

## Framework Contract for Payment Services using MANGOPAY Electronic Money

Entered into between:

The customer, a natural person being of age and having full capacity, resident in a European Union Member State or in a State party to the Agreement on the European Economic Area or an equivalent third country, or a legal person registered in one of these states, who wishes to use Electronic Money issued by Leetchi Corp S.A. as a means of payment on the Website.

hereinafter referred to as “You” or the “User”, on the one hand; and,

Leetchi Corp. S.A., a public limited liability company incorporated under Luxembourg law, with a share capital of 500,000 euros and registered offices at 14, rue d’Aldringen, L-118 Luxembourg, listed under number B173459 in the Luxembourg Trade and Companies Register, authorised to conduct its business in France under the freedom of establishment, as an electronic money institution approved by the Financial Sector Supervisory Commission, 110 route d’Arlon L-1150 Luxembourg, [www.cssf.lu](http://www.cssf.lu),

hereinafter referred to as the “Issuer”, on the other hand;

Hereinafter jointly referred to as the “Parties”,

### Warning

Please carefully read these General Terms and Conditions for the Use of Electronic Money and the Financial Conditions communicated to you on the Website before accepting them.

Please note that the language used to communicate with the Issuer is either French or English.

### 1. Definitions

For the purposes hereof, the words hereafter are defined as follows:

**Banks:** Credit institutions that hold funds collected by the Issuer corresponding to the Electronic Money in circulation. The institutions selected are currently Crédit Mutuel Arkéa and ING Luxembourg. The Issuer reserves the right to select any other credit institution based in a European Union Member State or in a State party to the agreement on the European Economic Area. The current list of the selected credit institutions is available upon request at Leetchi Corp S.A.

**Beneficiary:** Any natural or legal person acting on their own behalf, designated by the User from among the clients of the Website, who receives Electronic Money as part of a Payment Transaction. Any Beneficiary can become a User as defined herein upon acceptance of the Framework Contract, subject to the Issuer approval. In certain cases, the Beneficiary may be the Distributor, in accordance with the Special Conditions.

**Card:** bank, payment or credit card used by the User to pay to the Issuer the purchase price of the Electronic Money. This card belongs to one of the following networks: Visa, MasterCard, CB, Amex.

**General Conditions of Use of Electronic Money:** Means the present document.

**Special Conditions of Use of Electronic Money:** Means the form to be filled out by the User on the Website containing his/her personal data and the applicable Financial Conditions for Electronic Money.

**General Conditions of the Website:** Means the general conditions of use of the Website concluded between the User acting as a customer of the Website and the Distributor, including those governing access to the Website.

**Framework Contract:** Means the General and Special Conditions for the Use of Electronic Money.

**Financial Conditions:** Means the document comprising all the fees due by the User for the purchase, use and management of Electronic Money, as provided in the Special Conditions of Use.

**Account:** Means an internal reference allowing the Issuer (i) to identify in its records each transaction involving the purchase, use and reimbursement of Electronic Money carried out on behalf of a User, and (ii) to determine the amount of Electronic Money available held by the latter at a time T. The Account may under no circumstances be compared to a deposit account, a current account or a payment account.

**Distributor:** Means the entity whose contact information is stated in the Special Conditions and who operates the Website. The Distributor prepares, facilitates and advises its customers, for the purpose of concluding the Framework Contract through the Website. It assists the customers for the duration of their relationship with the Issuer within the context of carrying out Payment Transactions, including Purchases and Reimbursements of e-money. To this end, the Distributor provides each customer with a dedicated user service for Payment Transactions carried out hereunder. The Distributor does not collect funds apart from those agreed in the Financial Conditions.

**Issuer:** Means Leetchi Corp. SA, an issuer of Electronic Money licensed in Luxembourg by the Financial Sector Supervisory Commission under reference n°3812 and entitled to conduct business in the host country indicated in the Special Conditions. The Issuer is on the list of electronic money institutions available at [www.cssf.lu/surveillance/ep-eme/listes-officielles/](http://www.cssf.lu/surveillance/ep-eme/listes-officielles/).

**Login:** Means the data required for the Issuer to identify a User in order to carry out a payment Transaction, consisting of a user name (valid email address).

**Business Day:** Means a calendar day, apart from Saturdays, Sundays and public holidays, in Metropolitan France, Luxembourg and in the host country indicated in the Special Conditions, on which the payment infrastructures of these countries and the Banks used carry out their normal business and operations.

**Electronic Money:** Means the monetary value available at a time T and representing a debt payable by the Issuer to the User. Electronic Money is issued by the Issuer in exchange for the User's delivery of the corresponding funds and constitutes a mean of payment exclusively accepted by the Beneficiaries. The Issuer stores the e-money on its server in an Account opened for this purpose.

**Order:** Means the instruction given by the User to the Issuer in accordance with the procedure specified in the Framework Contract, for the purpose of carrying out a Payment Transaction and/or Reimbursement.

**Payment Transaction:** Means the transfer of Electronic Money to the User's designated Beneficiary on the Website.

**Payment Page:** Means the secure page provided by the Issuer's electronic banking provider.

**Reimbursement:** Means the transfer by the Issuer upon an Order from the User, of cashless payments corresponding to all or part of the available Electronic Money held by him/her, less any costs due.

**Website:** Means the website operated by the Distributor with the aim of selling goods or services to Users or to establish links between Beneficiaries and Users. The address of the relevant Website is indicated in the Special Conditions..

**User:** Any natural or legal person acting on their own behalf and holding Electronic Money registered in an Account opened in their name, in order to carry out one or more Payment Transactions.

## **2. Purpose**

The purpose of these General Conditions of Use of Electronic Money is to define the conditions under which the Issuer provides the User with a means of payment exclusively accepted by the Beneficiaries in the context of their relationships established through the Website.

The proposed means of payment must be consistently prepaid by the User and will not be subject to any advance, credit or discount. It is based on the Electronic Money issued and managed by the Issuer.

The Issuer has mandated the Distributor to offer this means of payment to customers of the Website, to facilitate the conclusion thereof and to assist the Users for the duration of their relationship with the Issuer.

These General and Special Conditions of Use of Electronic Money constitute the whole Framework Contract entered into between the Parties regarding the issue, use and management of the Electronic Money issued by the Issuer.

The User can, at all times and without any supplemental fees, obtain a copy of these documents on the Website. Only the Framework Contract shall be valid in case of litigation.

## **3. User Registration**

### **3.1 Necessary preconditions for User registration**

Any natural person of at least 18 (eighteen) years of age, legally competent, as well as any legal person, resident of or registered in a European Union Member State or in a State party to the agreement on the European Economic Area, can request to open an Account, provided that they are a customer of the Website.

The User, a natural person, will be deemed to be acting exclusively for non-professional purposes.

### **3.2 Registration procedure and procedure for opening an Account**

The customer must provide the Distributor with:

- His/her surname, name, email address, date of birth and nationality (for natural persons) or
- The name, corporate form, capital, head office address, business description, identities of associates and executives, as well as a list of beneficial owners as defined by the regulations (for legal persons),

if the Distributor is not already in possession of this information.

The customer must indicate a Login, consisting of a User name and a password, or connect via his/her Facebook account. He/she is solely responsible for maintaining the confidentiality of his/her Login. He/she agrees not to use the Account, name or Login of another User at any time, nor to disclose his/her Login to a third party. He/she agrees to immediately inform the Distributor in the event that he/she suspects an unauthorised use of his/her Login via the following email address: [..Florian@commoneasy.nl](mailto:..Florian@commoneasy.nl)..... The User is solely responsible for the use of his/her Login.

After carefully reading the Framework Contract, the customer must accept it in accordance with the terms specified on the Website and must provide all information and relevant documents requested from him/her by the Distributor. By accepting the terms of the Framework Contract, the customer agrees that the Distributor transmits his/her application to register as a User to the Issuer, together with all supporting documents received.

Only the Issuer can accept the registration of a customer of the Website as a User and open an Account in his/her name. The Distributor will notify the User of this agreement by any means in accordance with the terms specified on the Website.

The Issuer may, without stating reasons and with no right to compensation for the customer, refuse an application to register as a User and to open an Account. The customer will be notified of this refusal by the Distributor by any means in accordance with the terms specified on the Website.

In addition, the Issuer reserves the right to ask the User, before any registration and at any point in the duration of the Framework Contract, for supplementary information and identification data for the purposes of identity checks, as well as any supporting documents that he/she may deem necessary.

The User declares upon submission of his/her request to register to the Distributor and throughout the duration of the Framework Contract that:

- (a) he/she is at least 18 (eighteen) years old and legally competent;
- (b) he/she is acting on his/her own behalf;
- (c) all information provided during registration is true, accurate and up-to-date.

### **3.3 Account use limitations**

At the Issuer's discretion, a User who has not provided all the required documents as listed below may be expressly authorised by the Issuer to use his/her Account for the purchase of goods or services up to a limit of 2,500 Euros of Electronic Money held by a User within the same civil year, provided that this Electronic Money has not been subject to requests for reimbursement exceeding 1,000 Euros per civil year.

Upon receipt of all the documents listed below and provided that they are deemed satisfactory by the Issuer, the User may initiate reimbursements exceeding 1,000 Euros per civil year and hold an amount of Electronic Money exceeding 2,500 Euros per civil year. These Reimbursements will only be granted if the purchase or Reimbursement of Electronic Money is carried out to or from an account opened in the User's name with Payment Services Provider established in a European Union Member State or in a state party to the agreement on the European Economic Area or in a third country that imposes the equivalent requirements regarding money laundering and the financing of terrorism.

The documents required for any User who is a natural person in accordance with the above are as follows:

- A copy of an official and valid identity document (e.g. identity card, driving licence, or a passport for nationals of a country outside the European Union),
- And, on request, a proof of residence which is less than 3 months old.

The documents required for any User who is a legal person in accordance with the above are as follows:

- An original or copy of an extract of the official register, less than three months old and stating the

name, legal form, head office address and the identities of associates and executives;

- A certified copy of the statutes and any decisions appointing the legal representative;
- A copy of the legal representative's identity card or passport and, where appropriate, of the beneficial owner.

It is expressly provided that the Issuer retains the right to request at any time additional documents regarding the User, the Beneficiary, the beneficial owner or any Payment Transaction or Reimbursement.

The Beneficiary is considered to be the beneficial owner as defined in the regulations. Where appropriate, the Beneficiary agrees to provide his/her email address, date of birth and nationality, as well as the postal address of the person to whom the Beneficiary will pay the funds.

## **4. Operation of the Account**

### **4.1 Purchase of Electronic Money**

Electronic Money can be purchased by Card (or any other means accepted by the Issuer), in one or more instalments.

To carry out such a transaction, the User will identify him/herself on the Website by using its User name (valid email address) and password, or by connecting through its Facebook account.

The money transfer order is entered on a dedicated payment Page. For any payment, the User may be asked to enter a single-use code on such page, received on his/her mobile phone,. Where applicable, it is the responsibility of the Issuer to refuse any payment at its sole discretion and without giving rise to any right to compensation. The transaction is carried out by the Card issuer. Any dispute concerning such transfer must be notified to the said Card issuer. The Issuer is not entitled to cancel such a transfer. Notwithstanding the foregoing, the User may receive a Reimbursement of Electronic Money in accordance with article 4.4.

The registration of Electronic Money in the User's name is subject to the actual receipt of funds collected less the costs agreed in the Financial Conditions.

In the event that the transfer of funds is cancelled by the Card issuer following a dispute, for whatever reason, the Issuer may, upon receipt of the information, suspend or cancel any payment Transaction, close the Account concerned, debit, at any time, the Account for the amount of Electronic Money corresponding to the funds of the cancelled transfer and recover the amount due from the User by any means.

### **4.2 Functioning of the Account**

The Electronic Money is stored for an indefinite duration on the User's Account by the Issuer under the agreed Financial Conditions.

The Electronic Money purchased is credited to the User's Account, following the receipt of the funds transferred by Card (or any other means accepted by the Issuer). The amount to be credited is equal to such funds less the corresponding costs as provided in the Financial Conditions.

Upon the User's Order, the Electronic Money corresponding to the amount of the Payment Transaction or Reimbursement is debited from its Account and the related costs, as provided in the Financial Conditions.

The Issuer is entitled, at any time, to reimburse an amount of available Electronic Money on the Account equal to the charges due and payable, as provided in the Financial Conditions.

The amount of Electronic Money available on the Account is automatically adjusted based on the Orders transmitted to the Issuer (or in the process of being transmitted), the Electronic Money issued, any charges due and payable and any cancellation of one of the aforementioned transactions hereunder.

#### **4.3 The use of Electronic Money to carry out a payment Transaction**

Before transmitting an Order, the User must be sure to have a sufficient amount of Electronic Money available to cover the Payment Transaction amount and the related costs as agreed in the Financial Conditions.

Where appropriate, the User must acquire a sufficient amount of Electronic Money in accordance with article 4.1 before an Order can be legitimately transmitted to the Issuer for execution. The Electronic Money may be issued and stored by the User, provided that, the corresponding funds, are duly received by the Issuer. The Electronic Money may in no way be issued on the basis of a credit granted to the User.

As such, if the amount of available Electronic Money, at the date of execution of the Order by the Issuer, is lower, than the amount of the Payment Transaction (fees included), the Order is automatically refused by the Issuer. The information about this refusal is made available to the User on the Website. This refusal may give rise to additional fees in accordance with the Financial Conditions.

The transmission terms of an Order by the User are as follows:

When carrying out a Payment Transaction, the User logs on to the Website by entering his/her Login and password or by connecting through his/her Facebook account. The User completes the relevant form on the payment Page and, where appropriate, provides the supporting documents requested by the Issuer. The form should include the following components:

- the Payment Transaction amount, the currency, which may only be the currency of the Electronic Money, the details required to identify the Beneficiary, the date of execution of the Order and any other required information. The Order becomes irrevocable when the User clicks on the validation tab on the form. The User then receives a confirmation email on a date referred as the 'Date of Receipt'.

In certain cases, the User may fill in a single form containing the purchase of electronic money as provided in article 4.1 and a Payment Transaction Order in compliance with the previous paragraph.

#### **Execution of the Order**

The Electronic Money is debited from the User Account to be credited to the Beneficiary Account, following the User instructions. As such, the Beneficiary may open an Account in accordance with article 3.2 in order to receive the Electronic Money if he/she is not already a User. Where appropriate, the funds corresponding to the Electronic Money transferred to the Beneficiary can be directly reimbursed to a bank account or a payment account opened in the name of the Beneficiary upon the receipt by the Issuer of the relevant account details. For this purpose, the Beneficiary must provide the IBAN number and SWIFT code of his/her bank or payment account as well as his/her address. This account must be opened by a bank or a payment institution, based in a European Union Member State or in a State party to the agreement on the European Economic Area.

It is agreed between the Parties that the Payment Transaction will be executed, at the latest, two (2) Business Days following the Date of Receipt if the Beneficiary has an Account. Where appropriate, the Date of Receipt will be deferred to the opening of the Account or to the date the Issuer receives the bank or payment account details of the Beneficiary to whom the funds are due.



If the Date of receipt is not a Business Day, it will be considered to be the following Business Day for any Order issued after 12pm.

#### **4.4 Transmission and execution of a Reimbursement Order**

When the User wishes to transmit a Reimbursement Order, the User identifies him/herself on the Website by indicating his/her Login and password or by connecting through his/her Facebook account. The User completes the relevant form on the payment Page and, where appropriate, provides the supporting documents requested by the Issuer. The form must contain the following components: the Reimbursement amount, the currency, which may only be the currency of the Electronic Money, the date of execution of the Order and any other required information. The Order becomes irrevocable when the User clicks on the validation tab on the form. The User then receives a confirmation email on a date referred as the 'Date of Receipt'..

The Reimbursement of electronic money purchased by Card by a User will occur by crediting the Card used by the User to purchase such Electronic Money.

Where applicable, it will be carried out by money transfer to the bank account or payment account of the Beneficiary, whose contact details will be notified to the Issuer ('Date of notification'). It is agreed between the Parties that the Reimbursement will be carried out, at the latest, two (2) Business Days following the Date of Receipt or of notification as appropriate.

If the Date of Receipt is not a Business Day, it will be considered to be the following Business Day for any Order issued after 12pm.

#### **4.5 Withdrawal of an Order**

An Order may not be withdrawn by the User after the date, on which it is deemed irrevocable as indicated above.

### **5. Login objection, Transaction dispute and Reporting**

#### **5.1 Login objection**

The User must inform the Distributor of the loss or theft of his/her Login, or misuse or unauthorised use of his/her Login or data as soon as he/she becomes aware of this fact in order to request that the Login be blocked. Such a declaration should be made:

- by telephone call to the customer service of the Distributor at the number indicated in the Special Conditions;

or

- directly by email through the contact form available on the Website.

The Issuer, through the Distributor, will immediately execute the objection request for the Login concerned. The event will be recorded and time stamped. A time stamped objection number will be communicated to the User. A written confirmation of this execution of the objection request will be sent from the Distributor to the User concerned by email. The Issuer is responsible for the file at an administrative level and retains all the data for 18 (eighteen) months. Upon written request by the User and before expiration of such a deadline, the Issuer will communicate a copy of this objection.

Any objection request shall be confirmed without delay by the User concerned, via a letter signed by the latter, handed over or sent by registered mail or email to the Issuer at the postal address mentioned at the beginning of this document or at the address indicated in the Special Conditions.

The Issuer and Distributor shall not be held liable for the consequences of any objection made by fax or email by a person who is not the User.

An objection request is deemed to be made at the date and hour of its actual receipt by the Distributor. In case of theft or fraudulent use of the Login, the Issuer is entitled to request, through the Distributor, a receipt or a copy of the complaint from the User who undertakes to respond as soon as possible.

## **5.2 Transaction Dispute**

For any claim concerning Payment Transactions or Reimbursements executed hereunder by the Issuer, the User is advised to consult the customer service of the Distributor or the address indicated for this purpose in the General Conditions of the Website.

If an Order is executed by the Issuer containing errors committed by the latter, the Order will be cancelled and the Account will be restored to its former state before the receipt of the Order. The Order is then resubmitted correctly.

A User who wishes to dispute a Payment Transaction not authorised by him/her shall contact the customer service of the Distributor by telephone (contact details shown on the Website) as soon as possible after becoming aware of the anomaly and within 13 months of the date of the Account registering the Payment Transaction. This time period applies outside the European Economic Area (not including Saint Pierre and Miquelon and Mayotte) or to a User acting for professional purposes. After validation of the legitimacy of the request, the Issuer will cancel the Order and restore the Account with temporary credit to the amount it would contain if the disputed transaction had never been executed. After investigation of the validity of the dispute the Issuer will adjust the Account accordingly and is authorised to reverse any unduly implemented entries.

In the event of a loss or theft of the security measure (Login and password), unauthorised transactions carried out before notification of the dispute are the responsibility of the User, up to a maximum of 150 Euros. However, the Issuer may not be held liable in case of any fault of the User, such as wilful neglect or gross negligence with regard to his/her obligations, late submission of the dispute or bad faith. In the case of loss or theft or misappropriation of the personalised security measure, losses arising from orders submitted before the D by the User are borne by the Issuer, except in case of misconduct, as defined above. Transactions carried out after the dispute are borne by the Issuer except for cases of fraud.

The User may dispute an authorised transaction whose exact amount is undefined or those whose final amount is not that which he/she could have reasonably expected taking into account his/her profile, previous expenditures and the Framework Contract conditions. This request must be submitted to the Issuer within 8 weeks of the execution of the Order on the Account. The Issuer must reimburse the User within a period of 10 Business Days after receipt of the request, if the latter proves justified, taking into account the regulations, and whether the request consists of all the components necessary for examination by the Issuer. The Issuer reserves the right to refuse such a reimbursement, which will be explained and notified to the User. The latter will provide the necessary information in order to determine the circumstances of the Payment Transaction. The fees resulting from the Payment Transactions concerned, are not reimbursed by the Issuer. The fees indicated in the Special Conditions may be collected in the case of a non-justified Transaction dispute.

## **5.3 Reporting**

The User may access, at any time, on its personal page on the Website, the indicative amount of Electronic Money available on his/her Account.

The User has, on his/her personal page on the Website, a statement of Payment Transactions carried out on the Account. The User is advised to pay careful attention to the list of these Transactions.



The Issuer shall make available to the User upon written request a monthly statement of the Account, covering the 13 previous months.

## **6. Amendment of the Contract**

The Issuer reserves the right, at any time, to amend the General Conditions of Use of Electronic Money. Such amendments are made available by the Distributor to all Users on the Website.

Any User may refuse the amendments proposed and must notify the Distributor's customer service of its refusal by registered letter with an acknowledgement of receipt two months before the date the proposed amendments come into force (date as per postmark) to the address of the head office of the Issuer indicated on the first page. The two months period starts from the date on which the amendments are made available to the Users on the Website.

In the event of failure to notify his/her refusal before the end of the two months period come into force,, the User is deemed to have accepted the proposed amendments.

The relationship between the Parties after the date the amendments come into force shall be governed by the new version of the General Conditions of Use.

It is therefore important that the User reads his/her emails and regularly reads the General Conditions of Use of Electronic Money available on the Website at any time.

In case of refusal by the User of the amendments, without fees, this refusal may give rise to the cancellation of the General Conditions of Use of the Electronic Money, and to the Reimbursement of Electronic Money belonging to him/her.

## **7. Security**

The Issuer undertakes to provide its services in accordance with the applicable and professional laws and regulations. In particular, the Issuer will make every effort to ensure the security and confidentiality of the User's data, in compliance with current regulations in force.

The Issuer reserves the right to temporarily suspend access to the Account on line for technical, security or maintenance reasons, without these operations being eligible for any compensation. The Issuer will limit this type of interruption to a necessary minimum.

The Issuer cannot, however, be held liable to the User for possible errors, omissions, interruptions or delays produced by the Website resulting in an unauthorised access to the latter. Nor can the Issuer be held liable for thefts, destruction or unauthorised communications of data arising from unauthorised access to the Website. In addition, the Issuer will remain uninvolved in the existing legal relationship between the User and the Beneficiary of the payment Transaction. The Issuer cannot be held liable for faults, wilful default or negligence of the User or Beneficiary towards each other.

The Distributor is solely responsible for the security and confidentiality of the data exchanged within the framework of the use of the Website, in accordance with the General Conditions of the Website; the Issuer is responsible for the security and confidentiality of the data that he/she exchanges with the User within the context of these General Conditions in respect of the creation and management of the Account, as well as the payment Transactions associated with the Account.

## **8. Limitation of Issuer liability**

The Issuer will not intervene in any way in the legal and commercial relationships and any litigation arising between the Beneficiary and the User. The Issuer has no control over the compliance, security,

legality, characteristics and appropriateness of the products subject to a Payment Transaction. In this respect, it is up to the User to obtain all useful information before proceeding to the purchase of a product or service, the collection of funds or any other transaction, in full knowledge of all the considerations involved. Any transaction carried out by the User gives rise to a contract directly formed between him/her and the Beneficiary(s) with whom the Issuer has no contact. The latter cannot, under any circumstances, be held liable for the non-performance or poor execution of obligations that may result, nor possible damages caused to the User in this respect.

Notwithstanding any provision to the contrary in the present Contract, the responsibility of the Issuer with regard to a User is limited to the repair of direct damages as provided by the regulations.

## **9. User Commitments**

The User guarantees that no part of its profile on the Website will harm the rights of third parties or is contrary to the law, to public order or to accepted principles of morality.

He/she undertakes not to:

- Execute the Contract in an illegal manner or in conditions that are likely to damage, deactivate, overload or impair the Website;
- Assume the identity of another person or entity, falsify or conceal his/her identity or age, or create any false identity;
- Disseminate personal data or information concerning a third party, such as postal addresses, telephone numbers, email addresses, bank card numbers etc.

In the event of User default, the Issuer reserves the right to take any appropriate measures in order to stop the relevant actions. He/she will also be entitled to suspend and/or block access to the Account.

## **10. Duration and Termination**

The General Conditions of Use are concluded for an unlimited period. They are applicable from the date of receipt by the User of the email confirming his/her registration.

The User can terminate the Framework Contract, at any time, and subject to compliance with a notice period of 30 (thirty) calendar days. The Issuer can terminate the Framework Contract, at any time, subject to compliance with a notice period of two months.

Such termination shall also constitute the termination of the entire Framework Contract and consequently the closure of the Account.

In order to do this, each Party shall transmit a notice of termination to the other Party by registered letter with an acknowledgement of receipt, to the postal and email address indicated in the Special Conditions.

The User shall indicate his/her bank or payment account details in the termination letter enabling the Issuer to reimburse him/her with the available Electronic Money. In the absence of such information, the Issuer shall follow the Reimbursement instructions entailing the reimbursement by credit to the Card used for the purchase of Electronic Money. The Issuer has no more obligation after having confirmed with the User the transfer to the bank account indicated or the credit to the Card of the amount of the Electronic Money.

In the event of gross default, fraud or lack of payment on the part of the User, the Issuer reserves the right, without cause or prior notice, to suspend or terminate these conditions by sending an email accompanied by a registered letter with acknowledgement of receipt.

In the event that a successor to the Issuer is nominated to issue the Electronic Money distributed on the

Website, it is the responsibility of the Distributor to obtain the User's express written consent to this change, about the amount of Electronic Money available and to indicate the arrangements for the transfer of funds corresponding to the available Electronic Money to the Issuer.

It is envisaged that the Framework Contract will be automatically terminated in the event of new circumstances affecting the ability of one Party to commit to these conditions.

### **11. Right of Withdrawal**

The User has a period of 14 (fourteen) calendar days to withdraw the Contract, without having to either justify any reason or sustain any penalty. This deadline for withdrawal shall start from the day of the User registration.

The User must notify a request of withdrawal within the prescribed deadline to the Distributor's customer service by telephone or email and send a letter of confirmation to the address of the customer service of the Distributor. In respect of the exercise of a right of withdrawal by the User, the Framework Contract will be resolved without fees.

In the event that a User has already benefited from the service and is in possession of Electronic Money at the date of the withdrawal, he/she must transmit his/her bank account details to the Distributor in order to allow the Issuer to reimburse the User with Electronic Money.

### **12. Anti money laundering and terrorism financing**

The Issuer is subject to the entire French and Luxembourg legislation regarding the combating of money laundering and the financing of terrorism.

Pursuant to the provisions of French and Luxembourg law relating to the participation of financial institutions in combating money laundering and the financing of terrorism, the Issuer must obtain information from any User, for any transaction or business relationship, of the origin, purpose and destination of a transaction or opening of an Account. In addition, the Issuer must take all the steps necessary to identify the User and, where appropriate, the Beneficiary owner of the Account and/or any payment Transactions linked to the latter.

The User recognises that the Issuer can, at any time, stop or delay the use of a Login, access to an Account or the execution of a Transaction or a Reimbursement in the absence of sufficient information pertaining to its purpose or nature. He/she is informed that a transaction carried out within the framework of these conditions may be subject to the national financial intelligence unit's right to disclosure.

The User can, in accordance with the legislation, access all of the information disclosed, provided this right to access does not undermine the purpose of the fight against money laundering and terrorism financing of terrorism, where this data concerns the applicant.

No prosecutions or civil liability actions can be brought, nor any professional sanction taken against the Issuer, its managers or employees who have reported their suspicions in good faith to the national authority.

### **13. Personal data and professional secrecy**

The User's personal data provided in connection with the opening of the Account, are used by the Issuer for the purposes of managing his/her Account, payments Transactions and Reimbursements.

The User agrees, that his/her contact details and personal information obtained by the Issuer in

connection with the Contract, may be transmitted to operational providers, with whom the latter is in a contractual relationship, with the sole purpose of executing Payment Transactions and services, provided that these third party recipients of personal data, are subject to regulations guaranteeing a sufficient level of protection. The list of the third party recipients of the User's data is available upon request from the Issuer's compliance manager at the following address: [contact@leetchi-corp.com](mailto:contact@leetchi-corp.com). This information is stored by the latter or by any company authorised to do so, in accordance with legal and regulatory rules.

The User will be informed prior to any transfer of his/her personal data outside the European Union. In such a case, the Issuer undertakes to respect the regulations in force and to put in place any measure necessary in order to guarantee the security and confidentiality of data transferred in such a way.

Certain information collected and held by the Issuer thereunder may give rise to the rights of access and correction. Any User may, at any time, obtain a copy of the information pertaining to him/her upon request addressed to the Issuer's customer correspondent at the following address: [contact@leetchi.com](mailto:contact@leetchi.com). He/she may request the deletion or correction of this information by letter to the address found at the beginning of this document. The User may, at any time, object to receiving commercial solicitations, amend his/her contact details or object to their disclosure by sending a notification by registered mail or e-mail followed by an acknowledgement of receipt to the customer service address of the Issuer.

The Issuer will store the personal information and data for a maximum legal or regulatory period applicable depending on the purpose of each type of data processing.

The conditions for the collection, possession and access to personal data obtained by the Distributor and under his/her responsibility in terms of accessing the Website, are governed by the General Conditions of the Website as well as the privacy policy, which is available on the Website.

#### **14. Inactive Accounts**

Any Electronic Money unit Account that is inactive for a period of 12 (twelve) months will receive a notification of inactivity by email from the Issuer followed by a reminder a month later.

If there is no response or use of available Electronic Money within this period, or in the event of the death of the User, the Issuer may close the Account and keep it active for the sole purpose of the Reimbursement of Electronic Money. The right of Reimbursement might pursuant to the law of the residence of the User be destroyed following a legal delay starting from the last transaction on the Account. In the event of death, the Electronic Money can only be reimbursed to the User's assignee.

The Account will not permit the further use of Electronic Money.

#### **15. Force majeure**

The Parties shall not be held liable, or considered to have failed under these conditions in the event of delay or non-performance when their cause is related to a *force majeure* situation as defined by the case law of the French courts.

#### **16. Independence of contractual provisions**

If any of the provisions hereof is held invalid or unenforceable, it shall be deemed unwritten and will not invalidate the other provisions.

If one or more of the provisions hereof lapses or is declared as such under any law or regulation or following a final decision granted by a competent jurisdiction, the other provisions will retain their binding force and scope. The provisions considered null and invalid would then be replaced by provisions closest in scope and meaning to those initially agreed.

### **17. Protection of funds**

The collected funds are protected against any claims from other creditors of the Issuer, including in the event of enforcement proceedings or insolvency proceedings against the institution.

The User's funds are deposited at the end of each Business Day into an account opened with a Bank and are ring fenced by it.

### **18. Non-transferability**

The Framework Contract cannot be subject to a complete or partial transfer by the User, whether against payment or free of charge. It is therefore forbidden to transfer to a third party any rights or obligations that the User owns hereunder. In the event of breach of this prohibition, in addition to the immediate termination hereof, the User may be held liable by the Issuer.

### **19. Fees**

The services offered hereunder are charged by the Distributor on his/her behalf and on the behalf of the Issuer in accordance with the Financial Conditions.

The Fees due by a User to the Issuer may be paid with available Electronic Money (stored on the User Account) reimbursed at the Issuer sole discretion.

### **21. Agreement of proof**

All data held in a permanent, reliable and secure manner in the computer database of the Issuer relating, in particular, to the payment orders and confirmations received by the User, notices sent, Access, Withdrawal and Reimbursement will prevail between the parties until proven otherwise.

### **22. Complaints and arbitration**

The User is invited to send any complaint to the customer relations service indicated in the Special Conditions and on the Website.

Any complaint other than as provided in article 5.2 concerning the conclusion, execution or termination of the Framework Contract and services for the issue and management of Electronic Money shall be notified by registered letter with receipt of acknowledgement to the following address: [contact@leetchi-corp.com](mailto:contact@leetchi-corp.com).

If the User believes that the response provided is unsatisfactory, or in the absence of a response within one month after sending the letter, he/she may refer to the Financial Sector Supervisory Commission by post at 110 route d'Arlon L-1150 Luxembourg or by email: [direction@cssf.lu](mailto:direction@cssf.lu).

### **23. Applicable law and competent jurisdiction**

Except in the case of the application of a public policy law (which will apply only within the strict limits of its purpose), it is expressly stipulated that the Framework Contract is subject to French law and that any litigation between the Parties under the latter shall be subject to the jurisdiction of the competent French courts.