

Card agreement

This version of the Card Agreement takes effect as of June 19, 2026, and cancels and replaces all previous versions with the same purpose that were binding on the Parties. The previous version can be viewed here: <https://sumeria.eu/documents/tcs/en/12032026/2-sumeria/2-2-sumeria-card-agreement-en-12032026.pdf>

General provisions

Article 1: Definitions

For the purposes of applying and interpreting this Card Agreement, words and expressions beginning with a capital letter shall, notwithstanding any definition given in another document, have the meanings set out below, whether used in the singular or in the plural:

“**Acceptor**” means merchants and service providers who are members of the Visa payment system and accept the Card as a means of payment.

“**Card**” is as defined in Article 3 of this Agreement.

“**Additional Card**” means any additional Card issued by Lydia Solutions following an order made by the Customer on the Mobile Application, and which complements the Card given to the Customer when the Payment Account Agreement was concluded.

“**Emerald Card**” means the Additional Card issued by Lydia Solutions under the name “Emerald Leaf”, and subject to availability.

“**Confidential Code**” means the four (4) digit code allowing the Customer/User to authenticate themselves when using the Card from an EFTPOS terminal.

“**Card Agreement**” means this document, which is either in connection with the [Payment Account Agreement](#) and [Terms and Conditions of Sale of Sumeria offers](#).

“**CVV**” (“*Card Verification Code*”) means the last three (3) digits of the Card Verification Code on the back of the Card.

“**ATM**” means an automated teller machine.

“**Card Details**” means the Card number, expiry date and/or CVV.

“**RIB**” means a bank account identification statement issued by Lydia Solutions.

“**EFTPOS terminal**” means an electronic payment terminal.

“**User**” means an Entitled Participant for whom the Customer has requested the issue of a Card linked to a Shared Account.

For all intents and purposes, capitalized terms used in the singular or plural and not defined in this Article shall retain the meaning ascribed to them in the Payment Account Agreement, bearing in mind that in the event of any contradiction between the terms defined in the Payment Account Agreement and this Card Agreement, the terms of the latter shall prevail.

The French version of this Card Agreement prevails over the English version.

Article 2: Purpose

The purpose of this Card Agreement is to define the terms and conditions for issuing and using the Card(s) linked to the Customer’s Payment Account, including in the case of a Shared Account.

The Card Agreement forms an integral part of the Payment Account Agreement. As such, all the provisions of the Payment Account Agreement and those of the Pricing and Limits Annex apply to this Card Agreement.

If the Customer benefits from an offer to support customers in vulnerable situations and in the event of a contradiction between the provisions of this Card Agreement and those of the aforementioned offer, the provisions of the latter shall take precedence.

Article 3: Precontractual information, characteristics of the Card, order of a Card and Click to Pay Service

1 – Precontractual information

The Customer declares that they have been informed in advance that :

- Unless otherwise stipulated, the rules set out in the Card Agreement apply indiscriminately to the Card and to any Additional Card;
- By validating payment for an order for an Additional Card, the Customer initiates the manufacture and issue of the Additional Card in their name, without waiting for the withdrawal period to expire;
- If the right of withdrawal is exercised in relation to the order for an Additional Card, the Customer remains liable for the costs of manufacturing and returning the Additional Card (see “Right of withdrawal” below).

2 – Characteristics of the Card

The Card is an international Visa payment card with systematic balance enquiry and immediate debit, which means that (i) the amount of each transaction carried out using the Card is debited in full from the Customer’s Wallet, after automatic and systematic verification of the balance available on the said Wallet, and (ii) the Card is issued by Lydia Solutions to the Customer and is linked to the Customer’s Wallet (hereinafter the “Card”).

As such, the Customer shall ensure that they always have a sufficient balance on their Wallet before any payment transaction or ATM withdrawal using the Card.

It is also specified that the Wallet to which the Card is linked may be a Shared Account, within the limits of the permissions granted by the Customer to any Entitled Participant in accordance with the special terms of use of the Shared Accounts (mentioned in the Terms and conditions applicable to Sumeria offers).

The Customer acknowledges and agrees that the Card is an individual, nominative, and personal payment card. It is strictly forbidden for the Customer and/or User to lend or dispose of the Card.

In this regard, the Customer and/or the User shall refrain from making any functional or physical modifications to the Card that may hinder its operation.

3 – Order of a Card

General information

To order a Card, the Customer must log on to the Mobile Application and follow the on-screen instructions to the payment page. Further details are available in the [Manual](#).

After consulting the Card Agreement, the Customer will be asked to select their payment method and validate the payment for the Card to be ordered.

Delivery of the Card

The Card is delivered to the address entered by the Customer in the Mobile Application.

Delivery times for the Card are estimated at fifteen (15) business days from the date on which payment is made by the Customer. However, the Customer acknowledges and accepts that these delivery times may vary for reasons beyond the control and/or willingness of Lydia Solutions, in particular due to the shortage of electronic components and other semi-conductors necessary for the manufacture and operation of the Card. In case of delay, Lydia Solutions will make its best efforts to inform the Customer and indicate a new estimated delivery date.

Right of withdrawal

In application of article L. 222-7 of the French Consumer Code, the Customer has a right of withdrawal of fourteen (14) calendar days for any Card order. During this period, they may cancel their order, without reason or penalty, and obtain a refund.

In order to exercise this right, the Customer must return to Lydia Solutions within the given time limit the withdrawal form attached hereto, duly completed, dated and signed by hand, to one of the following addresses:

- By email to (depending on the Offer subscribed to): contact@sumeria.eu;
- By post addressed to Lydia Solutions, customer support, TSA 60309, 75036 Paris cedex, France.

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.

Exercising the right of withdrawal within the time limit set by the Customer has the following consequences for the Customer:

- the Card is blocked and becomes unusable ;
- if the exercise of the right of withdrawal concerns the order of the Emerald Card, the Customer acknowledges and accepts that they has to pay seventy-five (75) euros for the cost of manufacturing and delivering the Emerald Card. Lydia Solutions reserves the right to invoice the Customer for this amount or to deduct it from the amount to be reimbursed to the Customer;
- Lydia Solutions will refund to the Customer as soon as possible and at the latest within thirty (30) days the amount paid by the Customer for the Card, subject to the compensation mentioned in the previous point concerning the Emerald Card.

On expiry of the aforementioned period, the Customer will no longer be able to exercise their right of withdrawal.

Guarantees

Pursuant to the French Consumer Code, Lydia Solutions is liable – as seller – for defects in the conformity of the Card, as well as for hidden defects in the latter pursuant to articles 1641 et seq. of the French Civil Code.

The Customer is invited to read the box required by article D. 211-2 of the French Consumer Code, which is reproduced in the appendix hereto.

4 – Click to Pay Service

Acceptance of the Card Agreement allows the Customer to access the Click to Pay Service (when this service is available in the Mobile Application).

The Click to Pay Service is an optional service, accessible from the Mobile Application, deactivated by default, and subject to the activation and operating conditions described in the general terms of use in Appendix 3.

Article 4: User

As part of a Shared Account, the Customer may request that a Card be issued to a User with their prior agreement. The issued Card will be linked to the Shared Account. As a result, all payment transactions made by a User will be debited directly from the Shared Account. The Customer acknowledges that they remain fully liable to Lydia Solutions for any payment transactions made by a User using a Card linked to the Shared Account.

Any Card issued to a User is subject to the same characteristics and conditions of use as set out herein. In particular, Users may link their Card to any Wallet they may have. As such, the Customer undertakes to ensure that any User for whom a Card has been issued complies with all the provisions of the Card Agreement.

The number of Cards that may be issued by a Customer under a Shared Account is detailed in the Pricing and Limits Annex. Likewise, the use of a Card linked to a Shared Account is also subject to thresholds specified in the same Pricing and Limits Annex.

Article 5: Issuing and activating the Card

The Card is delivered to the Customer by Lydia Solutions at the postal address indicated by the Customer. Where applicable, it is the Customer's responsibility to give the Card to the User for whom a Card would be issued.

The Confidential Code is defined by the Customer in the Mobile Application, or by the User where applicable.

Upon reception of the Card, the Customer/User shall activate the Card by making their first ATM withdrawal using the defined Confidential Code.

The Card remains the exclusive property of Lydia Solutions.

Article 6: Term of the Card Agreement and validity of the Card

This Card Agreement is valid for an indefinite period.

It may be terminated at any time in writing by the Card holder, the holder of the Payment Account on which the Card operates, or by Lydia Solutions.

Termination by the Card holder takes effect thirty (30) days after the date on which notice is sent to Lydia Solutions.

Termination by Lydia Solutions takes effect two (2) months after the date on which notice is sent to the Card holder.

The holder of the Card and/or of the Payment Account on which the Card operates undertakes to return the Card and to comply with all the contractual obligations incumbent upon them under this Card Agreement, until such termination becomes effective.

Upon termination, the Card holder shall no longer be entitled to use the Card and Lydia Solutions may take any necessary action to do so.

The Card remains valid until the expiry date shown on the back of the Card. The limited period of validity of the Card is due to technical and security considerations and does not affect the indefinite duration of the Card Agreement.

On the expiry date of the Card, the Card may be automatically renewed, unless the Customer requests otherwise.

In the event of termination of the Card Agreement and/or the Payment Account Agreement, the Card(s) issued will be automatically terminated and deactivated within the closing period specified in the Payment Account Agreement.

Transactions

Article 7: Transactions authorized with the Card

Subject in particular to an available balance on the Customer's Wallet, as well as the usage limits of the Pricing and Limits Annex, the Card enables the Customer and/or User to carry out the following transactions:

- withdrawals from ATMs that accept Visa payment Cards

- payment transactions made from an EFTPOS terminal that accepts Visa payment cards
- payment transactions carried out by remote means of communication, including internet payments to an Acceptor accepting Visa payment system Cards

The consent given by the Customer/User to the above operations using the Card is formalized, as appropriate, by:

- entering the Confidential Code
- communicating and/or confirmation of Card Data or the validation of a payment via an electronic wallet and, where applicable, implementing any Strong Authentication measures requested
- presenting and holding the Card in front of a device that identifies the presence of contactless technology
- The handwritten signature on any ticket issued by the Acceptor's electronic equipment.

Once consent has been given by the Customer/User, the payment order is irrevocable. However, in accordance with applicable regulations, the Customer/User may object to a payment whose amount has not yet been credited to the beneficiary's account if the latter is subject to receivership or liquidation proceedings.

The Card may be used for a series of payment transactions with Acceptors for the purchase of goods or services. The Customer/User gives their consent to the series of payment transactions at the time of the first transaction. The Customer/User may withdraw their consent to the execution of the payment transaction at the latest by the end of the Business Day preceding the day on which the payment transaction is executed.

Article 8: Strong Authentication

In accordance with the provisions of the Payment Account Agreement, Strong Authentication measures may be applied in certain cases when the Card is used, in particular for payments over the Internet.

Strong authentication measures that may apply in the event of payment by Card are communicated to the Customer/User on Lydia Solutions website.

Article 9: Contactless payment

All Cards issued use contactless technology, the operating conditions of which are governed by this Agreement.

Contactless technology is activated by default and the Customer/User may deactivate the contactless option on their Card within the Lydia Solutions Mobile Application.

Contactless technology enables the rapid payment of goods or services at the EFTPOS terminals of Acceptors equipped accordingly, with remote reading of the Card without the need to enter the Confidential Code.

Payments that can be made “contactless” are limited both in amount for a single payment and in cumulative amounts over a set period as defined in the Pricing and Limits Annex.

Article 10: Virtual payment Card

Virtual payment Cards are Visa debit cards provided by Lydia Solutions exclusively in dematerialized form via the Mobile Application.

The Customer acknowledges and accepts that any payment made using a virtual payment card will be deducted from the Card’s limits, as provided in the Pricing and Limits Annex.

Virtual payment Cards can be used for payment transactions on e-commerce sites. To this end, the virtual payment card holder accesses the information on the virtual payment cards required for the use of this payment method in the Mobile Application. Payment on e-commerce sites is also possible on the Mobile Application or using other payment methods provided by Google Pay, Apple Pay or other comparable providers, provided that this payment method is accepted.

Virtual payment cards are either multi-purpose VISA e-Cards or single-purpose VISA e-cards. The Customer may create virtual payment cards within the limits set out in the Pricing and Limits Annex.

The Customer can also delete virtual payment cards at any time in the Mobile Application.

Article 11: Electronic Wallets

The Customer/User may subscribe to electronic wallet services offered by third-party providers (Apple Pay, Google Pay and Samsung Pay) or Mobile phone operators that are compatible with the Card.

The Card holder will then be able to make payments at all contactless payment point-of-sale terminals, or online payments that accept the relevant electronic wallet.

The terms and conditions of these services are detailed on Lydia Solutions website.

Article 12: Network of Acceptors

The Card may only be used to:

- pay for goods and services purchased from Acceptors
- make withdrawals from ATMs that accept Visa payment system cards

Before making any payment with the Card, the Customer/User shall ensure that the concerned merchant or service provider is a Visa network Acceptor.

Lydia Solutions remains uninvolved in any commercial dispute, i.e. other than relating to the payment order, that may arise between the Customer/User and the Acceptor. The existence of such a dispute may under no circumstances justify the Customer's/User's refusal to honour payments by Card.

Article 13: Pricing conditions

The Card is issued and its use is invoiced in accordance with the conditions set out in the Pricing and Limits Annex.

The Customer is informed that (i) Lydia Solutions doesn't apply any exchange fee to any withdrawal or payment the Customer makes using their Card outside of the SEPA Area, and (ii) only the exchange rate of its Partner, Visa, is applied to this kind of transactions.

To learn more about the Visa exchange rate, the Customer can directly check out the Help Centre as well as the [Visa](#) website.

Article 14: Debiting the Payment Account

The amount corresponding to each payment and/or withdrawal transaction made with the Card is immediately debited from the Customer's Payment Account to which the Card is linked.

The Acceptor may make a pre-authorization request. This way, they may request that the Customer/User has an available balance on their Wallet greater than the value of the payment transaction concerned. The Acceptor may also temporarily block funds in order to check the validity of the Card and ensure that the Customer's Wallet has sufficient funds. In these cases, the amounts are blocked on the Customer's Wallet linked to the Card.

In the event of an insufficient balance, the Card payment and/or withdrawal transaction will be automatically refused by Lydia Solutions.

Within the period allowed to them under the contract with their own payment service provider, the Acceptor may: cancel the pre-authorization and release the entire pre-authorized amount; use all or part of the pre-authorized amount and, where applicable, release the remainder of the amount. The amount that will actually be debited from the Customer's Payment Account will be the actual amount of the payment transaction, corresponding to the final payment order sent by the relevant Acceptor. After this period, over which Lydia Solutions has no control, if the Acceptor fails to act, the entire pre-authorization amount is automatically released. This amount will be re-credited to the Customer's Payment Account.

Notwithstanding the foregoing, the Customer is hereby informed that the pre-authorization period may vary, depending in particular on the Acceptor's activity and the rules defined with regard to the payment Card standards dictated by the payment Card schemes (this period generally varies between ten and thirty days and is subject to change).

In other words, even if the entire pre-authorized amount has been released, the Acceptor may still obtain payment of the price of the sale agreed with the Customer in application of the electronic payment standards, bearing in mind that in such a case the payment transaction is deemed to have been fully authorized by the Customer, up to the amount of the price to be paid, at the time of their purchase or subscription with the Acceptor concerned.

Security

Article 15: Personalized Security Data

The Confidential Code and the Card Details constitute Personalized Security Data within the meaning of the Payment Account Agreement.

The Customer and/or User shall take all appropriate measures to ensure the security of their Card, Card Details, Confidential Code and, more generally, any other element of the personalized security system. They shall therefore keep their Confidential Code absolutely secret and not disclose it to anyone, either in writing or verbally. In particular, they shall not write it on the Card or on any other document. They shall ensure that they enter it away from prying eyes.

The Confidential Code is essential for using the Card at EFTPOS terminals, ATMs or certain remote payment terminals. The Customer and/or User shall use the Confidential Code whenever instructed to do so by the payment or withdrawal equipment concerned.

The number of successive attempts to enter the Confidential Code is limited to three (3). The third successive unsuccessful attempt will result in the Card being blocked.

If the Confidential Code is forgotten, the Customer and/or User can obtain it in the Mobile Application.

Article 16: Safety measures

In accordance with the Payment Account Agreement, the Card, the Card Details and the Confidential Code shall be kept with the utmost care by the Customer/User.

Any disclosure to a third party of the Card, the Card Data and/or the Confidential Code shall constitute gross negligence on the part of the Customer/User in respect of their obligations to safeguard their Personalized Security Data.

Article 17: Opposition

In the event of loss, theft, misappropriation or unauthorized use of their payment instrument or the data linked to it, the Customer shall inform Lydia Solutions without delay so that the payment instrument can be blocked. This notification shall be made to Lydia Solutions in the Mobile Application or at one of the addresses mentioned in Article 3.3 of this Card Agreement

The request to block the Card is taken into account immediately by Lydia Solutions. All virtual cards attached to the Card that has been blocked or reported lost by the Customer become unusable.

Lydia Solutions reserves the right to ask the Customer for any document (written statement, copy of the complaint lodged) providing proof of the stated reason for the request to block the Card. This request does not constitute a condition for the reimbursement of the disputed transactions.

Article 18: Unauthorized transactions

Unauthorized transactions carried out prior to the blocking request

The Card holder is responsible for any transactions resulting from the loss or theft of the Card, up to a limit of fifty (50) euros.

However, they are not liable:

- in the event of a payment transaction carried out without using Personalized Security Data
- if the loss or theft of the Card cannot be detected by the Card holder prior to payment
- when the loss of the Card is due to the acts or omissions of an employee, agent or branch or entity to which Lydia Solutions has outsourced its activities

However, if the Acceptor's payment service provider is not located in the EEA, Saint-Pierre-et-Miquelon or Saint-Barthélemy, transactions following the loss or theft of the Card will be charged to the Card holder up to a limit of fifty (50) euros, even in the case of payment transactions carried out without the use of Personalized Security Data. Unauthorized transactions made using a counterfeit payment Card or resulting from the misappropriation of data linked to the use of the Card will be charged to Lydia Solutions.

Unauthorized transactions carried out after the blocking request

Lydia Solutions is also responsible for these charges, with the exception of those made by the Card holder.

By way of exception, all unauthorized transactions will be charged to the Card holder, with no limit on the amount, in the event of:

- intentional or grossly negligent breach of the obligations referred to in Article 16 above
- fraudulent actions by the Card holder

Liability of the Payment Account holder

If the Payment Account holder is not the Card holder, they are jointly and severally liable for the financial consequences arising from the Card holder's responsibility for the safekeeping of the Card and Personalized Security Data (in particular the Confidential Code) and their use until:

- the card is returned to Lydia Solutions
- Lydia Solutions is notified of the revocation of the mandate given by the Customer holding the Payment Account to the Card holder, by means of an e-mail sent to Lydia Solutions customer service
- the Payment Account Agreement is terminated

Disputes

1 – General case

The Card holder and/or the Payment Account on which the Card is used may dispute a transaction, if possible by presenting the ticket issued by the electronic equipment or proof of the payment order to which the dispute relates, as quickly as possible and within a maximum period of thirteen (13) months from the date on which the disputed payment order was debited to the Payment Account on which the Card is used.

It is specified that any dispute after this period will only be admissible in the event of a delay duly justified by the Card and/or Payment Account holder.

The maximum period during which the Card holder and/or the Payment Account on which the Card operates may dispute a Transaction is set at one hundred and twenty (120) days from the date on which the disputed payment order was debited to the said account, if the Acceptor's payment service provider is located outside the EEA, Saint-Pierre-et-Miquelon or Saint-Barthélemy.

Disputes regarding the price of goods or services purchased from third parties will not be entertained by Lydia Solutions. Accordingly, Lydia Solutions will not accept any claims relating to the cancellation or refund of purchases made from third parties. The Card holder shall contact the vendor directly for any dispute relating to the sale of the goods or services concerned.

2 – Exemptions

By way of derogation, the Card holder is entitled to a refund of an authorized payment transaction made in the EEA if the authorization given did not indicate the exact amount of the transaction and if the amount of the payment transaction exceeds the amount that the Card holder could reasonably expect.

The request for reimbursement shall then be made before the expiry of a period of eight (8) weeks from the date on which the payment order for which reimbursement is requested was debited from the account on which the Card is used.

Lydia Solutions has a period of ten (10) Business Days from receipt of this request to reimburse the account holder for the amount of the transaction or to justify its refusal to reimburse.

At Lydia Solutions request, the Card holder shall provide Lydia Solutions with all information relating to the requested refund.

Lydia Solutions and the Card holder agree to take the utmost care in informing each other of the terms and conditions of the transaction.

Refund of an unauthorized or incorrectly executed transaction

1 – Unauthorized payment transaction: the Card holder and/or the Payment Account on which the Card is used will be reimbursed at the latest on the Business Day following receipt of the disputed transaction:

- the amount of the transaction disputed in good faith by the Card holder in the event of loss and/or theft, fraudulent use and/or misappropriation of their Card and related data, which occurred prior to the blocking request
- the amount of the transaction disputed in good faith by the Card holder, which occurred after the blocking request

If, after reimbursement by Lydia Solutions, it is established that the transaction was in fact authorized by the Card holder, Lydia Solutions reserves the right to reverse the amount of the reimbursement wrongly made.

However, in accordance with legal provisions, Lydia Solutions may not make the refund within the aforementioned period if it has good reason to suspect fraud on the part of the Card holder. In this case, Lydia Solutions will inform the Banque de France (French central bank).

2 – Incorrectly executed payment transaction: the Card holder and/or the Payment Account on which the Card is used will be reimbursed for the amount of the incorrectly executed transaction, if necessary and without delay.

3 – Common provisions: in all the cases mentioned above, the debited Payment Account is restored to the state it would have been in if the disputed amounts had not been debited (including the value date).

Article 19: Blocking of a payment instrument at Lydia Solutions initiative

Under the conditions set out in the Payment Account Agreement, Lydia Solutions reserves the right to block any Card issued, for objectively justified reasons relating to the security of the Card, the presumption of unauthorized or fraudulent use of the Card or the significantly increased risk that the Customer will be unable to meet their payment obligation.

In all cases, the Card holder and/or the Payment Account on which the Card is used will be notified of the reasons for the blocking decision. The blocking of the Payment Account to which the transactions made with the Card are debited automatically results in the blocking of the use of the Card. Notification that the account has been blocked is equivalent to notification that the Card has been blocked.

The Card holder therefore undertakes not to use the Card and return it on first request.

The closure of the Payment Account on which one (or more) Card(s) is (are) used entails the obligation to return said Card(s). The same applies in the event of termination of the Payment Account Agreement.

Article 20: Keeping the Card

The Customer/User undertakes not to make any functional or physical alteration to the Card that could hinder its operation or that of the EFTPOS terminals and ATMs in any way whatsoever. In this respect, the Customer/User is prohibited from affixing adhesive labels or stickers or making any inscription on the Card.

Article 21: Faulty Card

If the Card used by the Customer is faulty, the Customer should contact customer service by email at the address mentioned in Article 3.3 of this Card Agreement.

Any defective Card will be replaced by Lydia Solutions as soon as possible and free of charge, except in the event that the Customer/User is responsible for the Card's defectiveness and in particular in the event of non-compliance with the conservation rules set out in Article 20 above. In this case, the Customer may be billed for the cost of replacing and shipping of the Card as set out in the Pricing and Limits Annex.

Article 22: Protection of personal data

As the data controller, Lydia Solutions processes personal data relating to the Card holder and/or the holder of the Payment Account on which the Card operates. The categories of personal data processed are the information collected under this Card Agreement, the information appearing on the Card, where applicable the information constituting an identifier of the Card Agreement and the information relating to transactions carried out using the Card.

This information may or may not be processed automatically in order to enable:

- manufacturing and shipping the Card, managing its operation, and ensuring the security of payment transactions, in particular when the Card is blocked. this processing is necessary for the proper performance of this Card Agreement and, otherwise, the Card Agreement cannot be performed

- preventing and combating Card payment fraud, which is a legal obligation for Lydia Solutions under Article L.521-6 of the French Monetary and Financial Code
- the management of any legal proceedings, commercial prospecting, commercial promotions and advertising campaigns, surveys or polls and the compilation of anonymous statistics that do not allow the Card holder to be identified, by virtue of Lydia Solutions' legitimate interest
- to meet legal or regulatory obligations, particularly in criminal or administrative matters relating to the use of the Card

In order to authenticate the Card holder and/or authorize a payment transaction, Lydia Solutions may implement automated decision-making based in particular on the analysis of the personal data concerning the Card holder, the context of the transaction, the balance available on the Payment Account on which the Card operates and the Card's capacities. Necessary for the proper performance of the contract, automated decision-making may result in the authorization or refusal of the payment transaction.

Data used to manufacture the Card is retained for the period required to execute the Card Agreement and then archived in accordance with the applicable legal requirements.

Data relating to payment transactions is kept in accordance with the provisions of article L.561-12 of the French Monetary and Financial Code.

Data required for any commercial prospecting and advertising campaigns is kept for a period of three (3) years from the end of the commercial relationship.

Data required for the management of any legal action is kept until the end of the procedure. It is then archived in accordance with the applicable legal provisions.

In order to fulfill the purposes specified above, the personal data of the Card holder and/or the Payment Account on which the Card is used may be communicated to banks and, more generally, to institutions authorized to provide payment services and subject to professional secrecy, to organizations involved in the manufacture and operation of the Card, to subcontractors, to Acceptors, as well as to the Banque de France and to the payment card scheme(s) whose brand(s) is (are) affixed to the Card.

In accordance with the regulations in force, the Card holder and/or the holder of the Payment Account on which the Card operates may, under the conditions set out in Chapter iii of Regulation (EU) 2016/679 of 27 April 2016 and articles 38 et seq. of Law no. 78-17 of 6 January 1978:

- request access to the personal data concerning them and/or request its rectification or deletion,
- define directives concerning the fate of their personal data after their death,
- oppose the processing of personal data concerning them for the purposes of managing any legal proceedings by explaining the specific reasons justifying their request, provided that Lydia Solutions does not invoke overriding legitimate grounds,
- request restrictions on the processing of personal data concerning the Customer,
- request to receive and/or transmit to another data controller the personal data concerning them necessary for the performance of this contract in a commonly used and electronically readable form,
- file a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL).

These persons may also, at any time and free of charge, object to their data being used for commercial prospecting purposes. The rights set out in this article may be exercised by the Card holder and/or the holder of the Payment Account on which the Card is used by contacting the branch where the account on which the Card is used is opened by post or at the following address:

- Lydia Solutions, Data Protection Officer, TSA 60309, 75036 Paris cedex – France
- dpo@isbs.eu by email. The Data Protection Officer can be contacted in the same way.

Appendix 1 – Withdrawal form

Only return if you wish to withdraw from ordering the Card in the 14 calendar days following its delivery at the latest:

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

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

Date:

Customer signature:

Appendix 2 – Reproduction of the box provided for in decree no. 2022-946 of 29 June 2022

“The consumer has a period of two years from the date of delivery of the goods in which to obtain implementation of the legal guarantee of conformity in the event of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

“Where the contract for the sale of the goods provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the legal guarantee shall apply to this digital content or digital service throughout the period of supply provided for. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or the digital service and not the date of its appearance.

“The legal guarantee of conformity requires the trader, where applicable, to provide any updates necessary to maintain the conformity of the goods.

“The legal guarantee of conformity gives the consumer the right to repair or replace the goods within thirty days of his request, free of charge and without any major inconvenience to him.

“If the goods are repaired under the legal guarantee of conformity, the consumer benefits from a six-month extension to the initial guarantee.

“If the consumer asks for the goods to be repaired, but the seller requires them to be replaced, the legal guarantee of conformity is renewed.

“If the consumer asks for the goods to be repaired, but the seller requires them to be replaced, the legal guarantee of conformity is renewed for a period of two years from the date on which the goods are replaced.

“The consumer may obtain a reduction in the purchase price by keeping the goods or terminate the contract by obtaining a full refund in exchange for the return of the goods, if :

“1° The trader refuses to repair or replace the goods;

“2° The goods are repaired or replaced after a period of thirty days;

“3° The repair or replacement of the goods causes a major inconvenience for the consumer, in particular where the consumer definitively bears the cost of taking back or removing the non-conforming goods, or if he bears the cost of installing the repaired or replacement goods;

“4° The non-conformity of the goods persists despite the seller’s unsuccessful attempt to bring the goods into conformity.

“The consumer is also entitled to a reduction in the price of the goods or to rescission of the contract where the lack of conformity is so serious as to justify immediate reduction in the price or rescission of the contract. In such cases, the consumer is not obliged to first request the repair or replacement of the goods.

“The consumer is not entitled to have the sale rescinded if the lack of conformity is minor.

“Any period of immobilisation of the goods with a view to their repair or replacement suspends the guarantee that remained in force until delivery of the repaired goods.

‘The rights mentioned above result from the application of articles L. 217-1 to L. 217-32 of the French Consumer Code.

Appendix 3 – General Terms of Use of the Click to Pay Service

Article 1: Definitions

For the purposes of applying and interpreting these terms, words and expressions beginning with a capital letter shall, notwithstanding any definition given in another document, have the meanings set out below, whether used in the singular or in the plural:

“Click to Pay Acceptor” means any merchant who accepts Click to Pay Service as a means of payment on their website.

“Database” means the database dedicated to Click to Pay Service, centralized and administered by the Payment Card Scheme. The Database is fed by card issuers bearing the Payment Card Scheme brand and is used by the Payment Card Scheme when the Customer chooses Click to Pay Service to make a payment on a Click to Pay Acceptor’s website.

“Click to Pay General Terms of Use” mean this appendix which governs the terms and conditions applicable to Click to Pay Service.

“Click to Pay Service” means, when it is available in the Mobile Application, the service managed by a Payment Card Scheme that allows the Customer, once registered in a Database, to select a Card to make an online payment to a Click to Pay Acceptor, without having to enter the Personalized Security Data attached to the Card.

“Payment Card Scheme” retains the definition attributed to it within the meaning of Regulation (EU) 2015/751 of the European Parliament and of the Council of 29 April 2015 on interchange fees for card-based payment transactions.

For all intents and purposes, capitalized terms used in the singular or plural and not defined in this Article shall retain the meaning ascribed to them in the Payment Account Agreement and the Card Agreement, bearing in mind that in the event of any contradiction between the terms defined in the Payment Account Agreement and/or the Card Agreement and those of the Click to Pay General Terms of Use, the terms of the latter shall prevail.

Article 2: Preliminary information concerning Click to Pay Service

Before activating Click to Pay Service, the Customer acknowledges and accepts having been informed of the following:

- To be eligible for Click to Pay Service, the Card must be active, valid and in the Customer's name, and the Internet payment feature must be activated, it being specified that ephemeral cards (or "single-payment card") are not eligible;
- To access Click to Pay Service, the Customer agrees to be registered in a Database and to comply with the conditions mentioned herein;
- Activation and use of Click to Pay Service involve the use of an Internet connection, the costs of which remain the exclusive responsibility of the Customer;
- When the Card used for Click to Pay Service is renewed or in the event of re-manufacture of the Card following damage, the data related to the new Card are automatically updated in Click to Pay Service from the activation of the new Card;
- "Click to Pay" brand and any distinctive sign related to it belong to EMVCo LLC, and are used with its agreement, through the Payment Card Scheme, within the framework of these terms.

Article 3: Purpose of Click to Pay Service

Click to Pay Service is an optional, free service with no commitment period, which allows the Customer, once Click to Pay Service is activated, to simplify online purchases with Click to Pay Acceptors without entering the Personalized Security Data attached to the Card.

When Click to Pay Service is activated and/or used by the Customer within the Mobile Application, Click to Pay Service is governed by the provisions of Click to Pay General Terms of Use and, where applicable, according to the terms and conditions defined by the Payment Card Scheme (available on its website).

Article 4: Activation and operation of Click to Pay Service

4.1. Activation of Click to Pay Service

Click to Pay Service can be activated by the Customer in three different ways:

- From the Payment Card Scheme's website (according to the terms and instructions specific to the aforementioned website);
- From a Click to Pay Acceptor's website (according to the terms and instructions specific to the aforementioned website);
- From the Mobile Application.

The Customer is informed that if Click to Pay Service has been activated from the Payment Card Scheme's website or a Click to Pay Acceptor's website, this activation will be automatically detected by Lydia Solutions and will allow the Customer to benefit from Click to Pay Service from the Mobile Application, it being specified that the Customer's electronic address used for Click to Pay Service will be the main electronic address used for the Mobile Application.

The Customer acknowledges and accepts that the activation of Click to Pay Service implies:

- the Customer's full and complete acceptance of Click to Pay General Terms of Use,
- the Customer providing the following data: their email address, their mobile phone number and any other information requested by the Payment Card Scheme under Click to Pay Service (example: billing address), and selecting the Card. To this end, the aforementioned data will be associated with the Card within the Database,
- the possibility for the Customer to register several Cards, the number of which is limited and specified in the Manual, it being recalled that this limitation is subject to change at any time, particularly for security reasons.

To find out more about activating Click to Pay Service, the Customer can consult the Manual.

4.2. Operation of Click to Pay Service

When making an online payment on a Click to Pay Acceptor's website, the Customer will be invited to choose different payment methods, including Click to Pay Service.

Once Click to Pay Service is selected, the Customer must follow the on-screen instructions to finalize their online payment (example: entering personal data).

By selecting Click to Pay Service as a mean of payment, the Customer acknowledges and accepts that the Database is used by the Payment Card Scheme to match the Customer's personal data, holder of a Card, which were entered by the Customer in the Database (examples: email address, mobile phone number) and the data of the Card used with a Click to Pay Acceptor (examples: number, expiry date).

The success of the aforementioned data matching produces the following effects:

- payment via Click to Pay Service will be made under the same conditions as those provided for an online payment by entering the Personalized Security Data attached to a Card, and
- the Payment Account will be debited accordingly (according to the same procedures as those described in the Payment Account Agreement).

In any event, it is recalled that Lydia Solutions remains uninvolved in any dispute that may arise between the Customer and the Click to Pay Acceptor.

Furthermore, the Customer acknowledges and accepts that the operation of Click to Pay Service may also be subject to (i) incidents resulting in particular from technological developments beyond the control and/or will of Lydia Solutions, and/or (ii) restrictions decided by the Payment Card Scheme and/or provided for by the regulations in force.

To find out more about the operation of Click to Pay Service, the Customer can consult the Manual.

4.3. Suspension or blocking of Click to Pay Service

Lydia Solutions reserves the right to suspend or block Click to Pay Service in the event of fraud or suspicion of fraud, non-compliance with the Click to Pay General Terms of Use, in application of the regulations in force, a court decision or at the request of the Payment Card Scheme or the supervisory or regulatory authority, or in the event of actions by the Customer listed in the List of prohibited activities when using the Lydia Solutions services.

Any suspension or blocking of the Payment Account and/or the Card renders Click to Pay Service inoperable.

Article 5: Obligations and liability of the Parties

5.1. Customer's obligations and liability

From the activation of Click to Pay Service, the Customer undertakes to comply with the usage conditions and other limitations applicable to Click to Pay Service, as described in the Click to Pay General Terms of Use.

The Customer is responsible for the safekeeping of any security data (including any Personalized Security Data) communicated to them in connection with the use of Click to Pay Service, and undertakes not to disclose it to third parties.

In the event of the Customer's failure to comply with any of the provisions set out herein, the Customer may be held liable to Lydia Solutions and owe compensation for the damage caused.

5.2. Obligations and liability of Lydia Solutions

From the activation of Click to Pay Service and subject to the Customer's compliance with these terms, Lydia Solutions will allow the Customer to use Click to Pay Service according to the terms and conditions provided by the Click to Pay General Terms of Use.

Lydia Solutions is responsible for the execution of any payment operation carried out from Click to Pay Service, under the same conditions and limits as those mentioned in the Payment Account Agreement and provided for by the applicable regulations.

Lydia Solutions shall not be held liable in any of the following cases:

- If one of the conditions and/or usage limitations applicable to Click to Pay Service has not been complied with by the Customer;
- If the Customer provided inaccurate or incomplete information when activating and/or using Click to Pay Service;
- If the temporary or definitive interruption of Click to Pay Service results from an event beyond the control and/or will of Lydia Solutions (example: force majeure, decision of the Payment Card Scheme);

- If the Customer disclosed confidential data (including any Personalized Security Data) related to Click to Pay Service to a third party;
- If Click to Pay Service does not function under normal conditions, particularly due to a malfunction affecting the Customer's equipment or the Click to Pay Acceptor's website;
- If access to Click to Pay Service or its operation is interrupted, suspended, blocked or revoked by Lydia Solutions in application of the Click to Pay General Terms of Use.

Article 6: Data processing associated with Click to Pay Service

The activation and use of Click to Pay Service imply an exchange of data between Lydia Solutions and the Payment Card Scheme, particularly the data of the Card registered for the use of Click to Pay Service.

To this end, the Payment Card Scheme will process the data received and carry out various verifications with its Database, so that Click to Pay Service can be functional.

By activating Click to Pay Service, the Customer acknowledges having given their consent to the processing of their personal data for the aforementioned purposes and in connection with Click to Pay Service.

The Customer may withdraw their consent at any time, notably by deactivating Click to Pay Service in the Mobile Application, it being specified that the withdrawal of this consent will no longer allow them to use Click to Pay Service.

For all intents and purposes, it is recalled that the Payment Card Scheme and Lydia Solutions act respectively as data controllers in the context of processing the Customer's personal data for the activation and use of Click to Pay Service. The Customer may contact Lydia Solutions or the Payment Card Scheme to exercise their rights in connection with their personal data (right of access, right of modification, right to erasure, etc.), under the conditions and limits permitted by the regulations in force.

In any event, the Customer can consult the [personal data protection policies of Lydia Solutions](#) and the Payment Card Scheme (available on its website) at any time.

Article 7: Modification and revocation of Click to Pay Service

7.1. Modification of Click to Pay Service and the Click to Pay General Terms of Use

The Customer acknowledges and accepts that Click to Pay Service is subject to change and may be modified at any time, particularly depending on technological developments. To this end, the Customer authorizes Lydia Solutions to:

- interrupt, block or modify, at any time, the total or partial access and/or operation of Click to Pay Service, in order to preserve its reliability and security;
- make any technical modification or improvement useful for the development and security of Click to Pay Service at any time.

Similarly, Lydia Solutions may modify the Click to Pay General Terms of Use at any time, under the same terms and conditions as those mentioned in the Payment Account Agreement.

7.2. Deactivation or revocation of Click to Pay Service

The Customer may deactivate Click to Pay Service at any time from the Mobile Application, it being specified that Click to Pay Service will be inoperable from the time of its deactivation by the Customer, without prejudice to the completion of ongoing operations.

Lydia Solutions may revoke access to Click to Pay Service at any time under the same termination terms and conditions as those mentioned in the Payment Account Agreement.

Notwithstanding the foregoing, Lydia Solutions also reserves the right to revoke access to Click to Pay Service and/or terminate the Click to Pay General Terms of Use without notice and with immediate effect, particularly in the event of repeated suspension or blocking of Click to Pay Service carried out in application of Article 4.3 of the Click to Pay General Terms of Use, or in the event of abusive operation of Click to Pay Service or abnormal operation of the Payment Account and/or the Card in connection with the use of Click to Pay Service, or in the event of reprehensible conduct by the Customer.

7.3 Consequences of deactivation or revocation of Click to Pay Service

Any deactivation or revocation of Click to Pay Service (at the initiative of the Customer or Lydia Solutions), for whatever reason, will result in the Customer no longer being able to access and use Click to Pay Service to finalize a purchase with a Click to Pay Acceptor, subject to the completion of ongoing operations.

Termination of the Payment Account Agreement, and/or the Card Agreement and/or the closure of the Payment Account entail the revocation of Click to Pay Service. Conversely, the revocation of Click to Pay Service does not entail the termination of the Payment Account Agreement, nor the termination of the Card Agreement, nor the closure of the Payment Account.