

**General Terms and Conditions of Use of Payment Services**  
**eMerchant**  
**2018 Version**

**Concluded between**

**The Partner**, Holder of a Payment Account on the one hand

and,

**LEMON WAY**, a simplified joint stock company [société par actions simplifiée - SAS], registered under the SIREN number 500 486 915, with capital of 1 102 268,08 euros and registered office located at 15 rue de la Beaune, 93100 Montreuil, in France, (hereinafter referred to as "LEMON WAY"), registered with the ACPR, France, website <https://acpr.banque-france.fr/> 61 rue Taitbout 75009 Paris, as a hybrid Payment Institution, under the number 16 568 J, on the other hand.

**NOTICE**

The payment services Framework Agreement includes:

- these General Terms and Conditions of Use,
- the pricing conditions included in Appendix A.

These documents form an indivisible package and govern the Conditions of Use to be abided by Partners of the payment Services provided by LEMON WAY.

In order to keep a copy of these documents, the Partner may, at any time, consult them, reproduce them, store them on their computer or any other device, send them by email or print them on paper. They may also request that a copy be sent to their address, free of charge, by LEMON WAY.

In accordance with applicable law, it is possible, at any time, to check LEMON WAY's authorisation as a payment institution on the [regafi.fr](http://regafi.fr) website. LEMON WAY's internet site, as a payment institution, is as follows: [www.lemonway.com](http://www.lemonway.com)

**1- SUBJECT**

These "General Terms and Conditions of Use of Payment Services" may, at any time, be consulted on LEMON WAY's internet site ([www.lemonway.com](http://www.lemonway.com)). The aforementioned conditions govern the way in which LEMON WAY opens a Payment Account for a Partner and provides its payment services. The Partner should read said conditions carefully before accepting them.

**2- DEFINITIONS**

When the first letter of the terms used in these General Terms and Conditions of Use take a capital letter, regardless of whether they are in singular or plural form, they are taken to mean the following:

- Beneficiary: legal or moral entity appointed by the Partner as the recipient of a transfer originating from their Payment Account. The Beneficiary must have an account opened with a third-party payment services provider. The Beneficiary may be the Partner.
- Framework Agreement: a payment services Framework Agreement as defined in article L.314-12 of the French Monetary and Financial code, concluded between LEMON WAY and the Partner, comprising these General Terms and Conditions of Use and the pricing conditions included in Appendix A.
- Payment Account: an account opened with LEMON WAY in order to record ingoing and outgoing payment Transactions, the fees owed by the Partner and any chargebacks related to these Transactions, as well as to settle said amounts on the date of their recording in order to produce a net balance.
- Payment Transaction: an action involving the wiring, transfer or withdrawal of funds from or to a Payment Account, regardless of any underlying obligation between the Partner and their users.
- Payment Order: approval from the Partner granted in accordance with the customised plan and procedures agreed between the Partner and LEMON WAY, in order to authorise a payment Transaction.
- Partner: a legal entity and holder of a Payment Account who uses the Partner Website to sell goods and/or services, in its name and on its own behalf, to users of its Website.
- Provision: amount available as credit on a Payment Account that may be allocated to the execution of future payment Transactions, as determined by LEMON WAY after taking into account pending Transactions and blocked fund amounts, set out in article 5-.

- Third-party payment services provider: a payment services provider, approved by a competent authority within the European Economic Area, that has opened a bank or Payment Account in the Partner's name.
- Payment Services: services provided by LEMON WAY under the Framework Agreement, including the execution of transfers and the acquisition of payment orders by card and bank transfer, as well as the cashing of cheques.
- Website: Refers to the website <https://www.lemonway.com/>, through which LEMON WAY provides its payment Services.
- Partner Website or Website: Refers to the website and/or application operated by the Partner, whose details are indicated on the Open an Account form.

### **3- OPENING A PAYMENT ACCOUNT**

The Partner must comply with the conditions of opening a Payment Account, as described below.

#### *3.1 - Prior statements from the Partner and transmission of identification documents*

The Partner, a legal entity, expressly states that they are able and/or have received the necessary authorisation to use the payment Services provided by LEMON WAY and guarantees the latter against any liability resulting from a false statement.

The Partner declares that they are acting on their own behalf. The Partner must use the services provided by LEMON WAY in good faith, solely for legal purposes and in accordance with the provisions of the Framework Agreement.

The Partner states that they are registered to operate and market its business in France or in a member State within the European Economic Area, pursuant to LEMON WAY's approval. The list of eligible countries is available, at any time, on the following website: <https://www.regafi.fr>

The Partner shall provide the following information (The list of documents required at the start of the relationship is non-exhaustive):

- A description of the business,
- A K-BIS document or equivalent under foreign law,
- The company statutes, certified as true copies by the managing partner,
- A proof of identity and address from the officer who signed the Framework Agreement,
- The list of people in possession of more than 25% of the company's capital.

If the Partner is represented by an association, it must also provide the following documents (The list of documents required at the start of the relationship is non-exhaustive) :

- A copy of a valid proof of identity and passport of the officer who signed the Framework Agreement,
- A proof of address for the signee, dated less than three (3) months,
- A copy of the association's activity authorisation,
- The association's statutes.

LEMON WAY reserves the right to request any other document or additional information that may be required to carry out the necessary checks and ensure compliance with legal obligations, including those involving anti-money laundering.

The Partner states that they meet the VISA and MASTERCARD rules, particularly with regard to their commercial activity. Upon entering into a business relation, the Partner is provided with a business declaration and risk classification form, which they then sign. The Partner's business must be legal at all times and match the nature of business declared in the aforementioned form. All commercial activities that LEMON WAY does not accept, including those that are legal, are listed on the aforementioned form.

#### *3.2 - Terms of signature of the Framework Agreement*

The form for opening a Payment Account must be signed by the Partner by any means possible after they have read and understood the terms of the Framework Agreement. In such a case, the Partner must have carefully read, understood and accepted the Framework Agreement in its entirety.

#### *3.3 - Acceptance/refusal to open a Payment Account*

LEMON WAY may refuse to open a Payment Account for any reason without having to justify their decision. Such a refusal shall not result in the payment of damages.

Subjected to the express and written authorisation of the legal representative, the minor under eighteen (18) years old may open a payment account.

The required identification documents shall be those of the legal representative who has given his or her express and written authorisation.

#### **4- ACQUISITION OF PAYMENT ORDERS BY CARD**

The Partner carries out the acquisition of payment orders by card.

A payment Order is deemed irrevocable once the details of the payment card have been entered, or if the card has already been saved in the system, once the CVV2 Code has been entered. LEMON WAY may refuse to register a bank card or payment card or may, at any time, cancel the backup of such information as a security measure. In this case, the user must enter their bank card or payment card details each time they wish to make a purchase on the Website.

LEMON WAY may at any time refuse to accept an incoming payment from a high risk and non-cooperative jurisdiction in accordance with the FATF public statement; from countries considered as tax havens by the European Union; from persons appearing on the Unique Freeze List from the Directorate-General for the Treasury, the European Union Freez List and the FOCA Freeze List.

In order to protect the Partner, LEMON WAY sets credit ceilings, which may be more restrictive than the Partner's ceilings. The platform sets single ceilings per day, per month and per year, as well as all forms of restriction necessary to prevent fraud.

The Partner is hereby informed that any payment Transaction that is likely to surpass the ceilings applied will be automatically rejected by LEMON WAY.

LEMON WAY will register the funds resulting from the acquisition of a payment Order by card as soon as possible, and no later than by the end of the working day they were received by LEMON WAY, in accordance with the above-mentioned provisions.

The Partner acknowledges that payments are not guaranteed by LEMON WAY. For any Transaction made by bank or payment card that may entail an outstanding, rejected or blocked payment, LEMON WAY will automatically deduct the corresponding amount from the balance of the Payment Account. If the account balance does not contain sufficient funds, LEMON WAY is authorised to use all necessary means against the Partner in order to recover the outstanding amount. Furthermore, LEMON WAY is entitled to refuse any subsequent payment made using the card that gave rise to the payment incident.

In addition, LEMON WAY will debit the Partner's Payment Account for rejected payment Transactions and other penalties that may be imposed by VISA or MASTERCARD.

LEMON WAY will register the funds resulting from the acquisition of a payment Order by card or credit transfer as soon as possible, and no later than by the end of the working day they were received by LEMON WAY, in accordance with the above-mentioned provisions.

#### **5- DEBITING A PAYMENT ACCOUNT BY TRANSFER**

##### *5.1 - Initiating a payment Order*

LEMON WAY provides a payment service that enables Partners with a Payment Account to instruct LEMON WAY to carry out one-off or periodic transfers, on the condition that the available Account Provision is greater than the total transfer amount (fees included) when LEMON WAY receives the payment Order. In the event that the available Provision is insufficient, the payment Order will be automatically refused.

The available Provision corresponds to the net balance of the Payment Account, excluding the blocked Provision. The blocked Provision amount is determined by LEMON WAY in order to cover possible chargebacks arising from a stop payment Order. Such a stop payment order may take effect within 13 months of the debit being made on the Account.

The payment Order must include the following information:

- The amount in euros (€);
- The surname and forename of the Beneficiary;
- The number of the account opened with the third party payment services provider.

The Partner recognises that the currency of its Payment Account is different to that of the Beneficiary's account,

into which it is transferring the funds. As such, currency exchange charges will be deducted by the Beneficiary's payment services provider. The Partner and the Beneficiary's payment service provider are responsible for informing the Beneficiary of the fees and execution times before any acquisitions of Orders involving currency exchange charges are carried out. The Partner must communicate this information to the payer Account Holder

LEMON WAY shall not be held liable if the bank details sent for transfer requests are incorrect or not up to date.

#### *5.2 - Irrevocability of a payment Order*

In accordance with article 5.1, a payment Order effectively issued by a Partner is irrevocable once the single-use code has been entered, after which the Partner cannot request its cancellation.

#### *5.3 - Applicable standard in the identification of the Account Holder*

The Account Holder is subject to the following standard:

- If the Account Holder is a private individual, they are hereby informed that LEMON WAY will ask the Account Holder to provide additional identification documents.

- If the Account Holder is a legal person, LEMON WAY will automatically request all the identification documents required prior to opening their Payment Account.

Any payment Transaction without identification documents will be automatically rejected by LEMON WAY.

In the event of a risk of fraud, LEMON WAY may, at any time, activate other ceilings or blocks applied to Orders.

LEMON WAY reserves the rights to reverse a payment Transaction if the transfer of funds made by bank or payment card for the purposes of crediting the Payment Account is rejected or cancelled by the card issuer or payment card for the purposes of crediting the Payment Account is rejected or cancelled by the card issuer.

#### *5.4 - Execution times*

In accordance with the decree of 29 July 2009 and under article L.314-2 of the Monetary and Financial code, the maximum execution times for payment services are as follows:

- If it is made out in euros and intended for a credit institution located in a European Union member state, a payment Transaction initiated on a given working day will be executed by LEMON WAY no later than the following working day;
- If it is made out in euros and intended for another Payment Account, a payment Transaction initiated on a given working day will be executed by LEMON WAY no later than said working day.

## **6- REPORTING**

#### *6.1 - By transaction*

Whenever LEMON WAY carries out or acquires a payment Transaction, it will automatically send a Transaction confirmation email to the Partner. This email contains all information relating to the payment Transaction, such as: the Beneficiary or payer's identity, the payment Transaction description, amount, date and time, as well as the applicable payment conditions.

#### *6.2 - Account statements*

All payment Transactions are displayed within an account statement, which is updated in real time for each Payment Account. The Partner may consult their account statement by logging into their dedicated environment.

The Partner will have access to the statements, displaying all incoming and outgoing payment Transactions registered on their Payment Account.

The consultation period lasts for two (2) years, in addition to the current year. LEMON WAY will keep all records and documents relating to the payment Transactions carried out on an electronic archiving medium for the statutory time limits.

## **7- CONTRACT DURATION AND DATE OF EFFECT**

The Framework Agreement comes into effect for an indefinite period as soon as the Partner has accepted this Contract.

The Partner has a window of fourteen (14) calendar days to freely withdraw from the Contract, on the condition that they meet the definition of article D.341-1 of the Monetary and Financial Code. This short time frame starts the day the Framework Agreement is concluded, that is to say the day the Partner accepts these General Terms and Conditions. Within this withdrawal window, the fulfilment of the Framework Agreement cannot start unless expressly requested by the Partner. The Partner expressly acknowledges and accepts that any payment instruction they send to LEMON WAY prior to the expiration of this withdrawal window, constitutes an express request for the fulfilment

of the Framework Agreement. The Partner will therefore not be entitled to cancel any payment instructions they send and confirm during this withdrawal window.

The Partner may exercise their right to withdraw without penalty or need for justification.

The Partner must notify LEMON WAY of their decision to withdraw by sending a registered letter with acknowledgement of receipt to LEMON WAY's headquarters before the end of the fourteen-day window. If the Partner does not exercise their right to withdraw, the contract shall be maintained in accordance with the provisions of these General Terms and Conditions. Beyond this point, in order to terminate the Framework Agreement, the Account Holder must follow the termination conditions specified in article 19-.

## **8- COMPLAINTS**

LEMON WAY will not accept complaints pertaining to relations between the Partner and a third party. This article of the Framework Agreement only covers complaints pertaining to the lack of or poor execution of a payment Transaction carried out by LEMON WAY.

Complaints (disputes, right to opposition, access and rectification, etc.) may be made freely, upon request and addressed to LEMON WAY at the email address: [reclamation@lemonway.com](mailto:reclamation@lemonway.com) or by written letter to the following address:

LEMON WAY  
Complaints Department  
14, rue de la Beaune  
93100 Montreuil

Any dispute or request relating to:

- information communicated by LEMON WAY under the Framework Agreement,
- an error committed during the fulfilment of the payment Services or lack thereof,
- an error committed by LEMON WAY in the deduction of commission, tax or fees,

must be notified to LEMON WAY by the Partner as soon as possible after the day the Partner becomes aware or is believed to have become aware of such an event or within any longer time frame specified by special provisions or by law.

In accordance with the ACPR's 2011-R-05 recommendation of 15 December 2011, an acknowledgement of receipt will be sent within a maximum of ten (10) days. Complaints will be processed within a maximum of two (2) months after receipt.

A complaints form is also available on our internet site: <http://www.lemonway.com/reclamation>

## **9- FEES**

In return for providing the Partner with payment Services, LEMON WAY will receive remuneration, the amount and conditions of which are indicated in the Pricing Conditions included in Appendix A. The prices indicated are not inclusive of tax.

The amount of fees payable is defined by LEMON WAY in relation to the basis for calculation set out in Appendix A. Invoices are payable by the Partner in full and are debited from the Partner's Payment Account at the frequency agreed in Appendix A. Where necessary, they will be deducted at the end of the month. The invoices are deemed to be net amounts and not inclusive of discounts.

The processing fees for outstanding payments, rejections or oppositions may be deducted by LEMON WAY, but no more than €150, in accordance with article L.133-19 of the Monetary and Financial Code.

Failure to pay an invoice by the required date will incur a late payment interest equal to three times the (EONIA) legal interest rate. Interest payments are calculated *pro rata temporis* over the period of a month (each month that has begun to be paid in full) and are accrued at the end of each calendar year.

LEMON WAY may amend the prices in Appendix A, subject to sending any form of notification to the Partner. The amendment may take effect within two months of the notification being sent to the Partner. If the monthly fraud rate exceeds 0.2% in volume, LEMON WAY may immediately amend the prices by simple notification or by terminating this contract in accordance with article 19-.

## **10- SECURITY**

#### *10.1 - Notification obligation*

It is the Partner's duty to immediately inform LEMON WAY of any suspected fraudulent access or use of their Payment Account or of any event that is likely to result in such a use, including but not limited to: loss, accidental disclosure or hacking of their Payment Account login details or a non-authorised transaction.

This notification must be sent by email to the following email address: [alerte.lcbft@lemonway.com](mailto:alerte.lcbft@lemonway.com) and must be confirmed by written post to the following address:

LEMON WAY  
14, rue de la Beaune  
93100 Montreuil  
France

#### *10.2 - Prevention*

LEMON WAY undertakes to make every effort to prevent any other use of the Payment Account.

#### *10.3 - Use of cookies*

LEMON WAY hereby informs you that cookies (files sent by the LEMON WAY server and saved on the internet browser's computer hard drive) may be used within the framework of the payment Services. Above all, the purpose of these cookies is to improve the functioning, and particularly the speed, of the payment Service. The Partner informs its users that they may refuse LEMON WAY's use of cookies by modifying their browser settings, however this may affect the quality of their use of the payment Services.

#### *10.4 - Disruption to payment Services*

LEMON WAY undertakes to implement all reasonable means available to provide a permanent service. However, LEMON WAY does not guarantee continuous, uninterrupted access to the payment Services. Consequently, LEMON WAY shall not be held liable for any delay and/or total or partial inaccessibility to the payment Services if such events are caused by factors beyond its reasonable control.

The Partner is hereby informed that LEMON WAY may occasionally interrupt access to all or part of the payment Services:

- in order to carry out repairs, maintenance or improvements,
- in the event of a suspected hacking attempt, embezzlement or any other security risk,
- upon request or instructions from competent, qualified individuals or authorities.

LEMON WAY may not, under any circumstances, be held liable for damage caused as a result of this suspended service.

As soon as normal service is restored, LEMON WAY will implement all reasonable means to process all pending payment Transactions as quickly as possible.

#### *10.5 - Objection to a security measure*

The Partner may file an objection by contacting LEMON WAY by email at [support@lemonway.com](mailto:support@lemonway.com) or by phone on: +33 1 48 18 19 30

The objection will be assigned a registration number and will be stored for 18 months. Upon written request from the Partner, and prior to the expiration of this storage period, LEMON WAY will send a copy of this objection to said Account Holder.

LEMON WAY shall not be held liable for the consequences of an objection that was not filed by a Partner. An objection request is deemed to have been made on the date it was effectively received by LEMON WAY or any other person authorised by the latter for this purpose. In the event of theft or fraudulent use, LEMON WAY is authorised to request a receipt or copy of the filed complaint from the Partner, who undertakes to respond as quickly as possible.

LEMON WAY will block access to the Payment Account and will make the Partner's Payment Account login details inoperative. New login details will be sent to the Partner the same way they were sent the first time upon opening the Payment Account.

### **11- LIABILITY**

In accordance with article L.133-22 of the Monetary and Financial Code, LEMON WAY is responsible, under articles L.133-5 and L.133-21 of said Code, for successfully executing payment Transactions for the payer Partner, until the funds are received by the Beneficiary's third party payment service provider. In the event that LEMON WAY is responsible for a poorly executed payment Transaction, it will return the amount in question to the payer and will restore the debited account to the situation that would have prevailed if said poorly executed payment Transaction

had not taken place.

In accordance with article 8-, if a Partner wishes to dispute a payment Transaction that they have not personally authorised, they must contact the Partner customer services as soon as possible after learning of the irregularity and no later than thirteen (13) months after such a transaction is registered within the payment Transaction Account. Non-authorised Transactions executed prior to notification of the objection are the responsibility of the Partner.

LEMON WAY shall not be held liable in case of Partner misconduct, such as a wilful misconduct, or constituent of a serious failure to meet its obligations, a late communication of an objection or bad faith.

Payment Transactions carried out after objection by the Partner are borne by LEMON WAY, except for cases of fraud.

LEMON WAY does not have the right to cancel an irrevocable payment Order on the Partner's request.

LEMON WAY shall not, under any circumstances, be held liable for indirect damages, such as commercial harm, loss of customers, commercial disruption, loss of profit or damage to brand image suffered by a Partner or third party, that may have resulted from the payment Services it provides. Any action brought against a Partner by a third party is treated as indirect damage and therefore does not entitle the former to compensation.

Unless otherwise stipulated in these General Terms and Conditions or mandatory laws, and without causing prejudice to other grounds for excluding or limiting responsibility defined by this contract, LEMON WAY may not, under any circumstances, be held responsible for any damage caused by a force majeure event or event beyond its control or any measure or legislative provision enforced by the French or foreign authorities. Force majeure events or events beyond its control are deemed to include, but are not limited to: a power cut, a fire or flood, a strike held by its staff or one of its subcontractors or providers, a malfunctioning of banking systems or bank card payment systems, a war, civil unrest, a riot or occupation of the territory by foreign forces, negligence on the part of a third party with regard to jurisprudence and the doctrine, such as the persons responsible for providing electricity or telecommunications services.

## **12- PROTECTION OF THE PARTNER'S FUNDS**

LEMON WAY will hold the available funds credited to the Partner's Payment Account at the end of each working day in a holding account opened with BNP Paribas.

## **13- INACTIVE PAYMENT ACCOUNT**

A Payment Account is deemed inactive if:

- the Payment Account has not processed any payment Transactions, excluding deductions made by LEMON WAY for fees and commissions of all kinds, for twelve (12) months, during which
- the Partner holding the Account, their legal representative or person authorised by them to act on their behalf has not presented themselves to LEMON WAY, in any way, shape or form, the assets registered on the inactive Payment Account are deposited with the *Caisse des dépôts et consignations* (Deposits and Consignments Fund) after a period of ten (10) years, starting from the date of the last payment Transaction, excluding amounts debited by LEMON WAY, such as fees and commissions of all kinds.

## **14- INTELLECTUAL PROPERTY**

Under the General Terms and Conditions of this contract, no intellectual property rights regarding the use of payment Services or services rendered by LEMON WAY shall be transferred to the Partner.

The Partner undertakes not to infringe on the rights held by LEMON WAY, and will refrain from reproducing or adapting all or part of existing and future intellectual and hardware components and accessories that it may have had access to during the fulfilment of this Contract, regardless of the medium used.

LEMON WAY has full ownership of all rights relating to the software used to provide payment Services. They are part of its trade secrets and confidential information, regardless of the fact that some of the components may or may not be protected under the current state of the law by intellectual property rights.

If applicable, the Partner and its staff shall regard LEMON WAY's software and related documentation as intellectual work and will refrain from copying them, reproducing them, adapting them, distributing them free of charge or against payment, translating them into any other language or adjoining any object to them that does not comply with their specifications.

LEMON WAY has full ownership of the brand "LEMON WAY". The Partner undertakes not to delete references to the "LEMON WAY" brand from any element provided or made available by LEMON WAY, such as software, documents or advertising banners.

## **15- CONFIDENTIALITY**

The Partner undertakes to respect the strictest confidentiality regarding all technical, commercial or other information to which he may become privy through the fulfilment of payment Services.

This duty of confidentiality will remain in effect for the duration of the Account Holder's subscription to the payment Service and for the three (3) years following the termination of the Framework Agreement. This duty of confidentiality does not apply to information that is or may become available to the public through no fault of the Partner. The Parties understand that payment Transactions are covered by professional secrecy, pursuant to article L.519-22 of the Monetary and Financial Code.

## **16- COLLECTION AND PROCESSING OF PERSONAL DATA**

Lemon Way's Website is accessible without providing any personal information. However, in order to use our services, the collection of your personal data is a condition for concluding the contract. In accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing personal data and the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and with Act n°78-17 of 6 January 1978 on Information Technology, data files and civil liberties, Lemon Way hereby informs you:

### *16.1 Identification of data Controller*

LEMON WAY SAS, head office located at 14 rue de la Beaune, 93100 Montreuil - France. Tel: + 33 (0) 1 48 18 19 30.

### *16.2 Data Protection Officer*

You can reach the Data Protection Officer on the following e-mail address: [dpo@lemonway.com](mailto:dpo@lemonway.com) and on the following telephone number: + 33 (0)1 48 18 10 41.

### *16.3 Purposes of the processing operation*

Within the framework of the usage of own website and own services, the processing of personal data has as purpose the management of customers, the creation and management of accounts, the management of contracts, the management of cancellations, the management of litigation, the management of the website, mailing, communications, the creation of accounts, verifications in the anti against money laundering and counter-terrorism financing, prospecting, client management, the elaboration of statistics, the managing queries related to "law of persons", the implementation of partners, the management of support.

### *16.4 Nature of the collected data*

Lemon Way collects directly and indirectly the following categories of data concerning its Users: Civil status, identity, identification data...

- Data related to professional activity (CV, education, professional training, etc.);
- Economic and financial information (income, financial situation, tax situation, etc.);
- Connection data (IP addresses, event logs...)

### *16.5 Source of data collection*

Lemon Way collects personal data directly through a contract, a legal obligation, the consent of the person or the legitimate interest of the company. Lemon Way also collects personal data indirectly in order to comply with the anti-money laundering and anti-terrorist financing regulations.

### *16.6 Consent requirement*

Personal data shall be collected on the sole condition of an explicit clear consent of the user. The latter may withdraw his consent any time. You can withdraw your consent via the adress [dpo@lemonway.com](mailto:dpo@lemonway.com).

### *16.7 Legitimate interest of the processing operation*

When Lemon Way collects and uses personal data on the basis of legitimate interest, its purpose is to prospect for customers and develop the number of its partners.

### *16.8 Scoring*

Scoring is only set up in the anti against money laundering and terrorism financing.

### *16.9 Data recipients*

The recipients of your personal data are Lemon Way's authorised employees, the supervisory authorities, our partners and our subcontractors. Your personal data may also be disclosed pursuant to a law, regulation or decision of a competent regulatory or judicial authority.

### *16.10 Data retention period*

The personal data collected by Lemon Way are kept for the necessary period until the purpose is fulfilled. The collected data becomes intermediate archives or are anonymised and kept for statistical and historical purposes. Purges concerning your personal data are set up in order to verify the effective deletion as soon as the conservation or archiving period necessary for the fulfilment of the determined or imposed purposes when is fulfilled.

### *16.11 Rights of persons*



In accordance with the provisions in force, you have rights concerning your personal data which you can exercise by writing to the postal address mentioned in point 1 by sending it to the DPO or by writing to [dpo@lemonway.com](mailto:dpo@lemonway.com)

#### **Ø Right of access**

You have the right to access your personal data. However, for security and confidentiality reasons, your request can only be processed if you provide proof of identity.  
Lemon Way can oppose or set up billing for manifestly abusive requests (large number of requests, repetitive or systematic nature).

#### **Ø Right of rectification**

You have the right to request the rectification of your personal data when they are inaccurate, erroneous, incomplete or obsolete.

#### **Ø Right to limitation**

You have the right to request the limitation of your personal data. When the right to limit is requested, Lemon Way may only store the data. No other operation can take place.

Right to portability

You may request to retrieve the personal data you have provided to Lemon Way in a structured, commonly used and machine-readable format for transmission to another data controller. This right can only be used if the processing of your data is based on the consent of the data subject or on a contract.

#### **Ø Right of opposition**

You have the right to object to the use of your data in two situations:

You have legitimate reasons;

The data collected are used for commercial purposes.

#### **Ø Right to erasure**

You have the right to request the deletion of your data as soon as possible if one of the grounds in Article 17(1) of the European Data Protection Regulation applies.

If the data of the data subject have been transmitted to other entities, the "right to forget" mechanism is triggered: the controller must take all reasonable measures to inform the other entities that the data subject has requested the deletion of any link to his/her personal data, or of any copy or reproduction thereof.

#### **Ø Post-mortem law**

You have the option of defining guidelines regarding your personal data after your death. If necessary, your heirs may require consideration or updates.

#### *16.12 Response Time*

Lemon Way commit to respond to your request for personal access data or the exercise of your rights within 1 month of receipt of your request.

#### *16.13 Data transfer*

Lemon Way uses an authorised service provider located in the European Union.

In case of transfer to a third country, Lemon Way complies with the European Data Protection Regulation by using partners or subcontractors with adequate safeguards through an adequacy procedure, standard contractual clauses or internal company rules.

#### *16.14 Commission Nationale Informatique et Libertés (CNIL)*

If you consider that Lemon Way does not respect its obligations under the Data Protection Act or the European Data Protection Regulation, you can send a complaint or a request to the competent authority. Lemon Way's head office being located in France, the competent authority is the Commission Nationale Informatique et Libertés. You can contact the Commission Nationale Informatique et Libertés electronically via the following link: <https://www.cnil.fr/fr/plaintes/internet>.

### **17- AGREEMENT ON PROOF**

The Partner and LEMON WAY both consider communications made by email as valid forms of proof.

All information saved in LEMON WAY's computer databases regarding payment Orders and Transactions have, until proven otherwise, the same probative value as a hand-signed paper copy, both in terms of their content and the date and time they were produced and/or received. These unalterable, secure and reliable traces are embedded and saved within LEMON WAY's computer systems.

Documents held by LEMON WAY that replicate this information, as well as copies or reproductions of documents produced by LEMON WAY, have the same probative value as the originals, unless proven otherwise.

## **18- ACCOUNT SUSPENSION**

LEMON WAY may pronounce the temporary and immediate suspension of a Payment Account for any reason, particularly:

- if the Partner has not met the provisions of the Framework Agreement,
- if the Partner has provided LEMON WAY with inaccurate, expired or incomplete identification information,
- in the event of a risk of fraud, money laundering or financing of terrorism or a risk that may affect the Payment Account's security,
- in case of a significantly heightened risk regarding the Partner's inability to fulfil its payment obligations,
- in the event that LEMON WAY receives a significant number of repayments or payment Order cancellations or disputes against non-authorised Orders.

This decision shall be justified and notified to the Partner by any means possible. The purpose of suspending a payment Account is to protect the Partner and may not, under any circumstances, result in the payment of damages to the latter.

The payment Account will be reactivated at LEMON WAY's discretion.

Depending on the seriousness of the failure to comply with the Framework Agreement, and particularly if the Beneficiary has sold illegal products, LEMON WAY reserves the right to terminate the Framework Agreement in compliance with the provisions of article 19-.

## **19- TERMINATION OF THE FRAMEWORK AGREEMENT**

The Partner may automatically terminate the Framework Agreement, which will result in the closure of their Payment Account, by registered letter with acknowledgement of receipt, following compliance with a month's notice. They must maintain a sufficient Provision in order to ensure the completion of pending payment Transactions, until they have been resolved, and all outstanding fees have been paid.

LEMON WAY may automatically terminate the Framework Agreement, which will result in the closure of their Payment Account, by registered letter with acknowledgement of receipt, following compliance with a month's notice.

In the event of gross negligence by one of the Parties, the Framework Agreement may be terminated with immediate effect by simple written notification from the prevailing Party. Gross negligence by the Partner is understood to mean: communication of false information; engaging in illegal activity, contravening standards of public decency; money laundering or financing of terrorism; threats to agents of LEMON WAY or the Partner site; defaulted payment; failure to comply with an obligation of this contract; termination of relations between the Partner and Partner site; excessive debt or, for legal entities, the nomination of a special mediator and insolvency administrator to initiate rehabilitation or liquidation proceedings. Gross negligence by LEMON WAY is understood to mean: communication of false information; failure to comply with an obligation of these terms and conditions; the nomination of a special mediator and insolvency administrator to initiate rehabilitation or liquidation proceedings.

In the event of a modification to applicable regulations and their interpretation by the relevant regulatory authority that may affect the ability of LEMON WAY or its authorised representatives to carry out payment Transactions, the Framework Agreement will automatically be terminated. The Partner may no longer send payment Orders after the effective termination date. The Account may be maintained for a period of 15 months for the purpose of dealing with possible subsequent disputes and complaints. Payment Transactions initiated before the termination date will not be affected by the termination request and must be fulfilled under the terms of the Framework Agreement.

The termination of the Framework Agreement will result in the permanent closure of the Payment Account. The closure of a Payment Account will not give rise to any compensation, regardless of any possible damage caused by said closure. The Partner holding the Account closed by LEMON WAY is not authorised, unless explicitly authorised by the latter, to open another Payment Account. Any Payment Account opened in violation of this provision may be immediately closed by LEMON WAY, without notice.

According to the Partner's instructions, the Provision on the Payment Account subject to closure may be credited to said Partner, subject to pending payment Transactions and possible receivables, rejected transactions or subsequent objections. If a successor is appointed by LEMON WAY, the Partner may be encouraged to close their Payment Account and transfer the Provision to a new Payment Account opened with the institution designated as a successor.

LEMON WAY reserves the right to bring legal action to repair the damage suffered due to a breach of the Framework Agreement. The closure of the Payment Account may result in additional fees, within the bounds of article L.313-13 of the Monetary and Financial Code.

## **20- MODIFICATION OF THE FRAMEWORK AGREEMENT**

Any draft amendment to the Framework Agreement shall be communicated in paper or Email or durable form to the Partner no later than two (2) months before the date proposed for its entry into force.

If the Partner fails to communicate an objection to LEMON WAY by the end of this two (2) month deadline, the former is deemed to have accepted said amendments. If the Partner rejects the proposed amendment, they may freely terminate the Framework Agreement, by written request, before said amendment comes into effect. This request does not affect the debits (charges, contributions, payments) owed by the Partner.

#### **21- MANDATE**

The Partner may authorise and assign full responsibility to one person to carry out payment Transactions on their Payment Account, as defined in the mandate. The form is provided online by request and must be completed and sent back to LEMON WAY. The mandate will only take effect once LEMON WAY has received and accepted the duly completed form. The Account Holder will be notified of LEMON WAY's acceptance by any means possible. This mandate may be revoked on the initiative of the Partner, who will inform the authorised representative and LEMON WAY as such by registered letter with acknowledgement of receipt. The termination takes effect on the date that LEMON WAY receives the above-mentioned letter. Until said date, the Partner remains responsible for payment Transactions initiated on its behalf by the designated authorised representative.

The Partner expressly relieves LEMON WAY of professional secrecy with regard to the Payment Account data that may pertain to the authorised representative appointed by the mandate.

#### **22- APPLICABLE LAW AND COMPETENT JURISDICTIONS**

These General Terms and Conditions are governed by French law.

Unless contradicted by a mandatory provision, any dispute relating to their fulfilment, interpretation or validity shall, by default, be brought before the competent courts in Paris