

## GENERAL TERMS AND CONDITIONS OF USE OF PAYMENT/ELECTRONIC MONEY SERVICES

**The Customer**, as the first party,

**And,**

**Treezor**, a "*société par actions simplifiée*" [French simplified private limited company] listed on the Paris Trade and Companies Register under the number 807 465 059, the registered office of which is at 33 avenue de Wagram, 75017, Paris, an accredited electronic money institution (CIB: 16798), authorised to provide payment services under the supervision of the ACPR, located at 4 place de Budapest, CS 92459, 75436 Paris, as the second party.

Collectively referred to as the "**Parties**" and individually as a "**Party**".

Treezor's accreditation may be verified at any time on the websites [www.regafi.fr](http://www.regafi.fr) and <https://euclid.eba.europa.eu/register>.

### CLAUSE 1. PURPOSE

The purpose of these General Terms and Conditions of Use of Payment / Electronic Money Services and the Appendices thereto (hereafter the "**Agreement**") is to define the terms and conditions under which Treezor shall provide the Customer with an Account with Payment and/or Electronic Money Services. Such Payment and/or Electronic Money Services are governed by the related Appendices, depending on the different services offered by the Partner and subscribed to by the Customer, where applicable. The Agreement may be viewed, at any time, on the Treezor website (<https://www.treezor.com/fr/>) and downloaded on a Durable Medium.

This Agreement is a payment services framework contract in accordance with Article L. 314-12 of the French Monetary and Financial Code and the Decree of 29 July 2009 on the relationships between payment services providers and their customers.

The Parties acknowledge that where a Customer is a natural person acting for business purposes or a legal entity, the alternative regime referred to in Article L.133-2 of the French Monetary and Financial Code shall apply.

### CLAUSE 2. CONTRACT DOCUMENTS

At the date of the signing hereof, the Agreement consists of:

- These General Terms and Conditions of Use of Payment/Electronic Money Services;
- Appendix 1: Definitions;
- Appendix 2: Privacy Policy;
- Appendix 3: Payment Services provided by Treezor applicable to the Account;
- Appendix 4, where applicable: General Terms and Conditions of Use of a Card.

Appendices 3 and 4 are independent. The application thereof is dependent on the Payment and/or Electronic Money Services offered by the Partner and subscribed by the Customer.

### CLAUSE 3. RELATIONSHIP BETWEEN THE AGREEMENT AND THIRD-PARTY CONTRACTS

Treezor is solely responsible for providing the Electronic Money Services and/or Payment Services referred to in the Agreement and cannot be held liable under the contractual terms and conditions between the Partner and the Customer for any services provided by the Partner to the Customer, to which Treezor is not a party.

This Agreement must be read in conjunction with the contractual terms and conditions of the Partner with whom the Customer has entered into a contract. In the event of any inconsistency between the two documents concerning the Electronic Money Services and/or Payment Services provided by Treezor, this Agreement shall take precedence.

Treezor shall not become involved in any dispute, other than relating to a Payment Order, which may arise between the Customer or User and the Acceptor. Such a dispute shall not justify a refusal by the Customer / User to honour a payment, under any circumstances.

### CLAUSE 4. OPENING OF AN ACCOUNT

The Customer must fulfil the obligations described below in order to be able to benefit from the



Payment and/or Electronic Money Services offered by Treezor.

#### **4.1. Customer representations**

During the term of the Agreement, the Customer, irrespective of whether it is a natural person or legal entity with legal capacity, expressly represents that:

- It shall use the Payment and/or Electronic Money Services exclusively for non-business purposes or exclusively for business purposes, excluding any combined use, and acknowledges and accepts that its rights may vary depending on whether such use is for business or non-business purposes;
- It has legal capacity to use the Payment and/or Electronic Money Services provided by Treezor;
- All information provided by it to Treezor, including through Treezor's Partner, is correct;
- It is resident in France or in the European Economic Area and;
- It has entered into a valid contract with the Partner in accordance with the contractual terms and conditions of the Partner.

#### **4.2. Submission of identification documents**

In accordance with anti-money laundering and counter-terrorist financing obligations, the opening of an Account is subject to the submission and approval of identification documents.

The Customer shall submit a valid, official identity document and any other document requested to Treezor, via the Partner.

Treezor may ask the Customer to provide additional information and/or documents, which may be needed for it to comply with its identification obligations.

During the term of the Agreement, the Customer undertakes to (i) promptly update its identification documents and information, and where applicable, (ii) respond to any request to update those documents or information by Treezor or the Partner. Documents and information are updated directly via Treezor's Partner.

#### **4.3. Approval of the Agreement**

This Agreement is approved by the Customer on a Durable Medium via a remote consent procedure.

#### **4.4. Confirmation of an opened Account**

Treezor may refuse to open an Account for any reason, without having to justify its decision. Such refusal will not grant any entitlement to damages.

The Customer will be informed by the Partner of the acceptance or refusal to open an Account, in accordance with the terms and procedures stipulated in the contractual terms and conditions between it and the Partner.

#### **4.5. User**

The Customer may designate one or several Users in accordance with the terms and procedures stipulated in the contractual terms and conditions between it and the Partner.

The nature and scope of the User's authority are defined in the contractual terms and conditions of the Partner.

The Customer acknowledges and accepts that it remains fully liable towards Treezor for any transaction carried out by the User in relation to the provision of Payment and/or Electronic Money Services by Treezor.

#### **4.6. Opening an account for a minor**

Subject to express authorisation in writing from their legal representative, minors under the age of eighteen (18) may open an Account.

The identification documents requested in CLAUSE 4.2 "SUBMISSION OF IDENTIFICATION DOCUMENTS" shall be the documents of the legal representative expressly authorising the opening of the Account in writing, and the documents of the relevant minor.

In addition, Treezor shall request a document showing evidence of the power of attorney (family registration booklet, court judgment, etc.).

Additional conditions may be imposed depending on the services subscribed to with the Partner.

### **ACCOUNT FEATURES**

#### **CLAUSE 5. ACCOUNT FEATURES**

The Account is a personal account opened in the name of one holder, the Customer.

The Account is exclusively intended for Payment Transactions and is denominated in euros.

The Account has no authorised overdraft facility.



The Customer will not be provided with a cheque service. The Account does not permit the issuance or cashing of cheques.

The Customer can only have one Account per Partner.

## **CLAUSE 6. ACCOUNT OPERATION**

### **6.1. Account balance**

The Customer undertakes to always have a sufficient balance on the Account before executing any Payment Transaction that may show a negative balance on the Account.

In the event that the Account balance is not sufficient to execute a Payment Transaction, the Payment Transaction may be fully or partly rejected by Treezor. Fees may be charged where applicable, as set out in the Partner's pricing terms.

### **6.2. Online Account Access**

The Account and the associated Payment and/or Electronic Money Services can be accessed online from the Partner's Website or Mobile Application.

The procedures for accessing the Account online and the general terms and conditions of use of the Partner's Website and Mobile Application shall be provided to the Customer by the Partner.

### **6.3. Power of Attorney**

The Customer may give a person power of attorney to operate its Account, as it would do so itself, in accordance with the provisions of the power of attorney. However, only the Customer may close its Account and terminate the Agreement.

The person designated by the Customer must not be banned from holding a bank account or banned from court. The Customer is fully responsible for designating the relevant person. Any transactions initiated by the designated person shall commit the Customer as if it had executed them itself. Treezor shall provide a power of attorney form via the Partner. The Customer must ask the Partner for that power of attorney form.

This form must be completed and signed by hand or electronically by the Customer and sent to Treezor via the Partner. The power of attorney will only be effective upon the receipt by Treezor of the duly completed form provided it is valid and accepted.

The power of attorney may be revoked by the Customer or the designated person who shall inform the Partner thereof, and the Partner shall send the revocation to Treezor. It shall automatically

terminate in the event of death or, where applicable, the judicial liquidation of the Customer or of the designated person.

The revocation shall become effective on the date of receipt of the notification by Treezor. The Customer shall remain liable for any Payment Transactions by the designated person further to the revocation of the power of attorney until that revocation has been notified to Treezor.

Treezor reserves the right to accept, refuse or withdraw the submitted power of attorney.

The power of attorney shall not entitle the person designated in the power of attorney to any remuneration.

Finally, the Customer expressly relieves Treezor from the professional secrecy of Account information with regard to the person designated in the power of attorney.

## **INFORMATION AND COMMUNICATION**

## **CLAUSE 7. BANK DETAILS**

A unique identifier is associated with the Customer's Account, unless the Customer only subscribes to Electronic Money Services. That identifier is indicated in the Bank Details of the Customer's Account and consists of (i) the IBAN and (ii) the BIC. Depending on the Payment Transaction, the Customer must provide its IBAN and/or its BIC.

The Customer is solely responsible for the accuracy of its unique identifier when providing it for Payment Transactions.

The Bank Details of the Customer's Account are available on the Partner's Website or Mobile Application.

## **CLAUSE 8. ACCOUNT STATEMENTS**

Account statements are published monthly for the Customer's Account and are provided to the Customer on a Durable Medium on the Partner's Website or Mobile Application.

A different publication frequency may be specified in the contractual terms and conditions between the Customer and the Partner and in accordance with the pricing specified therein.

At any time during the contractual relationship and on request by the Customer to the Partner, a hard copy of the monthly account statements may be sent to it by the Partner free of charge.



The Customer is advised to keep its account statements for a minimum of five (5) years and it shall be responsible for checking the regularity of any Payment Transactions shown on the Account statement.

#### **CLAUSE 9. CUSTOMER COMMUNICATION**

The Customer acknowledges and accepts that its relationship with Treezor is paperless.

Any information or document to be sent to the Customer will be provided by the Partner on a Durable Medium. Such documents are also available to the Customer on the website [www.treezor.com](http://www.treezor.com).

At any time during the contractual relationship and on request by the Customer to the Partner, a hard copy of the Agreement may be sent to it free of charge.



## TERM - TERMINATION OF THE AGREEMENT

### CLAUSE 10. TERM OF THE AGREEMENT AND RIGHT OF WITHDRAWAL

The Agreement is entered into for an indefinite period until the Account is closed. It shall become effective upon the acceptance hereof by the Customer.

In accordance with Articles L. 222-7 et seq. of the French Consumer Code, the Customer has a period of fourteen (14) calendar days to withdraw from the Agreement, free of charge and without cause, by sending the sample withdrawal form by email to the Partner, in accordance with the procedures specified in the terms and conditions between it and the Partner. That period shall start from the signing of this Agreement and shall be evidenced by the date of sending the withdrawal email.

This Agreement shall be cancelled without any fees and/or costs being payable if the Customer decides to withdraw from the Agreement before it is provided with the services specified herein.

If the Customer decides to withdraw from the Agreement after services have already been provided to the Customer by Treezor, this Agreement shall be cancelled and: (i) Treezor shall promptly refund the Customer, within a maximum of thirty (30) days, all sums collected pursuant to this Agreement, excluding sums for the service actually provided prior to withdrawal and (ii) the Customer is required to promptly refund Treezor, within a maximum of thirty (30) days, any sum that the Customer has received from Treezor and, without delay, any sums to repay any debit balance of the Account in full.

The Customer is informed that its exercise of its right of withdrawal pursuant to this Agreement shall automatically result in its withdrawal from the contractual terms and conditions of the Partner. Conversely, its exercise of its right to withdraw from the contractual terms and conditions of the Partner shall automatically result in its withdrawal from this Agreement.

The Customer may expressly and unreservedly request to be provided with the services specified herein immediately, before the end of the withdrawal period.

The right of withdrawal specified in this clause shall not apply when the Customer is acting for business purposes.

### CLAUSE 11. TERMINATION

#### 11.1. Termination by the Customer

The Customer may, at any time and without cause:

- Terminate this Agreement, which will involve the automatic closure of the Account and the termination of all Additional Account Services that may have been subscribed by the Customer. Any request to close the Account shall automatically result in the termination of the Agreement in its entirety.
- In accordance with the terms and conditions of the Partner, terminate one or more of the Payment or Electronic Money Services provided by Treezor, excluding the Account, which shall not terminate the entire Agreement or close the Account (e.g. termination of card services only as set out in Appendix 4 hereto).

Any request for termination (i) must first be issued to Treezor's Partner in accordance with the procedures specified in the Partner's terms and conditions of use and (ii) shall immediately suspend the use of all Payment and Electronic Money Services on the date of receipt of the request for termination.

In the event of closure of the Account, any credit balance will be returned to the Customer, within a maximum of thirty (30) calendar days, by bank transfer to an account opened, in the SEPA area, in the name of the Customer and the Bank Details of which will have been provided in the request for termination, subject to any payment transactions in progress and any outstandings, payments rejected by banks and the stoppage of future payments and except where the Customer has only subscribed to electronic money services. The thirty (30) day period shall start from the communication of valid Bank Details to Treezor.

In the event of closure of the Account, the Customer must ensure that a sufficient balance is maintained on its Account over the thirty (30) calendar day period to ensure the execution of any payment transactions initiated or authorised by the Customer.

The Customer shall remain liable towards Treezor in the event of a debit balance and must refund Treezor for any amount that has been paid by Treezor on behalf of the Customer, or which is unduly payable by Treezor, including after the termination of this Agreement and after the thirty (30) day period.



The Customer shall ensure compliance with all the provisions of this Agreement during that thirty (30) period, and in any event up to the effective closure of the Account.

Any collection costs will be borne by the Customer.

### **11.2. Termination by Treezor**

#### **a. Termination with notice**

Treezor may, at any time and without cause, subject to observing a two (2) month notice period:

- Terminate this Agreement, which will involve closing the Account and terminating all additional Account services that may have been subscribed by the Customer.
- Terminate one or more services provided by Treezor excluding the Account, which shall not result in the termination of the Agreement or in the closure of the Account (e.g. termination of card services only).

The notice period is one (1) month when the Customer is a natural person or legal entity acting for business purposes.

#### **b. Termination without notice**

The Agreement may be terminated with immediate effect in the event of a serious breach or when the user has intentionally used its account for seriously reprehensible purposes, in particular: an illegal money laundering or terrorist financing activity, violence, threat or insult against an employee of Treezor or the Partner, unusual use of the Account, submission of incomplete, false or inaccurate documents, disclosure of Personalised Security Credentials to any person other than a User, or any representative with valid power of attorney, or any breach of a legal or regulatory obligation.

In the event of a change in the applicable Regulations affecting Treezor's ability to execute payment transactions, this Agreement will also be automatically terminated. The Customer will be informed of the termination of this Agreement or of some of the services via the Partner and through notification on a Durable Medium.

#### **c. Effects of termination**

As from the effective date of the termination, any credit balance will be returned to the Customer by bank transfer to an account opened in the name of the Customer, the details of which will be valid and will have been provided to the Partner by the Customer in advance, subject to any Payment Transactions in progress and any outstandings,

payments rejected by banks and the stoppage of future payments.

### **11.3. Interrelationship between the Agreement and the contractual terms and conditions of the Partner**

The Customer acknowledges and accepts that the termination of the partnership agreement signed between Treezor and the Partner, for whatever reason, will automatically result in the automatic termination of this Agreement and in the closure of the Account.

## **COMPLAINT / MEDIATION**

### **CLAUSE 12. COMPLAINT**

Only issues relating to the Payment and/or Electronic Money Services provided by Treezor may be the subject of a complaint.

First, the Customer must contact the Partner's complaints department, the contact details of which are stated in the contractual terms and conditions between the Customer and the Partner.

If it wishes, the Customer may also contact Treezor's complaints department

(i) by telephone on (+33) (0)1.84.19.29.81 (free service + call price depending on operator), from Monday to Friday excluding French public holidays, from 9:00 a.m. to 1:00 p.m. and from 2:00 p.m. to 6:00 p.m. CET,

(ii) by email at the following address: [reclamations@treezor.com](mailto:reclamations@treezor.com) or

(iii) by post at the following address:

TREEZOR SAS

Service Réclamations

33 avenue de Wagram 75017 Paris, France.

Treezor (i) will acknowledge receipt of the complaint within ten (10) Business Days of receipt and (ii) will provide a response addressing all the issues raised in the claim within fifteen (15) Business Days following receipt of the claim.

In exceptional situations, if a reply cannot be given within fifteen (15) Business Days, the Customer will receive a definitive reply no later than thirty-five (35) working days following receipt of the complaint.

### **CLAUSE 13. MEDIATION**

If the Customer believes that the response to its complaint is not satisfactory or if Treezor has not





response to its complaint within thirty-five (35) Business Days, the Customer may, free of charge and without prejudice to any referral to a competent court, contact the Consumer Mediator at the *Association des établissements de paiement et de monnaie électronique ("AFEPAME")* in writing via the website

<https://mediateur-consommation-afepame.fr/>.

This clause applies only to Customers that are consumers.

By referring to the AFEPAME Consumer Mediator, the Customer expressly lifts Treezor from its professional secrecy duty with regard to the communication of information necessary for the mediation process.

## PRICING

### CLAUSE 14. FEES

The pricing terms applicable to the Payment and/or Electronic Money Services are provided to the Customer by the Partner and are set out in Treezor's Partner's general terms and conditions of use. Every year, in January, a specific document summarising all the fees received over the previous calendar year for the provision of the Electronic Money Services and/or Payment Services specified herein will be sent to the Customer on a Durable Medium.

The fees payable by the Customer pursuant to the Agreement are in addition to any fees charged by the Partner for its own services. The fees payable by the Customer pursuant to the Agreement are charged by the Partner, except for inactivity costs, which are charged to the Customer directly by Treezor.

Any sums payable by the Customer may be offset and the authorisation of any Payment Transaction may be subject to the payment in full of any sums due and payable by the Customer.

### CLAUSE 15. CURRENCY EXCHANGE

When carrying out Payment Transactions in a currency other than the euro, a monetary exchange transaction will be carried out.

The fees and commissions applicable to currency exchange transactions are specified in the contractual terms and conditions between the Customer and the Partner.

The applicable exchange rate is the rate applied by the relevant card scheme (e.g. Visa or Mastercard) on the processing date of the relevant transaction.

## SECURITY

### CLAUSE 16. SECURITY MEASURES

Payment Instruments and identifiers issued by Treezor must be retained with the utmost care by the Customer.

Upon receipt of a Payment Instrument, the Customer shall take all reasonable measures to safeguard the use of its Personalised Security Credentials.

These obligations shall apply, in particular, to Cards, PIN numbers and to any procedure securing Payment Orders agreed between the Customer and Treezor and/or the Partner. The Customer shall use the Payment Instruments issued to it in accordance with the terms and conditions governing the issuance and use thereof.

Any disclosure of the Personalised Security Credentials or in particular, where applicable, of the Card, the Card Information and/or the PIN number, to a third party will constitute a serious breach by the Customer, including when such disclosure is due to the User, and is therefore liable to the immediate termination of the Agreement pursuant to CLAUSE 11 "TERMINATION".

As an exception to the above and depending on the contractual terms and conditions between the Customer and the Partner, the Customer is authorised to disclose the Personalised Security Credentials relating to its Account and, where applicable, to any other service or payment instrument, to a User duly designated by the Customer and approved by the Partner: the User. The User is then bound by the same obligations as the Customer with regard to the security measures stipulated herein.

In the event of the loss, theft, misappropriation or unauthorised use of its Payment Instrument or the associated credentials, the Customer must promptly notify the Partner so that the Payment Instrument can be blocked. That notification must be issued to Treezor's Partner in the manner described in Treezor's Partner's general terms and conditions of use.

If the loss, theft or misappropriation of a payment instrument has been notified, the Customer may then obtain evidence from Treezor, on request to the Partner and within eighteen (18) months of the notification issued, allowing it to prove that it issued that notification.



#### **CLAUSE 17. STRONG AUTHENTICATION**

In accordance with the Regulations in force, where necessary, Treezor shall apply Strong Customer Authentication measures when the Customer:

- accesses its Account online under the conditions specified in the contractual terms and conditions between the Partner and the Customer and/or in the terms and conditions of use of the Partner's Website or Mobile Application;
- executes a payment transaction using a means of distance communication, which may present a risk of payment fraud or of any other fraudulent use.

Where applicable, if the Customer subscribes to the Card Services described in Appendix 4, Strong Authentication measures may be applied in certain cases when using the Card and in particular when making payments online.

The Strong Authentication measures applicable to Card payments are notified to the Customer/User in the contractual terms and conditions between Treezor's Partner and the Customer and/or in the terms and conditions of use of the Partner's Website.

#### **CLAUSE 18. BLOCKING OF A PAYMENT INSTRUMENT BY TREEZOR**

Treezor reserves the right to block a Payment Instrument, for objectively justified reasons related to the security of the Payment Instrument, the suspicion of unauthorised or fraudulent use of the Payment Instrument or a significantly increased risk that the Customer may be unable to fulfil its liability to pay. The Customer shall contact the Partner to find out the reasons for the blocking, which shall be disclosed by the Partner unless giving such information would compromise objectively justified security reasons or is prohibited by other relevant EU or national legislation.

#### **CLAUSE 19. STOPPAGE OF PAYMENTS**

In the event of the loss, theft, misappropriation or unauthorised use of its Payment Instrument or the associated credentials, the Customer must promptly notify the Partner so that the Payment Instrument can be blocked.

Further to that notification, Treezor shall immediately process the request to block the Payment Instrument. A registration number for the request is sent to the Customer by the Partner.

Treezor reserves the right to ask the Customer for any document (written statement, copy of the complaint submitted) showing evidence of the reason given for requesting the blocking of the Payment Instrument.

#### **CLAUSE 20. ACCOUNT SUSPENSION**

All or some of the Payment and/or Electronic Money Services provided to the Customer may be temporarily and immediately suspended at Treezor's discretion for the following reasons:

- if the Customer has failed to comply with the terms of the Agreement;
- in the event of an increased risk that the Customer may be unable to fulfil its liability to pay;
- in the event of the receipt by Treezor of an unusually high number of requests for refunds, cancellation of payment orders, uncovered debit balances or disputed unauthorised payment transactions;
- in the event of a suspected serious breach as defined in CLAUSE 11 "Termination" of this Agreement.

The suspension decision is notified to the Customer by the Partner.

The Services may be reactivated at Treezor's discretion, on production of documentary evidence by the Customer, where applicable.

Depending on the severity of the breach, Treezor reserves the right to terminate the Agreement in accordance with CLAUSE 11 "TERMINATION".

Treezor reserves the right to claim damages from the Customer.

### **ADDITIONAL SERVICES**

#### **CLAUSE 21. CARD**

Depending on the services offered by the Partner to the Customer, the Customer and/or the User may receive a Card in accordance with the terms specified in Appendix 4 of this Agreement.

#### **CLAUSE 22. CASH WITHDRAWAL AND DEPOSITS**

Depending on the services offered to the Customer by the Partner, the Customer and/or the User may benefit from a cash withdrawal and deposit service on its Account. Limits on amounts may apply





depending on the contractual terms and conditions between the Customer and the Partner.

Cash deposit and withdrawal transactions must be carried out with approved retailers, a list and the contact details of which will be provided to the Customer by the Partner.

Cash deposit and withdrawal transactions will be credited to or debited from the Customer's Account on the day of completion of the transaction with the approved retailer or, if that day is not a Business Day, the following Business Day.

Approved retailers act as Treezor's payment services agent.



## ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING

### CLAUSE 23. ANTI-MONEY LAUNDERING, COUNTER-TERRORIST FINANCING AND INTERNATIONAL SANCTIONS

Treezor is bound to comply with (i) applicable anti-money laundering and counter-terrorist financing regulations and (ii) international sanctions and asset freezing measures. In particular, Treezor must apply due diligence measures to the Customer, its beneficial owners, its agents and all transactions carried out.

Thus, before entering into a business relationship, and throughout the term of the business relationship, Treezor may ask the Customer, including through the Partner, to provide it with any information that Treezor deems useful for compliance with those regulations.

In accordance with the applicable Regulations, Treezor reserves the right to suspend or to not execute a transaction or to terminate these Terms and Conditions, particularly in cases where (i) the Customer does not provide the necessary information for compliance with those regulations or (ii) the Services are provided to a Customer or in a country or territory subject to economic or financial sanctions, trade embargoes or similar measures adopted, promulgated, or implemented by the United Nations, the United States of America, the United Kingdom, the European Union, France or any Member State or any other sanction recognised by Treezor or, (iii) an account is used in a manner constituting a breach of the sanctions mentioned in (ii), including, in particular, any direct or indirect payment to or from a person subject, directly or indirectly, to such sanctions or located in a country or territory to which sanctions have been extended. As such, Treezor may issue any declaration to the competent authorities.

## PROTECTION OF PRIVACY

### CLAUSE 24. PERSONAL DATA

The personal data collected is subject to processing, for which Treezor is the data controller in accordance with the French Data Protection Act No 78-17 of 6 January 1978 and the General Data Protection Regulation of 27 April 2016.

The applicable policy on personal data is included in Appendix 2 to this Agreement.

### CLAUSE 25. CONSENT TO THE USE OF DATA NECESSARY FOR THE EXECUTION OF PAYMENT SERVICES

In accordance with Article L. 521-5 of the French Monetary and Financial Code, by accepting this Agreement, the Customer expressly agrees to allow Treezor to access, process and store any information provided by the Customer in order to execute the Electronic Money Services and/or Payment Services.

These provisions and such consent do not affect the respective rights and obligations of Treezor and the Customer with regard to the protection of personal data. The Customer may withdraw its consent by closing its Account. If it withdraws its consent in that way, Treezor will stop using those data to provide Electronic Money Services and/or Payment services. However, Treezor may continue to process those data for other legitimate purposes and reasons, in particular pursuant to its legal obligations.

### CLAUSE 26. PROFESSIONAL SECRECY

In accordance with Article L. 526-35 of the French Monetary and Financial Code, Treezor is bound by professional secrecy. Therefore, any information concerning the Customer and its transactions, which is covered by professional secrecy, cannot be disclosed to a third party without the Customer's consent, other than to:

- Partners acting as electronic money distributors and/or payment services agents;
- Public authorities such as, in particular, the ACPR, the Banque de France, the *Institut d'émission d'outre-mer*, the *Institut d'émission des départements d'outre-mer*, a judicial authority acting in criminal proceedings or the tax authorities;
- Persons with whom Treezor negotiates, executes or enters into the following transactions: (i) acquisitions of interests or control in an electronic money institution, (ii) assignments of assets or goodwill, (iii) assignments or transfers of agreements, (iv) service contracts entered into with a third party in order to entrust it with important operating functions and (v) during the study or preparation of any type of agreement or transaction, when those



entities are part of the same group as the discloser;

- Entities in the Société Générale Group to which Treezor belongs for the reasons and under the conditions stated in Article L. 511-34 of the French Monetary and Financial Code and which relate, in particular, to the organised activities of the Société Générale Group to combat money laundering and the financing of terrorism.

In this context, throughout the term of this Agreement, the Customer expressly authorises professional secrecy to be lifted vis-à-vis:

- any company in the Société Générale Group and any subcontractor or any external service provider bound by professional secrecy, under the same conditions as Treezor, and involved in the provision of the Electronic Money Services and/or the Payment Services covered by this Agreement;
- any company in the Société Générale Group with which the Customer is in or enters into a business relationship, for the purpose of updating any data collected by those companies, including information relating to its tax status and compliance with Treezor's regulatory obligations on anti-money laundering, counter-terrorist financing and asset freezes;
- any company in the Société Générale Group with which the Customer is in or enters into a business relationship, for the purposes of preventing, detecting and combating fraud and pooling IT resources in particular.

## INCIDENTS

### CLAUSE 27. OPERATING INCIDENT

Any transactions requiring specific processing, in particular when they result in an irregularity or an operating incident on the Customer's Account, are subject to specific fees as specified in the contractual terms and conditions between the Customer and the Partner.

No fees or interest will be charged when the operating incident is due to an error, omission or fault attributable to Treezor.

### CLAUSE 28. ENFORCEMENT MEASURES – UNATTACHABLE ACCOUNT BALANCE

Treezor shall apply any enforcement procedure notified to it.

In accordance with the conditions and procedures defined by law, and within the limit of the credit balance of the Customer's Account on the day of the attachment, Treezor will leave an amount determined by law at the disposal of the Customer for food and maintenance.

## MISCELLANEOUS PROVISIONS

### CLAUSE 29. FORCE MAJEURE

Treezor cannot be held liable in the event of force majeure, as defined in Article 1218 of the French Civil Code and construed by case law.

### CLAUSE 30. ASSIGNMENT

This Agreement and all the rights and obligations relating thereto may not be assigned by the Customer, in whole or in part, against payment or free of charge.

Treezor may assign this Agreement, and all or some of the rights and obligations relating thereto, to any third-party institution provided that it has the necessary authorisations to provide the Electronic Money Services and/or Payment Services specified herein to the Customer.

### CLAUSE 31. SET-OFF

It is agreed between the Parties that the mutual, liquid and payable debts of Treezor and the Customer resulting from the execution of the Agreement shall be offset by debiting and crediting the Account within the limit of the available balance.

In the absence of sufficient funds in the Customer's Account, the outstanding amount payable by the Customer after set-off is entered on its account statement on a specific row corresponding to a payable debt.

### CLAUSE 32. BANKING MOBILITY

In accordance with the applicable Regulations, the Customer benefits from a free banking mobility service. This system allows the Customer to automatically transfer regular direct debit transactions from an account opened with another institution to its Account and vice versa.



The terms under which the Customer can benefit from the banking mobility service are specified by the Partner.

This clause does not apply to business Customers.

#### **CLAUSE 33. PROTECTION OF FUNDS**

In accordance with the applicable Regulations, funds credited to the Customer's Account are protected and are entered in a ring-fenced account opened with a credit institution.

They are thus protected from any action by other creditors of Treezor, including in the event of enforcement or insolvency proceedings initiated against Treezor.

#### **CLAUSE 34. BROCHURE**

A European Commission brochure on payment services is available on Treezor's website.

#### **CLAUSE 35. DEATH**

In the event of the death of a Customer who is a natural person, the Partner must be notified as soon as possible by the heirs or their representative, in accordance with the procedures specified in the Partner's terms and conditions.

Sums held by Treezor on behalf of the deceased Customer will be blocked by Treezor, subject to any transactions in progress, as soon as it is informed, and released according to the terms of settlement of the estate.

Where applicable, the rules on inactive accounts as specified in CLAUSE 36 "INACTIVE ACCOUNTS" shall apply.

#### **CLAUSE 36. INACTIVE ACCOUNTS**

An Account is deemed to be inactive in accordance with the applicable Regulations under the following conditions:

- at the end of a period of twelve (12) months during which the following two conditions are fulfilled: (i) no transactions have occurred on the Account, excluding any interest credited and any charges and commissions of any kind debited and (ii) the Customer, its legal representative or an authorised person has not had any contact with the Partner, in any form, and has not carried out any transactions on any other account opened in its name with Treezor; or
- if the Customer is deceased, at the end of a twelve (12) month period following the death, during which none of the heirs has

informed the Partner of their intent to invoke their rights to the assets listed in the Account.

When an Account is deemed to be inactive, Treezor shall inform the Partner by any means, who shall inform the Customer, its legal representative, an authorised person or, where applicable, its heirs known to Treezor and shall notify them of the related consequences. Where applicable, this information is updated annually until measures are implemented to deposit the assets with the *Caisse des dépôts et consignations*.

Assets listed in inactive Treezor Accounts must be deposited with the French *Caisse des dépôts et consignation*:

- after ten (10) years from the date of the last transaction, excluding any interest credited and any charges and commissions of any kind debited by Treezor, or from the date of the last contact with the Customer, its legal representative or an authorised person; or
- after three (3) years from the date of the Customer's death.

In the absence of a request for restitution sent to the *Caisse des dépôts et consignation*, the sums shall be definitively acquired by the French State after a period of:

- twenty-seven (27) years from when they are deposited with the *Caisse des dépôts et consignation* in the event of the Customer's death;
- twenty (20) years from when they are deposited with the *Caisse des dépôts et consignation* in other cases.

#### **CLAUSE 37. AMENDMENT OF THE AGREEMENT**

The provisions of this Agreement may be amended and/or supplemented by Treezor at any time.

The Customer (who is a consumer) is informed of any amendment to the Agreement, by any means, at least two (2) months before the effective date of the proposed amendments.

Notwithstanding the above, the Customer is informed one (1) month before the effective date of the proposed amendments when the Customer is a legal entity or a natural person acting for professional purposes.

In the absence of any written objection by the Customer before the end of the notice period, the



Customer will be deemed to have accepted the amendments to the Agreement.

Conversely, where he refuses the proposed amendments, the Customer may terminate the Agreement at any time before the effective date of the amendments, free of charge. In the absence of termination of the Agreement within the aforementioned deadline, the modifications are deemed to have been definitively approved by the Customer.

This request does not affect any debits for which the Customer shall remain liable. The Account will be closed in accordance with the same terms as in CLAUSE 11 "TERMINATION".

Any legal or regulatory measure which would have the effect of modifying all or part of the Agreement will take effect as soon as it comes into force.

#### **CLAUSE 38. INTERPRETATION**

Any reference to a legal provision means the provision as it may be amended, replaced or codified insofar that the amendment, replacement or codification applies or is likely to apply to the transactions specified in this Agreement.

References to a person will include its successors and authorised assignees.

#### **CLAUSE 39. LANGUAGE - APPLICABLE LAW - JURISDICTION**

French shall be the language used in all pre-contractual and contractual relationships as well as in any communication between the Customer and Trezor.

The Agreement as well as the pre-contractual relationship are exclusively subject to French law.

The courts with jurisdiction are the courts in France.

#### **CLAUSE 40. VALIDITY**

If any provision of this Agreement is invalid or unenforceable pursuant to the Regulations, it will be deemed to have not been written. However, it will not affect the validity or enforceability of the other provisions of the Agreement, and in any case, it will not affect the continuity of the contractual relationship, unless the nature of that clause is such that it modifies the purpose of the Agreement.



## FORM TO WITHDRAW FROM THE GENERAL TERMS AND CONDITIONS OF USE OF PAYMENT/ELECTRONIC MONEY SERVICES

I, the undersigned, \_\_\_\_\_,

born on \_\_\_\_\_,

residing at \_\_\_\_\_ (town and post code)

hereby declare that I am terminating my undertakings pursuant to the GENERAL TERMS AND CONDITIONS OF USE OF PAYMENT/ELECTRONIC MONEY SERVICES signed with Treezor, and am terminating all the associated services.

I acknowledge that my withdrawal from the GENERAL TERMS AND CONDITIONS OF USE OF PAYMENT/ELECTRONIC MONEY SERVICES signed with Treezor shall result in my withdrawal from any undertaking with the Partner.

My withdrawal is only valid if it is sent before the end of the time frames mentioned in CLAUSE 10 "Withdrawal" of the GENERAL TERMS AND CONDITIONS OF USE OF PAYMENT/ELECTRONIC MONEY SERVICES signed with Treezor, and if it is legible and has been completed in full.

Date: .....

Customer's signature:

Only to be returned if you wish to terminate your undertakings, within a maximum of fourteen (14) calendar days of the date of signing this agreement, by email to the address stated in the contractual terms and conditions of Treezor's Partner.





## APPENDIX 1: DEFINITIONS

**"Acceptor"** means retailers and service providers participating in the relevant payment system and accepting the Card as a method of payment.

**"ACPR"** means the *Autorité de Contrôle Prudentiel et de Résolution*.

**"Authentication"** means the procedure allowing Treezor to verify the identity of the Customer or the valid use of a specific payment instrument, including the use of the Customer's Personalised Security Credentials.

**"Strong Authentication"** means authentication measures based on the use of two (2) or more elements in the categories "knowledge" (something only the Customer knows), "possession" (something only the Customer possesses) and "inherence" (something the Customer is) and which are independent in the sense that if one is compromised, it does not undermine the trustworthiness of the others, and which is designed to protect the confidentiality of authentication data.

**"Mobile Application"** means a mobile application published by the Partner, allowing the Customer to use the payment and/or electronic money services.

**"BIC"** ("*Bank Identifier Code*") means an international code consisting of eight (8) or eleven (11) alphanumeric characters, used to identify a financial institution such as Treezor.

**"Card"** means the payment method with systematic authorisation in the form of a card issued by Treezor to the Customer and/or the User in respect of Additional Services.

**"Customer"** means the natural person or legal entity acting pursuant to a contract signed with one of Treezor's Partners and holding a Customer Account.

**"CMF"** means the French Monetary and Financial Code (*Code Monétaire et Financier*).

**"PIN number"** means the four (4) digit code allowing the Customer / User to authenticate themselves when using the Card from an EPT.

**"Account"** means an electronic money account or payment account in accordance with the CMF, opened with Treezor in the Customer's name.

**"Agreement"** has the meaning given to it in CLAUSE 2 of the Terms and Conditions of Use of Payment / Electronic Money Services.

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

**"ATM"** means an Automatic Teller Machine.

**"Card Information"** means the Card number, expiry date and/or the CVV.

**"Personalised Security Credentials"** means any personalised credentials provided to the Customer by Treezor or Treezor's Partner for Authentication purposes (e.g., username, password, PIN number).

**"EEA"** means the European Economic Area, consisting of all EU Member States, Iceland, Norway and Lichtenstein.

**"SEPA Area"** means the Member States of the European Economic Area, Switzerland, the Republic of San Marino and Monaco.

**"Société Générale Group"** means the Société Générale group of which Treezor is part.

**"IBAN"** ("*International Bank Account Number*") means the unique identifier used to identify a payment account.

**"Payment Instruments"** means the methods provided by Treezor to the Customer allowing it to send or receive Payment Transactions on its Account.

**"Business Day"** means a day on which Treezor or the service provider of the other party to the payment transaction operates their business allowing the execution of a payment transaction. The closing days of any payment systems likely to be used for the execution of a payment transaction do not constitute business days.

**"Payment Transaction"** means the action of paying, transferring or withdrawing funds from or to the Account, irrespective of any underlying obligation between the payer and the payee.

**"Payment Order"** means the instruction sent:

- a) by the payer, who issues a payment instruction to Treezor (Transfer Payment Order);
- b) by the payer, who issues a payment instruction via the payee who, after receiving the payment order from the payer, sends it to Treezor, where applicable, via its own payment services provider (Card Payment Order);
- c) by the payee, who issues a payment instruction to Treezor, based on the consent given by the payer to the payee and, where applicable, via its own payment



services provider (Direct Debit Payment Order).

**"Treezor's Partner(s)"** means the third-party provider with whom the Customer is in a contractual relationship and acting as an electronic money distributor and/or payment services agent of Treezor.

**"Payment Initiation Service Provider"** means an institution authorised to provide a payment initiation service, namely a payment service consisting of initiating a payment order at the Customer's request from the Customer's Account.

**"Account Information Service Provider"** means a third-party provider authorised to provide an account information service, namely a payment service consisting of providing consolidated information about one or more payment accounts held by the Customer with one or more payment services providers, including Treezor.

**"Regulations"** means the laws and regulations that apply to the Agreement.

**"Bank Details"** means the bank account details.

**"Additional Services"** means payment services in addition to the basic services associated with the Customer Account and from which the Customer can benefit depending on the type of services provided to it by Treezor's Partner, with which the Customer is in a contractual relationship.

**"Payment Services" / "Electronic Money Services"** means the services provided by Treezor pursuant to the Agreement.

**"Treezor's Partner's Website"** means the website of Treezor's Partner with which the Customer is in a contractual relationship and from which the Customer can access a personalised interface allowing it to access online services associated with its Customer Account as well as, where applicable, Additional Services.

**"Durable Medium"** means any instrument which enables information addressed personally to the Customer to be stored in a manner accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored.

**"EPT"** means an Electronic Payment Terminal.

**"EU"** means the European Union.

**"User"** means any natural person authorised by the Customer to benefit from all or some of the Electronic Money Services and/or Payment Services

provided by Treezor to the Customer pursuant to the Agreement for business or non-business purposes.

**"SEPA COM PACIFIC Transfer"** means a transfer denominated in euros (i) between the France "SEPA Area" and New Caledonia, French Polynesia or the Wallis and Futuna Islands or (ii) between New Caledonia, French Polynesia and the Wallis and Futuna Islands.



## APPENDIX 2: PRIVACY POLICY

Treezor complies with the obligations in its privacy policy and its DPO can be contacted at [dpo@treezor.com](mailto:dpo@treezor.com).

### Introduction:

This policy illustrates Treezor's undertakings, in its capacity as Data Controller, in accordance with European Regulation 2016/679 of 27 April 2016 on the protection of personal data, applicable since 25 May 2018 and, more generally, the measures implemented by Treezor to ensure the lawful, fair and transparent processing of personal data.

To gain a better understanding of the application of this policy, please refer to the Definitions clause to find out the meaning of each term beginning with an uppercase letter.

Consequently, this policy on the processing of personal data cannot constitute a framework contract for payment services in accordance with Directive 2015/2366 of 25 November 2015 on payment services.

### CLAUSE 1. DEFINITIONS

**ACPR:** The French *Autorité de Contrôle Prudentiel et de Résolution*, 61 Rue de Taitbout, 75009 Paris.

**CNIL:** *Commission Nationale de l'Informatique et des Libertés*, 3 Place de Fontenoy, 75334 Paris.

**Cookie:** Cookies are likely to be deposited, in the form of files, on the User's browser platform (Internet Explorer, Opera, Firefox, Google Chrome, Safari, etc.).

**Data Protection Officer:** The natural person appointed to protect personal data in accordance with Articles 37, 38 and 39 of European Regulation 2016/679 of 27 April 2016.

**Recipient:** The natural person or legal entity, public authority, department or any other organisation, to which Personal Data is disclosed, irrespective of whether it is a third party. As such, any public authority (*Autorité de contrôle prudentiel et de résolution*, *Commission Nationale de l'Informatique et des Libertés*, Directorate-General of Public Finances, *Agence Nationale de la Sécurité des Systèmes d'Information*, etc.) to which Personal Data is likely to be disclosed pursuant to a specific investigative mission (control of anti-money laundering and counter-terrorist financing, control and audits of internal security systems, etc.), determined by EU or

French law, is not deemed to be a recipient, within the meaning of this definition.

**Personal Data:** Any personal information relating to the Account Holder or a User, an identified or identifiable natural person (hereafter "**Data Subject**"), directly or indirectly, by reference to an identification number or to one or more elements which are unique to them.

**Data Subject:** This may be the Account Holder or the User, a natural person defined in accordance with the payment services framework contract, whose Personal Data is collected and allows them to be identified or makes them identifiable, directly or indirectly.

**Data Controller:** Refers to the natural person or legal entity who has determined the methods, means and purposes of the processing of Personal Data. Unless otherwise stipulated, the Data Controller ensuring compliance with this privacy policy is: Société par actions simplifiée Treezor, 33 avenue de Wagram, 75017 Paris, France.

**Payment Services:** All payment services specified in the framework contract and which are offered by Treezor SAS.

**Data Processor:** the natural person or legal entity, public authority, service or any other organisation processing personal data on behalf of the data controller.

**Third Party:** A natural person or legal entity, public authority, department or organisation other than the data subject, the data controller, the data processor and persons who, under the direct authority of the data controller or data processor, are authorised to process personal data.

**Processing:** Any operation or set of operations performed using automated or non-automated procedures and applied to Personal Data or to a set of Personal Data. Operations can include collection, recording, storage, structuring, adaptation or modification, disclosure, dissemination, restriction, destruction, etc.

**Personal Data Breach:** Any security breach resulting in the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of the Personal Data transmitted, stored or otherwise processed, or in the unauthorised access to such Data.



## **CLAUSE 2. WHO IS THE DATA CONTROLLER?**

Treezor, a "*société par actions simplifiée*", located at 33 avenue de Wagram, 75017 Paris, France. The company is listed on the Paris Trade and Companies Register under the number 807 465 059.

TREEZOR SAS is represented by Mr André Gardella, in his capacity as Chairman.

## **CLAUSE 3. COLLECTION OF PERSONAL DATA**

The Data Subject is solely responsible for the Personal Data disclosed by it to Treezor and represents that all the data provided are complete and accurate.

Personal Data are collected by the Partner (Treezor's payment service agent) solely to execute payment services pursuant to the Payment Services Framework Contract. The Partner acts as a data processor in accordance with Article 4 of Regulation 2016/679 of 27 April 2016.

## **CLAUSE 4. PERSONAL DATA PROCESSED BY TREEZOR**

The Data Controller processes the following data:

- data identifying the natural person (surname, first name, date of birth, identity card and passport number, postal address and e-mail address, telephone number, number, tax residence and legal status);
- data related to the occupational status of the Data Subject (employment contract, payslip, etc.);
- data related to financial position;
- data related to the operations and transactions carried out by the Data Subject when using the Service (payments, transfers);
- banking data (IBAN, card number, balance);
- identifying and authentication data related to use;
- digital identifying and authentication data related to use (connection and usage logs, IP address, etc.).

The Data Controller does not process any Personal Data such as racial or ethnic origin, political opinions, religious or philosophical beliefs and trade union membership, or process any biometric data or genetic data, pursuant to Article 9 of the European General Data Protection Regulation 2016/679 of 27 April 2016.

However, this prohibition may be set aside if legal or regulatory provisions require Treezor to process the aforementioned Personal Data.

## **CLAUSE 5. LEGAL BASES AND PURPOSES OF THE PROCESSING OF PERSONAL DATA**

### **5.1. Legal and regulatory obligation to process Personal Data**

Treezor, as an electronic money institution, is subject to banking legislation and regulations, particularly in terms of obligations on anti-money laundering and counter-terrorist financing (pursuant to Articles L.561- 2 to L561-50 of the French Monetary and Financial Code), which obliges the data controller to collect a range of Personal Data for specified purposes.

The Data Controller warrants that any processing pursuant to a legal obligation, as mentioned in Article 6 (1.c.) of the European General Data Protection Regulation 2016/679 of 27 April 2016, is lawful. Moreover, the Data Controller undertakes to process the aforementioned Personal Data (see above "Clause 4. Personal Data processed by Treezor"), for the following purposes:

- getting to know the Data Subject and updating their personal data;
- maintaining and managing the payment Account(s);
- risk management, control and monitoring related to the internal controls imposed on Treezor;
- security and prevention of outstandings, fraud, collection and litigation;
- compliance with legal and regulatory obligations and in particular, identification of inactive accounts, anti-money laundering and counter-terrorist financing, the automatic exchange of account information for tax purposes;
- segmentation for regulatory purposes;
- the performance of statistical studies and to increase the reliability of data for IT security purposes.

### **5.2. Justification of legitimate interests**

The Data Controller also processes Personal Data (see clause 3 above) to serve its legitimate interests, pursuant to Article 6 (1.f.) of the European General Data Protection Regulation 2016/679.

Moreover, the purposes of any processing for legitimate interests are as follows:



- maintenance and management of payment accounts;
- prevention of the risk of fraud and abuse (in particular the control of unusual transactions);
- IT management to ensure the availability, integrity and confidentiality of personal data;
- maintenance of a register to manage requests from Data Subjects (in particular requests relating to the rights of Data Subjects);
- segmentation of customers for regulatory purposes.

The purposes of the processing may be liable to change, subject to any new legal or regulatory obligations, as well as changes in the Data Controller's activity. The Data Subject will be notified of any amendment to these Terms and Conditions.

### 5.3. Mandatory processing of Personal Data

The Data Subject's refusal to provide the aforementioned Personal Data will preclude the opening of the payment account and access to Treezor's Services.

### CLAUSE 6. DISCLOSURE AND SHARING OF PERSONAL DATA

The Data Controller shall disclose and share the Personal Data collected. Personal Data may be disclosed to the following Recipients:

- Treezor's internal departments for analysis and fraud detection purposes and to manage requests from Data Subjects relating to their rights;
- Data Processors for the processing of Personal Data:
  - o payment services provider agents;
  - o the website host;
  - o the payment card processor.

Treezor warrants that the different subcontractors shall implement the necessary and adequate security measures to ensure the security, confidentiality and integrity of the Personal Data processed on behalf of Treezor.

For the performance of processing services, Treezor shall also disclose Personal Data to:

- payment card managers and manufacturers;

- mobile payment managers;
- members of the SEPA (Single Euro Payments Area) banking network;
- cheque managers.

Due to legal and regulatory requirements, in particular control by the ACPR, the CNIL, or a request sent by judicial authorities, the public prosecutor, etc.

### CLAUSE 7. TRANSFER OF PERSONAL DATA OUTSIDE THE EUROPEAN UNION

Personal Data is hosted and processed within the European Union.

Nonetheless, if Treezor were to transfer Personal Data outside the European Union, Treezor warrants that such transfers are to States, which are the subject of an adequacy decision by the European Commission, justifying an adequate level of protection, in accordance with Article 45 of the European General Data Protection Regulation 2016/679 of 27 April 2016.

In the absence of an adequacy decision, Treezor may transfer Personal Data to Data Processors outside the European Union, under the conditions mentioned in Article 46 of the European General Data Protection Regulation 2016/679 of 27 April 2016, in particular by drafting standard contractual clauses on data processing approved by the CNIL.

### CLAUSE 8. CONFIDENTIALITY AND SECURITY DURING THE PROCESSING OF PERSONAL DATA

The Data Controller and any person under its authority have a security obligation with regard to operations concerning Personal Data.

First, the Data Controller undertakes to protect Personal Data by implementing technical and organisational measures:

- the pseudonymisation of Personal Data;
- procedures to ensure the continuous confidentiality, integrity, availability and resilience of Personal Data processing systems and services;
- procedures to promptly restore the availability of and access to Personal Data in the event of a physical or technical incident;
- a procedure to regularly test, analyse and evaluate the effectiveness of technical and organisational measures to ensure the security of the Personal Data processing;



- any other appropriate measure to protect the security, availability, confidentiality and integrity of Personal Data, in particular from accidental or unlawful destruction, accidental loss, alteration, dissemination and unauthorised access.

Second, the Data Controller undertakes to ensure the confidentiality of Personal Data, and to impose compliance with this confidentiality obligation on any person under its authority.

However, the Data Controller shall not be liable for the collection of Personal Data by a third party on its own account.

#### **CLAUSE 9. COOKIES POLICY**

The different Cookies that may be deposited on the browser server (Internet Explorer, Google Chrome, Firefox, Safari, Opera, etc.) of the Data Subject are:

- user session cookies, which store information entered on any forms provided by the Data Controller;
- user authentication cookies, which track information about the Data Subject's identifiers;
- customisation cookies, which adapt the presentation of the website to the preferences of the Data Subject;
- security cookies, which implement security measures (disconnection after a period of time);
- statistics cookies, which provide insight on the use and performance of the Data Controller's website, in particular to improve content;
- social media cookies, which publish a link to the Treezor.com website, using online platform operators (Facebook, Twitter, LinkedIn, etc.).

If a Data Subject refuses to accept cookies, they will not be able to access or use all the services offered on the [www.treezor.com](http://www.treezor.com) website.

#### **CLAUSE 10. RETENTION PERIOD OF PERSONAL DATA**

The Data Controller undertakes to store Personal Data for a period of five (5) years from the closure of the Data Subject's payment account, pursuant to the provisions of Article L. 561-12 of the French Monetary and Financial Code.

Pursuant to CNIL deliberation No 2013-378 of 5 December 2013 on the recommendation relating to

cookies and other trackers, in the case where consent has been obtained, cookies and other trackers cannot be stored for more than thirteen (13) months. At the end of the first thirteen months, the consent of the Data Subject must be obtained once again.

For further information, please visit [our Cookies page](#).

[Click here to change your cookie preferences](#)

#### **CLAUSE 11. EXERCISE OF RIGHTS BY THE DATA SUBJECT**

##### **11.1. Request by the Data Subject to access Personal Data**

The Data Subject may obtain a copy of any data processed, in accordance with Article 15 of the European General Data Protection Regulation 2016/679 of 27 April 2016, subject to legal restrictions.

A copy of the data is sent to the Data Subject free of charge, upon its presentation of an official identity document.

In the event of a request for an additional copy, the Data Controller is entitled to charge a fee, based on administrative costs.

Finally, pursuant to Article L561-45 of the French Monetary and Financial Code, any request to access Personal Data subject to banking legislation and regulations, in particular legislation and regulations on anti-money laundering and counter-terrorist financing, must be sent to the CNIL.

##### **11.2. Request to rectify Personal Data**

The Data Subject may require the Data Controller to modify any Personal Data that is inaccurate or incomplete.

In this case, the Data Controller may require additional supporting documents in order to rectify the Personal Data.

##### **11.3. Request to object to processing**

The Data Subject may object to the processing of Personal Data, on grounds relating to its particular situation.

However, the Data Subject cannot exercise its right with regard to processing, the legal basis of which is a legal obligation, in particular the obligation on anti-money laundering and counter-terrorist financing (See 3. "Purposes of the processing of Personal Data").





#### 11.4. Request to restrict processing

The Data Subject may ask to restrict the processing of Personal Data, in the cases provided for in Article 18 of the European General Data Protection Regulation 2016/679 of 27 April 2016.

#### 11.5. Exercise of the right to erasure

The Data Subject may request the erasure of Personal Data, in accordance with the requirements stipulated in Article 17 of the European General Data Protection Regulation 2016/679 of 27 April 2016.

Nonetheless, the Data Subject may not request the erasure of Personal Data, if the processing thereof is necessary pursuant to a legal obligation, in particular the obligation on anti-money laundering and counter-terrorist financing.

#### 11.6. Right to data portability

The Data Subject may ask for their Personal Data to be transmitted to another Data Controller, on a Durable Medium (in particular .PDF format).

In all cases where data are processed on the basis of a legal obligation, the Data Controller may refuse the portability of Personal Data.

### CLAUSE 12. NOTIFICATION OF A PERSONAL DATA BREACH TO DATA SUBJECTS

In the event of a Personal Data Breach, the Data Controller shall notify the Data Subject thereof, within a maximum of forty-eight (48) hours from when the Data Controller became aware of the Breach. That notification shall include:

- the nature of the Personal Data Breach;
- the contact details of the Data Protection Officer (DPO);
- the likely consequences of the Personal Data Breach;
- the measures adopted by the Data Controller.

Nonetheless, the Data Controller will not be obliged to notify the Data Subject of a Personal Data Breach in any of the following cases:

- technical and organisational measures have been implemented rendering the Personal Data inaccessible and unintelligible to any person who is not authorised to access it, such as encryption, anonymisation, pseudonymisation, etc.;
- technical and organisational measures have been implemented which ensure that

the risk to the rights and freedoms of Data Subjects is no longer likely to materialise;

- notification of the breach would involve disproportionate effort, in particular in the case where the Personal Data have not been collected directly from the Data Subject. In such a case, the Data Controller may issue a public communication, which does not specifically refer to the Data Subject.

### CLAUSE 13. CONTACT DETAILS OF THE DATA CONTROLLER AND DATA PROTECTION OFFICER

To exercise its rights, the Data Subject must send a letter, either by post or electronically, specifying the right(s) it wishes to use.

Upon receipt of the request, the Data Controller has a maximum of one month to respond if it is a simple request or a maximum of three months to respond if it is a complex request. For further information about response times, please refer to the Commission Nationale Informatique et Libertés (CNIL) [website](#).

#### Email:

[dpo@treezor.com](mailto:dpo@treezor.com)

#### Postal address:

SAS TREEZOR,  
33 avenue de Wagram  
75017 Paris  
France

### CLAUSE 14. COMPLAINT TO THE COMMISSION NATIONALE DE L'INFORMATIQUE ET DES LIBERTÉS (CNIL)

In the event that the rights of the Data Subject have not been respected and after contacting the Data Controller, the Data Subject may complain to the CNIL:

#### Commission Nationale de l'Informatique et des Libertés

3 Place de Fontenoy,  
75334 PARIS, FRANCE

#### Useful

**link:** <https://www.cnil.fr/fr/webform/adresser-une-plainte>



## APPENDIX 3: PAYMENT SERVICES PROVIDED BY TREEZOR APPLICABLE TO THE ACCOUNT

### CLAUSE 1. PURPOSE

The purpose of this appendix is to define the terms and conditions for providing the Payment Services associated with the Customer's Account.

This appendix forms an integral part of the Agreement as defined in CLAUSE 2 "CONTRACT DOCUMENTS" of the General Terms and Conditions of Use of Payment/Electronic Money Services. As such, all the provisions of the Agreement apply to this appendix.

Unless otherwise indicated, all provisions referring to the Customer may be understood as also referring to the User, where applicable.

### CLAUSE 2. CUSTOMER ACCOUNT TRANSACTIONS

#### 2.1. Account Credit Transactions

The Customer's Account can be credited by SEPA transfers, SEPA direct debits and payment cards depending on the services available from the Partner and subscribed to by Customer.

#### 2.2. Account Debit Transactions

The Customer's Account may record the following debit transactions:

- execution of bank transfer transactions; and
- execution of direct debit transactions, where applicable.

Depending on the Additional Services provided by the Partner and as specified in the Agreement, the Account shall also allow Card Payment Transactions.

The terms and conditions on issuance and use of the Card are defined in Appendix 4.

### CLAUSE 3. PAYMENT SERVICES ASSOCIATED WITH THE ACCOUNT

#### 3.1. SEPA Transfer

The Customer may transfer funds in euros from its Account to a payment account opened with another payment services provider in the SEPA Area.

Limits on amounts may apply depending on the contractual terms and conditions between the Customer and the Partner.

The Customer can only issue euro-denominated SEPA transfers within the SEPA Area. Other

transfers, namely (i) transfers in a currency other than the euro and/or (ii) transfers in euros outside the SEPA area, are not authorised. Any exception to this principle (in particular, the possibility of carrying out SEPA COM PACIFIC Transfers) will be notified to the Customer via the Partner's Website or Mobile Application.

Transfer orders must be initiated from the Partner's Website or Mobile Application, indicating (i) the details of the payee's account, (ii) the transfer amount, (iii) the execution date, (iv) the frequency and (v) the reason.

The time of receipt of a transfer order by Treezor is:

- In the event of an immediate transfer, the Business Day on which the payment order is received by Treezor provided that the transfer order is received before 10 (ten) a.m. If the transfer request is received after 10 (ten) a.m. or on a non-Business Day, the transfer shall be deemed to have been received the following Business Day.
- In case of a deferred transfer, the day of receipt is the day specified by the Customer for execution of the transfer order or the following Business Day if the agreed day is not a Business Day.

Transfers must be initiated by the Customer from the Partner's Website or Mobile Application in accordance with the general terms and conditions of use of the Partner's Website or Mobile Application and the applicable Authentication procedures, including Strong Authentication procedures.

#### 3.2. SEPA Direct Debit

##### a. Definition of SEPA Direct Debit

A SEPA direct debit is a one-off or recurring payment transaction, denominated in euros, between a creditor initiating the transaction, and a debtor, whose accounts may be located in France or in any country within the SEPA area.

The creditor shall send the debtor a form called a "SEPA direct debit mandate" which shall contain the identifier of the creditor in particular.

The "SEPA direct debit mandate" is twofold in that the debtor:

- authorises the creditor to issue SEPA direct debit orders; and



- authorises its payment services provider to pay those direct debits when they are presented.

The mandate is identified by a unique reference number provided by the creditor. The direct debit authorisation will therefore only be valid for the mandate in question.

The debtor must complete the mandate, sign it and return it to the creditor. The creditor is responsible for checking the mandate information and for forwarding it to the debtor's payment services provider for payment.

As part of the Payment Services provided by Treezor to the Customer, the Customer may:

- issue (recurring or one-off) SEPA direct debit payment orders in euros crediting the Account and debiting the account of the debtor opened with a third-party payment services provider established in the SEPA Area; in this case, the Customer is acting as the creditor;
- authorise a creditor to issue one or more (recurring or one-off) SEPA direct debits in euros debiting the amount agreed with the creditor from the Account. In this case, the Customer is acting as the debtor.

Before issuing or authorising a SEPA direct debit, the Customer undertakes to comply with the contractual terms and conditions between the Customer and Treezor's Partner and/or the procedures indicated on Treezor's Partner's Website.

#### **b. Cancellation**

A Customer acting as a debtor may cancel a SEPA direct debit mandate at any time. In this case, the cancellation is valid for all direct debits from the mandate identified by the debtor.

The cancellation of a mandate is defined as the withdrawal of the consent given to the creditor to initiate any direct debits relating to the mandate.

The cancellation must be notified in writing to the relevant creditor and to the Partner in accordance with the procedures specified in the Partner's contractual terms and conditions. Any direct debits occurring after the day on which Treezor's Partner has been informed of the cancellation will be rejected.

#### **c. Stoppage**

The stoppage of a direct debit transaction is a preventive measure whereby a debtor Customer

refuses (for example in the event of disagreement between the Customer and its creditor) to pay one or more specified direct debits, which have not been debited from its Account.

The stoppage must be in accordance with the procedures stipulated in the Partner's contractual terms and conditions and be no later than on the Business Day preceding the day scheduled for the execution of the transaction.

#### **d. Refund for unauthorised direct debits**

A debtor Customer may ask Treezor's Partner to refund an unauthorised SEPA direct debit within eight (8) weeks of the date on which the funds were debited from the Account. The refund shall be for the full amount of the executed payment transaction.

### **CLAUSE 4. TERMS OF EXECUTION OF PAYMENT SERVICES**

#### **4.1. Consent to a Payment Order**

The Customer must consent to the execution of a Payment Transaction, which is expressed depending on the channel used and the service subscribed:

- by observing the Authentication procedures communicated by the Partner, in particular in the event of the initiation of a Payment Transaction from Treezor's Partner's Website;
- where applicable, by observing the consent procedures set out in Appendix 4 hereto in the event of the initiation of a Payment Transaction by means of a Card issued by Treezor;
- where applicable through the payee or a Payment Initiation Service Provider.

A series of Payment Transactions is authorised if the Customer has consented to the execution of the series of transactions, in particular in the form of a direct debit mandate.

In the absence of consent, the transaction or the series of Payment Transactions is deemed to be unauthorised.

#### **4.2. Cancellation of a Payment Order**

Except as otherwise stated below, the Customer may not cancel a Payment Order:

- once it has been received by Treezor or the Partner;
- when the Payment Transaction is initiated by the payee (direct debit) or by the



Customer issuing a Payment Order via the payee, after sending the Payment Order to the payee or consenting to the payee executing the Payment Transaction;

- when the Payment Transaction is initiated by a Payment Initiation Service Provider, after consenting to the Payment Initiation Service Provider initiating the Payment Transaction.

Nonetheless, the Customer may cancel a Payment Order under the following conditions:

- before the end of the Business Day preceding the time of receipt of the Payment Order;
- for a direct debit, before the end of the Business Day preceding its payment date;
- in the event of legal proceedings, the reorganisation or judicial liquidation of the payee in the case where the Payment Transaction has been carried out using a Card and the Payment Transaction amount has not been credited to the payee's bank account.

Notwithstanding the provisions of Article L.133-7 and L.133-8 of the French Monetary and Financial Code and in accordance with the provisions of Article L.133-2 of the French Monetary and Financial Code, a Customer who is a natural person or legal entity acting for business purposes may not cancel a Payment Order after consenting thereto.

#### **4.3. Execution time of a Payment Order**

It is agreed between the Parties that the time of receipt shall be the Business Day on which all information necessary for the execution of the Payment Order has been received by Treezor and/or the Partner.

When the Customer and Treezor agree that execution of a Payment Order shall start on a specific day or at the end of a certain period or on the day on which the payer has set funds at Treezor's disposal, the time of receipt is deemed to be the agreed day (provided that all the necessary information has been provided).

If the time of receipt is not a Business Day, the Payment Order shall be deemed to have been received on the following Business Day.

Cut-off times for processing Payment Orders may apply depending on the relevant payment transaction.

#### **a. Execution times**

The payment services provider's account of the payee of the Payment Transaction is credited no later than the end of the first Business Day following the time of receipt of the order by Treezor for the following payment transactions:

- payment transactions in euros, when both payment services providers are located in the EEA;
- or involving only one currency conversion between the euro and the currency of a Member State of the EEA outside the euro area, provided that the transfer is in euros and the currency conversion is carried out in the other Member State of the EEA, to the exclusion of any other transaction.

For any other Payment Transaction, the payment services provider's account of the payee is credited with the transaction amount no later than the end of the fourth Business Day following the time of receipt of the order. However, this rule does not apply to Payment Transactions carried out in a currency other than the currency of a Member State of the EEA when the two payment services providers are located in the EEA.

#### **b. Availability of funds**

Treezor shall ensure that the amount of the Payment Transaction paid to the Customer is at its disposal immediately after the amount is credited to its own account when it does not require any currency conversion or when there is a currency conversion between the euro and the currency of a Member State of the EEA or between the currencies of two Member States of the EEA.

#### **c. Value date**

The value date of a Payment Transaction corresponds to the date on which the transaction is listed in the Customer's Account at the time of the execution thereof.

#### **4.4. Refusal to execute a Payment Order**

Treezor may refuse to execute a payment order issued by the Customer.

In this case, Treezor shall notify the Customer of its refusal, by any means, before the end of the first Business Day following receipt of the Payment Order. If possible, the notification will be accompanied by the grounds for refusal unless this is prohibited pursuant to another pertinent provision of EU or French law.



When the refusal is justified by a material error, Treezor will inform the Customer, where possible, of the procedure to be followed to correct that error.

In the case where the refusal is objectively justified, fees may be deducted by the Partner for sending the aforementioned notification of refusal.

A refused Payment Order is deemed not to have been received.

## **CLAUSE 5. DISPUTED PAYMENT TRANSACTION**

If, upon receipt of its account statement, the Customer notices a Payment Transaction that has not been authorised or an error in the processing of a Payment Transaction, it must promptly report it to Treezor's Partner.

That notification must be issued to the Partner in the manner described in the contractual terms and conditions between the Customer and the Partner.

A dispute shall not be admissible after a period of thirteen (13) months from the time that the Payment Transaction is debited from the Customer's Account or from the date on which the Payment Transaction ought to have been executed, and all rights shall be lost.

Notwithstanding the above and in accordance with Article L.133-24(2) of the French Monetary and Financial Code, when the Customer is acting for business purposes, a dispute shall not be admissible after a period of two (2) months from the time that the Payment Transaction is debited from the Customer's Account or from the date on which the Payment Transaction ought to have been executed, and all rights shall be lost.

These principles shall apply irrespective of the involvement of a Payment Initiation Service Provider in the Payment Transaction.

Treezor is absolved from all liability in the event of force majeure or where Treezor is bound by other EU or French legal or regulatory obligations.

## **CLAUSE 6. LIABILITY FOR PAYMENT TRANSACTIONS**

### **6.1. Liability for an incorrectly executed payment transaction**

Treezor is liable for the incorrect execution of Payment Transactions from/into the Account. However, Treezor cannot be held liable if it is able to justify:

- for outgoing transfers and direct debit orders received: that the funds were sent

to the payee's payment services provider within the stipulated time;

- for incoming transfers: that the funds have been credited to the Customer's Account;
- for direct debit orders issued: that the payment order was sent to the payer's payment services provider by the direct debit date specified by the Customer, and that the funds have been credited to the Customer's Account.

Treezor shall also not be held liable if a Payment Transaction could not be executed or was executed to a person other than the actual payee, as a result of the Customer providing non-existent or incorrect bank details.

Treezor is not required to verify that the payee designated by the Customer is the holder of the recipient account. Treezor is only liable for executing the Payment Transaction in accordance with the bank details provided by the Customer.

If Treezor is liable for the non-execution or incorrect execution of a Payment Transaction, unless otherwise instructed by the Customer and provided that the relevant transaction has been notified, without delay, by the Customer, and within a maximum of thirteen (13) months or two (2) months when the Customer is acting for business purposes, Treezor shall, as appropriate:

- refund the amount of the incorrectly executed transaction to the Customer's Account and, where applicable, restore that Account to the state in which it would have been had the transaction not taken place. In this case, the credit value date for the Customer's Account shall be no later than the date the amount was debited;
- immediately credit the Customer's Account with the amount of the transaction. In this case, the credit value date for the Account shall be no later than the date on which the amount would have been value dated, had the transaction been correctly executed;
- send the Payment Order to the payer's payment services provider.

In all cases, Treezor shall refund any charges and interest incurred by the Customer as a result of the non-execution or incorrect execution of the payment transaction by Treezor.

Irrespective of whether it is liable, Treezor shall make every effort to trace any non-executed or





incorrectly executed transactions and shall notify the Customer of the outcome.

In the event of an incorrectly executed transaction due to incorrect bank details provided by the Customer:

- Treezor shall endeavour to recover the funds involved;
- if Treezor fails to recover the funds involved, Treezor shall provide the Customer, upon request, with the information available to it that may be relevant to the Customer in order for the Customer to file a legal claim to recover the funds;
- Treezor may charge the Customer for collection costs.

Pursuant to legal and regulatory provisions, Treezor may be required to carry out checks, including the implementation of Strong Authentication measures, or request authorisations before executing a Payment Transaction. In this case, Treezor shall not be held liable for the delayed execution or non-execution of that payment transaction.

All the above provisions shall also apply in the event that the payment transaction has not been executed or has been incorrectly executed by a Payment Initiation Service Provider.

## **6.2. Liability for an unauthorised payment transaction**

In the event that the Customer disputes having authorised a Payment Transaction, the burden shall be on Treezor to prove, by any means, that the transaction was authenticated, accurately recorded and accounted for and that it was not affected by a technical breakdown or other deficiency.

In the event that the transaction was initiated through a Payment Initiation Service Provider at the Customer's request, the burden shall be on the Payment Initiation Service Provider to prove that the payment order was received by Treezor and that, as far as it is concerned, the Payment Transaction was authenticated, accurately recorded and correctly executed, and that it was not affected by a technical breakdown or other deficiency linked to the service it provides or the non-execution, incorrect execution or late execution of the transaction.

In the event of an unauthorised Payment Transaction notified by the Customer without delay, and within a maximum of thirteen (13) months or two (2) months when the Customer is acting for business purposes subject to all rights being lost,

Treezor (i) shall refund the amount of the unauthorised transaction to the Customer immediately after noting or being notified of the transaction and, in any event, no later than by the end of the following Business Day and (ii) shall restore the Customer's Account to the state in which it would have been had the Payment Transaction not been executed, unless Treezor has reasonable grounds for suspecting fraud by the Customer. In the latter case, Treezor shall inform the Banque de France.

All the above provisions shall also apply in the event that the unauthorised Payment Transaction was initiated through a Payment Initiation Service Provider.

In the event of unauthorised Payment Transactions carried out by means of a payment instrument with Personalised Security Credentials which has been lost or stolen, the Customer shall bear the losses incurred prior to issuing the notification to block the payment instrument up to fifty (50) euros, and up to one hundred and fifty (150) euros when the Customer is acting for business purposes.

The Customer is not liable if the unauthorised Payment Transaction was carried out without using the Personalised Security Credentials or by misappropriating the Payment Instrument or the associated Credentials, without its knowledge. The Customer shall also not be held liable in the event of loss or theft of the Payment Instrument which was not detectable by the Customer prior to the payment, if the loss was caused by the acts or lack of action of an employee, agent or branch of Treezor or of an entity to which its activities were outsourced or when the Payment Instrument has been copied and when, in the latter case, the Payment Instrument issued by Treezor is still in its possession.

In any case, unauthorised Payment Transactions are not refunded where the Customer has:

- acted fraudulently;
- wilfully or through gross negligence, breached its obligations to protect its Personalised Security Credentials; or
- reported unauthorised Payment Transactions more than thirteen (13) months after the date on which they were debited from their account, or more than two (2) months after that date when the Customer is acting for business purposes.

After informing the Partner to block the Payment Instrument, the Customer shall not bear any





financial consequences resulting from the use of that Payment Instrument or the misappropriation of the associated credentials, unless it has acted fraudulently.

### **6.3. Special case of payment transactions where the amount is not known in advance**

Where the Payment Transaction, ordered by the payee or by the Customer issuing its Payment Order through the payee, does not initially indicate the exact amount for which it is initiated, and the final amount seems unusual and/or excessive in view of the nature and the Customer's previous spending pattern, the Customer has eight (8) weeks from the date on which the funds were debited from the Customer's Account to request a refund of the Payment Transaction.

The Customer must provide Treezor's Partner with any factual element, such as the circumstances in which it consented to the Payment Transaction, as well as the reasons why it was unable to anticipate the amount of the Payment Transaction that was debited from its account. In the event that the amount of the Payment Transaction exceeds the amount that the Customer could reasonably expect, the Customer cannot rely on currency exchange reasons if the exchange rate agreed with Treezor was applied.

Within ten (10) Business Days of receipt of the refund request, Treezor shall either refund the full amount of the Payment Transaction or justify its refusal to issue a refund to the Customer.

In the event of a SEPA direct debit, the Customer has an unconditional right to a refund within the aforementioned time limits.



## APPENDIX 4: GENERAL TERMS AND CONDITIONS OF USE OF A CARD

### INTRODUCTORY CLAUSE

A Card (hereafter the "**Card**") is issued by Treezor at the request of Customers holding an Account and subject to acceptance of that request by Treezor.

#### CLAUSE 1. PURPOSE

The purpose of this Appendix 4 is to define the terms and conditions of issuance and use of the Card(s) associated with the Account.

This appendix forms an integral part of the Agreement as defined in CLAUSE 1 of the General Terms and Conditions of Use of Payment/Electronic Money Services. As such, all the provisions of the Agreement apply to this Appendix.

### CARD FEATURES

#### CLAUSE 2. CARD FEATURES

The Card is an international payment instrument with systematic balance inquiry and immediate debit.

The Card is linked to the Customer's Account, who must ensure that it always has a sufficient balance on its Account before carrying out any payment or withdrawal transaction using the Card.

The Card is a personal payment card.

The Customer and/or the User shall not loan or dispose of the Card.

#### CLAUSE 3. USERS

Depending on the services provided to the Customer by the Partner, the Customer may, where appropriate, designate one or more Users to whom one or more Cards may be issued. Cards issued to Users are also linked to the Customer's Account.

This Agreement also applies to Users. As such, the Customer is responsible for sending this Agreement to Users and for informing them of the terms and conditions on use of the Card.

Cards issued to Users are linked to the Account. A separate account is not opened in the names of Users. All payment transactions by Users using the Cards issued are treated by Treezor as Customer transactions and are therefore directly debited from the Account.

The Customer cannot be absolved from its obligations towards Treezor on the grounds that the

payment transactions were carried out by a User using a Card linked to its Account.

#### CLAUSE 4. CARD ISSUANCE AND ACTIVATION

The Card is delivered to the Customer by Treezor's external service provider at the postal address indicated by the Partner or electronically.

The PIN number is defined by the Partner in accordance with the Partner's general terms and conditions (activation method, ATM withdrawal, ATM balance inquiry, etc.).

If the card is a physical medium, upon receipt of the Card, the Customer / User must:

- sign the back of the Card in the appropriate box; and
- activate the Card by making an initial withdrawal at an ATM using the PIN number received.

Unless expressly provided otherwise, the Card shall remain the exclusive property of Treezor.

#### CLAUSE 5. CARD VALIDITY PERIOD

The Card shall remain valid up to the expiry date shown on the physical or electronic Card. The limited validity period of the Card is due to technical and security considerations and shall not affect the indefinite term of the Agreement. The Card is automatically renewed on its expiry date unless otherwise requested by the Customer.

In the event of termination of the Agreement, the Card(s) issued to the Customer / User(s) will be automatically terminated and deactivated within the times specified in the Agreement.

### TRANSACTIONS

#### CLAUSE 6. AUTHORISED CARD TRANSACTIONS

Subject to the available balance on the Account in particular, the Card shall allow the Customer and/or the User to carry out the following transactions:

- Withdrawal transactions at an ATM accepting the Card payment system's cards;
- Payment transactions from an EPT accepting the Card payment system's cards;



- Payment transactions executed using a means of distance communication, including online payments to an Acceptor accepting the Card payment system's cards.

The Customer/User must formally consent to the above transactions, where appropriate, by:

- Entering the PIN number.
- Providing the Card Information and, where applicable, implementing any Strong Authentication measure requested.
- Presenting and holding the Card in front of a device identifying "contactless" technology.

In particular, the Card can be used for a series of payment transactions with Acceptors to purchase goods or services or to take a bank imprint necessary for the purchase of certain goods or services. The Customer/User consents to the series of payment transactions at the time of the first transaction. The Customer / User may withdraw its consent to the execution of a future payment transaction no later than the end of the Business Day preceding the day of execution of the payment transaction.

#### **CLAUSE 7. CONTACTLESS PAYMENT**

Cards issued may have "contactless" technology, the terms and conditions of use of which are governed herein.

"Contactless" technology is activated by default and the Customer can deactivate the Card's "contactless" on Treezor's Partner's Website.

"Contactless" technology allows rapid payment for purchases of goods or services at the compatible EPT of Acceptors. The Card is read from a distance and the PIN number for a physical Card does not need to be entered.

The amount of a single payment and cumulative amounts over a fixed period may be limited for "contactless" payments.

#### **CLAUSE 8. LIMITS AND CAPS**

Limits and caps on withdrawals and/or payments using the Card may apply. Where applicable, these are specified in the contractual terms and conditions between the Customer and the Partner.

#### **CLAUSE 9. ACCOUNT DEBIT**

The amount of each payment and/or withdrawal transaction by the Customer and/or User using the

Card is immediately debited from the Account with which the Card is associated.

In some cases, the Acceptor may require the Customer to have an available balance on its Account that is more than the value of the relevant payment transaction. The Acceptor may also be required to block funds temporarily in order to check the validity of the Card and to ensure that the Account has sufficient funds. This situation may arise in particular when making a purchase from an automatic fuel pump or when booking hotel services.

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

### **SECURITY**

#### **CLAUSE 10. PERSONALISED SECURITY CREDENTIALS**

The PIN number and Card Information constitute Personalised Security Credentials in accordance with the Terms and Conditions.

The Customer and/or User must take all appropriate measures to ensure the security of the Card, the Card Information, the PIN number and more generally, any other element of the personalised security system. It must therefore keep its PIN number secret and not disclose it to any third party. In particular, it must not write it on the Card or on any other document. It must ensure that it enters it away from prying eyes.

Subject to use of the "contactless payment" function, the PIN number is essential for using the Card at an EPT, ATM and some distance payment terminals.

The number of successive attempts to enter the PIN number is limited to three (3). If the third successive attempt is unsuccessful, the Card shall be blocked and the service shall be suspended accordingly until the Card is unblocked by the Partner.

If the PIN number has been forgotten, the Customer and/or the User can obtain it in accordance with the terms and conditions of the Partner (by post, via log-in from Treezor's API website, etc.).

#### **CLAUSE 11. CARD PRESERVATION**

The Customer and/or the User shall not make any functional or physical alteration to the Card which



may hinder its operation or the operation of EPTs or ATMs in any way.

As such, the Customer and/or User shall not affix any adhesive labels or stickers on the Card or write on a physical Card other than to sign it, as referred to in this Appendix.

In the case where the Card is defective, the Customer must contact Treezor's Partner at the address provided in the contractual terms and conditions between the Customer and the Partner.

Any defective Card will be replaced by the Partner in accordance with the general terms and conditions of the Partner. In this case, the defective Card will be returned to the Partner who shall be responsible for destroying it.

In accordance with the general terms and conditions of the Partner, the costs of replacing the Card may be charged to the Customer when the alteration of the Card is attributable to the Customer and/or the User.

