

## **General Terms and Conditions of Use (GCU)**

### **API-money payment services and account**

#### **Business User**

Entered into between:

The User, a natural person over 18 having legal capacity (craftsman, tradesman, self-employed professional, farmer, French *auto-entrepreneur*) acting for his/her professional needs, or a legal person incorporated under private law (company or non-profit organisation) or under public law (in particular the French State, a regional body or a public institution) using W-HA's API-money payment service and account, provided by the Partner,

Hereinafter referred to as the "User", for the first part,

W-HA, a limited company incorporated under French law, having its registered office at 25 bis, avenue André Morizet, 92100 Boulogne-Billancourt, listed on the Nanterre Trade and Companies Registry under SIREN number 433 506 433, hereinafter referred to as "W-HA", for the second part;

In attendance of W-HA's agent, W-HA acting as payment services provider, hereinafter referred to as the "Partner".

When the provisions apply to either or all them, the User, W-HA and the Partner are hereinafter collectively referred to as the "Parties" or each individually as a "Party".

#### **Preamble:**

W-HA is a licensed Electronic Money Institution registered in France (under French CIB code 14738), authorised to provide payment services as payment service provider, under the supervision of the French banking authority *Autorité de contrôle prudentiel et de résolution* (ACPR, 61 rue Taitbout, 75436 Paris Cedex 09) and listed on the register of institutions authorised to operate in France and in any Member State of the European Union or of the European Economic Area under the regime of the freedom to provide services (list published on the ACPR's website <https://www.regafi.fr>).

On the one hand, the use of the payment services provided by W-HA to the User-Payee through API-money (i.e. the acquiring of Payment Transactions by Card Bank and by Transfer and the execution of transfers) and distributed by the Partner as an agent of W-HA acting as a payment services provider and, on the other hand, the use of the Partner Website by the User-Payer in order to perform a Payment Transaction, require the User to read and agree without reservation to the present General Terms and Conditions of Use.

It is specified that as part of the Service (as defined below), W-HA does not provide any payment service to the User-Payer, either directly or through the Partner.

## **Article 1. Definitions**

**API-money:** means the Application Programming Interface (or API) made available to the Partner by W-HA in order to (i) offer a payment/cash-in by Bank Card functionality on the Partner's website and (ii) enable the User-Payee to manage his/her Account.

**Bank Card:** means any valid debit or credit card issued by a credit institution, subject to acceptance by W-HA (CB, Visa, MasterCard).

**Commission:** means the fee due by the User to the Partner in relation to a Transaction, as specified in the Partner's Website General Terms and Conditions of Use (Partner Website GCU).

**Account:** means a payment account opened at the Partner's request by W-HA in its books in the name of the User for the purpose of the Service.

**Bank Account:** means the Bank Account identified by an IBAN number opened with a credit institution located in one of the Member States of the EU, of the European Economic Area or in the United Kingdom.

**General Terms and Conditions of Use or GCU:** means the present General Terms and Conditions of Use applicable between W-HA and the User, in attendance of the Partner. These GCU form an integral part of the Partner Website GCU and can be downloaded from the Partner Website.

**Partner Website GCU:** means the general terms and conditions of use of the Partner website agreed between the User and the Partner, governing in particular all dealings with the Partner Website and the execution of transactions which may result, as the case may be, in a request to open an account in the name of the User for the purpose of Payment Transactions. The Partner Website GCU includes the General Terms and Conditions of Use.

**Personal Data:** means the personal data provided by the User in the course of its dealings with the Partner Website and containing all information necessary for the purpose of agreement on the GCU and management of his/her Account which, within the framework of a business use, can include in particular: corporate name, registration number (e.g. RNA, SIREN, etc.), date and place of registration, information on the legal representative, etc. This personal data is communicated by the Partner to W-HA for the sole purpose of opening an Account and providing the Service, as well as managing the rights and obligations associated to it.

**Equipment:** means the hardware and software used by the User in its dealings with the Partner Website which are under his/her sole responsibility (mobile phone, PC, touchpads, internet browser, internet connection, etc.).

**Force Majeure :** means the cases defined as such in article 1218 of the French Civil Code and by the French courts.

**Fees:** means the fees owed to W-HA for the operation and management of the Service under the GCU. These Fees are included in the Commissions specified on the Partner Website GCU, except in the specific cases listed in an annex to the GCU.

**IBAN:** means, for a User-Payee, the identification number of that User-Payee's Bank Account as defined under the international standards applicable to Bank Accounts, which he/she provided to the Partner Website (and to W-HA). For easier reference, IBAN shall also mean the User-Payee's Bank Account of which it is the identifying number.

**Personal Identifier:** means the confidential information specific to each User, composed of an identifier (corresponding to a valid e-mail address or an active European mobile number) linked to a password. This Personal Identifier is used for authentication of the User on the Partner Website and to make Payment Transaction(s).

**Registration:** means the registration procedure whereby the Partner Website is provided with personal Data and/or Evidence for the purpose of use of the Partner Website, of the Service, and of API-money, such as further detailed in the GCU.

**Business Days:** means all the days of the week except for the weekly day of rest (usually Sunday) and all holidays considered as days off by W-HA.

**Working Day:** means any day actually worked in a company or a government agency. There are 5 working days in a week. As regards W-HA, the Working Days are Monday to Friday.

**Applicable Laws on data protection:** means:

- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation – “GDPR”) repealing Directive 95/46/EC ;
- Where relevant, texts adopted by the European Union and local laws, including the French Data Protection Law No 78-17 “*Informatique et Libertés*” dated 6 January 1978 that may apply to Personal Data processed within the framework of the GCU; and
- Any other subsequent legislation applicable which may supplement and/or replace the GDPR or the French Law *Informatique et Libertés*.

**Payment Transaction:** means the operations referred in article L.133-3 of the French Monetary and Financial Code, whereby funds are credited, transferred or withdrawn to or from the Account of a User-Payee for the purchase of a product, a service or participation to a crowdfunding project.

**Partner:** means the company operating the Partner Website and offering the User, as W-HA's agent, the possibility to open an Account, through the Website, and to use the Service.

**Evidence:** means the documents provided by the User in its dealings with the Partner Website, containing all necessary evidence for the conclusion of the GCU and the management of his/her Account. The required Evidence are specified in article 3.3.2 of the GCU and in Annex 1 of the GCU depending on the usage and are communicated by the Partner to W-HA for the sole purpose of opening an Account and managing the rights and obligations associated to it.

**Complaint:** means any request from a User in relation to the GCU, the Service and to API-money submitted in particular to challenge a Payment Transaction as specified in article 6 of the GCU. The Complaint must be sent by regular mail and state the business name of the User (if applicable), name and surname of the legal representative, and Personal Identifier. Pursuant to the regulation in force,

it must also be signed, include a copy of a proof of ID of the legal representative bearing his/her signature, and state the address at which the answer should be sent.

**Withdrawal:** means any request for transfer on the User-Payee's Bank Account of whole or part of the amounts stated on his/her Account, minus the Commission or applicable Fees, as the case may be. A Withdrawal is a Payment Operation.

**W-HA's Customer Service:** means the department within W-HA handling all questions relating to the Contract and to API-money, located at the following address: W-HA - SAV API-money, 25 bis avenue André Morizet, 92100 Boulogne-Billancourt.

**Service :** means the provision to the User-Payees of an Account that they can access and use. The Service includes the provision to the User-Payee of the following payment services: acquiring of Payment Transactions and performance of transfers.

**Transaction:** means any transaction by the User in accordance with the Partner Website GCU and resulting in a Payment Transaction.

**User-Payee:** means any person holding an Account and benefiting from a Payment Transaction within the framework of a Transaction. A User-Payee can also make Payment Transactions to another User-Payee's benefit.

**User-Payer:** means any person who makes a Transaction to a User-Payee's benefit.

**Transfer :** means an operation whereby the User-Payee or a User-Payer transfers a sum by means of a bank transfer:

- from a Bank Account he/she holds;
- to a bank account held by W-HA; and

for the User-Payee, in order to have his/her Account credited by said sum or, for the User-Payer, to perform a Payment Transaction to a User-Payee's benefit.

## **Article 2. Subject Matter**

The subject matter of these GCU is to define the conditions under which W-HA provides the Service to the User against the payment of a Fee. The User can get a copy of the GCU on the Partner Website at any time and at no additional cost.

## **Article 3. Necessary conditions for the use of API-money**

### **3.1 Technical prerequisites**

In order to use API-money, the User must necessarily possess up-to-date Equipment to access and use the Partner Website.

**3.2 Necessary prerequisites to Registration**

In order to register, the User must be a natural person over 18 having legal capacity (craftsman, tradesman, self-employed professional, farmer, French *auto-entrepreneur*, etc.) or a legal person or a legal person incorporated under private law (company or non-profit organisation) or under public law (in particular the French State, a regional body or a public institution). The User declares that he/she acts on his/her own behalf for the whole duration of the GCU. In particular, the User thus undertakes to be the holder of the Bank Card and/or of the Bank Account registered with the Partner Website, depending on whether it is registered as a User-Payer or as a User-Payee.

The User represents and warrants that:

- (1) he/she is a resident of a Member State of the EU or of the European Economic Area, and that
- (2) the Bank Card or the Bank Account that he/she registers with the Partner Website is issued by, or opened with credit institution(s) located in one of the Member States of the EU, of the European Economic Area or in the United Kingdom.

**3.3 Procedure for registering and opening an Account**

*3.3.1 User-Payer situation*

In order to register, the User-Payer shall state an identifier (either a valid e-mail address or an active European mobile number).

Personal Data required	Evidence required
<ul style="list-style-type: none"> <li>- valid e-mail address or active European mobile number</li> <li>- surname</li> <li>- name</li> </ul>	- N/A

W-HA reserves the right to ask the User-Payer, at any time and through the Partner, additional identification information and data as well as all Evidence it deems necessary in order to satisfy its regulatory obligations.

As the User-Payer is acting for the sole purpose of making a Payment Transaction to be credited on a User-Payee’s Account, he/she is considered as an occasional payer and consequently no Account is opened under his/her name in W-HA’s books.

In order to perform a Payment Transaction or a Transfer, the User-Payer shall provide his/her Bank Card number.

*3.3.2 User-Payee situation*

In order to register, the User-Payee shall state an identifier (either a valid e-mail address or an active European mobile number), as well as provide the following Personal Data and Evidence:

Personal Data required	Evidence required
<ul style="list-style-type: none"> <li>- valid e-mail address or active European mobile number</li> <li>- user's legal nature: natural person or legal person incorporated under private law (specify company or non-profit organisation) or under public law (specifying the French State, a regional body or a public institution)).</li> <li>- name of the legal person (User)</li> <li>- registration number</li> <li>- name of the legal representative or of the entrepreneur</li> <li>- surname of the legal representative or of the entrepreneur</li> <li>- date of birth of the legal representative or of the entrepreneur</li> <li>- IBAN</li> <li>- nationality of the legal representative or of the entrepreneur</li> <li>- address of the registered offices or of the entity</li> <li>- if applicable, Name, Surname, date and place of birth of the User's beneficial owners</li> </ul>	<ul style="list-style-type: none"> <li>- For a French company: excerpt from the Trade and Companies register no older than 3 months</li> <li>- For a French non-profit organisation: <ul style="list-style-type: none"> <li>• excerpt from the Official Journal evidencing its registration with the local authorities;</li> <li>• minutes of its latest general meeting identifying the members of the Board or any similar governing body;</li> </ul> </li> <li>- For a non-French company: <ul style="list-style-type: none"> <li>• Company's registration in a register or certificate of legal status together with, if applicable, a translation in French or English or a Certificate of incorporation); and</li> <li>• Excerpt from an official register listing beneficial owners issued by the State where the company has its registered offices.</li> </ul> <p>These documents must be less than 3 months old, otherwise they have to be certified as being up-to-date by the User's legal representative.</p> </li> <li>- For a public law entity: instrument of appointment (decree, order or other) or power of attorney or any other document granting authority to the legal representative who accepts the GCU</li> <li>- In all cases : <ul style="list-style-type: none"> <li>• Scanned copy of a valid ID of the legal representative or the entrepreneur bearing his/her photo (National ID Card, Passport)</li> <li>• Scanned copy of the bank account details stating the IBAN and the name of the holder of the Bank Account</li> <li>• If the IBAN does not state the address of the registered seat or of the entity : scanned copy of a proof of address no older than 3 months (telephone bill, internet provider's bill, water, gas or electricity bill, home insurance certificate, tax notices, residential tax or property tax)</li> </ul> </li> <li>• Financial Information:</li> </ul>

	<ul style="list-style-type: none"> <li>➤ For entities incorporated for more than one year : scanned copy of the annual accounts or the tax declaration.</li> <li>➤ For newly incorporated entities : the forecasted balance sheet and expected customers/providers sales volume and/or donations amount (depending on the nature of the entity)</li> <li>• Copy of the bylaws or any equivalent document (memorandum of association, regulation, or any other document by which the entity was created, especially for foreign companies or non-trading companies) (except for legal persons incorporated under public law).</li> </ul>
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W-HA reserves the right to ask at any time and through the Partner additional identification information and data as well as all Evidence it deems necessary in order to satisfy its regulatory obligations.

Until this information, Personal Data and Evidence have been received and/or deemed satisfactory by the Issuer, the User-Payee will not be able to request Redemption from his/her Account or to perform transfers from his/her Account to another Account. However, Payment Transactions may still be executed to his/her benefit and Electronic Money may continue to accrue on the User-Payee's Account until its balance reaches 2 500€

The User-Payee is the recipient of Payment Transactions, therefore an Account is opened in his/her name in the books of W-HA.

In order to make Withdrawals from his/her Account, the User-Payee shall provide an IBAN on which W-HA can transfer the corresponding amounts.

Moreover, the User-Payee can also perform by him-/herself Payment Transactions to credit its own Account and may, in this respect, use his/her Bank Card and consequently he/she shall have to provide the number of such Bank Card. Moreover, the User-Payee can also make Transfers.

W-HA and the Partner may not go through with a registration request without justification and without any compensation owed to the User.

The User-Payee represents and warrants that he/she holds the Bank Account identified by an IBAN registered on the Partner Website and that this Bank Account is opened with a credit institution located in a Member State of the EU or of the European Economic Area or in the United Kingdom.

### 3.3.3 *User's liability*

The User, either User-Payer or User-Payee, is solely responsible for keeping his/her Personal Identifier confidential. He/she must take all necessary measures to ensure its confidentiality. The User will immediately inform the Partner when he/she suspects an unauthorised use of his/her Personal Identifier. The User is solely responsible of any use of his/her Personal Identifier.

### **3.4 Limits to the use of the Account**

The User-Payee is subject to the following limits regarding the use of his/her Account:

- A maximum balance of 10 000 000€ held on his/her Account through the Partner Website, and
- A maximum cash-in of 100 000 000€ per calendar month on his/her Account through the Partner Website.

## **Article 4. Performance of a Payment Transaction by the User-Payer**

### **4.1 Performance of a Payment Transaction by a User-Payer**

Within the framework of his/her use of the Partner Website, the User-Payer can perform a Payment Transaction, using the Service, to the benefit of the User-Payee of his/her choice. Such User-Payee must already be registered with the Partner Website, and hold an Account.

Any Payment Transaction by the User-Payer can only be performed either by Bank Card or by Transfer, in one or several instalments, and requires the User-Payer's prior connexion to the Partner Website using its Personal Identifier. The amount thus paid by the User-Payer is credited on the designated User-Payee's Account, minus the Commission.

If the transaction by Bank Card cannot be performed, the Payment Transaction will be cancelled.

### **4.2 Challenge of a Payment Transaction by a User-Payer**

The Payment Transaction performed by the User-Payer is deemed to be final from the moment it is initiated by the User-Payer.

Consent may be withdrawn by the User-Payer as long as the Payment Transaction has not acquired irrevocable status in accordance with the provisions of L. 133-8 of the French Monetary and Financial Code.

If the User-Payer's Personal Identifier and/or Bank Card have been lost, stolen or misused, the User-Payer must ask the credit institution which issued its Bank Card to block it, under the conditions set out by such credit institution.

If, following a complaint by the User-Payer, the transfer of the funds that are on the User-Payee's Account is cancelled by the credit institution which issued the Bank Card or which keeps the Bank Account from which the Transfer was made, the User-Payee accepts that W-HA may reverse any such funds transfer transaction initiated by Bank Card or Bank Transfer by debiting the corresponding amount from the Account.



### **4.3 Operations on a User-Payee's Account**

Any Payment Transaction performed by a User-Payer becomes irrevocable under the conditions set out in article 4.2 of the GCU. W-HA credits the User-Payee's Account as specified by the User-Payee in accordance with article 4.1 of the GCU, immediately upon receipt of the funds by W-HA and, if not, no later than at the end of the Working Day during which these funds were received by W-HA.

Since a User-Payee holds an Account, any of his/her Payment Transaction is immediately executed by a transfer between Accounts, subject to the transferor's Account balance remaining positive after deduction of the Commission, and is initiated using the Personal Identifiers of the User-Payee.

If the balance of the User-Payee's Account is insufficient, the Payment Transaction will be cancelled.

Since a User-Payee holds an Account, any of his/her Payment Transaction is executed by a transfer between Accounts, subject to the transferor's Account balance remaining positive after deduction of the Commission, and is initiated using the Personal Identifiers of the User-Payee.

If the balance of the User-Payee's Account is insufficient, the Payment Transaction will be cancelled.

## **Article 5.        Functioning of an Account**

### **5.1 Crediting an Account**

An Account is credited by W-HA following performance of a Payment Transaction (i) by a User-Payer to a User-Payee's benefit in accordance with article 4.3 of the GCU, (ii) by a User-Payee to another User-Payee's benefit in accordance with article 5.2 of the GCU or (iii) by a User-Payee crediting his/her own Account, either by using a Bank Card or by Transfer.

When a User-Payee credits his/her own Account, he/she is considered a User-Payer for the purpose of the Payment Transaction concerned, and the provisions of these GCU applicable to User-Payers, in particular article 4 of the GCU, will apply to said Payment Transaction.

### **5.2 Transfer to another Account**

A Payment Transaction between two User-Payees is made by an Account to Account transfer, i.e. by crediting an Account while simultaneously debiting another other Account, subject to the balance of the debited Account remaining positive after the Commission has been charged.

The Payment transaction between two User-Payees is initiated by the User-Payee in his/her personal space, to which he/she must connect using his/her Personal Identifier. This way, the Payment Transaction for which the User-Payee gave the order becomes irrevocable upon its validation by the User-Payee who initiated it. Once validated, the User-Payee will no longer be able to request its cancellation.

If the balance of such User-Payee's Account is insufficient (minus the Commission), the Payment Transaction will be void.

The Payment Transaction is usually performed by W-HA immediately upon its validation. If not, if the Payment Transaction is initiated on a Working Day, it will be performed by W-HA no later than at the end of said Working Day.

### **5.3 Debit from an Account**

W-HA can execute a debit transfer from any Account in the following cases:

- Performance of a Payment Transaction to another User-Payee's benefit in accordance with article 5.2 of the GCU;
- Withdrawal initiated by the User in accordance with article 5.4 of the GCU;
- Reversal referred to in article 4.2 of the GCU, and
- Fees are charged and debited in all cases.

### **5.4 Withdrawal**

Any User-Payee can request the Withdrawal of all or part his/her Account balance under the conditions set out in the Partner Website GCU.

In order to do so, the User-Payee must send a formal request to the Partner under the terms set out in the Partner Website GCU. The Withdrawal requested in this manner shall be executed by bank transfer (without Fees being charged to the User-Payee) on the IBAN provided by the User-Payee at registration.

The Withdrawal, as a Payment Transaction, is initiated by the User-Payee in his/her personal space, to which he/she must connect using his/her Personal Identifier. This way, the Withdrawal for which the User-Payee gave the order becomes irrevocable upon its validation by the User-Payee. Once validated, the User-Payee will no longer be able to request its cancellation

If the balance of such User-Payee's Account is insufficient, the Withdrawal will be void.

The Withdrawal initiated on a Working Day will be executed by W-HA no later than on the following Working Day if the Withdrawal is performed in euros to the benefit of Bank Account opened with a credit institution located in a Member State of the European Union.

### **5.5 Protection of the funds credited on the Accounts**

The funds entrusted to W-HA by the User for the purpose of operating Service are protected by W-HA in accordance with the legislation in force.

W-HA ensures full traceability of the funds collected through an interface with the Partner's Information System and the sharing of information, Personal Data and Evidence.

Moreover, W-HA ensures that the Users-Recipients' funds are kept separate under the conditions provided by law.

## **Article 6. User Complaints and information**

### **6.1 Requests for blocking by the User-Payee**

The User-Payee must inform the Partner of any loss, theft or misuse of its Personal Identifier as soon as he/she is aware of it, in order to request the blocking of his/her Account. Such declaration must be made under the conditions set out in the Partner Website GCU.

Once informed by the Partner, W-HA will immediately proceed with the request to block the Personal Identifier and the Account. The event will be recorder and time-stamped.

Any request for blocking must be confirmed in writing without delay by the User-Payee concerned. W-HA and the Partner cannot be held liable for any consequence resulting from an unconfirmed request or a request not made by the User.

### **6.2 Transaction Confirmation and dispute**

W-HA makes available to the Partner, at all times and for a period of 5 years from the execution of the Transaction, the User's transactions history, thus allowing the Partner to send notifications to the User-Payee as well as information on the management of his/her Account under the conditions set out in the GCU. In order to obtain details or to ask questions, the User-Payee can also contact the Partner's Customer Service under the conditions set out in the Partner Website GCU.

When a Payment Transaction is performed, including a Withdrawal, the Partner sends automatically an e-mail confirming the Payment Transaction to the User before initiating said Payment Transaction. This e-mail shall state all the information related to the Payment Transaction which was provided to W-HA, such as: the identity of the User-Payee, a description of the Payment Transaction, its amount, the date and time of the Payment Transaction as well as possible specific payment conditions.

In case of Complaint in relation to a Payment Transaction, in particular a Payment Transaction which was not authorised or properly executed, the User-Payee is invited to contact the Partner's Customer Service under the conditions set out in the Partner Website GCU. In such case, the User must send his/her request to the Partner in a timely manner and within a deadline of thirteen (13) months from the date of the Payment Transaction, beyond which this right will be lost.

In accordance with the ACPR's recommendation 2016-R-02 of 14 November 2019 as amended, an acknowledgement of receipt will be sent to the User within a maximum of ten days from the receipt of the Complaint by the Partner. Complaints will be handled by W-HA within a maximum deadline of two months from their receipt by the Partner.

If the Complaint is approved by W-HA, the latter will restore the situation in which the Account was before the performance of the disputed Payment Transaction by crediting the relevant amount to the User's benefit.

W-HA is not responsible for and does not handle requests relating to the Bank Card of the User or to Transfers, which are directly submitted to the credit institution which issued the Bank Card or which keeps the Bank Account which initiated the Transfer, under the conditions set out by such credit institution. W-HA and the Partner shall not be held liable in case of misconduct on the part of the User,

intentional breach or breach constituting serious negligence in the performance of his/her obligations, in case of delay in sending a request to block or a Complaint.

## **Article 7. Amendment to the GCU**

### **7.1 Amendment at W-HA's request**

can amend these General Terms and Conditions of Use at any time by publishing a new version hereof on the Partner Website or by informing the User thereof by any means at least two (2) months before their entry into force which will become effective without any other formal requirement.

During this two (2)-month deadline, the User may refuse the amendment by informing the Partner's customer service thereof. In such case, the User's Registration on the Partner Website will be immediately terminated and the User will be entitled to a make a full Withdrawal. If the User does not notify the Partner's customer service of his/her refusal to abide to the new General Terms and Conditions of Use within the prescribed deadline, the User will be deemed to have agreed to the new General Terms and Conditions of Use.

The new version of the General Terms and Conditions of Use in force is available at all times on the Partner Website, within the Partner Website GCU.

### **7.2 Amendments required by legal or regulatory provisions**

Any legal or regulatory provisions requiring an amendment to all or part of the GCU will apply at the date of their entry into force without prior notice.

## **Article 8. User's undertakings and obligations**

### **8.1 Obligation of truthfulness and loyalty**

The User represents and warrants:

- that all information, Personal Data and Evidence provided to the Partner – in particular those relating to his/her identity or bank account details – are accurate, sincere and up-to-date, and strictly comply with the terms and conditions defined in the GCU;
- that he/she will inform in due time the Partner's customer service under the conditions set out in the Partner Website GCU of any change to his/her situation (change of residence, e-mail, etc.);
- that the use of the Partner Website is not aimed at violating the rights of any third party and is not contrary to law, public order and the accepted principles of morality.
- that he/she does not already hold an Account.

The User undertakes and warrants not to:

- perform the Contract in a unlawful manner or in a way that may damage, disable, overload or negatively affect the Partner Website ; and

- impersonate another person or entity, forge or conceal his/her identity, age or create any kind of fake identity ;

In case of breach of these obligations, W-HA reserves the right to take all measures deemed appropriate in order to stop the behaviours concerned. It will also be entitled to suspend and/or terminate the access to the Account.

## **8.2 Security requirement and duty of care**

The User shall be personally and solely responsible for its Equipment and Personal Identifiers, and the User is deemed having agreed to all the Transaction performed on its Account using these Equipment and IDs.

The User undertakes and warrants:

- Never to communicate his/her Personal Identifiers or to leave them available to third parties ;
- Memorize his/her Personal Identifiers so as to avoid to write them down, which would make them available to third parties in the vicinity of his/her Equipment;
- Not to leave his/her Equipment unattended;
- Not to answer messages that seem fraudulent, in particular if they contain false information on the functioning of his/her Account, and refer any such case to the Partner's customer service;
- Ensure the protection of its Equipment through state-of-the-art security systems (session locking, antivirus software and spyware, firewall, deletion of "cookies", etc.); and
- Notify the Partner, under the conditions set out in article 6.1 of the GCU, of any event likely to result in a misuse or fraudulent or unauthorised use of his/her Account.

## **8.3 Obligation to verify and control**

The User must verify the proper performance of its Payment Transactions as well as of all other Transactions and movements occurring on his/her Account.

W-HA cannot be held liable for the consequences resulting from the fraudulent sending of messages to the User by persons that have not been authorised to do so by W-HA, and which would contain false information on the functioning of the Account.

## **Article 9. Entry into force, duration, expiry**

The GCU will enter into force from the receipt by the User of the Registration confirmation sent by the Partner. They are entered into for an indefinite period.

## **Article 10. Suspension and termination of the GCU and closing of the Account**

In case of termination of the GCU for any of the reasons set out below, W-HA shall transfer the balance of the User's Account onto the User-Payee's Bank Account, after completion of the ongoing

Transactions (including Fees collection). Once the redemption is made, the Account will be closed and W-HA will be discharged from all obligations.

#### *10.1.1 Suspension and termination by W-HA*

W-HA may terminate the GCU at any time by sending a registered letter with an acknowledgement of receipt the User to that end, subject to a prior notice of at least two (2) months.

In case of serious breach, fraud, payment default on the part of the User, W-HA reserves the right to suspend or terminate the GCU at any time and without prior notice.

Similarly, W-HA shall terminate the GCU without prior notice if the User's situation does not allow W-HA to comply with its legal and regulatory obligations, in particular those relating to the fight against money laundering.

W-HA also reserves the right to suspend or terminate the GCU when W-HA is allowed to block the Account due to an event occurred in accordance with article 11.1 of the GCU.

Such Redemption may however be blocked in certain circumstances, in accordance with legal anti-money laundering and anti-terrorist financing provisions. Termination of the GCU by W-HA does not grant the User or the Partner any right to compensation.

In case of termination of the GCU by W-HA for serious breach, fraud or default by the User, the Fees charged for closing the Account specified in Annex 1 will be due by the User.

W-HA shall implement all necessary means to inform the User if it terminates of the GCU, except if informing him/her of such termination might jeopardize justified security measures or might be illegal.

### **10.2 Termination by the User**

The User may terminate the GCU at any time and subject to a prior notice of thirty (30) calendar days. Such Termination entails termination of the whole GCU and as a consequence, the closing of the Account.

To that end, the User must notify the termination hereof in writing to the Partner's Customer Service under the conditions set out in the Partner Website GCU.

### **10.3 User's cessation of activity**

The User's cessation of its activity ends the GCU as soon as W-HA is informed thereof. All Transactions occurring from the date of cessation of activity are considered unauthorised. The Account will remain open for the duration necessary to the settlement of the dissolution or of the liquidation procedure and W-HA will Redemption the balance with the liquidator's consent.

## **Article 11. Blocking of the Account and rejection of a Payment Transaction by W-HA**

### **11.1 Blocking of the Account by W-HA**

W-HA is likely to block or restrict the Account of the User at any time for any of the following reasons:

- If there is a suspicion of unauthorised or fraudulent use of the Account;
- If the law so requires ;
- If the Personal Identifier is lost, stolen or misused and if W-HA has been informed thereof in accordance with article 6.1;
- If the Partner so requests ;
- If the User does not pay the Fees;
- If the User does not comply with the rules requiring him/her to hold one single Account, in accordance with article 8.1.

W-HA shall take all necessary measures to inform the User in case of blocking or restriction of his/her Account, except if such information is likely to jeopardize legitimate security measures or would be unlawful.

W-HA shall unblock the User's Account as soon as possible after the grounds for such blocking of its use no longer exist and W-HA has been informed thereof.

### **11.2 Rejection of a Payment Transaction by W-HA**

W-HA may reject a Payment Transaction performed on or from the User's Account for the following reasons:

- If the User does not hold sufficient funds on his/her Account to cover the amount of such Transaction or the applicable Fees;
- If the User acts in breach hereof;
- If W-HA considers that the Transaction and/or the associated Payment Transaction is suspicious or illegal;
- If the Transaction and associated Payment Transaction exceed the thresholds imposed on the User under article 3.4 hereof;
- Until the information, Personal Data and Evidence referred to in articles 3.3.2 of the GCU have been received and/or deemed satisfactory by W-HA;
- If the law, a court or any competent authority requires W-HA to reject this Transaction and/or the associated Payment Transaction;
- In case of errors, failure (technical or other) or rejection by processing payments bodies, banking networks or payment systems.

In case of rejection, the User may also contact the Partner's customer service to challenge the refusal to execute the Payment Transaction and may receive all information deemed necessary, except if such information is likely to jeopardize legitimate security measures or would be unlawful

In case of rejection of a Payment Transaction by W-HA, the GCU continue to apply.

## **Article 12. Inactive Accounts**

If there has been no movement on the User's Account for a period of at least one (1) year rolling and that the User holding the Account or his/her legal representative hasn't contacted W-HA in any way for a period of at least one (1) year rolling, such Account will be considered as inactive within the

meaning of Article L.312-19 of the French Monetary and Financial Code, and monthly account management Fees will be charged to the User.

These monthly account management Fees are specified in Annex 1. They will be levied at the beginning of each civil month from the outstanding amount corresponding to the remaining balance of the inactive Account, until such balance reaches 0 (zero) or until the User requests full Withdrawal of the outstanding balance.

The inactive status of the Account is reversible.

An Account without Transactions or Complaints can be closed unilaterally by W-HA after the lapse of 10 years.

## **Article 13. W-HA's Liability**

### **13.1 General Liability**

W-HA undertakes to implement all necessary means for the proper performance of API-money and shall in particular ensure that the User can use the Service continuously during Business Days.

However, the User is informed that some technical problems may occur, making Payment Transactions impossible, and for which W-HA cannot be held liable.

Whatever the grounds and nature of the claim, W-HA can only be held liable in case of proven misconduct on its part resulting in personal, direct and definite prejudice sustained by the User.

The Parties expressly agree that the following categories of damage and/or prejudice will not give rise to compensation, whether they had been reasonably foreseeable or not: such as loss of earnings, loss of turnover, operation loss, revenue shortfall, loss of prospects, loss of customer, harm to reputation and loss of data.

### **13.2 Liability in relation to access to the Partner Website**

W-HA cannot be held liable towards the User for potential errors, omissions, interruptions or delays in the Transactions executed through the Partner Website resulting from unauthorised access thereto. Similarly, W-HA cannot be held liable for thefts, unauthorised destructions or communications of data resulting from non-authorised access to the Partner Website.

W-HA reserves the right to suspend temporarily access of the Partner to Account information for technical reasons or maintenance purposes, without such interruptions giving rise to any compensation of the User. W-HA undertakes to limit this type of interruptions to what is strictly necessary.

The Partner is solely liable for the security and confidentiality of the data exchanged in the course of the use of the Partner Website in accordance with the Partner Website GCU. W-HA is liable for the security and confidentiality of the data exchanged with the User hereunder for the purpose of opening and managing his/her Account, as well as Payment Transactions, Transactions and other movements related to the Account.



### **13.3 Liability with regard to Redemption obligations**

Except if there are grounds for exempting W-HA from liability as set out below, W-HA must refund the User-Payee following a complaint raised by the User in accordance with article 6.2 of the GCU and approved by W-HA, regarding a Payment Transaction that was not authorised or not properly executed.

Moreover, subject to grounds for exempting W-HA from liability as set out below, W-HA must perform a transfer to the Bank Account of the User-Payee:

- Upon request made by the User in accordance with article 5.4, 10.1 or 10.2.2 of the GCU and under the conditions set out in these articles; and
- following a dispute raised by the User regarding a Payment Transaction which was not authorised or not properly in accordance with article 6.2 of the GCU and accepted by W-HA;
- In case the Partner Website ceases permanently to provide the offered service for whatever reason.

Only and exclusively in the last case will the User be entitled to exercise his/her right to make a Withdrawal directly with the Issuer by writing to W-HA'S Customer Service in compliance with the Complaint submission formalities.

#### **Article 14. W-HA's exemption from liability**

W-HA does not exercise any control over compliance, security, lawfulness, features and suitability of the products, services or crowdfunding projects subject to a Transaction. In this respect, the User is solely liable for obtaining all useful information before agreeing to a Transaction in a fully informed manner. W-HA cannot be held liable for the non-performance or improper performance of obligations arising from a Transaction, nor for any damage that the User might sustain as a result thereof.

Unless otherwise provided for in the GCU, W-HA's liability towards the User is limited to the compensation of direct damage resulting from the non-performance of a contractual obligation defined herein.

W-HA cannot be held liable for any loss or any damage resulting from:

- An event of Force Majeure ;
- Rejection of a Payment Transaction by W-HA pursuant to article 11.2 of the GCU;
- Compliance by W-HA with applicable legal or regulatory provisions;
- Non-compliance by the User with the GCU and more generally with applicable legal and regulatory provisions;
- Any loss or alteration of Personal Data, except if it results from a culpable infringement on the part of W-HA;
- A request to block which was not made by the User.

## **Article 15. Anti-money laundering and anti-terrorist financing provisions**

W-HA is subject to all French and European law on the fight against money laundering and terrorist financing.

Pursuant to these provisions, W-HA must request from any User, before entering into a business relationship and before any Payment Transaction, the reason, object and purpose underlying the opening of the Account or the execution of the Transaction. In addition, W-HA must take all necessary precautions for the purpose of identifying the User and, if necessary, the actual beneficiary of the Account and/or of the Transactions associated to such Account.

The User undertakes to exercise the necessary due diligence to enable to Issuer to carry out a thorough review of the Transactions, to inform W-HA of any exceptional operation compared to the usual operations executed using API-money, and to provide W-HA with all required documents or information. The User acknowledges that W-HA may suspend or terminate at any time the use of a Personal Identifier, the access to an Account or the performance of a Transaction if it does not have sufficient elements on its object or nature. The User has been informed that the national administrative financial intelligence unit may be informed of any executed Transaction.

In accordance with regulations in force, the User can access all information thus communicated subject to such right not contradicting the purpose of fighting against money laundering and terrorism financing, when such information relate to the person making such request.

No proceedings or claim in non-contractual liability may be brought against and no disciplinary sanction may be imposed on W-HA, its directors or agents who have disclosed in good faith their suspicions to the national administrative financial intelligence unit.

## **Article 16. Personal Data and professional secrecy**

### **16.1 Personal Data**

W-HA shall process the User's Personal Data in accordance with, on the one hand, Applicable Laws on data protection and, on the other hand, its data protection policy, as defined in Annex 2 of these General Terms and Conditions of Use.

The Data Protection Policy is also available at the following address: <https://www.api-money.com/fr/donnees-personnelles/>

### **16.2 Professional secrecy**

W-HA is bound by professional secrecy, in accordance with the legal provisions in force. However, the law provides that secrecy may be lifted when dealing with tax authorities, customs, the *Banque de France*, social security bodies and the ACPR.

Professional secrecy cannot be opposed to the judicial authority and its representatives acting within the framework of criminal proceedings as well as of civil proceedings when expressly provided by law.

In accordance with and within the limits set by applicable law, W-HA may share information, Personal Data and Evidence concerning the User, in particular within the framework of the following operations:

- With survey companies ;
- With collection agencies;
- With third parties (service providers, sub-contractors, etc.) for the purpose of entrusting them with operational functions associated with the performance hereof.

The User can also specify expressly and in writing the third parties to which W-HA is authorised to provide his/her information.

#### **Article 17. Proof**

The Parties agree that messages received by fax or by electronic means and more generally documents in electronic form exchanged between them will be considered as original documents in writing within the meaning of Article 1366 of the French Civil Code, i.e. as having the same probative value as the original paper-based writing. The Parties agree to keep all faxes and electronic messages so that they can constitute reliable copies within the meaning of Article 1379 of the French Civil Code.

#### **Article 18. Mediation**

In case of Complaint, and if the Parties fail to agree, the User-Payee may refer the Complaint in writing to W-HA's ombudsman.

The ombudsman designated below may deal with any dispute arising from the application of these General Terms and Conditions of Use, as long as such dispute has already been discussed with the Partner's customer service without the User being satisfied by the outcome:

- Ombudsman of the AFEPAME - Association AFEPAME, 36 rue Taitbout, 75009 PARIS.

The conditions under which disputes can be brought before the ombudsman are specified on the website <http://www.afepame.fr/mediation>.

The ombudsman is responsible for providing recommendations on the settlement of the dispute. He/she must issue a decision within a deadline of two months from the date of referral. The mediation procedure is free of charge for the User which will however bear his/her own costs, in particular travelling expenses and any lawyer fees as the case may be.

Moreover, if the ombudsman's decision is not considered satisfactory, W-HA or the User may bring the dispute before the competent court following the mediation procedure. All findings and declarations before the ombudsman cannot be presented or relied on during the further steps of the procedure without the consent of the Parties.

## **Article 19. Miscellaneous**

### **19.1 Assignment**

The present rights and obligations arising from the provisions hereof in whole or in part, cannot be assigned to a third party by the User.

### **19.2 Sub-contracting**

W-HA reserves the right to sub-contract all or part of the Service. In such case, W-HA will remain fully liable towards the User.

### **19.3 Non-Waiver**

The fact, for either Party, not to rely on one or more provisions shall not be construed as a waiver by such Party to rely on such provision(s) in the future.

### **19.4 Partial Nullity**

If one or several provisions of the GCU are not applicable for any reason whatsoever, including by operation of applicable law or regulation, the Parties will continue to be bound by the other provisions of the GCU and will endeavour to remedy the inapplicable provisions in a manner in line with the spirit that guided their conclusion.

### **19.5 Intellectual Property**

W-HA will retain the ownership of all rights attached to mobile applications, software, and more generally to API-money, and all names, trademarks, domain names, logos and other distinctive signs it holds.

## **Article 20. Language, applicable law and jurisdiction**

The GCU are concluded in French and all communications between the User and W-HA shall be in French.

They are governed by French law.

Unless otherwise provided by mandatory legal provisions, jurisdiction is granted to French courts for all disputes arising between the Parties in relation to the conclusion, interpretation, performance and termination of the GCU.

## **Annex 1: Requested information and applicable Fees for the management of the Accounts**

### **1.1 Summary of the required Personal Data and Evidence**

- **Personal Data required**

- valid e-mail address or active European mobile number
- User's legal nature: natural person, or legal person (specify whether company or non-profit organisation).
- Name of the legal person (User)
- Registration number
- Name of the legal representative or of the entrepreneur
- Surname of the legal representative or of the entrepreneur
- Date of birth of the legal representative or of the entrepreneur
- nationality of the legal representative or of the entrepreneur
- address of the registered offices or of the entity
- IBAN
- If applicable, Name, Surname, date and place of birth of the User's beneficial owners

- **Evidence Required**

- For a French company: excerpt from the Trade and Companies register no older than 3 months
- For a French non-profit organisation:
  - o excerpt from the Official Journal evidencing its registration with the local authorities;
  - o minutes of its latest general meeting identifying the members of the Board or any similar governing body;
- For a non-French company:
  - o Company's registration in a register or certificate of legal status together with, if applicable, a translation in French or English or a Certificate of incorporation); and
  - o Excerpt from an official register listing beneficial owners issued by the State where the company has its registered offices.

These documents must be less than 3 months old, otherwise they have to be certified as being up-to-date by the User's legal representative

- For a public law entity : instrument of appointment (decree, order or other) or power of attorney or any other document granting authority to the legal representative who accepts the GCU
- In all cases :
  - o Scanned copy of a valid ID of the legal representative or the entrepreneur bearing his/her photo (National ID Card, Passport)
  - o Scanned copy of the bank account details stating the IBAN and the name of the holder of the Bank Account
  - o If the IBAN does not state the address of the registered seat or of the entity : scanned copy of a proof of address no older than 3 months (telephone bill, internet provider's bill, water, gas or electricity bill, home insurance certificate, tax notices, residential tax or property tax)
  - o Financial Information:
    - For entities incorporated for more than one year : scanned copy of the annual accounts or the tax declaration.
    - For newly incorporated entities : the forecasted balance sheet and expected customers/providers sales volume and/or donations amount (depending on the nature of the entity)
  - o Copy of the bylaws or any equivalent document (memorandum of association, regulation, or any other document by which the entity was created, especially for foreign companies or non-trading companies) (except for legal persons incorporated under public law)

### **1.2 Fees**

<b>Fees applicable to an Account</b>	<b>Price</b>
Account management Fees	1€/month after 12 months of inactivity
Closing Fees following termination by W-HA	30€

## **Annex 2: Personal Data Protection**

Within the framework of its activities and in accordance with the legislation in force in France and in Europe, W-HA undertakes to ensure the protection, confidentiality and security of the personal data of the users of its services, as well as to respect their privacy.

This Policy gives you information on the way W-HA, its sub-contractors and potential partners process your personal data.

This Policy applies, in particular, to customers and users of W-HA's offers and services and to the visitors of the W-HA.com and API.com websites.

It may be supplemented by specific information provided to the users for a given offer or service.

### **2.1 Why does W-HA process your data?**

W-HA only processes personal data for specific, clear and legitimate purposes directly related to the offers. In this respect, W-HA processes your personal data as part of the performance of an agreement or contract.

#### **W-HA's purposes are the following:**

- management and authentication of customer or user identity
- order management
- hardware management
- billing and cash-in of payments
- Provision of pre-sale services and selling
- Provision of Customer Service
- Management of a contract's personal data, features and associated rights
- Handling of terminations
- Handling of complaints
- Customer management communication
- Handling of in-coming mail
- Debt collection
- Handling of disputes
- Handling of requests relating to the rights of the data subjects
- Customer or user data storage
- Offer of authentication services
- Network operation
- Service operation

W-HA also processes data for other purposes than the strict performance of contracts. In such case, W-HA guarantees that it has a legitimate interest in carrying out the processing. Moreover, some processes may, insofar as necessary, require your consent, which you can withdraw at any time.

#### **In this respect, W-HA's purposes are the following:**

- Organising direct marketing operations
- Organising sales events
- Analysing the offer and service usage in order to make offers to customers
- Carrying out customer or user survey
- Enhancing offers and improving customer relationship
- Ensuring security of the platforms and services
- Rolling out and operating offers and services
- Fighting against fraud

Your data is stored for the duration necessary to achieve the above-mentioned purposes.

### **W-HA also processes your data in order to comply with its legal and regulatory obligations**

In this respect, W-HA's purposes are the following:

- Storing the required data in order to be able to comply with legal obligations
- Managing the requests for communication of information addressed by competent authorities
- Ensuring that access to the service is blocked in case of legal request to that end.

Your data is stored for the duration necessary to achieve the above-mentioned purposes. As regards processes under the performance of the contract, the data may be stored for a maximum period of 5 years from the end of the relationship, except as otherwise required by law or regulation. Your data may then be stored for the duration necessary for W-HA to comply with its legal obligations.

W-HA may also process you data for surveying purposes, including through the sale of the collected statistics. In such a case, all the data will be anonymised beforehand.

## **2.2 Which data is processed?**

Depending on the case, W-HA processes your personal data collected directly from you or as a result of the use of the products and services. W-HA may also receive data collected from you by a third party.

W-HA only processes data or a category of data insofar as such data or data category is strictly necessary for the intended purpose. Information on such purposes is available to you above.

W-HA processes the following categories of data:

- Identification data: name, surname, identifier, company registration number (SIREN), etc.
- Personal details: birth date, nationality, etc.
- Contact details: postal address, e-mail, phone number, etc.
- Economic and financial data: means of payment, payment history, etc.
- Data on connection and uses of the service and on interactions: connection logs, use logs, intervention reports, etc.
- Products and services subscribed or used.
- Customer profile and scoring for the purpose of customer segmentation

- Location data

### **2.3 Who receives your data?**

The collected data are aimed at W-HA internal departments and at its processors.

Data may also be processed by W-HA's partners. In such scenarios the partners are involved in the provision of the services. You may be asked to give your consent to such processing.

Finally, the processed data may be communicated to competent authorities, upon the latter's request to that end, within the framework of judicial proceedings, legal research, and requests for information by the authorities, or in order to comply with other legal obligations.

### **2.4 Is your data processed outside of the EU?**

The collected data may be processed outside of the European Union. In such case, W-HA will take all necessary steps with its processors and partners to guarantee an adequate level of protection for your data in full compliance with applicable regulation.

If the relevant processors or partners are not party to the Privacy Shield agreement in relation to transfers towards the United States of America, or are not located in a country having in place a legislation considered as providing adequate protection, they will either have signed beforehand the European Commission's "Standard Contractual Clauses" or they will be subject to Binding Corporate Rules as approved by the authorities.

### **2.5 Your rights**

You have a right of access to, rectification and deletion of your personal data. You are also entitled to request their portability. You also have the right to object to or request limitation of processes that are carried out.

You can issue guidance on the storage, deletion or communication of your personal data following your death.

Specific rules regarding cold calling: any consumer may register free of charge to have his/her name added on an opt-out list called "Bloctel" in order to stop receiving calls from professionals which he/she is not already in a relationship with. The consumer can register on the website [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr) or by regular mail sent to: Société Opposetel, Service Bloctel, 6, rue Nicolas Siret – 10 000 Troyes

### **2.6 How can you exercise your rights?**

You can exercise your rights at any time, as well as contact the Data Protection Officer at the address below.



Any request aimed at exercising your rights must be sent together with a photocopy of a proof of address (national ID card issued by the French State or EU ID card or passport, a resident card issued by the French State, a residency permit issued by the French State, or a circulation booklet issued by the French State). You will receive an answer within a one-month deadline from the receipt of your request.

### ***Electronic Banking and Electronic Money offers***

W-HA monétique et Paiement, Gestion des données personnelles, 25bis, avenue André Morizet, 92100 Boulogne-Billancourt

### ***Referrals to the CNIL***

If your exchanges with W-HA are not satisfactory, you can bring a complaint before the French Data Protection authority (*Commission Nationale de l'Informatique et des Libertés - CNIL*), which is the supervisory authority monitoring compliance with personal data protection obligations in France.

### **2.7 How is your data secured?**

W-HA ensures full security and protection for the processing of your data, including when certain operations are carried out by processors. To this end, appropriate technical and organisational measures are set up to prevent the loss, wrongful use, alteration and deletion of your personal data. These measures are adapted to the level of sensitivity of the processed data and to the level of risk to which its processing, or the implementation thereof, is exposed.

### **2.8 Amendments to the Data Protection Policy**

This Data Protection Policy can be amended over time.