1 before selling it, if it is an asset that has already been bought.

In addition, the Customer acknowledges and agrees that :

- In order to make a firm and binding final offer to buy or sell, the Customer must (i) have correctly filled in all the necessary and required data on the User Interface, and (ii) click on the “Buy” or “Sell” button (hereinafter referred to as the “Final Offer”);
- To purchase tokens, the Customer must make a Final Offer to purchase tokens by clicking on the “Buy” button (or any equivalent) on the User Interface. As such, the Customer makes a final purchase offer which is interpreted and qualified by Bitpanda as a firm and binding offer for the Customer to accept the delivery of tokens in return for the payment of a specified sum (hereinafter “Final Purchase Offer”);
- When submitting a Final Purchase Offer, the Customer instructs Lydia Solutions to make a payment to Bitpanda from the available balance on his Payment Account up to the price to be paid during a CCOFA . If the Payment Account balance is not sufficient, no Final Purchase Offer can be made;
- They will be informed by Bitpanda in case of acceptance or refusal of any Final Offer. When accepted by Bitpanda, this acceptance will result in a credit to the Payment Account.

In case of :

- Termination of its Sumeria Offer,
- Termination by Bitpanda of its contractual agreement concluded with the Client,

the Customer will no longer be able to purchase new assets from termination. He must sell all the tokens in his possession as quickly as possible.

Failing this, Bitpanda or Lydia Solutions will credit the Payment Account, within a reasonable time, the equivalent value of said tokens, in accordance with the prices displayed and offered in the Bitpanda Systems, in a legal tender currency (less the corresponding costs incurred if applicable).

## **Cashback service (also called “Automatic Cashback”)**

The Customer who has subscribed to a Sumeria Offer benefits from the cashback service with the Partner Paylead allowing him/her to obtain a refund of part of the amount of their purchase on their Payment Account (“Cashback“), provided:

- the Customer has previously made at least fifty (50) payments with the Card ;
- the Customer makes a purchase of an eligible good or service from a partner retailer (“Retailer“);
- the Customer makes payment with a Card; and
- the Customer meets all the conditions imposed by the Retailer.

The Customer can see [Paylead’s Privacy Policy here](#).

The Customer who has subscribed to a Sumeria Offer is informed that the Retailers and the Cashbacks offered by them may change at any time. It is therefore the duty of the Customer to ensure that the Cashbacks he/she is interested in are still ongoing when purchasing a good or service.

Furthermore, before making a purchase from a Retailer, the Customer must ensure that the website or shop where their wish to make their purchase is effectively operated by the Retailer and not a third party.

The Cashback service is exclusively reserved for personal use. The use of this service in the context of a professional activity shall oblige the Customer to reimburse all the Cashback received and shall permit Lydia Solutions to take any appropriate action (especially the immediate termination of the Payment Account Agreement).

The Cashback is only to be paid to the Customer once the purchase is final. This means that as long as the Customer can exercise his right of withdrawal or reflection or as long as the order has not been paid in full, for example because of delivery or payment facilities, the Cashback is not due. If the Customer returns a product or cancels a service after the Cashback has been paid, the Cashback must be returned. Furthermore, for certain services, in particular those relating to air transport or travel, the Cashback will only be paid after the service has been performed.

Lydia Solutions shall as soon as possible transmit the necessary information to PayLead in order for the Customer to receive the Cashback. However, the Customer acknowledges that the Cashback cannot be paid until the Retailer has transferred the information to Lydia Solutions. Depending on the Retailer, the delay varies and can take up to several months.

The Customer acknowledges and agrees that Lydia Solutions transfers to PayLead the transaction records (time stamp, title, amount, beneficiary, etc.) of the Payment Account and of the bank accounts linked to the Sumeria App, in order to allow Lydia Solutions and PayLead to identify the transactions eligible for a Cashback and to be able to proceed with their payment. PayLead also analyzes bank transaction data to provide personalized offers based on transaction history and spending habits. Lydia Solutions and PayLead are both Data Processors, as defined by the French Data Protection Act. For more information, the Customer may refer to [Lydia Solutions' Privacy Policy](#) and [Paylead's Privacy Policy](#).

Lydia Solutions shall pay the Cashback directly into the Payment Account. This payment is made on the 20th day of each month and includes all the Cashback due to the Customer which are paid by the Retailers.

The Customer can track the purchases he has made from the Retailers directly via the Sumeria App. They can also obtain a free electronic transaction report by contacting Lydia Solutions' support team at the email address mentioned in Article 10.1 of these Sumeria Terms and Conditions.

Lydia Solutions and PayLead may terminate the Customer's access to the Cashback service free of charge by simple notification by email, after expiry of a two-month notice period.

However, Lydia Solutions is exempted from the abovementioned notice period and may terminate immediately the Cashback service in case of serious misconduct of the Customer (in particular if the Customer refuses to provide information or provides false or inaccurate documents or makes threats or insults to an employee of Lydia Solutions), or any fraudulent use of the service, or in case of non-compliance with any of the obligations of these Sumeria Terms and Conditions. In this case, the Customer may be required to pay a regularisation / processing fee (see Pricing and Limits Annex).

The Cashback, possibly reduced by fees or undue payments, collected prior to the termination will be automatically transferred to the Payment Account at the end of the current month. The Customer is invited to check the information contained therein in order to assert their rights as soon as possible if necessary.

The Customer subscribes to the Cashback service for an indefinite period of time, and may terminate their membership at any time and request that he no longer benefits from Cashback, by paying any amounts due.

To this end, the Customer can contact Lydia Solutions' support team by email address mentioned in Article 10.1 of these Sumeria Terms and Conditions. An email will be sent to the Customer confirming the cancellation within five (5) working days upon reception of the cancellation request.

A request for termination of the Cashback service initiated by the Customer does not entail termination of the Sumeria Offer, unless the Customer requests otherwise.

The Customer may at any time re-subscribe to the Cashback service directly in the Sumeria App (see [Manual](#)).

In the event of termination of a Sumeria Offer, the Customer will cease to benefit from the Cashback service for any purchases made after termination.

## **Referral programme**

In accordance with the terms and conditions set out in the [rules applicable to the referral programme](#), the Customer may be entitled to the payment of a commercial bonus on their Payment Account.

In this respect, the Customer is hereby informed that, by accepting these terms and conditions, they are also consenting to the application of the provisions of the aforementioned rules and regulations, and is reminded that the Customer is invited to consult them throughout the term of these terms and conditions, and may unsubscribe from the referral programme at any time.

## **Article 6: Fees**

The commissions, fees, pricing and standard pricing principles applicable to these Sumeria Terms and Conditions are specified in the Pricing and Limits Annex.

All fees incurred by the Customer in subscribing to the Sumeria Offer (when it is combined with Standard Card or Black Card) and Sumeria+ Offer are automatically debited from the Payment Account. If the balance of the Payment Account is insufficient for these fees to be debited, the Customer has a period of one month to top up their Payment Account. Beyond this period, the Customer expressly accepts that Lydia can debit the amount due on the bank or payment card connected to the Sumeria App. Lydia Solutions can also terminate the Customer's subscription to one of the Sumeria Offer (when it is combined with Standard Card or Black Card) and Sumeria+ Offer.

## **Modification – Term – Termination**

### **Article 7: Modification**

Lydia Solutions reserves the right to modify these Sumeria Terms and Conditions at any time, Pricing and Limits Annex included.

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

If the Customer refuses the proposed modification, they can terminate these Sumeria Terms and Conditions for free before the modifications take effect directly via the Sumeria App or via one of the addresses mentioned in Article 10.1 of these Sumeria Terms and Conditions.

No objection from the Customer before the proposed modifications take effect constitutes acceptance to these modifications by the Customer.

However, 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 Sumeria Terms and Conditions, will be immediately applicable upon coming into force.

# **Article 8: Term – Termination**

## **1 – Term**

These Sumeria Terms and Conditions have been agreed for an indefinite period.

## **2 – Termination at the initiative of the Customer**

The Customer may at any time and without cause terminate these Sumeria Terms and Conditions for free directly via the Sumeria App or at one of the addresses mentioned in Article 10.1 of these Sumeria Terms and Conditions.

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

From the effective date of termination, the Customer will benefit from the services associated with the subscribed Sumeria Offer and/or Sumeria+ Offer until the next renewal date (on an annual or monthly basis, depending on the option chosen by the Customer).

The lump sum corresponding to the monthly or annual subscription to the subscribed Offer is acquired by Lydia Solutions and cannot be refunded in any way.

## **3 – Termination at the initiative of Lydia Solutions**

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

- terminate the Sumeria Terms and Conditions, which implies the closure of the Payment Account and the termination of all additional services to the Payment Account that may have been subscribed to by the Customer
- terminate one or several services provided by Lydia Solutions with the exception of the Payment Account without thereby terminating the Sumeria Terms and Conditions (e.g., termination of Card services only)

The Customer is to be informed of the termination of these Sumeria Terms and Conditions 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.

The fees regularly charged by Lydia Solutions in connection with the Sumeria Offer (when it is combined with Standard Card or Black Card) and Sumeria+ Offer are only payable by the Customer on a pro rata basis for the period due on the date of termination of these Sumeria Terms and Conditions. If paid in advance, these costs will be reimbursed on a pro rata basis by Lydia Solutions.

## **Right of withdrawal**

### **Article 9: Withdrawal**

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

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 right of withdrawal must be exercised within a period of fourteen (14) calendar days as of the effective date of these Sumeria Terms and Conditions, attested by the date of dispatch of the withdrawal email.

Should the Customer decide to withdraw before they have been provided the mentioned services, this agreement is terminated with no owed fee and/or cost. Should the Customer decide to withdraw from this agreement after they have been provided some services by Lydia Solutions, these Sumeria Terms and Conditions 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 10: 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:

- via email at: [contact@sumeria.eu](mailto:contact@sumeria.eu)
- via letter at: 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 – Complaints processing**

Lydia Solutions undertakes to confirm receipt of the complaint under ten (10) working days and respond under 2 (two) months, save in exceptional cases.

In the event of a complaint relating to payment services, Lydia Solutions undertakes to respond to the customer within a maximum of fifteen (15) working 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) working days following receipt of the complaint.

As a last resort, the customer may refer the matter to the Mediator free of charge.

## **Article 11: Mediation**

The Mediator is the last resort for an amicable settlement before taking legal action. Referring to a Mediator implies express authorization by the customer to waive professional secrecy with respect to Lydia Solutions regarding the communication of information needed for the mediation process.

You can refer to the Mediator of the AFEPAME free of charge provided:

- either there is a disagreement with the response provided beforehand by the Lydia Solutions advisor and the Complaints Department
- or there has been no response to your complaint after a two (2) month period, or thirty five (35) working days for a complaint related to a payment service

The AFEPAME Mediator can be referred to:

- via email: [contact@mediateur-consommation-afepame.fr](mailto:contact@mediateur-consommation-afepame.fr)
- via letter: For the attention of the Consumption Mediator at the AFEPAME: c/o WEBHELP – Zac de Gray – Impasse Clément Ader 70100 Gray, France

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

Any dispute arising from an online sales or service contract may also be submitted electronically via the Online Dispute Resolution platform on this website (if this service is available):

<https://ec.europa.eu/consumers/odr>

## **ANNEX 1 – WITHDRAWAL FORM**

Only return if you wish to withdraw from subscribing to the Sumeria Offer (including any Card Offer) and/or the Sumeria+ Offer in the 14 calendar days following your acceptance at the latest:

This withdrawal is only applicable if sent before the expiry of the deadlines mentioned in Article 9 “Withdrawal” above, legibly and fully completed.

I, ..... born on ..... and living in ..... (city and postcode) hereby waive my right to subscribe to the ..... Offer and all related services.

Date: .....

Customer signature: .....

# **ANNEX 2 – Special Terms of Use of the Shared Account**

These Special Terms of Use are applicable from the effective date of the Sumeria Terms and Conditions.

## **1. Purpose of these Special Terms of Use**

The current Terms of Service :

- govern the conditions for the creation, use and closure of a Shared Account, whether in the form of a Wallet opened in Lydia's books pursuant to the Payment Account Agreement for Individuals, between several Customers of the Sumeria App; and
- specifies the terms of service of the Shared Account described in the Payment Account Agreement.

Any Main Customer wishing to create a Shared Account as a shared account holder or participate in one (as an Entitled Participant) acknowledges having read these Special Terms of Use and accepts them unconditionally.

The Main Customer also acknowledges that these Special Terms of Use shall be read and interpreted in conjunction with the Payment Account Agreement which are accessible from [sumeria.eu](http://sumeria.eu), bearing in mind that in the event of any contradiction between the terms defined in the latter documents and the Special Terms of Use, the terms of the latter shall prevail.

The French version of these rules prevails over the English version.

### **Termination of the Special Terms of Use**

The Shared Account is one of the additional services available to Customers from Sumeria App. Any Customer wishing to close both their Payment Account and their Shared Account shall refer to the Payment Account Agreement.

The Customer, whether a Main Customer or a Participant, may stop using the Shared Account service at any time, while keeping open the Payment Account to which the Shared Account is linked, by closing (for a Main Customer) or leaving (for an Entitled Participant) the Shared Account.

## **2. Use of the Service**

The Customer who wishes to create or participate in a Shared Account shall have a Personal Customer Account and a Payment Account, and shall have read, accepted and complied with the Payment Account Agreement.

Participation and use of a Shared Account are based on mutual respect between the Entitled Participants and the Main Customer.

## **3. Features of a Shared Account**

The Main Customer is the holder of the funds held in the Shared Account.

Main Customer with a Shared Account has a number of rights (hereinafter the “Right(s)”):

- (i) the Right to consult the balance ;
- (ii) the Right to consult the transaction history ;
- (iii) the Right to use the funds ;
- (iv) the Right to amend and give power of attorney to other persons to act on their behalf in relation to the Shared Account; and
- (v) the Right to close the Shared Account

By providing access to the Shared Account, the Main Customer may grant power of attorney to one or more other users who become Entitled Participants if they accept the invitation. They will then be able to act on this Shared Account in their name. They may in particular:

- (i) consult the balance;
- (ii) consult the history of transactions that took place during the entitlement period;
- (iii) use the funds;
- (iv) collect funds.

Only the Main Customer has the “Right to amend and give power of attorney to other persons to act on their behalf in relation to the Shared Account” and the “Right to close the Shared Account” that they have created.

By using the Shared Account service, the Main Customer acknowledges and accepts that:

- they remain fully liable towards Lydia Solutions for any transaction carried out by any Participant (including without limitation any Entitled Participant) within the framework of the services provided to him by Lydia Solutions under the Payment Account Agreement. In this respect, the Main Customer is informed that any operation carried out by a Participant and/or an Entitled Participant will be assimilated to an operation carried out by the Main Customer; and
- they may, at any time, revise or revoke the Rights granted to any Participant via the Sumeria App or by contacting Lydia Solutions' support, and are personally liable for any dispute with each Participant.

## **4. Functioning of the Service**

### **Creation of a Shared Account**

To benefit from a Shared Account, you shall be a Customer within the meaning of the Payment Account Agreement and not have reached any of the limits set out in the Pricing and Limits Annex.

In this regard, the Customer can create a Wallet to share or directly share it, via the Sumeria App.

### **Share a Wallet**

Via the Sumeria App and via the Wallet details, the Main Customer shall enter the telephone number or email address of the person with whom they wish to share their Wallet.

The Main Customer may share the Shared Account with any individual who is not yet a user of the Sumeria App and who has a valid and compatible email or mobile phone number. In this case, the individual will be invited to become a user of the Sumeria App, and shall accept the invitation to join the Shared Account.

### **Join a Shared Account**

The individual wishing to join a Shared Account simply has to accept the Main Customer's invitation in the Sumeria App.

If the invited individual declines the invitation, they may be invited again by the Account Main Customer to join the Shared Account at a later date.

## **Modifying a Shared Account**

As the Main Customer is the sole owner of the Shared Account, only they can modify the Rights of the Entitled Participants.

Other Shared Account editing options exist, such as the editing of the account name and account photo, or the name and photos attached to a transaction receipt, all of which can be modified by the Main Customer and Entitled Participants. In this respect, it is reminded that the Main Customer is liable for any Content they publish (for more information, see the Payment Account Agreement).

## **Top up a Shared Account**

A Shared Account can be topped up in the same way as a Payment Account.

For further information, the Customer is invited to consult the Payment Account Agreement.

The funds available on the Shared Account legally belong to the Main Customer and may be spent on their behalf by all Entitled Participants to do so. In this respect, it is recalled that Lydia Solutions is a third party to the relationship between the Main Customer and the Participants (including without limitation any Entitled Participant). Consequently, the Main Customer, the Entitled Participants and the Participants waive all recourse against Lydia Solutions concerning the use of the Shared Account balance.

## **Use the balance**

The Shared Account may be funded and its funds used according to the limits associated with the Main Customer's status (see Pricing and Limits Annex).

## **Use the balance of a Shared Account as a source of payment**

Funds available on a Shared Account may be spent by the Main Customer and Entitled Participants.

## **Track transactions carried out via a Shared Account**

Each transaction gives rise to a receipt available in the Shared Account history, accessible to Entitled Participants that have the "Right to consult the transaction history". The Entitled

Participant will be able to consult all the transactions of the Shared Account, which took place during the time they had access to it, even after they have left it.

## **5. Leaving or closing a Shared Account**

### **Closing a Shared Account**

Only the Main Customer may decide to close a Shared Account. Before the Shared Account can be closed, the Main Customer shall ensure that the balance of the Shared Account is zero. Where applicable, as the Main Customer is the sole holder of the Shared Account, they are the final decision-maker as to the use they wish to make of any funds that may remain in the Shared Account.

Entitled Participants will then be notified of the archiving of the Shared Account.

### **Leaving a Shared Account**

A Participant may voluntarily decide to leave a Shared Account. In such a case, each Participant waives the Rights they have acquired from the Main Customer in respect of that Shared Account, and the power of attorney given by the Main Customer to any Participant in the Shared Account is revoked ipso jure, without notice, with immediate effect and without financial consideration. The Participant concerned will no longer have access to the Shared Account, unless invited again.

The Main Customer may revoke the access of another Participant from the Sumeria App or by contacting Lydia Solutions' support.

The Main Customer may not leave the Shared Account for which they are the Main Customer and liable. However, they may decide to close the Shared Account, in accordance with the terms and conditions set out above.

## **6. Limits**

The Main Customer acknowledges and agrees that use of the Shared Account is subject to the limits specified in the Pricing and Limits Annex. As from the creation of the Shared Account and until it is closed by the Main Customer, the Main Customer undertakes to consult this document regularly.

## **7. Duties and responsibilities**

The Main Customer is the sole owner of the funds in the Shared Account and gives power of attorney to the Entitled Participants to act on the Shared Account on their behalf. The sharing of a Shared Account with third parties therefore engages the Main Customer's liability and shall be done in a reasonable manner, which the Main Customer acknowledges and accepts. Conversely, by agreeing to join a Shared Account, Entitled Participants shall be aware that the Main Customer is the sole holder of the Shared Account (including in particular its balance) and that they are the final decision-maker on :

- The use they wish to make of the Shared Account and in particular of the funds available on the Shared Account;
- Rights granted or not granted to Entitled Participants.