

Entered into between:

The User, a natural person over 18 having legal capacity acting for its personal needs, using electronic money issued by W-HA through API-Money and distributed by [•],

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:

[Partner]

Hereinafter referred to as “[•]” or the “Partner”.

When the provisions apply to 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) 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 companies 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>).

The use of Electronic Money issued by W-HA through API-Money and distributed by the Partner requires the User to read and agree without reservation to the present General Terms and Conditions of Use.

### **Article 1. Definitions**

**API-money:** means the Application Programming Interface (or API) made available to the Partner by the Issuer in order to offer a payment/cash-in functionality on the Partner’s website through the issuance of Electronic Money.

**Payment Card:** means any valid debit or credit card issued by a credit institution, subject to acceptance by the Issuer (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 an Electronic Money account opened at the Partner's request by the Issuer in its books in the name of the User.

**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 or the European Economic Area.

**General Terms and Conditions of Use or GCU:** means the present General Terms and Conditions of Use applicable between the Issuer 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 Operations and the purchase of Electronic Money. The Partner Website GCU include the General Terms and Conditions of Use.

**Specific Conditions:** means the specific conditions to the General Terms and Conditions of Use, consisting primarily in the collection of the Users' Personal Data.

**Contract:** means the set of contractual documents composed of the General Terms and Conditions and the Specific Conditions.

**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. This personal data is communicated by the Partner to the Issuer for the sole purpose of opening an Account and managing the rights and obligations relating thereto, and the User has a right to access, rectify and object to his/her data by writing to W-HA's Customer Service to that end.

**Issuer:** means W-HA as referred in the headings hereof.

**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 events usually qualified by French Courts as Force Majeure, i.e. all cases resulting from abnormal and unforeseeable circumstances beyond the control of a party, the consequences of which would have been unavoidable despite all efforts to the contrary, or in case of malfunction of the internet and telecommunications networks, and for which the Parties are usually not held liable or considered in default in case of delay or non-performance.

**Fee:** means the fees owed to the Issuer for the issuance and management of Electronic Money under the Contract. 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-Recipient, the identification number of that User-Recipient's Bank Account as defined under the international standards applicable to Bank Accounts, which he/she provided to the Partner Website (and consequently to the Issuer), allowing him/her to make Withdrawals. For easier reference, IBAN shall also mean the User-Recipient's Bank Account of which it is the identifying number.

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

**Registration:** means the registration procedure whereby the Partner Website is provided with personal Data and/or Supporting Documentation for the purpose of use of the Partner Website 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 the Issuer.

**Working Day:** means any day actually worked in a company or a government agency. There are 5 working days in a week. As regards the Issuer, 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) repealing Directive 95/46/EC;
- Where relevant, texts adopted by the European Union and local laws that may apply to Personal Data processed within the framework of the Agreement.

**Electronic Money:** means the monetary value held under electronic form on the server of the Issuer and representing the debt of the Issuer towards the User. Electronic Money is issued by the Issuer against payment of the corresponding sum by the User and is distributed by the Partner.

**Payment Operation:** means the payment performed by a User-Payer to a User-Recipient's benefit for the purchase, by the latter, of a good or service. This Payment Operation takes the form of a purchase of Electronic Money from the Issuer and its transfer on the Account of the User-Recipient designated by the User-Payer.

**Partner:** means company [•], referred in the headings hereof, operating the Partner Website and offering its Users, as an agent of the Issuer, the possibility to open an Account, to purchase Electronic Money issued by the Issuer through the Website, and to use such Electronic Money to perform a Transaction.

**Supporting Documentation:** means the documents provided by the User in its dealings with the Partner Website, containing all necessary evidence for the conclusion of the Contract and the management of his/her Account. The required Supporting Documentation are specified in the GCU depending on the usage and are communicated by the Partner to the Issuer for the sole purpose of

opening an Account and managing the rights and obligations relating thereto, and the User has a right to access, rectify and object to his/her data by writing to W-HA's Customer Service to that end.

**Complaint:** means any request from a User in relation to the Contract or to API-money, as defined in section 6 hereof. In particular, under French Law *Loi Informatique et Libertés* of 6 January 1978 as amended, the User has a right to access, rectify and object to his/her data by writing to W-HA's Customer Service to that end. The Complaint must be sent by regular mail and state the name, surname and Personal ID. Pursuant to the regulation in force, it must also be signed, include a copy of a proof of ID bearing the User's signature, and state the address at which the answer should be sent.

**Refund:** means any refund by the Issuer of whole or part of the Electronic Money held by a User, as specified in section 5.4.

**Withdrawal:** means any request for transfer on the User-Recipient's Bank Account of whole or part of the Electronic Money he/she holds, minus the Commission or applicable Fees, as the case may be, as specified in section 5.3.

**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.

**Partner Website:** means the website operated by the Partner which offers API-money.

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

**Transfer :** means an operation by which a User-Recipient makes a transfer

- from a bank account held by the User-Recipient and opened with a credit institution located in one of the Member States of the EU or the European Economic Area
- to a bank account held by W-HA, and
- for the purpose of crediting his Account.

**User:** means any natural person over 18 having legal capacity, acting for its personal needs using Electronic Money through API-Money in order to perform or benefit from Payment Operation(s).

**User-Recipient:** means any person benefiting from a transfer of Electronic Money within the framework of a Transaction. A User-Recipient can also perform Transactions in favour of another User-Recipient.

**User-Payer:** means any person executing a Payment Operation to a User-Recipient's benefit.

**Article 2. Subject Matter**

The subject matter of these GCU is to define the conditions under which the Issuer provides services to the User through Electronic Money for the purpose of Payment Operations 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 eighteen (18) having legal capacity. The User declares that he/she acts on its own behalf for the whole duration of the Contract. In particular, the User thus undertakes to be the holder of the Payment Card or of the Bank Account registered with the Partner Website.

The User represents and warrants that he/she is a resident of a Member State of the EU or of the European Economic Area, and that the Payment Card or the Bank Account registered with the Partner Website is (are) opened with a credit institution located in a Member State of the EU or of the European Economic Area.

**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 ID (either a valid e-mail address or an active European mobile number).

Personal Data required	Supporting Documentation required
- valid e-mail address or active European mobile number	- N/A

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

As the User-Payer is acting for the sole purpose of the execution of a Payment Operation, he/she is considered as a casual payer and consequently no Account is opened under his/her name in the Issuer's books.

In order to perform a Payment Operation, the User-Payer shall provide his/her Payment Card number.

### 3.3.2 User-Recipient situation

In order to register, the User-Recipient shall state an ID (either a valid e-mail address or an active European mobile number), as well as a number of other Personal Data depending on his/her usage level. The use of the service is subject to amount ceilings and monthly ceilings as specified in section 3.4 below, depending on the Supporting Documentation provided. In addition to his/her ID, the User-Recipient shall at least provide the following information:

Personal Data required	Supporting Documentation required
<ul style="list-style-type: none"> <li>- valid e-mail address or active European mobile number</li> <li>- Name</li> <li>- Surname</li> <li>- Date of birth</li> <li>- IBAN (to make a Withdrawal)</li> </ul>	<ul style="list-style-type: none"> <li>- N/A</li> </ul>

The Issuer reserves the right to ask at any time and through the Partner additional identification information and data as well as all Supporting Documentation it deems necessary in order to satisfy its regulatory obligations.

The User-Recipient is the recipient of Electronic Money within the framework of Payment Operations, therefore an Account is opened in his/her name in the books of the Issuer.

In order to withdraw Electronic Money from his/her Account, the User-Recipient shall provide an IBAN on which the Issuer can transfer the corresponding amounts.

Moreover, the User-Recipient can also perform Payment Operations by him-/herself and may, in this respect, use his/her Payment Card and consequently he/she shall have to provide the number of such Payment Card. In addition, the Beneficiary User may also make Transfers.

The creation of an Account formalises the formation of the Contract. The Issuer and the Partner may not go through with a registration request without justification and without any compensation owed to the User.

### 3.3.3 User's liability

The User, either User-Payer or User-Recipient, is solely responsible for keeping his/her Personal ID 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 ID. The User is solely responsible of any use of his/her Personal ID.

### 3.4 Limits to the use of the Account

#### 3.4.1 *First limit to the use (transition from “basic” to “normal” use)*

Until the User-Recipient has provided the Issuer with the required information below, allowing for the control of his/her identity, the following limits will apply to the User-Recipient regarding the use of his/her Account:

- A maximum balance of 250€ in Electronic Money held on his/her Account through the Partner Website, and
- A maximum cash-in of 250€ per calendar month on his/her Account through the Partner Website.

If one of these two limits is exceeded, the Issuer will request from the User-Recipient, through the Partner, the following additional information, Personal Data as well as Supporting Documentation:

Additional Personal Data required	Supporting Documentation required
<ul style="list-style-type: none"> <li>- Nationality</li> <li>- Address or country of residence</li> <li>- IBAN</li> </ul>	<ul style="list-style-type: none"> <li>- Scanned copy of a valid ID bearing a 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> </ul>

Until this information, Personal Data and Supporting Documentation has been received and deemed satisfactory by the Issuer, the User-Recipient may not make withdrawals from his/her Account nor transfers from his/her Account to another Account.

However, until this information, Personal Data and Supporting Documentation is effectively provided, Payment Operations may still be executed and Electronic Money may continue to accrue on the User-Recipient’s Account until its balance reaches 2500€.

The first Withdrawal occurring after one of these two limits has been exceeded (balance or monthly cash-in amount) will necessary be made by the Issuer by a transfer to the User-Recipient’s IBAN.

The User-Recipient 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.

#### 3.4.2 *Second limit to the use (transition from “normal” to “intensive” use)*

Until the User-Recipient has provided the Issuer with the required information below, allowing for the control of his/her identity, the following limits will apply to the User-Recipient regarding the use of his/her Account:

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

If one of these two limits is exceeded, the Issuer will request from the User-Recipient, through the Partner, the following additional information, Personal Data as well as Supporting Documentation:

Additional Personal Data required	Supporting Documentation required
<ul style="list-style-type: none"> <li>- Nationality</li> <li>- Address or country of residence</li> <li>- IBAN</li> </ul>	<ul style="list-style-type: none"> <li>- scanned copy of valid ID (different from the one already provided in the previous paragraph) bearing a photo (National Identity Card, Passport, Driving license in the old French format or format of the European Union)</li> </ul>

Until this information, Personal Data and Supporting Documentation has been received and deemed satisfactory by the Issuer, the User-Recipient may not make withdrawals from his/her Account nor transfers from his/her Account to another Account.

However, until this information, Personal Data and Supporting Documentation is effectively provided, Payment Operations may still be executed and Electronic Money may continue to accrue on the User-Recipient's Account until its balance reaches 2500€ .

#### 3.4.3 *Last limit to the use (maximum "intensive" use allowed)*

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

- A maximum balance of 100 000€ in Electronic Money held on his/her Account through the Partner Website, and
- A maximum cash-in of 1 000 000€ per calendar month on his/her Account through the Partner Website.

#### 3.4.4 *Limits and constraints on the requests for Refund*

A User-Recipient may request at any time a Refund of the balance of his/her Account in cash corresponding to the nominal value of Electronic Money held, minus the applicable Fees, as the case may be. The Parties agree:

- If the User-Recipient requests a Refund in cash by postal order for an amount exceeding 100€, he/she undertakes to provide all information, Personal Data and Supporting Documentation required under section 3.4.1.
- Any Refund occurring after any one of the limits set in section 3.4.1. has been exceeded will be made by bank transfer (SEPA transfer).



**Article 4.      Functioning of a Payment Operation****4.1      Performance of a Payment Operation by a User-Payer**

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

Any Payment Operation by the User-Payer can only be performed by Payment Card, in one or several instalments. The amount thus paid by the User-Payer is collected by the Issuer against the issuance of Electronic Money of the corresponding nominal value, which the Issuer immediately credits on the designated User-Recipient's Account, minus the Commission.

If the transaction by Payment Card cannot be executed, the Payment Operation will be cancelled.

**4.2      Dispute raised by a User-Payer in relation to a Payment Operation**

Given the strong authentication process required from the User-Payer and implemented by the Issuer in order to execute the Payment Operation by Payment Card, the Transaction is deemed final.

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

**4.3      Crediting Electronic Money on a User-Recipient's Account****4.3.1      *Payment Operation performed by a User-Payer***

Any Payment Operation performed by a User-Payer is final. The Issuer issues, in accordance with section 4.1, Electronic Money which it immediately credits on the User-Recipient's Account.

**4.3.2      *Payment Operation performed by a User-Recipient***

Since a User-Recipient holds an Account, any of his/her Payment Operation is executed by a transfer between Accounts, subject to the transferor's Account balance remaining positive after deduction of the Fee.

**4.3.3      *Payment Operation performed by a User-Recipient***

Since a User-Recipient holds an Account, any of his/her Payment Operation is executed by a transfer between Accounts, subject to the transferor's Account balance remaining positive after deduction of the Fee.

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

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

### **5.1      Crediting an Account**

An Account is credited by the Issuer with Electronic Money in the following cases:

- Performance of a Payment Operation to the benefit of this Account by a User-Payer in accordance with section 4.3.1 or by a User-Recipient in accordance with section 4.3.2;
- A User crediting his/her own Account, whether by use of a Payment Card or a Transfer.

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

A Payment Operation between two User-Recipients is executed by transfer of Electronic Money from one Account to the other Account in accordance with section 4.3.2.

### **5.3      Withdrawal from an Account**

Electronic Money is withdrawn by the Issuer from an Account in the following cases:

- Performance of a Payment Operation to another User-Recipient's benefit in accordance with section 4.3.2;
- Withdrawal made by the User him-/herself, in which case the User-Recipient must hold an Account opened and managed in accordance with the GCU ;
- Refund in accordance with section 5.4 ; and
- Fees are charged in all cases.

### **5.4      Refund**

Any User holding Electronic Money can request at any time the Refund of all or part of the Electronic Money he/she holds.

In order to receive a Refund, the User must send a formal request to the Partner under the terms set out in the Partner Website GCU, by stating, in particular the selected means of Refund: by bank transfer (without Fee for the User, executed on the IBAN provided at registration) or, subject to the provisions of article 3.4.4, by postal order (with the applicable Fee as specified in [Annex 1](#)).

The User agrees for the relevant Fees to be paid by deducting the corresponding amount from the amount of the Refund.

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

The funds entrusted to the Issuer by the User for the purpose of issuance of Electronic Money at their nominal value are protected by the Issuer in accordance with the legislation in force.

The Issuer ensures full traceability of the funds collected through an interface with the Partner's Information System and the sharing of information, Personal Data and Supporting Documentation.

Moreover, the Issuer ensures that the Users' funds are kept separate under the conditions provided by law.

## **Article 6. User Complaints**

### **6.1 Requests for blocking**

The User must inform the Partner of any loss, theft or misuse of its Personal ID 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, the Issuer will immediately proceed with the request to block the Personal ID 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 concerned. The Issuer 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 Dispute raised in relation to a Transaction**

The Issuer 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 Users as well as information on the management of their Account under the conditions set out in the GCU. In order to obtain details or to ask questions, a User can also contact the Partner's Customer Service under the conditions set out in the Partner Website GCU.

In case of Complaint in relation to a Transaction, the User 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 13 (thirteen) months from the date of the Transaction.

The Issuer is not responsible for and does not handle Complaints relating to operations performed by Payment Card, which are directly submitted to the credit institution which issued the Payment Card under the conditions set out by such credit institution.

Likewise, the Issuer is not responsible for and does not handle Complaints relating to Transfers, which are directly submitted to the credit institution holding the bank account at the origin of the Transfer, under the conditions set out by such credit institution.

The Issuer 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, or in case of bad faith.

If the Complaint is deemed valid by the Issuer, the latter shall restore the Account's balance to its amount prior to the execution of the disputed Transaction by crediting the User with the corresponding amount of Electronic Money.

**Article 7. Amendment to the Contract****7.1 Amendment at the Issuer's request**

The Issuer 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 Refund. 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 Contract 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 Supporting Documentation 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 without delay 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 ;

- 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, the Issuer 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 IDs, 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 IDs or to leave them available to third parties ;
- Memorize his/her Personal IDs 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.);
- Notify the Partner, under the conditions set out in section 6.1, 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 Operations as well as of all other Transactions and movements occurring on his/her Account.

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

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

The Contract will enter into force from the receipt by the User of the Registration confirmation sent by the Partner. It is entered into for an indefinite period.

**Article 10. Right of withdrawal, termination of the Contract and closing of the Account****10.1 Right of withdrawal**

The User can use his/her right of withdrawal upon expiry of a deadline of fourteen (14) calendar days from the date of entry into force of the Contract.

During this deadline, in accordance with the provisions of the French Monetary and Financial Code and of the French Consumer Code on distance contracts, the User is entitled to terminate the Contract without justification or penalty even if performance of the Contract has already started. In such a case however, the User will remain liable to pay the Fee incurred during the period of use.

The User shall notify the exercise of his/her right of withdrawal within the prescribed deadline to the Partner's Customer Service under the conditions set out in the Partner Website GCU.

**10.2 Termination of the Contract and closing of the Account**

In case of termination of the Contract for any of the reasons set out below, the Issuer shall refund the balance of the User's Account after completion of the ongoing Transactions (including Fees). Once the Refund is made, the Account will be closed and the Issuer will be discharged from all obligations.

*10.2.1 Termination by the Issuer*

In case of serious breach, fraud, payment default on the part of the User, the Issuer reserves the right to suspend or terminate the Contract. Termination results in the closing of the Account and the Refund of the User, if applicable.

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

*10.2.2 Termination by the User*

The User may terminate the Contract at any time and subject to a prior notice of 30 (thirty) calendar days. Such Termination entails termination of the whole Contract 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.

*10.2.3 Death of the User*

The death or legal incapacity of the User ends the Contract as soon as the Issuer has been informed thereof. Transactions occurring from the date of death or legal incapacity are considered unauthorised, unless the successors or the notary in charge of the succession agree to authorise them. The Account will remain open for the duration necessary to the settlement of the succession

and the Issuer will refund the balance with the consent of the successors or the notary in charge of the succession.

## **Article 11. Blocking of the Account and Transaction rejection by the Issuer**

### **11.1 Blocking of the Account by the Issuer**

The Issuer is likely to block, restrict or terminate 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 ID is lost, stolen or misused and if the Issuer has been informed thereof in accordance with section 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 section 8.1.

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

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

In case of termination of the Account by the Issuer, as provided for in section 10.2.1, the Fees related to the closing of the Account will be borne by the User and specified in [Annex 1](#).

### **11.2 Transaction Rejection by the Issuer**

The Issuer may reject a Transaction performed on 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 the Issuer considers that the Transaction is suspicious or illegal;
- If the Transaction exceeds the thresholds imposed on the User under section 3.4 hereof;
- If the law, a court or any competent authority requires the Issuer to reject this 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 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 Transaction rejection by the Issuer, the Contract continues 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, 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 Electronic Money amount corresponding to the remaining balance of the inactive Account, until such balance reaches 0 (zero) or until the User requests full Refund of the outstanding balance.

The inactive status of the Account is reversible.

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

## **Article 13. Issuer's Liability**

### **13.1 General Liability**

The Issuer undertakes to implement all necessary means for the proper performance of API-money and shall in particular ensure that the User has its Electronic Money available continuously during Business Days.

However, the User is informed that some technical problems may occur, making Payment Operations impossible, and for which the Issuer cannot be held liable.

Whatever the grounds and nature of the claim, the Issuer 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**

The Issuer 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, the Issuer cannot be held liable for thefts, unauthorised destructions or communications of data resulting from non-authorised access to the Partner Website.



The Issuer 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. The Issuer 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. The Issuer 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 Operations, Transactions and other movements related to the Account.

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

Except if there are grounds for exempting the Issuer from liability as set out below, the Issuer must refund the User:

- Upon request made by the User in accordance with section 5.4, 10.1 or 10.2.2 ;
- In case of a Transaction not authorised by the User or not properly executed by the Issuer following a dispute raised by the User in accordance with section 6.2;
- 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 request refund directly from the Issuer by writing to W-HA'S Customer Service under the conditions set out for raising a Complaint.

### **Article 14. Issuer's exemption from liability**

The Issuer does not exercise any control over compliance, security, lawfulness, features and suitability of the products or services 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. The Issuer 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 Contract, the Issuer's liability towards the User is limited to the compensation of direct damage resulting from the non-performance of a contractual obligation defined herein.

The Issuer cannot be held liable for any loss or any damage resulting from:

- An event of Force Majeure ;
- A Transaction rejection by the Issuer pursuant to section 11.2;
- Compliance by the Issuer with applicable legal and 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 the Issuer;

- A request to block which was not made by the User.

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

The Issuer is subject to all European law on the fight against money laundering and terrorist financing.

Pursuant to these provisions, the Issuer must request from any User, before entering into a business relationship and before any Payment Operation, the reason, object and purpose underlying the opening of the Account or the execution of the Transaction. In addition, the Issuer 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 the Issuer of any exceptional operation compared to the usual operations executed using API-money, and to provide the Issuer with all required documents or information. The User acknowledges that the Issuer may suspend or terminate at any time the use of a Personal ID, the access to an Account or the performance of a Transaction or a Refund 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 request the communication of information on an 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 the Issuer, 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**

The Issuer shall process the Users' 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.

**16.2 Professional secrecy**

The Issuer 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, the Issuer may share information, Personal Data and Supporting Documentation 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.

The User can also specify expressly and in writing the third parties to which the Issuer 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 1316-1 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 and lasting copies within the meaning of Article 1348 of the French Civil Code.

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

In case of Complaint, and if the Parties fail to agree, the User may refer the Complaint in writing to the Issuer'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, the Issuer 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 herefrom in whole or in part, cannot be assigned to a third party by the User.

### **19.2 Sub-contracting**

The Issuer reserves the right to sub-contract all or part of API-money. In such case, the Issuer 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**

The Issuer 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. Applicable law and jurisdiction**

The General Terms and Conditions of Use are concluded 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 General Terms and Conditions of Use.

**Annexe 1 : Limites d'utilisation et Frais applicables au titre de la gestion des Comptes**

**1.1 Limites d'utilisation**

Use of the service	Maximum balance	Maximum monthly cash-in	Personal Data required	Supporting Documentation required	Bank Account details required
<b>Basic use</b>	250€	250€	<ul style="list-style-type: none"> <li>- valid e-mail address or active European mobile number</li> <li>- Name o</li> <li>- Surname</li> <li>- Date of birth</li> </ul>	- N/A	- IBAN (if Refund is wished)
<b>Normal use</b>	10 000€	100 000€	As above + <ul style="list-style-type: none"> <li>- Nationality</li> <li>- Address or country of residence</li> </ul>	<ul style="list-style-type: none"> <li>- Scanned copy of a valid ID bearing a photo</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</li> </ul>	IBAN + scanned copy of the bank account details stating the IBAN and the name of the holder of the account + the first withdrawal will necessarily be performed by bank transfer of the Issuer on this IBAN
<b>Intensive use</b>	100 000€	1 000 000€	As above + <ul style="list-style-type: none"> <li>- Address of residence</li> </ul>	As above + <ul style="list-style-type: none"> <li>- scanned copy of a valid ID (different from the one already provided in the previous paragraph)</li> </ul>	As above

**1.2 Level of Fees**

Fees applicable to an Account	Amount
Processing Fees for a refund by postal order.	15€
Account management Fees	1€/month after 12 months of inactivity
Closing Fees following termination by the Issuer	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 Data Processors 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 a 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 hereabove.

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 Data 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 investigations, 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 Data 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 Money offers***

W-HA monnaie électronique – Gestion des données personnelles, 25bis, avenue André Morizet, 92100 Boulogne-Billancourt.

### ***Electronic Banking offers***

W-HA monétique, 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 Data 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.