



Legal Notice

The website www.NeedHelp.com (hereinafter the "Website") is the exclusive property of the company WE SHARE TRUST (hereinafter the "Company") with a capital of Eur 91,316, registered in the PARIS Trade and Companies Register under number B 799 782 859, VAT FR45799782859, whose registered office is located at 5 Villa Victor Hugo, 75116 PARIS.

The NeedHelp website is hosted by Amazon Web Services LLC (AWS) P.O. Box 81226 Seattle WA 98108-1226 - USA, on servers located in Europe.

Introduction

This document describes the Terms and Conditions of Use of the Website www.NeedHelp.com for the United Kingdom.

TOU of the Website www.NeedHelp.com

1- Definition

For the purposes of these TOU, and notwithstanding any terms defined elsewhere in the TOU, the following terms shall have the meanings set forth in the definitions below:

- **Agreement:** Client and a Jobber agree, through the Site, to the Job and

the price, thereby forming a contract, it being specified that the Company shall never be a party to any Agreement.

- **Job (Client side):** proposal drawn up by a Client in which the Job it wishes to assign to a Jobber is described.
- **Jobber:** service provider independent from the Website, natural or legal person, professional or non-professional, using the Website and the Platform to review and respond to the Jobs (Client side) of Clients in order to perform the Job offered by Clients. A Jobber (natural person) acts independently of his or her professional activity if he or she is an employee.
- **TOU:** these Terms and Conditions of Use that the User has accepted, which form a contract between the User and the Company and specify all of their rights and obligations in connection with the use of the Website.
- **Code:** a series of alphanumeric characters provided by the Company to the Client, who provides it to the Jobber once the Job has been completed in the case of Mangopay payment, in order for the Jobber to enter it on the Website to obtain its payment.
- **User Account:** section dedicated to the User, which the User can access on the Website using its email address and password, and in which certain information about the User can be found.
- **Content:** content of any kind that Users posts on the Website (in particular editorial, graphic, photographic, video or other content, including the name and/or image that a User may choose to identify itself on the Website).
- **Offer:** an offer prepared by a Jobber in response to a Job (Client side) posted by a Client in which the Jobber describes the Job it can perform and the price.
- **Online Platform Operator:** is qualified as an online platform operator, as defined in Article L. 111-7 of the French Consumer Code, any natural or legal person offering, on a professional basis, including for a fee, an online communication service to the public based on (i) ranking or referencing contents, goods or services offered or uploaded by third parties by using computerized algorithms; (ii) or allowing several parties to get in contact with one another for the sale of goods, the provision of services or the exchange or sharing of content, goods or services.
- **Platform:** electronic platform for connecting Clients and Jobbers that is accessible via the Website.

- **Client:** natural or legal person, professional or consumer, posting Jobs (Client side) in order to obtain response from Jobbers.
- **IKEA Client:** individual or legal person, professional or consumer, from our IKEA Partner (online or via partner stores) posting Jobs (Client side) for kitchen or kitchen unit installation, in order to obtain response from Jobbers.
- **Job (Jobber side):** service provided in response to the Job (Client side) posted by a Client that a Jobber may provide.
- **Profile:** information relating to a User, provided by the User and accessible to other Users.
- **Company's Fee:** fees owed by the Client to the Company in consideration for the Service provided via the Website by the Company.
- **Services:** all of the features offered by the Company via the Website and, in particular, putting in contact Jobbers and Clients via the Platform.
- **User:** any individual or legal person registered on the Website for the purpose of benefiting from the Services.

2- Purpose

The Website and its Platform, accessible via the Internet, offer a service for putting Users in contact with each other.

The Website allows Clients who have a Job (Client side) to post it in order for a Jobber to respond to it.

The purpose of the TOU is to define the terms and conditions under which Users are authorized to use the Website.

The Company may modify the TOU at any time.

It then notifies these changes, by electronic e-mail (or any other durable medium) to the Jobbers, within one month before their effective date, who may terminate the contractual relationship with the Company before this period expires.

The offer of new services by the Jobber on the Platform constitutes acceptance of the updated TOU, unless the changes require the Jobber to make significant technical or commercial changes in order to comply with them.

The above-mentioned notice period shall not apply if (i) the changes to the TOU

result from legal or regulatory obligations that make it impossible to comply with this period or (ii) the changes are made, exceptionally, to deal with an unforeseen and imminent danger to protect the Platform and Users against fraud, malware, spam, data breaches or any other cyber security risk.

The applicable TOU are the ones in effect at the time of each use of the Website and, with respect to Sections 8 to 12, 14, 20 and 25 of these TOU, those in effect at the time an Agreement is entered into.

3- Status and obligations of the Company

The company is an online platform which allows users to contact each other in order to enter into an Agreement for the provision of services.

The Company agrees to provide the Users with the Service enabling them to contact, via the Site, other Users for the purpose of possibly entering into an Agreement with them for the performance of a Job.

The Company shall use its best efforts to provide the Services but is not required to provide a specific result and Users agree that the Company cannot guarantee the absence of bugs, errors or inaccuracies. This obligation on the part of the Company is on a best-efforts basis.

The Services are subject to change and modification.

The Company's role is strictly limited to putting Users in contact with each other via the Platform available on the Website.

Thus, it is specified that the Company is not a party to any Agreement that may be entered into between a Client and a Jobber. The Company, via the Website, only provides the means to contact each other and possibly enter into an Agreement.

Accordingly, the Company does not guarantee the performance or quality of the result of the Job which may be performed by a Jobber for the benefit of a Client.

4- Access to the Website and Services

All costs of setting up computers and telecommunications means allowing access to the Website are borne by the Users themselves.

5- Registration on the Website

1.1. Acceptance of the TOU

Confirmation of acceptance of the TOU by Users who register on the Website is evidenced by a checkbox in the registration form. This acceptance can only be full and complete. Any acceptance with reservations shall be deemed null and void.

If a User does not agree to be bound by the TOU, then the User must not access the Website or use the Services.

Users who have given their consent at the time of registration to receive promotional offers from NeedHelp can at any time unsubscribe to stop receiving them.

1.2. Creation of a User Account

1.2.1 To use the Website and the Platform, Users must register by creating a User Account and entering a valid email address and choosing a password.

During registration, Users must also provide the Company with a First Name, Last Name, telephone number and mailing address. Users are not allowed to include the name of a business or company in the information requested. Users agree to provide complete and accurate information and to keep it up to date.

1.2.2 The creation will be considered complete at the end of a registration process, which may include, if necessary, any verification step that the Company deems necessary, in particular with regard to a User's email address.

Once created, this User Account will give access to a personal space that will enable the use of the Services to be managed in a form and according to the technical means provided by the Company.

1.2.3 If a User wishes to perform a Job as a Jobber, the Company reserves the right, at its sole discretion, in such form and by such technical means as the Company deems most appropriate, to:

- Carry out any verification process that it deems useful, particularly concerning the Jobber's email, identity or contact information;
- Ask the User for any document and information it deems useful in order to complete its registration application as a Jobber. Obtaining these elements shall be a condition to complete the creation of the Jobber User Account;

- Refuse any request for the creation of a User Account, at its own discretion, and without having to provide any justification whatsoever.

1.2.4 In all cases, Users shall ensure that all documents and information provided to the Company are accurate, sincere and up-to-date and not misleading.

Users agree to update this information through their User Account in the event of a change, so that the information always complies with the aforementioned requirements.

Users are informed and agree that the information entered for the purpose of creating or updating their User Account is proof of their identity. Any information entered by a User is binding upon it as soon as it is validated.

Users may access their User Account at any time after logging in with their login name and password.

Users agree to use the Services personally and not to allow any third party to use their User Account in their place or on their behalf, except to bear full responsibility.

Users are responsible for maintaining the confidentiality and security of their username and password. Any access to the Website using the latter shall be deemed to have been carried out by the User, the User therefore remaining exclusively responsible.

If a User loses a password, the User will be asked to enter its email address in order to receive a link to set a new password.

Users must immediately contact the Company at the contact details mentioned in the legal notice of the TOU if they notice that their User Account has been used without their consent. Users acknowledge that the Company has the right to take all appropriate measures in such a case.

A User shall create only one User Account, and the Company reserves the right to delete any additional accounts created by a same User.

Any User whose User Account has been deleted is prohibited from creating a new User Account. The Company reserves the right to delete any User Account created in violation of this restriction.

1.3. Creating a Profile

Users can create a Profile that will include all the information they wish to make available to other Users (e.g., languages spoken, degrees, interests, skills).

The Profile is available on the User Account.

Once published on the Website, this information will be available to all Users.

Users are solely responsible for the creation of their Profile. Consequently, it is the Users' responsibility to ensure that the information that they publish, in particular the pseudonym that they use in their relations with other Users and the content of the Job (Client side), if any, comply with the TOU and applicable regulations and that they do not infringe the rights of third parties. The Company will not be held liable in this respect.

However, if the Company is informed that the information published by a User does not comply with these provisions, the Company reserves the right to suspend the User's User Account as indicated in the section "Suspension of the User Account."

1.4. User representation

1.4.1 Prior to registration, Users declare that they have a bank account and a credit card and:

- If he/she is a natural person: he/she has full legal capacity to agree to the TOU. The natural person who does not have full legal capacity can access the Website and the Services only with the agreement of his/her legal representative;
- If it is a legal entity: act through a natural person having the legal capacity and power to enter into a contract in the name and on behalf of the legal entity.

1.4.2 Specific rules applicable to Jobbers:

Jobbers can provide services in a professional or non-professional capacity. They agree to:

- Act in accordance with applicable laws and regulations;
- To respect the tax and social security reporting obligations and the obligations relative to their activity on the Website;

1.4.3 Specific rules applicable to Clients:

Clients agree to comply with the applicable tax and social security obligations. In this respect, Clients are responsible for making all declarations to the relevant authorities, where applicable.

6- Contact and connection between Users

1.5 General principles

Clients determine under their own responsibility the content of each Job (Client side) they post on the Website.

In addition, they agree to ensure that these Job (Client side) comply with the TOU as well as the applicable regulations and in particular that they do not infringe the rights of third parties.

1.6. Obligations of Clients

Clients agree to only post on the Website serious Job (Client side)s corresponding to effective Jobs.

The Job (Client side) posted by a Client on the Website must specify at least the following elements:

- The category in which the Client wishes the Job (Client side) to be posted amongst the options available on the Website;
- A clear and precise description of the Job required;
- The deadline within which the Client wants this Job to be completed (before or on a specific date);
- The city and, if applicable, its district, or the geographical area in which the Job is to be carried out;
- The method of payment the Client wishes to use (direct payment or online payment).

Clients must also indicate on the Website the precise address at which the Job is to be carried out and may, if necessary, specify the access codes. This information will not be published in the Job (Client side) posted on the Website

and will be sent only to the Jobber selected by the Client.

Once the Job (Client side)s is published, it will be made available on the Website for a maximum period of sixty (60) days or, if the Job must be carried out before the end of this period, until the date of completion of the Job. Clients may not modify or delete their Job (Client side) except by contacting Technical Support (see the section entitled "Support").

When a Client selects a Jobber to complete the Job, this information appears on the Job (Client side), and other Jobbers can no longer apply for the Job.

1.7. Obligations of Jobbers

Any Jobber who wishes to respond to a Task posted by a Poster on the Platform shall obtain, prior to applying, all necessary information and details on the content of the Task and shall clear up any doubts that may remain regarding the precise content of the job, in particular, the price of the Job.

For information, if the Poster is a consumer, then the professional Jobber must also comply with the specific regulations applicable, in particular Articles L.221-18 et seq. of the French Consumer Code relating to the right of withdrawal.

We remind you that insofar as the Company does not verify the content posted online and is not a party to the Agreements entered into between Users, the Company shall not be held liable in the event of failure by the Jobber to comply with its obligation to provide information and, more generally, with applicable regulations.

1.8. Contact and negotiation between Users

Jobbers may respond to a Job (Client side) posted on the Website by making an Offer.

Users shall not use the Website in order to communicate or use contact information that would allow another User to contact them directly prior to the conclusion of the Agreement as indicated in the Section "Conclusion of an Agreement between Users", without the prior written consent of the Company. This does not affect the Users' right to develop their own clientele outside the platform.

7- Conclusion of an Agreement between Users

1.9. Process for entering into an Agreement via the Website

A Client can view the Profile of every Jobber who has responded to its Job (Client side).

We remind you that the Client has the choice between the Jobbers' Offers and that the final choice is up to the Client, it being specified that the Client is free not to select any of the Jobbers that have responded to the Job (Client side). The Client selects from among the Jobbers who have responded to the Job (Client side) the one it chooses to carry out the Job.

A Client and a Jobber enter into an Agreement by:

- In the case of online payment: the selection of the Jobber by the Client resulting from the payment of the price of the Job on its Mangopay e-wallet and the receipt of the payment amount;
- In the case of direct payment: the selection of the Jobber by the Client and the payment by the Client of the Company's Fee on its Mangopay e-wallet and the receipt of the Company's Fee.

The Company will inform the Jobber of its selection by the Client and of the Agreement by a notice on its User Account, and by sending an email via the email address provided by the Jobber

Once the Agreement has been entered into in accordance with the conditions set forth in this Section, the Company will:

- In the case of online payment: provide the Client with the Jobber's contact information;
- In the case of direct payment: provide to the parties to the Agreement the contact information enabling them to contact each other directly.

Subject to the provisions of Section 9, the conclusion of the Agreement shall imply an irrevocable obligation: on the one hand, the Client shall pay the Jobber the agreed price for the Job and, on the other hand, the Jobber shall perform the Job in accordance with the conditions agreed upon with the Client.

1.10. Content of the Agreement between Users

We remind you that the Company is not party to the Agreement concluded between the Users.

Users are free to determine the content of the Agreement they intend to make together and to negotiate the price of the Job

The Company recommends to the Users to sign a formal agreement specifying in particular:

- The Job, its price, the place of performance, the deadlines and payment terms;
- The rights and obligations of each party as part of the performance of the Job described in the contract;
- The law applicable to the contract, in particular in the case of a contract concluded between persons located in different jurisdictions.

The Company recommends that you seek the advice of a qualified professional for the drafting of the contract.

8- Company's Fee

Registration on the Website is free for all Users.

It is only in the event that an Agreement is concluded between Users that a Fee is owed to the Company by the Client.

The Company's Fee is a percentage of the Job price negotiated between the Jobber and the Client.

Thus, the Client shall pay the Company, in consideration of the Service it provides and for each Agreement concluded via the Website with a Jobber, an amount equal to 20% of the total price of the Job which is the subject of an Agreement (or 23% of the amount of the total price of the Job which is the subject of an Agreement for IKEA Clients for the "kitchen installation" category . For Painting and Flooring projects, the down payment is 21.5% of the total price of the job. All amounts include VAT.

The Company's main partners are listed below:

- IKEA
- Conforama
- BUT
- Castorama
- Brico Dépôt
- AliExpress
- MisterMensuiserie

- MisterAuto
- Franprix
- Outdooring
- Mr.Bricolage
- Trusk
- Easy2Go
- B&Q
- Screwfix
- Tradepoint

9 - Performance of the Job

1.11. General principles

We remind you that the Company is not party to the Agreement concluded between the Users, which is independent of the TOU accepted by the Users

Except where a wrongdoing is directly attributable to the Company, the Company can never be held liable under the TOU accepted by the Users and the performance of this contract, and in particular in the event of total or partial non-performance of the Job that is the subject of an Agreement concluded between the Users.

1.12. Carrying out the Job

The Jobber is responsible for performing the Job in accordance with the conditions agreed with the Client.

Once the Job has been performed for the benefit of the Client, the Jobber shall, in the case of a Mangopay payment, inform the Company by entering on its User Account the Code given to it by the Client.

When the Job is carried out during a face-to-face meeting between Users, the Company recommends that the Jobber submit a document to the Client for signature at the end of the Job, in which the latter certifies that the Job, which is the subject of the Agreement, has been completed.

1.13. Jobber and Client Rating

Clients can rate a Job that has been completed by filling out the form provided for this purpose in their User Account.

The comments and the rating given to the Jobber will be posted on the Jobber's Profile. An overall average global rating rounded up will also be available on the Jobber's Profile.

Consequently, Clients are bound by an obligation of moderation and agree to be as objective as possible. The Company reserves the right to remove any comments in violation of the TOU and the Charter.

All the same, Jobbers may rate their Clients on the Platform.

10 - Payment of the price of the Job and of the Company's fee

Clients have the choice between two methods of payment of the price of the Job when posting a Job (Client side):

- “Direct payment”; and
- “Online payment.”

Consequently, the payment method is chosen by the Client and imposed to the Jobbers. The Company shall be paid in accordance with the payment method chosen by the Client.

In the event that a Client chooses the online payment method, Users must first accept the Terms and Conditions of Use of the company LEETCHI made available on the Website.

The Company shall be responsible for creating the Mangopay e-wallets necessary for the successful completion of payments from the Client to the Jobber. The Company reserves the right to create as many electronic portfolios per user as it deems necessary.

The price of the Job is paid by the Client to the Jobber.

The Company's fee, paid by the Client, is owed to the Company and corresponds to 20% of the total price of the Job (or 23% of the amount of the total price of the Job which is the subject of an Agreement for IKEA Clients in the kitchen installation category). For Paintings, Floorings and tillings projects, the down payment is 21.5% of the total price of the job. All amounts include VAT.

1.14. Direct payment

Under this payment method, Jobbers are paid directly by Clients in accordance

with the terms and conditions agreed upon in their Agreement.

Initially, the Client pays 20% of the price of the Job to the Company (i.e., the Company's Fee) upon its selection by the Client via the Website by credit card (or 23% of the amount of the total price of the Job which is the subject of an Agreement for an IKEA Client for the "kitchen installation" category,). For Paintings, Floorings and tillings projects, the down payment is 21.5% of the total price of the job. All prices include VAT.

Clients pay the remaining amount to the Jobber once the Job has been completed: 80% of the price of the Job or 77% if the Client is an IKEA Client in the Kitchen Installation category,, or 78.5% for Painting and Flooring projects. The price is paid directly by the Client to the Jobber in cash, check, Universal Service Employment Voucher, wire transfer or other.

If the Client fails to pay the balance, the Jobber must inform the Company in accordance with the provisions of the section "Claim - Dispute between Users".

1.15. Online payment

1.15.1. Principle: Under this payment method, upon selection of the Jobber by the Client, the Client must immediately pay the full price of the Job on its Mangopay e-wallet with its credit card.

Once this payment has been made, the Company will provide the Client with a "Pay Code". Once the Job has been completed:

- The Client shall deliver the Pay Code (available on his personal NeedHelp dashboard) to the Jobber;
- The Jobber shall recover this Pay Code from the Client.

In order to be paid, the Jobber shall enter the Pay Code received from the Client in his personal NeedHelp dashboard. Consequently, the price of the Job previously paid by the Client on its e-wallet will be credited.

Consequently, the amount actually received by the Jobber corresponds to 80% of the price of the Job paid upfront on the Platform(77% of the price of the amount of the Job for an IKEA Client in the kitchen installation category), it being specified that the Jobber agrees that the Company may deduct its Fees of 20% of the price of the Job (or 23% of the amount of the total price of the Job which is the subject of an Agreement for an IKEA Client). For Painting, Floorings and tillings projects, the down payment is 21.5% of the total price of the job. All amounts include VAT.

1.15.2. Non use of the amount intended for the job

If the amount credited to the e-wallet is not used, the Client shall receive several emails notifying him of the possibility to use the services of the selected jobber - up to 6 months after the date of order.

If within 6 months after the service is ordered on the platform, the Client's electronic wallet is still credited, and the Client has not cancelled or extended the order and remains unreachable, the Company reserves the right to collect the amount of the service fees related to the connection made.

The amount remaining in the e-wallet can be cashed in particular if the Jobber should be compensated for part of its intervention (for example, a first trip made, supplies purchased, its schedule disrupted by the order etc.).

1.16. Company's Fees

1.16.1. In consideration for the Services provided to the Jobber, the Company shall receive a Fee, the amount of which is calculated by multiplying the price of the Job agreed with the Client by a percentage.

The applicable percentage is 20% of the amount of the price of the Job agreed between the Client and the Jobber (or 23% of the amount of the total price of the Job which is the subject of an Agreement for IKEA Clients for the "kitchen installation" category,, or 21.5% of the total amount of the Job for Painting and Flooring projects). All prices include VAT.

The Company reserves the right, at its own discretion and under terms and conditions that it alone will decide, to make promotional offers, reduce or cap its Fees.

The applicable percentage of the Fee may change at any time. Jobbers are informed by any useful means of the effective date of the new percentage.

The modified percentage shall apply to any Job (Client side) for which a Jobber would respond after its effective date.

Jobbers acknowledge and agree that it is their responsibility to be aware of the percentage applicable on the date they respond to a Job.

1.16.2. In the case of the:

- Online payment: The Company's Fee is due upon the conclusion of the Agreement between the Users in accordance with the section "Conclusion of an Agreement between Users". The Fee is collected at the time the

Jobber enters the Code.

- Online payment: The Company's Fee is withdrawn from the Client's e-wallet ten (10) days after the conclusion of the Agreement between the Jobber and the Client.

1.16.3. The Company shall issue invoices for the Fees charged for each Job. The invoices shall be made available to the User in its personal dashboard or upon request.

11 - Termination of the agreement between the Users

1.17. General principles

Since the Company is not a party to the Agreement concluded between Users, it does not intervene during the termination of the Agreement.

Consequently, it is up to the Users who entered into an Agreement to determine together the conditions for its termination or cancellation.

1.18. Consequences of the termination of the Agreement on the payment of the Company's Fee

It is reminded that the Company's Fee is due once an Agreement is concluded between Users, regardless of the termination or cancellation of this Agreement, for any reason whatsoever.

12 - Claim - Dispute between Users

The User agrees to inform the Company, prior to mediation or court proceedings, of any dispute concerning the performance of an Agreement entered into with another User.

The Company provides to Users on its Website an internal system for processing claims, available at the following address:

<https://www.needhelp.com/en-gb/satisfait-ou-refait>

In any event, except in the specific case referred to in the section "Non-Performance of the Job", the Fee paid to the Company will not be reimbursed.

The consumer User, who has previously attempted to resolve a dispute through the claim mentioned in Section 13 paragraph 1, has the right to submit a request

for an amicable settlement through mediation within a period of less than one year from the date of the written claim to the Company.

- By mail:

- To the Company: 5, Villa Victor Hugo 75116 Paris, France;
- To the User: to the mailing address provided by the User to the Company when registering on the Website.

- By e-mail :

- To the Company: contact@NeedHelp.com,
- To the User: to the e-mail address provided by the User to the Company when registering on the Website.

Regardless of the means of referral used, the request must contain the following information:

- - The postal, telephone and electronic contact information of the applicant,
- - The name and address of the professional in question,
- - A brief statement of the facts,
- - Proof of the prerequisite steps taken with the professional

1.19. Non-Performance of the Job

In the event that the Job is not completed as a result of the Jobber's failure:

- In case of direct payment:

- For the Client: 100% refund of the amount paid as a deposit on the e-wallet if NeedHelp was unable to find an alternative solution to complete the job;
- For the Jobber: Nothing.

- In case of online payment:

- 100% refund of the amount paid as a deposit on the e-wallet if NeedHelp was unable to find an alternative solution to complete the job
- For the Jobber: Nothing.

In the event of a breach by the Client:

- In case of direct payment:

- For the Client: The Company will withhold the entire amount paid into its e-wallet;
- For the Jobber: Nothing.

- In case of online payment:

- For the Client: refund of 80% of the amount paid into its e-wallet (or 77% in the case of an IKEA Client in the Kitchen Installation category, Clients which are partners of the Company, or 78.5% for Paint and Flooring & Tiling projects);
- For the Jobber: Nothing.

1.20. Partial completion or defect in the quality of the result of the Job

In the event of a dispute between a Client and a Jobber, in particular in the event that the Job is only partially completed or that there is a defect in the quality of the result of the Job, Users agree to contact the Company in order to find an amicable solution.

However, the Company cannot be held liable in this respect.

1.21. Failure to pay the price of the Job

Where, in the case of direct payment, the balance of the price of the Job is not paid by the Client within the period agreed with the Jobber, the latter shall immediately inform the Company, which will then attempt to bring the Parties together in order to find an amicable solution

In any event, the Company cannot be held liable in the event of non-payment. In such a case, the Jobber is responsible for taking the necessary steps with regard to the Client in order to obtain payment of the outstanding price.

If the Client or the platform changes the Jobber, the change is made at the same rate as the first Jobber, if possible. However, if a Jobber has a higher rate, the Client agrees to pay the difference directly on the platform.

- Either the Client pays 20% of the difference in price (or 23% of the total amount of the total price of the Job subject to an Agreement for IKEA Clients in the Kitchen Installation category, Clients which are partners of the Company, or 21.5% of the total amount of the Job for the Painting and Flooring categories. All prices include VAT.

- or the Client pays the totality of the rate difference with the issue of a new payment coupon.

13- Obligations of Users

Without prejudice to the other obligations set forth herein, Users agree to comply with the following obligations:

1.22.

When using the Services, Users agree to comply with the laws and regulations in force and not to infringe the rights of third parties or violate public order.

Users are solely responsible for the proper completion of all applicable formalities, in particular administrative, tax and/or social security formalities in connection with the use of the Services. The Company shall not be held liable in any way in this respect.

The Company reserves the right to request from any User, in the course of its use of the Services, any additional documents and information it deems useful, in particular for the purposes of verifying the User's identity. The User shall provide the Company with the documents and information requested without undue delay

The Company reserves the right to suspend access to the Website of any User who has not provided the requested information.

1.23.

Users are solely responsible for their use of the Services and, in particular, for the relations they may establish with other Users on the Website and the information they communicate to them as part of the Services. Users are responsible for exercising the appropriate caution and judgment in these relationships and communications. Users also agree, in their exchanges with other Users and on the public interface dedicated to each Post, to respect the usual rules of politeness and courtesy.

It is up to Users, if they deem it necessary, to take out insurance in relation to their use of the Services.

1.24.

Users are solely responsible for the use they make of the Website and in particular for the content that they may publish or communicate via the Website. Each User guarantees the Company that it has all the rights and authorizations necessary for the publication of this Content.

Users shall ensure that such Content is lawful, does not violate public order, morality, the rights of third parties, or any laws or regulations and, more generally, shall not be liable to give rise to any civil or criminal liability on the part of the Company.

Therefore, Users shall not publish any content, including but not limited to:

- Contents that is pornographic, obscene, indecent, offensive or unsuitable for a family audience, defamatory, abusive, violent, racist, xenophobic or

revisionist,

- Infringing content,
- Content that is damaging to the image of a third party,
- Contents that is discriminatory, invasive of another's privacy or defamatory,
- Content that is false, misleading or proposes or promotes illegal, fraudulent or misleading activities,
- Content that is harmful to the computer systems of third parties (such as viruses, worms, Trojan horses, etc.),
- And more generally, Content that may infringe the rights of third parties or be prejudicial to third parties, in any manner and in any form whatsoever.

The Company does not conduct any verification in this regard. However, if the Company finds, as a result of a third party's report, that a User is using the Website for illicit purposes, then it may suspend the User Account in question in accordance with the conditions set out in Section "Suspension of the User Account" and delete the illegal content.

1.25.

The Jobber agrees to perform the Job with care and diligence. The Jobber is solely responsible for the proper performance of its Job.

1.26.

No User shall contact a Client seeking a Jobber on the Website other than through the Website. Users agree not to provide their contact information to any other User, in particular through the interface dedicated to Posts. This does not affect the User's right to develop its own clientele outside the platform.

Clients agree to offer a reasonable budget for the Job for which they are looking for a Jobber. Clients shall not offer a derisory or unreasonable budget, particularly with regard to the purpose, nature and/or duration of the Job.

Where appropriate, should a User clearly fail to comply with this obligation, the Company reserves the right to suspend the User Account in question in accordance with the conditions set out in Section "Suspension of the User Account". In certain cases, the User may also be held liable.

1.27.

In the case of direct payment, the Client agrees to pay the Jobber the agreed price for the performance of its Job, at the latest at the end of the Job.

1.28.

Users are responsible for backing up any information accessible in their User Account that they wish to save. Users acknowledge and accept not to hold the Company liable for any loss of this information.

14- Support

1.30. Technical support

In case of technical difficulties when using the Service, the User may contact the Company by e-mail at contact@needhelp.com.

1.31. Administrative and commercial support

For any question concerning the Website, other than technical questions, the User may contact the Company under the conditions defined below:

By phone: +44 20 3318 2087

By e-mail: contact@NeedHelp.com

15- Communication between Users and the Company

Any notification or communication provided for in the TOU shall be deemed to have been validly delivered, unless otherwise specifically provided herein, if it is addressed to either:

- By mail

- To the Company: 5, Villa Victor Hugo 75116 Paris, France;
- To the User: to the mailing address provided by the User to the Company when registering on the Website.

- By e-mail :

- To the Company: contact@NeedHelp.com,
- To the User: to the e-mail address provided by the User to the Company when registering on the Website.

Users are responsible for providing evidence of any notification or communication sent to the Company and for preserving evidence that such notifications or communications have been sent and the date on which they were sent.

The Company shall mainly use e-mail to notify Users of any element concerning their activity on the Website. The Company will ensure the receipt of the email by the recipient User, either by using an email opening tracking technology, or by adding an SMS message informing the User of this email communication, or by having verified the existence of the email address provided by the Client during registration ("email verified" status on its User profile attesting to the proper receipt of functional emails sent by the Company).

16- Maintenance and Service Interruption

The Company reserves the right to interrupt the Service for maintenance purposes. If this is the case, Users will be informed by a notice on the Website.

17- Personal data

1.32. Processing of personal data

For the purposes of this Section, where the terms and expressions mentioned are not defined in these TOU, they shall have the meaning given to them by (i) the General Data Protection Regulation (EU) 2016/679 known as the “GDPR”, (ii) the French Data Protection Act No. 78-17 of January 6, 1978 as amended by Act No. 2018-493 of June 20, 2018 and Order No. 2018-1125 of December 12, 2018, (iii) and British Data Protection Act 2018 (together referred to hereinafter as the “Data Protection Act”).

Users acknowledge that registration and navigation on the Website requires the collection and processing of Users' personal data by the Company, acting as data controller.

Therefore, Users agree that their personal data may be collected, processed, used, transferred and stored by the Company, under the Company's responsibility, under the conditions set out below and in accordance with the provisions of the Data Protection Act.

Users agree that the Company may process their personal data for the purpose of performing the Agreement, to comply with the Company's legal obligations, for the fulfillment of the legitimate interest pursued by the Company, or if Users have given their prior consent, for the following purposes:

- Users' registration on the Website,
- the provision of the Service and all the consequences that could result from it,
- management of the Service payment and payment collection,
- management of the commercial relationship with Users,
- management and optimization of the Website,
- carrying out commercial prospecting activities,
- management of anti-fraud activities,
- the establishment, exercise or defense of legal claims.

Failure to respond or inaccurate content may prevent the creation of the User Account or result in the suspension or deletion of the User Account. These data must therefore be provided to the Company, unless they are indicated as optional.

In addition, in order to achieve the aforementioned purposes, the Company may transmit this data:

- To any person, internal or external to the Company, who would need this information to carry out the operations requested by the Company (in particular maintenance, support, payment collection, etc.),
 - To any official public authorities that may request it,
 - To any person with whom a User has concluded an Agreement.
- Consequently, this data could be transmitted to countries outside the European Union. In such a case, the Company shall guarantee the User that such transfer is carried out in accordance with the Data Protection Act and shall ensure an adequate level of protection (in particular by using standard contractual clauses of the European Commission).

In addition, the Company shall have the right to send to the User, in particular by e-mail:

If the User is already a client:

- information or promotional offers, concerning services similar to those already provided by the Company to the User, provided that the User has not expressed any opposition to receiving this type of information.
- information or promotional offers relating to other services offered by the Company, provided that the User has previously consented to receive this type of information.

If the User is not yet a client:

- Information or promotional offers, provided that the User previously consented to receive this type of information.

1.33. Exercise of rights related to personal data

Under certain conditions, Users benefit from a right of access, right to object, right to data portability, right to erasure, right to restriction of processing and right to rectification of data concerning them, in accordance with articles 48 and following of the law n°78-17 of January 6, 1978 "*Informatique et Libertés*."

Users may also withdraw their consent at any time to the use of their data for direct marketing purposes.

These rights can be exercised by a User by sending a request either by mail to the address 5, villa Victor Hugo 75116 Paris, or by e-mail to

contact@NeedHelp.com.

If the User considers that its rights under the law "*Informatique et Libertés*" have been violated, the User may file a complaint with the CNIL.

Users can learn more about the Company's processing of their personal by consulting the Company's Privacy Policy available at <https://www.needhelp.com>

1.34. Cookies

The Company may use so-called "strictly necessary" cookies to facilitate a User's browsing on the Site and, subject to the User's prior consent, so-called "advertising" cookies in order to provide personalized offers.

The User may consent or decide to refuse the use of certain cookies by the Company. Once the User has consented to cookies, the User may withdraw such consent at any time.

However, the rejection of "strictly necessary" cookies may disrupt navigation on the Website, or even prevent the use of certain features.

Users can learn more about the Company's use of cookies on the Website by consulting the Company's cookie policy available at <https://www.needhelp.com/>.

18- Liability

1.35. Liability of the Company

1.35.1. The Company is not subject to any obligation to achieve results, which Users expressly acknowledge and accept. The Company's liability is exclusively limited to the provision of the Services as described herein, to the exclusion of any other services.

1.35.2. The Company does not review the Content posted online by Users as part of the Services. It does not moderate, select, verify or control the Content of any kind, and acts only as a hosting service provider.

Consequently, the Company shall not be held liable for the Contents posted by third parties, and any claim should be directed first and foremost to the person who posted the Contents in question.

Content that may cause damage to a third party can be reported to the Company in accordance with Article 6 I 5 of Law 2004-575 of 21 June 2004 on confidence in the digital economy, and the Company reserves the right to take the necessary

measures.

1.35.3. The Company acts in its own name and does not enter into any legal transaction in the name and on behalf of Users, who contract directly with each other.

The Company is not a party to any contracts that may be concluded between Users and shall not be liable for any difficulties that may arise during the conclusion or performance of such contracts, nor shall it be a party to any disputes that may arise between Users concerning, in particular, the performance of a Job or any other guarantees, declarations or obligations whatsoever to which Users may be bound.

In particular, the Company will not be responsible for the quality of the Job performed by the Jobber.

1.35.4. The Company does not verify the skills of Jobbers that are not tested in practice. The levels of verification that it may confer on a Profile relate exclusively to the identity and contact details of the Jobbers (email and telephone), and for professionals, VAT number and the Disclosure and Barring Service (DBS).

You must register your business for VAT with HM Revenue and Customs (HMRC) if its VAT taxable turnover is more than £85,000.

For any details on how to proceed, you can access more information on <https://www.gov.uk/vat-registration>

Employers can check your criminal record no matter what role you apply for. This is called a Disclosure and Barring Service (DBS) check.

For certain roles an employer can request a more detailed DBS check, for example if you'll be working with children or in healthcare.

Your employer can still request a basic check if they cannot get a more detailed check for your role.

You can get more information on

<https://www.gov.uk/criminal-record-checks-apply-role> and register for the Update Service [here](#).

The Company may not be held liable for any lack of skills on the part of the Jobber. The verification of identity and / or Status (VAT number, DBS check) does not enable the Company to verify the effective skills of a Jobber. However, the Platform provides its Users with a rating system for Clients and Jobbers. After each job, both parties may rate each other (from 1 to 5 stars) and add a comment on the quality of the services provided or on the compliance of the Job requested by the Client to the Jobber. Users can thus use these ratings to assess the quality of the services previously performed on the Platform by the Jobber, or to assess whether a Client's instructions have been properly followed.

Verification of the identity of Jobbers is carried out as described below: The

Jobber must upload a valid identity document in order for its account to be activated and for its offers to be published on the platform. The VAT number of professional Jobbers can be verified through an API provided by a private company.

1.35.5. The Company is not responsible for the use of the Services by the User, nor for any temporary interruption of the Website, in particular due to maintenance work.

1.35.6. The Company shall not be held liable in the event of any loss of information accessible in the User's personal space or put online by the User. Users must ensure that they save a copy of the information they deem necessary and may not claim any compensation in this respect.

1.35.7. The Company shall regularly carry out tests in order to verify the operation and availability of the Website. In this respect, the Company reserves the right to temporarily interrupt access to the Website for maintenance purposes. Similarly, the Company shall not be held liable in case the Website is temporarily difficult or impossible to access due to circumstances beyond its control, force majeure, or due to disruptions in the telecommunications networks.

1.35.8. The Company cannot be held liable for any indirect damage caused to a User such as loss of profits, loss of earnings, loss of customers, damage to brand image.

In any case, should a Client not be a consumer client within the meaning of the French Consumer Code, the Company's financial liability shall be capped at the amount of the Company's Fee owed to it by the Jobber under the relevant Agreement.

This clause shall apply except insofar as any statute or regulation shall provide to the contrary. Where applicable, the Company's liability is limited to the extent permitted by such applicable law.

In addition, the Company cannot be held liable in the event of non-performance of all or part of its obligations due to an event falling within the scope of fortuitous event or force majeure as defined by French law and case law.

In this regard, the parties expressly agree that are also considered as fortuitous events or force majeure, events such as the failure of energy sources, failure and / or interruption in Internet service, the breakdown and/or sabotage of telecommunications means, hacker attacks, fire, lightning, flooding and other natural disasters, water damage, exceptional bad weather, breakdown, epidemic, riot, war, civil war, insurrection, terrorist attack, explosion, act of vandalism, total or partial strike or lock-out.

1.36. Responsibility of Users

The User is liable for damages of any kind, whether material or immaterial, direct or indirect, caused to the Company or any third party, as a result of the illegal use of the Website, regardless of the cause of such damage.

The User agrees to hold the Company harmless any and all causes of action and claims of any nature whatsoever, in particular as a result of the User's violation of any of the provisions of these terms and conditions.

Users agree to hold the Company harmless from any loss it may suffer and to pay all costs, charges and/or fines that it may incur as a result, including its legal fees.

19. Intellectual Property

All texts, images, photographs, comments, illustrations, trademarks, animated and non- animated images, video sequences, sounds (with the exception of content provided by Users), as well as all computer applications that could be used to operate the Website, and more generally all elements reproduced or used on the Website are protected by applicable intellectual property laws.

In particular, the Company is the owner of the French trademark "NEEDHELP" registered with INPI under number 4492104, the European trademark "NEEDHELP" registered with EUIPO under number 18325752 and the French trademark "Needhelp.com" registered with INPI under number 4492254 and of regularly registered domain names including "NEEDHELP.COM."

These elements are the full and entire property of the Company. Any reproduction, representation, use or adaptation, in any form whatsoever, of all or part of these elements, including computer applications, without the prior written consent of the Company, is strictly forbidden.

In addition, the Company is the owner of all rights to the databases created via the Website - as the producer of the said database - which may in particular contain information transmitted by the User.

The User is therefore prohibited from copying, reproducing, distributing all or part of the Website, in any form whatsoever, without the Company's express prior authorization.

Users shall use the Website in accordance with these Terms and Conditions of Use and applicable law.

Users shall not under any circumstances:

- damage the Website;
- distribute, reproduce, adapt, modify, transform, integrate into another site, make publicly accessible in any way whatsoever, all or part of the contents of the Website, protected by the intellectual property rights owned by the Company;
- upload, publish and/or share inappropriate content on the Services (illegal, offensive to human dignity, of a sexual nature, defamatory, offensive, racist or any other content that may result in the civil or criminal liability of the person who publishes it);
- violate the rights of third parties, in particular the personality rights of third parties and the intellectual or industrial property rights of third parties (e.g., copyright, trademark rights, etc.).

Any unauthorized use of the Website may result in legal proceedings and the payment of damages.

20. Penalties for failure to comply by a User

If the User fails to comply with any of the provisions of the TOU, or more generally, violates any laws and regulations, the Company reserves the right to:

- Suspend all or part of the Services in accordance with Section 23,
- Terminate the User's access to the Services in accordance with Section 24,
- Remove any Content related to the breach or infringement in question, in whole or in part,
- Take all appropriate measures and initiate any legal action,
- If necessary, notify the competent authorities, cooperate with them and provide them with all useful information for the investigation and punishment of illegal or unlawful activities.

In all cases, the Company will provide the User with the grounds for its decision to suspend by e-mail before or at the time the suspension takes effect.

21- Suspension of the User Account

1.37. Conditions of suspension of the User Account

The Company has the right to suspend access to a User's User Account if the User fails to comply with any of its obligations under the TOU. In such a case, the User's User Account will be suspended until the User has remedied the breach in question.

However, in the event that the nature of the breach is such that this contract between the User and the Company cannot be pursued, the Company may terminate the contract unilaterally under the conditions set out in Section 24 "Termination of the contract between the Company and the User."

1.38. Consequences of suspension of the User Account

In case of suspension of the User Account, the User will no longer be able to use the Platform until the breach has been remedied by the User

It is reminded that the suspension of the User Account only suspends the Company's obligations towards the User. Therefore, the User is still required to perform its obligations under the TOU as well as its obligations under any Agreement entered into with another User via the Website.

NeedHelp reserves the right to suspend a User Account if the User fails to comply with any of its obligations under the Agreement, or if NeedHelp has serious reasons to believe that this is necessary to protect the security and integrity of NeedHelp, its Users or third parties, or to prevent fraud or circumvention.

NeedHelp will decide, at its sole discretion, to suspend the User's account temporarily (seven (7) days) or permanently, depending on the seriousness of the breach by the User.

22- Termination of the contract between the Company and the User

1.39. Termination by the User

Users can terminate this agreement with the Company at any time by unsubscribing from the Website and deactivating their User Account. Go to the "modify my profile" section: a checkbox allows Users to select account

deactivation.

1.40. Termination by the Company

If a User fails to comply with its obligations under the TOU, the Company may send the User, by e-mail, a formal notice to remedy the situation. If the User has not complied with its obligations within 15 days from the date of issue of such formal notice, the Company may terminate this Agreement by sending a second e-mail.

In all cases, the Company will provide the User with the grounds for its decision to suspend or terminate by e-mail before or at the time the suspension takes effect.

In case of termination, the notice shall be sent at least thirty days before it takes effect, unless this period cannot be respected because of legal, regulatory or mandatory obligations under domestic law. The same shall apply in the event that the nature of the obligations not complied with would make it impossible to maintain this contract.

1.41. Consequences of termination

Users are informed that the termination of this contract will result in :

- Immediate payment of sums due to the Company,
- The deletion of the User Account following the performance of Agreements concluded with other Users.

It is reminded that the termination of this contract has no impact on the performance of any Agreement concluded by the User with other Users who remain required to perform their obligations in accordance with the conditions they have determined.

23- Applicable law and jurisdiction

With the exception of applying a law related to public order (which only applies in the strict limits of its purpose), is expressly stipulated that English is the language chosen and used by the Parties in their pre contractual and contractual relationships and that the Framework Contract is subject to French law. Any dispute between the Parties regarding the latter shall be submitted to the jurisdiction of the competent French courts.

Parties agree that any dispute arising out of the interpretation or execution of the contract shall first be notified to the other party by registered letter with acknowledgement of receipt prior to any legal proceedings.

Each of the parties may then, after a period of 10 days following the sending of the notice referred to above, which has remained unanswered, commence any appropriate proceedings.

Jurisdiction will then be determined in accordance with the general rules of law, unless the User is classified as a trader.

For traders, any dispute between the parties relating to their commercial relations and in particular to the conclusion, interpretation, execution and termination of this contract shall be subject to the exclusive jurisdiction of the courts of the place of the Company's registered office, even in the event of third party proceedings or in the event of multiple defendants.

MANGOPAY PAYMENT SERVICES

FRAMEWORK CONTRACT

General Conditions of Use for the Payment Services

Version of July, 15th 2020

Entered into between:

The client, a legal or physical person registered in the Business and Companies Registry (or a national business registry or any other equivalent professional organisation) in a Member State of the European Union or in a State that is part of the European Economic Area, or in a third-party country imposing equivalent obligations in terms of the fight against money laundering and the financing of terrorism, acting exclusively on their own behalf for professional purposes (commercial, industrial, artisanal or independent),

hereinafter, referred to as the “Account Holder” or “Professional Account Holder”,

or

The client, a legal or physical person residing in a Member State of the European Union or in a State that is part of the European Economic Area, or in a third-party country imposing equivalent obligations in terms of the fight against money laundering and the financing of terrorism, acting exclusively on their own behalf for non-professional purposes,

hereinafter, referred to as the “Account Holder” or “Consumer Account Holder”, party of the first part,

and,

MANGOPAY SA a société anonyme [joint-stock company] governed by Luxembourg law, with capital of 12,700,000 euros, the registered office of which is located at 2, Avenue Amélie, L-1125 Luxembourg and registered in the Luxembourg Business and Companies Registry under number B173459, authorised to exercise their activity in the European Economic Area, in the capacity of an electronic money institution authorised by the Luxembourg Commission de Surveillance du Secteur Financier [Oversight Commission of the Financial Sector], 283 route d’Arlon L-1150 Luxembourg, www.cssf.lu,

hereinafter, referred to as the “Service Provider”, party of the second part,

hereinafter, referred to separately as a “Party” and together as the “Parties”.

Note

The Account Holder is asked to carefully read this Framework Contract provided to them by the Platform before accepting it. They are asked to download a hard copy of it. By default, communication with the Service Provider is always carried out through the Platform, according to the terms established in the General Conditions of the Site, except when a distinct communication method is established in the Contract.

1. Definitions

For the purposes hereof, the terms hereinbelow are defined as follows:

“**Authentication**”: indicates the procedures defined by the Platform in order to identify the Account Holder or the validity of a Payment Order. These procedures include using the Personalised Security Data and the Identification Data.

“**Strong Authentication**”: indicates the Authentication procedures defined by the Platform and that respond to the requirements of European Directive 2015/2366 of 25 November 2015. This Strong Authentication specifically includes elements that allow for establishing a dynamic link between the Operation, the amount and the Beneficiary.

“**Banks**”: indicate credit institutions in charge of protecting funds collected by the Service Provider on behalf of the Account Holder. These funds are safeguarded in an account opened for this purpose, held by a credit institution designated by the Service Provider.

“**Beneficiary**”: indicates the legal or physical person, creditor of a Payment Operation issued by the Account Holder.

“**Card**”: indicates the debit card, payment card or credit card used to transfer the funds to an Account Holder designated on the Payment Account opened in the Service Provider’s books. This card must be within one of the following networks: Visa, MasterCard, CB.

“**Payment Account**” or “**Account**”: indicates the Payment Account used by the Service Provider in the name of the Account Holder and used to carry out payment operations. The Account may in no way be associated with a deposit account. The currency of the Account is indicated on the Site during registration sign-up.

“**General Conditions of the Site**”: indicates the general conditions of use of the

Site entered into between the users of the Site and the Platform, specifically governing access to the Site.

“Price Conditions”: indicates the financial terms agreed to between the Account Holder and the Platform, including the fees under this Framework Contract.

“Framework Contract”: indicates these General Conditions of Use of the Payment Services, including the Registration Form and the Price Conditions, governing the use of the Payment Services as well as managing the Payment Account by the Service Provider.

“Personalised Security Data”: indicates the personal data provided by the Platform to the Account Holder for the purposes of Authentication. It includes the Identification Data, as well as potentially any other data related to the Authentication procedure or Strong Authentication.

“Identification Data”: indicates the unique identifier and the password of the Account Holder, that allows them to access their Personal Online Area.

“Personal Data”: indicates any information related to the physical person who is the Account Holder, or a physical person related to the legal person who is the Account Holder (specifically a corporate executive, a beneficial owner, or an Authorised Person), under the meaning in European Regulation 2016/679 related to protecting personal data.

“Personal Online Area”: indicates the environment dedicated to the Account Holder, accessible on the Site of the Platform, allowing them to access their Payment Account and use the Payment Services.

“Registration Form”: indicates the form to be filled out by anyone wishing to register for Payment Services, accessible on the Site at registration or made available by the Platform.

“Business Day”: indicates a calendar day with the exception of Saturdays, Sundays, and public holidays in mainland France and Luxembourg and any other day designated as such by the Service Provider.

“Payment Methods”: indicates the payment methods other than the Card, listed on the Site, and the option of which is offered by the Service Provider. The Account Holder activates the Payment Methods of their choice from their Personal Online Area.

“Payment Operation”: indicates a routine or one-time transfer, ordered by the Account Holder or by any representative authorised for this purpose, debited from the Payment Account.

“Payment Order”: indicates the instructions given by the Account Holder to the

Service Provider in compliance with the procedure established in the Framework Contract to carry out a Payment Operation.

“Payment Page”: Indicates the page secured by the banking service of the Service Provider.

“Person in Question”: indicates the physical person who is the Account Holder or any person related to the Account Holder (specifically a corporate executive, a beneficial owner, or an Authorised Person), whose Personal Data is processed in the framework of the performance of this Framework Contract.

“Authorised Person”: indicates any representative designated by the Account Holder in order to access the Payment Account and use the Payment Services on their behalf.

“Platform”: indicates the entity, the contact information of which are indicated in the General Conditions of the Site, who manages the Site. It prepares, facilitates and advises prospects, for the purposes of the Framework Contract through the use of its Site. It accompanies Account Holders during their entire relationship with the Service Provider in the framework of carrying out their Payment Operations. It collects the documents necessary to open an Account. The Platform does not collect funds with the exception of the fees agreed to in the Price Conditions.

“Service Provider”: indicates MANGOPAY SA, issuer of Electronic Money, authorised in Luxembourg by the Commission de Surveillance du Secteur Financier under reference number 3812 and authorised to carry out its activity in all Member States of the European Union. The Service Provider appears on the list of electronic money institutions available at www.cssf.lu/surveillance/ep-eme/listes-officielles.

“Third-Party Payment Service Providers” or **“Third-Party PSP”**: indicates any institution, other than the Service Provider, authorised in a Member States of the European Union or part of the European Economic Area, or in a third-party country imposing equivalent obligations in terms of the fight against money laundering and the financing of terrorism.

“Platform Customer Service”: indicates the customer service whose contact information is indicated on the Site, from which the Account Holder may obtain information regarding the Framework Contract.

“Payment Services”: indicates the payment services defined in Points 3 and 5 of the Annex of the Luxembourg Law of 10 November 2009, relative to payment services.

“Site”: indicates the website used by the Platform whose purpose is to sell goods

or services to Users or to collect funds from them, or to put Account Holders in contact with Users.

“Hard Copy”: indicates any instrument allowing the Account Holder to store information addressed to them personally in order to be able to refer to it later during a time period adapted for the purposes for which the information is provided and allowing them to identically reproduce the information stored. It is generally offered in the form of a PDF file.

“Account Holder”: indicates any legal or physical person acting on their own behalf and in the name of which a Payment Account is opened to use the Payment Services.

“User”: indicates any legal or physical person having transferred funds to an Account Holder through the Site using their Card or any other Payment Method accepted by the Service Provider to transfer funds.

2. Purpose

The Framework Contract has the purpose of defining the conditions in which the Service Provider provides Payment Services to the Account Holder in return for payment as defined in Article 11 herein.

These Payment Services include:

- opening and managing the Payment Account,
- crediting the Payment Account: registering the funds transferred by Card or by any other Payment Methods accepted by the Service Provider; receipt of transfers.
- debiting the Payment Account; carrying out recurring or one-time Transfer Operations, deducting the fees due in compliance herewith, reversal of funds transfer to Cards (or any other Payment Methods).

The Account is not subject to any overdraft, advance, credit or discount. The Service Provider does not offer any currency exchange services.

The Service Provider has authorised the Platform for the purposes hereof with all Account Holders and supports them for their entire relationship with the Service Provider.

3. Registration for the Services

3.1.Registration Methods

The Framework Contract is entered into remotely, according to the terms established by the Platform under the General Conditions of the Site. To enter into the Framework Contract Online, the interested party must have the necessary equipment (materials and software), for which they alone are responsible.

By default, acceptance of the Framework Contract is carried out remotely via the Site and is entered into by electronic signature. The interested party has the possibility of requesting to sign the Contract by hand. For this purpose, they must print this Contract, sign it, and return it by electronic or postal mail to the Platform Customer Service, the contact information of which is indicated in the General Conditions of the Site.

In the event of a handwritten signature, the date of entering into the Framework Contract is the date indicated on it and if there is no date, it will be the date that the Framework Contract is received by the Platform.

Electronic signing of the Framework Contract is carried out via the Site. The date of entering into the Framework Contract corresponds to the date on which the interested party has finalised the e-signing process as indicated on the Site.

The Framework Contract entered into with the Parties electronically has the same legal status as a Framework Contract on paper.

3.2.Contractual Documents

The Framework Contract includes:

- these General Conditions of Use of the Payment Services,
- the Registration Form available on the Site,
- the Price Conditions indicated via the Platform.

These General Conditions of Use of the Payment Services, as well as the Price Conditions, are made available to the Account Holder on the Site and downloadable as a Hard Copy. At any time during the contractual relationship, the Account Holder may, upon request, receive these documents in paper format.

The Service Provider will maintain access to the contractual documents for a term of five (5) years from the end of the contractual relationship. The Service Provider will end this service at the end of the above mentioned five- (5) year period.

The Service Provider may place conditions on entering into this Contract by the Account Holder providing certifications and information in order to validate their status in regard to these agreements.

4. Opening an Account

4.1. Necessary and Prior Conditions for Opening an Account

Any legally capable physical person at least eighteen (18) years of age and any legal person, residing and/ or registered in a Member States of the European Union or in a State that is part of the European Economic Area agreement or in a third-party country imposing equivalent obligations in terms of the fight against money laundering and the financing of terrorism, may send a request to open an Account subject to the physical person being referenced on the Site in the capacity of consumer or in the capacity of professional. A legal person may only be referenced as a professional.

The Account Holder acknowledges from the time of issuing their registration request to the Platform and during the entire term of the Framework Contract:

- that they are at least 18 (eighteen) years of age and legally capable or that they are legally formed with the status of a company;
- that they are acting on their own behalf;
- that all the information provided upon their registration are true,

exact and up-to-date.

4.2. Registration Procedure and Opening an Account

4.2.1. Information and Proof

Any interested party must provide to the Platform the information and documents listed hereinbelow, for the Registration Form, in the event that this information and these documents are not already in possession of the Platform.

The interested party undertakes to provide the information and documents corresponding to their status either as a professional or as a consumer.

For the Account Holder, who is a physical person and consumer:

- o their last name, first name, email address, date and place of birth, nationality and country of residence.
- o a copy of the Account Holder's valid official identity document (e.g., identity card, driver's license, and for citizens of countries outside of the European Union, a passport).

For professional Account Holders:

- for physical persons:
 - o their last name, first name, email address, date of birth, nationality and country of residence.
 - o an original or a copy of the official registration extract dated within three months that indicates registration as a retailer or in the national business registry or any other professional organisation that the Account Holder is a member of.

o a copy of the Account Holder's valid official identity document (e.g., identity card, driver's license, and for citizens of countries outside of the European Union, a passport).

- for legal persons:

- o their business name, business form, capital, address of the registered office, description of the activity, the identity of the business associates and officers, as well as the list of the beneficial owners such as defined by regulation,
- o a Kbis extract or equivalent document dated within three months proving their registration at the Business and Companies Registry of a Member State of the European Union or a State that is part of the European Economic Area agreement or a third-party country imposing equivalent obligations in terms of the fight against money laundering and the financing of terrorism and their bylaws. This document must include the business name, legal form, address of the registered office and the identity of the business associates and officers mentioned in Sections 1° and 2° of Article R.123-54 of the Code of Commerce or their equivalent in foreign law.
- o a copy of the bylaws and potential decisions specifically certified true legal copy from the legal representative;
- o a copy of the identity card or passport of the legal representative and, as the case may be, the beneficial owner(s).
- o The statement from the beneficial owners of the legal person holding more than 25% of rights in the event that the interested party has not declared their beneficial owners in the national registry, or if it is not subject to this obligation.

The Account Holder may also be requested to provide the bank details from an open account in the name of the person mentioned in Sections 1° to 6° bis of Article L.561-2 of the Monetary and Financial Code in a Member State of the European Union or a State that is part of the European Economic Area agreement or a third-party country imposing equivalent obligations in terms of the fight against money laundering and the financing of terrorism

It is expressly established that the Service Provider maintains the possibility of requesting before opening an account and at any time during the term of the Framework Contract, additional documents related to the Account Holder, the beneficial owners, or a specific Payment Operation.

4.2.2. Restriction of the Payment Account

By the Service Provider's free assessment, use of a Payment Account may be restricted without the Service Provider having to justify their decision to the Account Holder in question. The functioning of the Payment Account will specifically be restricted when the Account Holder has not provided all of the information and documents required by the Service Provider, such as listed

hereinabove. These restrictions are indicated to the Account Holder of the Platform.

4.2.3. Finalisation of Registration

After entering into the Framework Contract, the Account Holder must provide all of the information and proof that are requested by the Platform. By giving their consent to the terms of the Framework Contract, the Account Holder accepts that the Platform will transfer to the Service Provider their request for registration as an Account Holder and all the proof documents received by it.

The Service Provider alone has the power to accept the registration of an interested party as an Account Holder for a Payment Account in their name. This acceptance will be indicated to the Account Holder by the Platform by any means under the terms established on the Site.

The Service Provider, without motivation, or right to an indemnity in favour of the Account Holder, may refuse a request to open an Account. This refusal will be indicated to the Account Holder by the Platform by any means under the terms established on the Site.

5. Functioning of the Payment Account

The amounts credited to the Payment Account result from the funds transferred by Card (or by any other Payment Method accepted by the Service Provider), or the receipt of a transfer. The amounts debited from the Payment Account result: from executing a Payment Order to an account opened in the books of a Third-Party Payment Service Provider, of the Service Provider withdrawing fees due by the Account Holder under the Framework Contract or, a reversal of an operation by Card (or by any other Payment Method).

5.1. Acceptance of Payment Orders by Card for the Payment Account

Transactions for the Payment Account may be carried out by Card (or any other method accepted by the Service Provider), once or on several occasions. When such an operation is requested, the User will be identified on the Site by indicating their username (valid email address) and their password or via their Facebook account. The funds transfer request will be indicated on the Payment Page dedicated for this purpose. For all payments, the User may be requested to use a one-time code sent to their mobile telephone to the institution that issued the Card. If this is the case, it is the Service Provider's right to refuse any payment following their free assessment without this decision giving rise to any indemnification. The funds transfer operation is carried out by the institution that issued the Card. Any dispute for such a transfer must be indicated to this institution. The Service Provider is not authorised to cancel such a transfer.

The Account Holder is informed that the Service Provider accepting a Payment Order by Card does not guarantee the receipt of these funds by the Account Holder in their Account. The funds arriving in the Payment Account of the Account Holder is based on the effective receipt by the Service Provider of the funds collected less the fees agreed to under the Price Conditions.

If the funds are not received for technical reasons, the Service Provider will make their best efforts to settle the operation. If the funds are not received for any other reason, the Service Provider will immediately inform the Account Holder of their inability to credit their Account in the expected amount, and to contact the User.

In the event that the transfer of funds to the Account of the Account Holder is cancelled by the institution issuing the Card following the User disputing it, the Account Holder accepts that the Service Provider may reverse any funds transfer operation by Card by debiting the Payment Account of the corresponding amount. The Account Holder recognises that such dispute may be brought to the attention of the institution issuing the Card up until a maximum time frame of thirteen (13) months following the date that the account was debited related to said Card. In the absence of sufficient provisions in the Account to carry out such a reversal, the Service Provider may suspend or cancel any Payment Operation initiated by the Account Holder or a representative, or as the case may be, subrogate the rights of the Account Holder by carrying out recovery procedures for the amount due by the User by any means.

5.2.Receipt of Transfer to the Payment Account

The Account Holder authorises the Service Provider to receive in their Payment Account SEPA transfer operations in euros from a bank account or payment account open in the books of a Third-Party PSP.

The funds are credited to the Payment Account by the Service Provider as quickly as possible following their effective receipt by the Service Provider.

After the funds are credited to the Account Holder's Payment Account, the Service Provider will make available a summary of the transfer operation received, including the following information: the reference number of the payment operation, a reference number allowing identification of the payer, the amount of the operation, the date of the credit value.

5.3.Execution of a Wire Transfer Operation Debited from the Payment Account

The Account Holder may transfer orders for SEPA or international wire transfers to a Beneficiary's account held by a Third-Party PSP.

When the Account Holder wishes to carry out a Transfer Operation, they will indicate their identification in their Personal Online Area by indicating their Identification Data and, if need be, by following a Strong Authentication procedure if indicated to them. They will indicate on the Payment Page: the amount of the Payment Operation, the currency, the Payment Account to be debited, the date the Order is to be placed and any other required information. In the absence of a date indicated, the Transfer Order will be deemed to be placed immediately. The Account Holder must also follow the Authentication Procedure (or follow the Strong Authentication Procedure) indicated by the Service

Provider.

The Account Holder may at any time issue a request to execute a Transfer Order to a Beneficiary designated by them that has a bank account or payment account from a Third-Party Payment Service Provider. The Account Holder must include the subject associated with each transfer by respecting the Authentication Procedure (or Strong Authentication Procedure, if it be the case) indicated by the Service Provider

The Account Holder irrevocably consents to the Payment Order by clicking on the “validation” button (“Date of Receipt”). The receipt of the Payment Order is confirmed in the Account Holder’s Personal Online Area. No Order may be withdrawn by the Account Holder after the date upon which it is deemed to irrevocably have been received, which is from the Date of Receipt.

Before issuing a Transfer Order, the Account Holder (or the Platform acting on their behalf) must ensure that they have a sufficient amount of credit available in their Account to cover the amount of the Payment Operation and the related fees as established in the Price Conditions. If necessary, they must credit their Account before the Order is validly transferred to the Service Provider to carry it out.

It is expressly agreed that the Payment Orders are executed at the latest at the end of the Business Day following the Date of Receipt of the Order by the Service Provider (and on the agreed-to execution date for standing or timely transfers). Any Payment Order received after 4:00 p.m. by the Service Provider will be deemed to have been received the following Business Day. If the Date of Receipt is not a Business Day, the Payment Order will be deemed to have been received the following Business Day.

For each Transfer Operation, the Account Holder may request from the Service Provider to be provided with a Hard Copy of the information related to the maximum execution time frame of this specific operation, the fees that they owe and, if it be the case, the details regarding these fees.

The Service Provider may be required to refuse to execute a Transfer Order that is incomplete or erroneous. The Account Holder must reissue the Order so that it is in proper conformity. Furthermore, the Service Provider may block a Transfer Order in the event of serious doubt regarding fraudulent use of the Account, unauthorised use of the Account, breach of security of the Account, in the event of a freeze issued by an administrative authority or for any other reason.

In the event a Transfer Order is refused or blocked, the Service Provider will inform the Account Holder thereof by any means. If possible, the Service Provider will indicate to the Account Holder the reasons for this refusal or blockage, unless it is prohibited from doing so due to a pertinent provision of national law or European Union law.

5.4.Reimbursement

The Account Holder may at any time transfer instructions to cancel a transfer of funds in order to reimburse a User. The Account Holder will access the Site indicating their identifier and password. They will indicate, in their Personal Online Area, the amount of the reimbursement, the currency, the User to be reimbursed and any other required information.

The reimbursement operation is carried out by the Service Provider by crediting the Card used by the User or by transfer using the original payment methods, within the limit of the available balance in the Account and the rules for each network and SEPA rules within five (5) Business Days following the Service Provider's receipt of the request for reimbursement.

5.5.Specific Provisions for Services Initiating Payment and Information on Accounts Provided by Third-Party PSP

When a Wire Transfer Order is consented to by a Third-Party PSP offering the services of initiating payment, this consent is agreed to between the Account Holder and said Third-Party PSP under the conditions agreed to between them. The Service Provider is not involved under these conditions and may in no way be held responsible in the event of a dispute related to providing this service by the Third-Party PSP following said conditions.

The Account Holder may not revoke a payment order after giving their consent that the Third-Party PSP providing the service of initiating payment initiates the Payment Operation.

If an unauthorised, unexecuted or improperly executed Payment Operation is initiated by the Third-Party PSP providing the service of initiating payment, the Service Provider, at the latest at the end of the following Business Day, shall immediately reimburse the Account Holder in the amount of the unauthorised, unexecuted or improperly executed operation and, if it be the case, refund the Account debited so that it is in the state that it would be in if the unauthorised or improperly executed Payment Operation had not taken place. The date on which the Account Holder's Payment Account is credited shall not be dated later than the date upon which it was debited.

6. Reporting

The Account Holder, in their Personal Online Area, has a statement of the Payment Operations carried out on the Payment Account available to them. They are asked to attentively acknowledge the list of these operations. Operations statements may also, upon express request, be made available to the professional Account Holder for other time frames.

It is specified that for each Transfer Operation carried out by the Service Provider, the Account Holder has the following information available to them: the reference number of the Operation, the identification of the Beneficiary, the

amount of the Operation, the date the Order is received, and if it be the case, the fees related to executing this Operation.

7. Access to the Payment Account and Confidentiality of Personalised Security Data

The Payment Account is accessible online in the Personal Online Area, by using the Identification Data and in compliance with the requested Authentication Procedure (or Strong Authentication Procedure, depending on the case).

The Account Holder must indicate the Identification Data of each Authorised Person. Each Authorised Person accepts to not use the name or Identification Data of another person. The Account Holder alone is responsible for the use of their identifier.

Each Authorised Person is fully responsible for maintaining the confidentiality of their Identification Data, as well as any other Personalised Security Data potentially provided to the Service Provider or the Platform. The Account Holder must take all reasonable measures to maintain the confidentiality and security of their Personalised Security Data. They also undertake to educate the Authorised Persons regarding the confidentiality and security of their own Personalised Security Data.

The Account Holder (and each Authorised Person) accepts to not communicate their Personalised Security Data to third parties. By way of exception, the Account Holder may communicate to authorised Third Party PSP in a Member State of the European Union or in a State that is part of the European Economic Area agreement for information services regarding the accounts and initiation of Payment Operation (such as defined in Article 4 of European Directive 2015/2366, called "PSD2"). The Account Holder must ensure that this Third-Party PSP is authorised for the above-mentioned services and that it accesses the Personalised Security Data in a secured environment.

8. Objection Regarding Personalised Security Data

The Account Holder must inform the Platform of the loss or theft of their Personalised Security Data, of any misuse or unauthorised use of their Personal Online Area or data relating to them as soon as they become aware of this and request that it be blocked. This declaration must be carried out:

- by making a telephone call to the Platform Customer Service at the number indicated in the General Conditions of the Site; or
- directly by electronic message through the contact form accessible on the Site.

The Service Provider, through the Platform, shall immediately execute the request for objection. The event will be recorded and date/time stamped. An objection number with date/time stamp will be provided to the Account Holder. Written confirmation of this objection will be sent by the Platform to the Account Holder in question by electronic message. The Service Provider will take

administrative responsibility of the file and keep all proof relating to it for 18 (eighteen) months. Upon written request of the Account Holder and before this time frame expires, the Service Provider will provide a copy of this objection.

Any request for objection must be confirmed immediately by the Account Holder in question, by a letter signed by the latter, provided or sent by registered mail, or email, to the Service Provider at the postal address indicated hereinabove or at the address indicated in the General Conditions of the Site.

The Service Provider will not be held responsible for the consequences of an objection sent by fax or email that does not come from the Account Holder.

A request for objection is deemed to be made on the date and time of the effective receipt of the request by the Platform. In the event Personalised Security Data is stolen or there is fraudulent use of the Personal Online Area, the Service Provider is authorised to request from the Platform, a statement or copy of the complaint of the Account Holder and undertakes to respond to it as quickly as possible.

9. Blocking a Payment Account and Refusing Access to a Payment Account

The Service Provider reserves the right to block the Payment Account for objectively motivated reasons regarding the security of the Payment Account, the presumption of unauthorised or fraudulent use the Payment Account or a significantly increased risk that the Account Holder is incapable of fulfilling their obligation to pay the fees due under this Framework Contract.

The Account Holder is informed that the Service Provider may refuse access to the Payment Account by Third-Party PSP providing the service of initiating payment or information on the accounts, for objectively motivated or documented reasons related to unauthorised or fraudulent access to the Payment Account by this Service Provider, including initiating an unauthorised or fraudulent payment operation.

In this event, the Account Holder will be informed in their Personal Online Area of the block or refusal of access to the Payment Account and the reasons for this block or refusal. This information will be provided to them, if possible, before the Payment Account is blocked or access is refused and at the latest immediately after the block or refusal, unless providing this information is not communicable for reasons of objectively motivated security or is prohibited under another provision of pertinent European Union or national law.

The Service Provider will unblock the Account or re-establish access to it when the reasons for the block or refusal of access no longer exist. The Account Holder may request at any time that the Account be unblocked by indicating this to the Platform Customer Service, the contact information of which is included in the General Conditions of the Site. The Account Holder may be requested to create new Identification Data.

10. Contesting an Operation

10.1. Provisions Common to All Account Holders

For any claim relating to Payment Operations carried out by the Service Provider in the framework hereof, the Account Holder is asked to address the Platform Customer Service at the address indicated for this purpose in the General Conditions of the Site.

If an Order is executed by the Service Provider with errors attributed to this latter, this should be contested as soon as possible to the Service Provider, the Order will then be cancelled and the Account returned to the situation that it was in before receiving the Payment Order. Following that, the Order will be correctly reissued.

The fees indicated in the Price Conditions may be due in the event an Operation is unjustifiably contested.

10.2. Provisions Applicable to Professional Account Holders

Professional Account Holders wishing to contest a Transfer Operation unauthorised by them or improperly executed must contact the Platform Customer Service by telephone as soon as possible after they become aware of the anomaly and at the latest within eight (8) weeks following the transaction of the operation, it being their responsibility to contest it to the Service Provider as soon as possible. Unless there are good reasons to suspect the Account Holder of fraud, the Service Provider will reimburse the Account Holder in the amount of the Operation immediately following receiving the request to contest it, and in any case at the latest at the end of the next Business Day. The Service Provider will return the Account to the state it was in before the unauthorised Payment Operation took place

In the event of the loss or theft of Personalised Security Data, unauthorised Operations carried out before they are contested are the Account Holder's responsibility. Operations carried out after they are contested are borne by the Service Provider unless in the event of fraud by the Account Holder.

10.3. Provisions Applicable to Consumer Account Holders

Consumer Account Holders wishing to contest a Transfer Operation unauthorised by them or improperly executed must contact the Platform Customer Service by telephone as soon as possible after they become aware of the anomaly and at the latest within thirteen (13) months following the date it is debited, it being their responsibility to contest it to the Service Provider as soon as possible. Unless there are good reasons to suspect the Account Holder of fraud, the Service Provider will reimburse the Account Holder in the amount of the Operation immediately following receiving the request to contest it, and in

any case at the latest at the end of the next Business Day. The Service Provider will return the Account to the state it was in before the unauthorised Payment Operation took place

In the event it is contested, responsibility for proof that the Operation was identified, duly recorded and accounted for, and that it was not affected by technical or other deficiencies is the responsibility of the Service Provider.

In the event of an unauthorised Payment Operation following the loss or theft of Personalised Security Data, the Account Holder is responsible for the losses related to the use of Personalised Security Data before it is contested, up to a threshold of fifty (50) euros. Operations carried out after they are contested are borne by the Service Provider unless in the event of fraud by the Account Holder. However, the Account Holder is not held responsible in the event:

- Of an unauthorised Payment Operation carried out without using Personalised Security Data;
- Of the loss or theft of Personalised Security Data that could not be detected by the Account Holder before the payment was made;
- Of losses due to actions or failures of an employee, agent or subsidiary of a PSP or an entity to which these activities were externalised.

The Account Holder is also not held responsible:

- if the unauthorised Payment Operation is carried out by diverting the Personalised Security Data, without the Account Holder's knowledge;
- in the event of counterfeiting the Personalised Security Data, if, at the time of the unauthorised Payment Operation, the Account Holder is in possession of this Data.

The Account Holder will bear all the losses arising from unauthorised Operations if these losses result from fraudulent activity by them or if they intentionally seriously neglected the obligations to keep their Personalised Security Data secured and to contest operations in the event of loss, theft or diversion of their Data.

Barring fraudulent activities on behalf of the Account Holder, the latter will not bear any financial consequences if the unauthorised Operation was carried out without the Service Provider requiring Strong Authentication of the Account Holder, in the event that regulations require it.

11. Financial Conditions

The services offered herein are invoiced by the Platform on behalf of the Service Provider in compliance with the Price Conditions.

Any commissions due by the Account Holder are automatically deducted from the Payment Account by the Service Provider. The Account Holder authorises the Service Provider to compensate at any time, even after the Account is closed, any irrefutable credit, liquid and collectible that remains owed, of any nature whatsoever. Funds in the Payment Account may be compensated for any amount due, collectible and unpaid of the Account Holder to the Service Provider.

In the event of late payment of the amounts due and collectible of the Account Holder to the Service Provider, the Account Holder will owe late-payment interests for the period from the date they are due until payment is complete. The applicable interest rate will be calculated on the basis of two times the annual legal interest rate published twice yearly for businesses. The amount of late-payment interest will be equal to the product of the amount unpaid multiplied by the above-mentioned legal interest rate and the number of days late over 365.

12. Term and Termination

The Framework Contract is entered into for an indeterminate period. It enters into force from the time it is accepted by the Account Holder.

The latter may at any time and by respecting an advance notice of thirty (30) calendar days, terminate the Framework Contract. The Service Provider may at any time terminate the Framework Contract, by respecting an advance notice of two (2) months provided in Hard Copy format. In this case, the fees irrefutably owed for the Payment Services are due by the Account Holder on a pro rata basis for the period elapsed at the termination date.

Beyond six (6) months, the Framework Contract may be terminated without costs. In other cases, termination costs may apply, in compliance with the Price Conditions.

For these purposes, each Party must notify the termination hereof to the other Party, by registered letter with acknowledgment of receipt, to the postal and email address indicated in the General Conditions of the Site.

Consequently, the entire Framework Contract is terminated any Payment Account is closed. The credit in the Account will be transferred in a time frame of thirteen (13) months to the Account Holder's Bank Account after deducting the fees due and payable to the Service Provider. If the credit in the Payment Account surpasses the threshold indicated in the Price Conditions, the amount

surpassing the threshold will be transferred within thirty (30) days following the date the termination takes effect to the Account Holder's bank account after deducting the fees due and payable to the Service Provider. The Service Provider is discharged of any obligation upon confirming to the Account Holder the transfer to the bank account indicated.

In the event of serious breach, fraud, or lack of payment on the part of the Account Holder, the Service Provider reserves the right to suspend or terminate this Contract by sending an email along with a registered letter with acknowledgment of receipt without providing reasons or advance notice.

It is established that the Framework Contract will be automatically terminated in the event of new circumstances that affect the ability of a Party to carry out the obligations of the Contract.

13. Modification of the Contract

The Service Provider reserves the right, at any time, to modify the Framework Contract. Any draft modification of the Framework Contract is provided to the Account Holder via the Platform

Any Account Holder may refuse the proposed modifications and must notify their refusal to the Platform Customer Service by registered letter with acknowledgment of receipt two (2) months before the proposed modifications enter into force (post office stamp being proof thereof) to the address indicated in the General Conditions of the Site.

Lacking notification of refusal before the indicated date that they enter into force, the Account Holder will be deemed to have accepted the proposed modifications. The relationship between the Parties after the date of entry into force will then be governed by the new version of the Framework Contract.

In the event the Account Holder refuses, this refusal will give rise, without fees, to the termination of the Framework Contract, as well as the transfer of the balance of the Payment Account in a time frame of thirteen (13) months following the date the termination takes effect in order to cover anything contested in the future.

Any legislative or regulatory provisions that make modifications necessary to any part of the Framework Contract will be applicable from the date they enter into force, without advance notice. However, the Account Holder will be informed thereof.

14. Security

The Service Provider undertakes to ensure that the services are provided with respect to the applicable laws and regulations and best practices. Specifically,

the Service Provider shall do what is necessary to ensure the security and confidentiality of the Account Holder's data, in compliance with the regulation in force.

The Service Provider reserves the right to temporarily suspend access to the online Account for technical, security or maintenance reasons without these operations invoking any right to an indemnity of any kind. It undertakes to limit these types of interruptions to those that are strictly necessary.

However, the Service Provider shall not be held responsible to the Account Holder for potential errors, omissions, interruptions or delays of operations carried out via the Site that result from unauthorised access by the latter. The Service Provider shall not be held responsible for the theft, destruction or unauthorised disclosure of data that results from unauthorised access to the Site. Furthermore, the Service Provider remains outside of the scope of the legal relationship between the Account Holder and a User or between the Account Holder and the Site. The Service Provider will not be held responsible for defaults, breaches or negligence between a User and an Account Holder, or the Site and an Account Holder.

If the unique identifier or any other information necessary to carry out a Payment Operation provided by the Account Holder is inexact, the Service Provider cannot be held responsible for the improper execution of said Service.

The Platform alone is responsible for the security and confidentiality of the data exchanged in the framework of using the Site in compliance with the General Conditions of the Site, the Service Provider being responsible for the security and confidentiality of the data that it exchanges with the Account Holder in the framework hereof for creating and managing their Account, as well as Payment Operations related to the Account.

15. Limits to the Service Provider's Liability

The Service Provider is in no way involved in the legal and commercial relationships and potential disputes arising between the Account Holder and the User or between the Account Holder and the Platform or between the Account Holder and a Beneficiary. The Service Provider exercises no oversight over the conformity, security, legality, characteristics and the appropriate character of the products and services subject to a Payment Operation.

Every operation carried out by the Account Holder gives rise to a contract created directly between themselves and a User who is a stranger to the Service Provider. Consequently, the latter cannot be held responsible for the non-performance or improper performance of the obligations arising from it, or any potential damages caused to the Account Holder.

Notwithstanding any contrary provision in this Contract, the Service Provider's liability in terms of an Account Holder is limited to reparations for direct damages

as established by regulation.

16. The Account Holder's Commitments

The Account Holder acknowledges that elements in their Personal Online Area do not infringe on the rights of a third party and are not contrary to the law, public order, or proper ethics. They undertake:

- (i) To not perform the Framework Contract in an illegal manner or under conditions that may damage, deactivate, overload or alter the site;
- (ii) To not usurp the identity of another person or entity, falsify or divulge their identity, their age or create a false identity;
- (iii) To not divulge data or personal information related to a third party, such as postal addresses, telephone numbers, email addresses, bank card numbers, etc. In the event of a breach of these obligations, the Service Provider may take all appropriate measures in order to bring an end to these actions. It also has the right to suspend, erase and/or block the Account Holder's access to their Account.
- (iv) Without prejudice to legal actions undertaken by third parties, the Service Provider has the right to personally bring any legal action that seeks to repair the damages that it has personally been subject to due to the Account Holder's breach of their obligations under this Contract.

If the Account Holder is aware of a breach of the above-mentioned obligations, they are asked to inform the Service Provider of these actions by contacting it at the address: legal@mangopay.com.

17. Withdrawal Right

17.1. Provisions Common to All Account Holders

The Account Holder having been initiated under the meaning of Articles L.341-1 et seq. of the Monetary and Financial Code has a time frame of 14 (fourteen) calendar days to exercise their right of withdrawal, as the case may be subject to responding to the conditions of Article D341-1 of this Code, without having to justify the reason or bear the penalty. This time frame for withdrawal begins from the day of their registration as an Account Holder.

17.2. Provisions Applicable to Consumer Account Holders

Under Article L222-7 of the Consumer Code, the consumer Account Holder has a right of withdrawal that may be exercised in a time frame of 14 (fourteen) days without having to justify the reason or bear the penalty. This withdrawal time frame begins either from the day of entering into the Framework Contract, or from the receipt of the contractual conditions and information, if this date is after that of the date the Framework Contract is entered into. The Framework Contract may only be put into effect before the withdrawal deadline has expired upon the approval of the consumer Account Holder. The consumer Account Holder recognises that the use of Payment Services after entering into the

Framework Contract constitutes an express request on its part to begin performing the Framework Contract before the above mentioned deadline has expired. Exercising the right of withdrawal involves the Framework Contract coming to an end, and in the event performance thereof has begun, takes the form of termination and does not bring into question the services previously provided. In this event, the consumer Account Holder will only be responsible for a payment proportional to the Services effectively provided.

17.3.Exercising the Withdrawal Right

The Account Holder must notify the Platform Customer Service of their withdrawal request within the indicated time frame by telephone or by email and by sending confirmation to the address of the Platform Customer Service. For this purpose, it may use the withdrawal slip made available to them by the Platform.

18. Rules Regarding the Fight Against Money Laundering and the Financing of Terrorism

The Service Provider is subject to all of the Luxembourg regulations regarding the fight against money laundering and the financing of terrorism.

Pursuant to the provisions of Luxembourg law, relating to financial organisations participating in the fight against money laundering and the financing of terrorist activities, the Service Provider must obtain information from all Account Holders regarding any operation or original business relationship, the subject and the destination of the operation or the opening of the Account. Furthermore, it must carry out all due diligence for identifying the Account Holder and, if it be the case, the beneficial owner of the Account and/or the Payment Operations related to them.

The Account Holder recognises that the Service Provider may bring an end or postpone at any time the use of Personalised Security Data, access to an Account or the execution of an Operation in the absence of sufficient elements regarding their purpose or nature. They are informed that an operation carried out in the framework hereof may be subject to exercising the right of communication to the national financial intelligence unit.

The Account Holder, pursuant to regulations, may access all information thus communicated subject to this right of access not jeopardising the purpose regarding the fight against money laundering and the financing of terrorism if this data relates to the individual making the request.

No proceedings or civil liability action may be brought and no professional sanctions issued against the Service Provider, their officers or agents if they have made declarations regarding suspicions in good faith to their national authority.

19. Protection of Personal Data

The Service Provider collects and processes all Personal Data in compliance with the regulations in force applicable to the protection of this Data.

The Personal Data required during registration is necessary in the framework of the services provided in compliance herewith. If the obligatory Personal Data is not provided, the interested party may be refused access to the services.

The Person in Question is informed that the Personal Data is specifically collected for the following purposes: providing the services such as described herein; the fight against money laundering and the financing of terrorism; managing requests for information and claims; carrying out statistics. This data processing is specifically necessary for the performance of the Framework Contract as well as respecting the legal obligations that the data processor is subject to. The Service Provider and the Platform act as joint processors of this data.

The Personal Data shall not be transferred to any third party without the express consent of the Persons in question. However, the Person in Question is informed that the Personal Data is transferred to the Service Provider's subcontractors for the above-stated purposes. Said subcontractors only act on instructions from the Service Provider and exclusively on behalf of the latter.

The Person in Question may access the list of subcontractors by sending their request to the Platform Customer Service. They are informed that the Service Provider ensures that their subcontractors take all necessary measures in order to maintain the security and confidentiality of the Personal Data. In the event the Data is violated (loss, breach, destruction, etc.) involving increased risk to the Person in Question, the latter will be informed thereof.

The Service Provider reserves the right to disclose Personal Data at the request of a legal authority to be in compliance with any law or regulation in force, to protect or defend the rights of the Account Holder or the Person in Question, if circumstances require it or to protect the security of the Service Provider, the Services or the public.

Personal Data processed by the Service Provider in the framework of the services provided in compliance herewith is kept for the period of time that is strictly necessary to attain the purposes mentioned hereinabove. Barring legal and regulatory provisions to the contrary, the Data will not be kept beyond the effective date of termination of the Contract. It is specifically indicated that the Personal Data relating to identification is kept for a term of five years from the

end of the contractual relationship, subject to applicable regulation in terms of the fight against money laundering and the financing of terrorism.

The Persons in Question have the following rights pertaining to their Data, according to the conditions established by regulations: the right of access, right of rectification, the right of objection, the right of erasure, the right to restrict its processing and the right of portability. The Person in Question may at any time exercise these rights by addressing the Platform Customer Service. The request must indicate their last name, first name, identifier, and include a photocopy of an identity document bearing their signature.

A response will be sent to the Person in Question in a time frame of one (1) month following receipt of the request. This deadline may be extended to two (2) months, given the complexity and the number of requests. In this case, the Person in Question will be informed of this extension and the reasons for postponement within a deadline of one (1) month from the receipt of the request.

The Person in Question will be informed if they have the right to file a claim with the competent authority for any request related to their Personal Data.

If the Person in Question provides the request in electronic format, the response will be provided in electronic format, unless they expressly request otherwise.

When the Personal Data relate to a Person in Question who is not a party to the Framework Contract has been transferred by the Account Holder, the latter will be responsible for communicating to the Person in Question the information of this Article.

Additional Information on the processing of Personal Data carried out in the framework hereof, the time frame that it is kept and the rights of the Person in Question are available in the Service Provider's confidentiality policy (accessible at the site www.mangopay.com).

20. Professional Secrecy

The Service Provider is bound by professional secrecy. However, the secrecy may be lifted, in compliance with the legislation in force, based on a legal, regulatory and prudential obligation, specifically at the request of supervisory authorities, the tax or customs administration, as well as those of a criminal judge or in the event of a legal request indicated to the Service Provider. Notwithstanding the foregoing, the User has the right to release the Service Provider from professional secrecy by expressly indicating the authorities receiving the confidential information that relates to the User. It is specified that professional secrecy may be lifted by regulation benefiting companies providing the Service Provider important operational tasks within the framework hereof.

21. Intellectual Property

The Service Provider retains all intellectual property rights that pertain to them for the Services offered to the Account Holder. None of these intellectual

property rights will be transferred to the Account Holder under this Contract.

22. Death of the Account Holder and Inactive Accounts

22.1. Death of the Account Holder

The death of the Account Holder will bring an end to the Framework Contract, once this is made aware to the Service Provider. Operations occurring from the time of death, except with the agreement of the individual who has rights or the attorney in charge of the estate, will be considered not having been authorised.

The Payment Account will remain open for the time necessary to settle the estate and the Service Provider will ensure the transfer of the balance upon the agreement of the individual who has rights or the attorney in charge of the estate.

22.2. Inactive Accounts

Any inactive Account may be the subject to an inactivity notification by email on behalf of the Service Provider followed by a follow-up notification one month later. An Account Holder's Payment Account is considered inactive if, at the end of a period of twelve (12) months, there have been no operations (with the exception of management fees being taken out) at the initiative of the Account Holder (or any representative) and that has not been specifically indicated to the Service Provider in any form whatsoever.

In the absence of a response or use of the balance of the credit of the Account in this time frame, the Service Provider may close the Account and maintain it for the sole purposes of carrying out a transfer of the amount due on the account as indicated by the Account Holder. In the event of death, the balance may only be transferred to the individual holding the Account Holder's rights.

The Account may no longer carry out Payment Operations.

23. Force Majeure

The Parties shall not be held responsible, or considered as being in breach hereof, in the event of a delay or non-performance, when the cause of which is related to an event of force majeure as defined by Article 1218 of the Civil Code.

24. Independence of the Contractual Stipulations

If one of the stipulations hereof is nullified or not applicable, it shall be deemed not having been written and it shall not lead to nullification of the other stipulations.

If one or more stipulations hereof becomes invalid or is declared as such pursuant to a law, regulation or following a definitive decision handed down by a competent jurisdiction, the other stipulations retain their force of obligation and their scope. The stipulations declared null and void will then be replaced by

stipulations that are as close as possible to the meaning and the scope of the stipulations initially agreed to.

25. Protection of Funds

The Account Holder's funds shall be deposited, at the end of the Business Day following the day that they were received by the Service Provider, in a holding account open on the books of a Bank under the conditions required by regulations.

Under the terms of Article 24-10 (5) of the Law of 20 May 2011, published in Mémorial A n° 104 of 24 May 2011 of the Grand Duchy of Luxembourg and Article 14 of the Law of 10 November 2009 published in Mémorial A n° 215 of 11 November 2009 of the Grand Duchy of Luxembourg, transposing the Directive 2009/110/EC of the European Parliament and the Council of 16 September 2009, concerning access to the activity of electronic money institutions, the funds collected are protected and are not included in the pool of assets of the electronic money institution in the event of liquidation, bankruptcy or any other competitive situation that may arise for this latter.

26. Lack of Transferability

The Framework Contract may not be subject to a total or partial transfer by the Account Holder in return for payment or free of charge. Thus, they are prohibited from transferring to any third party whatsoever the rights or obligations that it holds hereunder. In the event of breach of this prohibition, in addition to the immediate termination hereof, the Account Holder may be held responsible by the Service Provider.

27. Agreement in Relation to Proof

All data will be included in unalterable, true and secured form on the technology database of the Service Provider specifically relative to Payment Orders and notifications sent, so as to constitute proof between the Parties unless there is proof to the contrary.

28. Territorial Scope of Application

The provisions of Articles L133-1 et seq. and L314-1 et seq. of the Monetary and Financial Code apply when the Service Provider and the provider of payment services of the payer or a beneficiary of a payment operation debiting or crediting an Account are both located in the territory of mainland France, Guadelupe, Guiana, Martinique, La Réunion, Mayotte, Saint-Martin or Saint-Barthélemy or another Member State of the European Union or in a State that is part of the European Economic Area agreement, and the operation of which is carried out in euros or in the currency of a Member States of the European Union that is not part of the SEPA Area or another state that is part of the European Economic Area agreement.

The provisions of Articles L133-1 et seq. and L314-1 et seq. of the Monetary and

Financial Code apply (with the exception of those in Articles L. 133-11 to L. 133-13; L133-14, II and with the exception of the time frames mentioned in Article L314-13, VI) when the Service Provider and the provider of payment services of the payer or a beneficiary of a payment operation debiting or crediting an Account, one of which is located in the territory of mainland France, Guadelupe, Guiana, Martinique, La Réunion, Mayotte, or Saint-Martin, and the other in the territory of mainland France, Guadelupe, Guiana, Martinique, La Réunion, Mayotte, or Saint-Martin or another Member State of the European Union or in a State that is part of the European Economic Area agreement, and the operation of which is carried out in the currency of a State that is not part of the SEPA Area or another state that is part of the European Economic Area agreement, for the parties to the payment operation that is carried out in the European Union.

The provisions of Articles L133-1 et seq. and L314-1 et seq. of the Monetary and Financial Code apply (with the exception of those in Articles L. 133-11, L133-13,I; L133-22; L133-25 to L133-25-2; L133-27, and with the exception of the time frames mentioned in Article L314-13, VI) when only the Service Provider or only the provider of payment services of the beneficiary or that of the payer is located in the territory of mainland France, Guadelupe, Guiana, Martinique, La Réunion, Mayotte, or Saint-Martin, no matter the currency in which the payment operation is carried out, for the parties to the payment operation that is carried out in the European Union.

29. Claims and Mediation

The Account Holder is asked to address the Platform Customer Service, as indicated on the Site regarding any claim.

Any claim other than that established in Article 10 relating to entering into, performing or terminating the Framework Contract must be indicated by email to the following address: legal@mangopay.com.

The Account Holder accepts that the Service Provider will respond to their claims on Hard Copy format. The response will be issued as quickly as possible and at the latest within a time frame of fifteen (15) Business Days following the receipt of the claim by the Service Provider. However, for reasons outside of its control, the Service Provider may not be able to respond in this time frame of fifteen (15) days.

In this event, it will provide the Account Holder with the response specifying the reasons for this additional time period as well as the date on which it will send the definitive response. In any case, the Account Holder shall receive a definitive response at the latest in a time frame of thirty-five (35) Business Days following the receipt of the claim.

The Account Holder is informed that the CSSF (Commission de Surveillance du Secteur financier) [Oversight Commission of the Financial Sector] is competent to settle disputes on an extrajudicial basis related to the performance of this Framework Contract. For more information on the CSSF and the conditions of

such recourse, you may address the Platform Customer Service or consult the website of the CSSF (<http://www.cssf.lu>). Mediation requests must be addressed to the Mediator of the Commission de Surveillance du Secteur Financier (CSSF), 283 route d'Arlon, L-1150 Luxembourg, (direction@cssf.lu) and this, without prejudice to other legal actions. However, the mediator may not be approached if the request is manifestly unfounded or abusive, if the dispute has previously been settled or is in the process of being settled by another mediator or by a court, if the request to the mediator is provided within a time frame of longer than one year from the time of the written claim to the professional, or if the dispute does not fall within the mediator's scope of competence.

30. Language - Applicable Law and Competent Jurisdiction

With the exception of applying a law related to public order (which only applies in the strict limits of its purpose), is expressly stipulated that English is the language chosen and used by the Parties in their pre contractual and contractual relationships and that the Framework Contract is subject to French law. Any dispute between the Parties regarding the latter shall be submitted to the jurisdiction of the competent French courts.