



olkypay
services de paiement

TERMS OF SERVICE
PAYMENT SERVICES
OF THE OLKY ACCOUNT
(CONSUMERS)

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1 DEFINITIONS

Unless expressly provided otherwise, the following terms and expressions, when used with capital initials, have the meanings assigned to them below:

Agent: Service provider who may be mandated by Olkypay to provide or intervene in the provision of payment services, under its responsibility and whose identification and role are specified in the Special Conditions of these T&Cs .

Beneficiary: Natural or legal person who receives funds for the execution of one or more Payment Transactions.

Card: Debit or credit card issued by a financial institution, operable by one of the CB, Mastercard or Visa networks.

Olky Payment Account or Olky Account: Account opened by the Holder in the books of Olkypay, used for the purpose of executing Payment Transactions. A unique IBAN account number is assigned by Olkypay to each Olky account.

T&Cs: These General Terms and Conditions of Use of Olkypay's payment services.

Special Conditions: Document identifying the Holder and governing the specific operating procedures granted to him. The Special Conditions and these T&Cs form an inseparable whole.

Cancellation: Entry on the Olky Payment Account noting the Rejection, Refusal, Reversal, Return or Refund of a Payment Transaction.

Payment date: Date on which the Payment Transaction is sent to the interbank clearing network.

Value date: Reference date used for the valuation of Payment Transactions.

Operation date (D): Reference date used for recording Payment Transactions.

EBA: or ABE, European Union Agency responsible for implementing a set of rules to regulate and monitor the banking sector in all countries of the European Union.

IBAN: International Bank Account Number, an international standard (ISO 13616-1) used to identify bank accounts. An Olky account is called "Ibanized" when it is identified by an IBAN allowing it to receive or transfere funds in the SEPA euro payment area.

Holder ID: Combination of a user name and a unique password assigned to any user designated by the Holder to connect to the SIO4 Platform.

Instant Payment: **Instant Payment** (or **instant transfer**) is the European payment method allowing you to receive or make a transfer in less than 10 seconds in the SEPA zone.

Working day (WD): Working day within the meaning of working days published annually by the CFONB committee "Calendar of place in France" and which is not a Luxembourg legal and/or bank holiday.

SDD Mandate: Authorization given by the Payer to the Holder to debit their account as part of an SDD (Sepa Direct Debit).

Account number: Combination of letters and numbers indicated by Olkypay to the Holder, which the latter must provide to allow to be identified with certainty when using any means of remote communication, and in general, for all correspondence.

Olky Payment Service Provider SA: Société Anonyme, with a capital of EUR 2,271,111.00, having its registered office at 1, Op de Leemen, L-5846 Fentange, registered with the Luxembourg RCS under number B 165 776. Olkypay is an establishment payment approved in Luxembourg under number 47/13, subject to prudential supervision by the Luxembourg Financial Sector Supervisory Commission "C.S.S.F.", and authorized to practice in France in free establishment by the Prudential Control and Resolution Authority "A.C.P.R.", and in Belgium under the freedom to provide services.

Olkypay: Refers to the part of these T&Cs contractually related to the Holder.

If the Territoriality of the Olky Account is Luxembourgish, Olkypay designates the registered office of Olky Payment Service Provider SA registered at RCS Luxembourg under number B 165 776, located at 1, Op de Leemen, L-5846 Fentange, Luxembourg.

If the Territoriality of the Olky Account is French, Olkypay designates the French branch of Olky Payment Service Provider SA registered at RCS Grenoble under number 793 115 320, located at 64, rue Anatole France, 92300 Levallois-Perret, France.

Payment transaction: Execution of a Payment Order, consisting of paying, transferring or withdrawing funds.

Payment order: Instruction from the Account Holder requesting the execution of one or more Payment Transactions regardless of any underlying obligation.

Payer: Natural or legal person whose account is debited as part of the execution of a Payment Transaction issued by the Holder.

SIO4 platform: Olkypay's computer platform that can be used by an "Olky Web-Banking" web application or by an "Olky App" mobile application allowing the Holder to access his Olky Account, manage his Payers, his Beneficiaries, his means of payments, collect, enter and validate Payment Orders.

The documents communicated by Olkypay to the Account Holder, including account statements, are placed in the files entitled Documents and Reporting accessible from Olky Web-Banking.

Refusal: Refusal to pay on the part of the Payer, communicated to his bank. This event occurs no later than Operation Date D.

Reject: Operation initiated by the payer's bank which, in turn, rejects the payment. This event occurs no later than Operation Date D.

Refund: Refund requested by the Payer from his bank after the Transaction Date. Two hypotheses are possible:

- a. Contestation of the Payer without the latter having to provide any justification for his request. This dispute can take place between D and D + 8 weeks.
- b. Contestation by the Payer for "unauthorized transaction". Search for proof that can be done by the Payer's bank after 8 weeks (maximum 13 months) following the Transaction Date. This dispute can take place between D + 8 weeks and D + 13 months.

Representative: Legal representative of the Account Holder empowered to represent the Account Holder.

Revocation: Operation initiated by the Holder, to revoke a Payment Order which does not need to be, and which has not yet been the subject of a Payment Transaction. This event must occur before the Payment Date.

Return: Operation initiated by the Payer's bank which, as a result, rejects the payment (e.g. for lack of funds, closed account, etc.). This event can occur between D and D + 5 WD.

SCT: Sepa Credit Transfer according to regulation (EU) n° 260/2012.

SCT Inst: Sepa Instant Credit Transfer (instant SEPA transfer).

SDD: Sepa Direct Debit according to regulation (EU) n° 260/2012.

SEPA: Acronym for Single Euro Payments Area or Single Euro Payment Area.

Balance value: Difference between the amount of transactions recorded at the debit and credit value date of the Olky Account since it was opened. The Balance value is said to be creditor (positive), when the total of its credits exceeds that of its debits, and debtor (negative) otherwise.

Available balance: Balance in value less (i) the amount of withholdings for provision for execution of future payment transactions and (ii) for irregular use of the Olky Account.

Transaction balance: Difference between the sum of transactions recorded on the Transaction Date debited and credited to the Olky Account since it was opened. The Transaction balance is said to be creditor (positive), when the total of its credits exceeds that of its debits, and debtor (negative) otherwise.

Durable support: Any tool allowing the Holder to store information that is personally addressed to him in such a way that the information can be consulted later for a suited period to their purpose and reproduced identically.

Territoriality of the Olky account: Refers to the country where the Olky account is considered to be held.

The territoriality of the Olky Account is Luxembourgish if the IBAN of the Olky Account assigned to the Holder begins with the two letters "LU";

The territoriality of the Olky Account is French if the IBAN of the Olky Account assigned to the Holder begins with the two letters "FR".

Unless otherwise provided in the Special Conditions, the territoriality of Olky non-Ibanized accounts is Luxembourgish.

Holder: Party, natural person, having contracted under the conditions defined in these T&Cs, and in this capacity having the rights allowing him to use the payment services provided by Olkypay, and to operate the Olky Account opened in his name in Olkypay's books. The Account Holder is a natural person who is a consumer acting for non-commercial or professional purposes.

SEPA zone: Single Euro Payments Area (SEPA), is a unified euro payment area established by the member banks of the European Payments Council (EPC, European Payments Council).

2 PREAMBLE

Olkypay provides the Consumer Account Holder an offer of payment services governed by these T&Cs for payment services, hereinafter referred to as "T&Cs".

To use the payment services, the Holder opens an Olky Account in Olkypay's books, and has access to the SIO4 platform as needed, allowing him to access his account and execute Orders for payment.

The Account Holder's Payment Transactions are recorded by registration in their Olky Account.

The rights and obligations of the Account Holder and of Olkypay (hereinafter "the Parties") relating to the payment services provided by Olkypay are governed and determined by these T&Cs as well as by the Special Conditions, accepted at the same time as these.

3 OBJECT

The purpose of these T&Cs is to define the conditions under which Olkypay provides payment services to the Account Holder. They apply to him without reservation as a user of the payment services provided by Olkypay.

Olkypay grants the Account Holder access to the SIO4 Platform and opens an Olky Account for him under the terms and conditions described in these T&Cs.

The Account Holder agrees to comply with the laws and regulations of his country of residence as applicable to payment services. It is forbidden to use the services provided by Olkypay to carry out Payment Transactions that would be in contradiction with the laws and regulations in force.

4 ENTERING INTO A RELATIONSHIP

4.1 General rules

Any entry into a relationship for the use of payment services provided by Olkypay requires the Holder to open an Olky Account and to provide prior communication of the elements determined in Article 5 of this document.

Throughout the duration of the Contract, the Holder undertakes to communicate to Olkypay:

- a. Any change of postal address, e-mail address, telephone number;
- b. At Olkypay's request, his tax return and any proof of tax compliance;
- c. At Olkypay's request, updating their expired identity documents.

By accepting these T&Cs, the Account Holder declares and guarantees that he is not acting on behalf of a third party, anonymous or not, but that he is acting in his own name and for his own account.

Compliance with the tax laws applicable to the Account Holder, by virtue of his nationality or residence, is the sole responsibility of the latter.

By opening a payment account in Olkypay's books, the Account Holder certifies that his tax obligations are in order and comply with the relevant legislation applicable to him. He undertakes to inform Olkypay without delay of any failure in this matter.

Olkypay Informs the Account Holder that, in application of agreements, legal provisions and other international and/or national regulations, their identity and the information held by Olkypay in connection with their Olky Account may be transmitted, upon valid request, to the competent national or foreign authorities, including tax authorities.

Olkypay cannot be held responsible in case the Account Holder does not comply with all of its obligations, in particular tax, or for direct or indirect damage that the Account Holder may suffer due to his legal and/or fiscal status.

4.2 Right of withdrawal (Holder-consumer)

As soon as it is concluded remotely with a Holder who is a natural person acting for purposes that do not fall within the scope of his commercial, industrial, craft, liberal or agricultural activity (Holder-consumer), this agreement is subject to the rules consumer law requirements applicable to contracts concluded at a distance relating to financial services.

The Account Holder therefore has a withdrawal period of fourteen (14) calendar days to exercise his right of withdrawal, without having to justify with a reason or bear penalties, which start from the day of his acceptance of these T&Cs. In order to exercise his right of withdrawal, the Account Holder must inform Olkypay in accordance with the communication provisions specified in Article 19.

The Account Holder may, however, give his express consent so that the execution of these presents begins before the end of the withdrawal period by checking the box provided for this purpose at the time of his request to enter into a relationship with Olkypay.

5 INFORMATION OF THE HOLDER

The Holder generally communicates:

- a. A copy of an identity document,
- b. A copy of an additional identity document,
- c. A selfie, in case of entering into a remote relationship,
- d. Proof of address,

- e. A certificate of acting for own account,
- f. His email address and mobile phone number,
- g. His socio-professional category and sector of activity.

The documents submitted by the Holder must be perfectly legible communicated in their entirety.

The Account Holder authorizes Olkypay to proceed any control measure concerning the information transmitted, in real time or deferred. He undertakes to provide, within eight (8) days of the request, all information requested by Olkypay, in accordance with the rules defined below in Article 6. In the absence of communication of the aforementioned documents, the opening of the Account Olky will not be validated.

The information on the Holder meets the obligation to identify him and verify his identity, within the meaning of the fight against money laundering and the financing of terrorism (LCB-FT), also known as the KYC obligation (know your customer). They may vary depending on the application of Luxembourg law or French law and the nature of the payment transactions in question, therefore the list of documents mentioned above is only informative. The documents to be communicated by the Account Holder are listed when the Account Holder requests contact. In addition, the list of documents to be communicated may change during the relationship between the Account Holder and Olkypay.

6 VERIFICATION OF THE HOLDER'S INFORMATION

The use of the Payment Services provided by Olkypay makes it necessary to verify the identity of the Account Holder and the documents required and transmitted during the contact request.

For security reasons and to comply with its legal obligations, including the fight against money laundering and terrorist financing (LCB-FT), Olkypay reserves the right to request additional supporting documents at any time during the contractual relationship and/or additional identity, domicile and/or any other document that Olkypay considers it necessary.

The Holder undertakes to respond to these requests within eight (8) days. Otherwise, the use of payment services may be suspended until the requests are met. This period may be extended in the event of the need for additional investigations made necessary by the documents communicated or by the situation of the Holder.

7 VALIDATION OF THE OLKY ACCOUNT OPENING

When entering into a relationship, it is sent to the Holder, at the e-mail address he provides, a copy, on a durable support, of these T&Cs and Special Conditions which will be signed by the Holder.

Olkypay will only consider itself validly committed to providing its payment services to the Account Holder (i) by the signature of each of the Parties on the documents entitled T&Cs and Special Conditions and, if applicable (ii) after payment of the requested Security Deposit.

Olkypay may ask the Account Holder to set up a Security Deposit to cover the risks of unpaid invoices for its payment services or/and, where applicable, to cover the risks of reversals of Payment Transactions when automatic services to supply the Olky account by Card or by SCT are taken out.

The initial amount of the Security Deposit applicable when the Account Holder enters into a relationship with Olkypay is indicated in the Special Conditions. Otherwise, no Security Deposit is payable. Olkypay may be required to modify the amount of the Security Deposit, upward or downward, if events concerning the operation of the Holder's Olky account are likely to consider an increase or decrease in the risk borne by Olkypay.

The Security Deposit does not produce interest, it is kept by Olkypay for the duration of the relations between the parties. In case of termination of these T&Cs, the Security Deposit is returned to the Holder

after the disappearance of the risks borne by Olkypay in the context of the use made by the Holder of the payment services.

8 ASSIGNMENT OF A HOLDER ID

To the extent that the payment services offered and provided by Olkypay are performed from the SIO4 platform, it is the responsibility of the Account Holder to have equipment, an internet browser compatible with the SIO4 platform and secure internet access to connect to the SIO4 Platform and benefit from all of its services.

The provision of these resources does not fall within the scope of the services provided by Olkypay under this contract.

8.1 General case

After validation of the connection, Olkypay assigns the Holder his Holder ID in order to access the SIO4 Platform to use the payment services offered by Olkypay.

The address of the Holder's home page and login is mentioned in the Special Conditions.

If using the Iban Express account opening service, this information may be communicated to the Holder prior to the validation of the opening of the Olky Account. The General Conditions of Iban Express are public and can be consulted on the Olkypay website.

8.2 Confidentiality - Security

The Holder ID transmitted to the Holder is for strictly personal use and may not be communicated or used for purposes other than for the Holder's own needs.

8.2.1 The Holder must not, under any circumstances, disclose or transmit his Holder ID to a third party and must ensure that it remains strictly confidential. It undertakes to take all reasonable measures to preserve its security and confidentiality, in particular by connecting to the SIO4 platform only through a secure and encrypted network. Connection to the SIO4 Platform from the Holder's equipment connected to an unsecured public network is prohibited.

8.2.2 The Holder undertakes to take all reasonable measures to preserve the security of the various means of access to Olkypay's services, to ensure strict confidentiality of the elements comprising his Holder ID, and more generally of any code or password chosen by it and/or communicated by Olkypay.

In case of a breach of security, theft, loss or unauthorized disclosure of the Holder ID, the latter must immediately notify Olkypay in accordance with the communication provisions between the parties referred to in Article 19. Olkypay reserves the right to request the Account Holder to provide any proof or/and submitting a complaint where applicable.

The Holder will remain solely responsible for the unauthorized use of the SIO4 platform by means of his Holder ID until Olkypay is informed by email with request for the confirmation of receipt.

8.2.3 The Holder expressly acknowledges that he is solely responsible for the use and conservation of his Holder ID allowing him access to the Olkypay services which he undertakes to keep secret.

Therefore, the Holder assumes sole and full responsibility for the use of his Holder ID by a third person for the performance of all Payment Transactions made from his Olky Account based on the previously mentioned information, unless otherwise provided by law.

The Account Holder expressly acknowledges that he is solely responsible for the preservation of his IT equipment.

The Account Holder agrees to bear all losses resulting from fraudulent behavior on his part or in the case that he has not intentionally or through gross negligence satisfied the obligations of this article.

- 8.2.4 No content appearing on Olkypay's SIO4 platform may be transferred or communicated to a third party without the express written consent of Olkypay except for any person authorized to share professional secrecy under the law.
- 8.2.5 When accessing the SIO4 platform for the first time, the Account Holder is required to change the temporary password notified to him when opening his Olky account.
- 8.2.6 The Holder must also activate strong authentication, following the instructions communicated to him. This activation is performed by using a software application that generates a one-time and temporary "OTP" password.
- 8.2.7 The OTP is required each time the Holder accesses his Olky Account and each time he makes a Payment Order on the SIO4 Platform. When using the Olky App, the OTP is replaced by the biometric authentication of the smartphone used.

9 HOW THE OLKY ACCOUNT WORKS

9.1 Principles

- 9.1.1 The operation of the Olky Account is governed by these T&Cs.

Payment Transactions are recorded as they are cleared in the Olky Account opened in the name of the Account Holder in Olkypay's books.

- 9.1.2 The Holder's funds are protected by deposit in a block account kept in the books of a credit institution at the end of the Working day following the day on which they were received by Olkypay. The funds thus segregated do not form part of Olkypay's own assets and are exempt, for the exclusive benefit of the Holder, from the appeal of all Olkypay creditors.

- 9.1.3 In the context of normal operation, the Olky Account cannot be in debit. The Account Holder undertakes to maintain a sufficient provision in his Olky Account so that his position remains in credit at all times, taking into account the Payment Orders to be executed, any cancellations of Payment Transactions, and the settlement of Olkypay services.

Olkypay reserves the right to refuse to execute any Payment Transaction to be debited from the Olky account until the Available Balance is at least equal to the amount of the Payment Transaction plus the execution fee.

If the Account balance of the Holder shows a debtor position, for any reason, Olkypay could seize the Holder's assets of any kind whatsoever held with any service provider offering services to the Account Holder through a Olky account.

- 9.1.4 The Account Holder undertakes, in all cases, to indemnify Olkypay for any loss or damage resulting from such a situation of debtor position and in particular to pay him all the costs that this payment incident may cause.

9.2 Closure and mobility of the Olky account

- 9.2.1 Closing the Olky account is free.

- 9.2.2 The Holder may request the closure of his Olky Account and the transfer of his assets to another establishment in the SEPA Zone.

Olkypay provides the Holder with documentation relating to banking mobility, free of charge and unconditionally, communicated on simple request send by email to Olkypay.

The establishment which opens the new account (known as the "arrival establishment") offers the Holder, free of charge and without conditions, a banking mobility assistance service allowing an automated change of bank direct debit, to the new account, of any recurring transfers from the original Account.

In case the Olky Account is closed, Olkypay will inform, free of charge, during a period of thirteen (13) months from the date of the Account closure, by any appropriate means and within three (3) working days, the Account Holder closed account, who has benefited from the mobility assistance service the presentation of any transfer operation to Closed Account; this information is provided at least once per issuer involved.

Olkypay transfers any positive balance in the Olky Account to the account opened at the destination establishment, on the date indicated in the Holder's formal agreement.

- 9.2.3 In case of opening an account with an establishment located in another Member State of the European Union, Olkypay offers free of charge, within six (6) working days following the request to close the Olky Account, a summary of the automatic and recurring transactions that have passed through the Account during the last thirteen (13) months.

Olkypay transfers any positive balance in the Olky Account, subject to having the information to identify the arrival establishment and the new Account of the Holder opened in the Sepa zone and to be able to ensure that the new recipient account is open on behalf of the Holder. This transfer is made on the date requested by the Account Holder, no earlier than six (6) working days after receipt of the request to close the Olky Account.

9.3 Inactive account

- 9.3.1 If the Territoriality of the Olky account is Luxembourgish:

Olkypay will endeavor to maintain regular contact with its customers to prevent an Account from becoming inactive or dormant.

If this were the case, the obligation to return the funds to the Account Holder remains non-prescriptible.

- 9.3.2 If the Territoriality of the Olky account is French:

In case of inactivity of the Holder's Olky Account, the balance of the Olky Account is kept available to the Holder for a period of ten (10) years from the last transaction or event of the Holder or his representative. This period is reduced to three (3) years after the date of death for an inactive Account of which the Holder has died.

Six (6) months before the expiration of the above-mentioned deadlines, Olkypay will inform the Holder or his known beneficiaries, by any means at his disposal, of the deposit of the balance of the inactive Account at the Caisse des Dépôts et Consignations. This transfer will result in the closure of the Holder's Olky Account, without application of the provisions relating to the termination of the T&Cs.

In the absence of a complaint from the Holder or his successors in title, the sums deposited will be acquired by the State at the end of a period of twenty (20) years from the date of their deposit at the Caisse des deposits and consignments for an inactive Account of which the Holder is alive. This period is extended to twenty-seven (27) years when the Holder of the inactive Account has died. Until the expiration of one of these periods, the sums deposited with the Caisse des Dépôts et Consignations are held by it on behalf of the Holder or his successors in title.

To obtain the sums deposited, the latter must communicate to the Caisse des Dépôts et Consignations the information enabling them to prove their identity and determine the amount of sums owed to them.

In addition, when the Account of a Holder is considered inactive within the meaning of the law, Olkypay will be required to consult the Répertoire national d'identification des personnes physiques (RNIPP - National Directory of Identification of Natural Persons), in order to identify the deceased Holder of a inactive payment account.

9.4 Access to the Olky Account by other payment service providers

- 9.4.1 The Account Holder is informed that he may agree to give access to his Olky Account to a payment initiation service provider ("PSIP") or to an account information service provider ("PSIC").
- 9.4.2 The Holder undertakes to verify that the PSIP and/or the PSIC to which he uses is indeed approved or registered in accordance with the law and that it is indeed mentioned in the Payment Institutions Register of the EBA (<https://euclid.eba.europa.eu/register/pir/search>).
- 9.4.3 Access to the Olky Account by a PSIP or a PSIC is subject to the contract entered into by each of them with the Holder, outside of Olkypay.
- 9.4.4 Olkypay cannot be held responsible for Payment Transactions not authorized by the Account Holder proceed by the services of a PSIP.

9.5 Common operations

The Olky Account records the following common transactions:

- 9.5.1 On credit, payment Transactions for the benefit of the Account Holder executed by:
 - i. SDD
 - ii. Transfer (SCT or internal or SCT Inst.) received
 - iii. Electronic banking card acquisition by distance selling contract (VAD)
 - iv. Acquisition of electronic banking card acquisition by proximity contract (TPE)
- 9.5.2 At debit, it is proceeded to:
 - i. Transfer (SCT or internal or SCT Inst.) issued to a Beneficiary,
 - ii. Reversals of Payment Transactions,
 - iii. Payment of service invoices issued by Olkypay,
 - iv. Direct debit (SDD) received,
 - v. Security deposit payment,
 - vi. Receivership of disputed or irregular transactions within the meaning of Article **Erreur ! Source du renvoi introuvable.**

It is understood that all the values credited to the Olky Account are subject to their collection and with the option of reversal, within the time limits provided for in these T&Cs, following any Refusal, Rejection, Repayment, Return or Refund.

9.6 Account statements

- 9.6.1 Entries made in Olky Account are the subject of a monthly periodic statement made available to the Holder on durable support within seven working days following the date of the end of the month preceding. Any Holder must verify his statement as soon as possible in order to immediately report any error or omission.
- 9.6.2 The Account Holder also undertakes to report without delay any dispute relating to a Payment Transaction and at the latest within thirteen (13) months of the date of debit under penalty of foreclosure.

10 PROCESING OF PAYMENT ORDERS

10.1 Mandat SDD

- 10.1.1 Certain optional services of automatic funding of the Olky Account by SDD require the Holder to accept a recurring SDD mandate allowing Olkypay to debit an account held in another establishment.
- 10.1.2 Throughout the duration of the relationship between the Holder and Olkypay within the framework of these T&Cs, the Holder undertakes not to terminate the SDD Mandate without having informed Olkypay in advance with at least four (4) weeks' notice.
- 10.1.3 In case of non-payment of an SDD for any reason whatsoever, Olkypay may represent the operation for as long as necessary, if needed by splitting the amount to be debited, and reserves the right to suspend the automatic feeding services of the Olky Account.

10.2 Transmission of payment orders

- 10.2.1 The transmission of a Payment Order by manual entry on the SIO4 Platform is subject to the use of a Holder ID allowing the transmission of a Payment Order created by an authorized user.

This Holder ID is communicated to the Holder when entering into a relationship and must be modified by him on the occasion of the first connection to the SIO4 Platform.

In general, the Holder undertakes to ensure the custody and confidentiality of all its Holder ID access codes (username, password), avoiding any recklessness that may encourage fraudulent use of them.
- 10.2.2 Any Payment Order initiated via a Holder ID (valid username and password) is deemed to be initiated by the Holder, unless he has promptly informed Olkypay of the theft and/or loss of his Holder ID and has objected as indicated below.
- 10.2.3 In case of misuse or unauthorized use of its Holder ID (username, password) the Holder must immediately inform Olkypay according to the communication provisions between the parties referred to in Article 19. Olkypay reserves the right to ask the Holder for any proof and explanation as well as a copy of the complaint if necessary.
- 10.2.4 Payment Orders may also be received through a service provider with whom the Holder has entered into a relationship when the latter has delegated to the service provider the authorization to collect Payment Orders.
- 10.2.5 Olkypay cannot be held responsible for Payment Transactions not authorized by the Holder underlying a Payment Order given by the Holder to a service provider in accordance with 10.2.4.

10.3 Receipt of Orders Payment Transactions

- 10.3.1 The receipt of Payment Orders issued by the Holder is proceed 24H/24, 7D/7, within the limits of the availability of the SIO4 platform and Olkypay's services.
- 10.3.2 Payment Orders validly transmitted are declined in Payment Transactions. With the exception of the SCT Inst., this payment step takes place every Working Day according to the rules of the "deadlines".
- 10.3.3 For SCT Inst., payment is made within a maximum period of ten (10) seconds except in case of a technical incident that may affect the availability of the payment systems used by the institution of the Payer or the Beneficiary. Olkypay cannot be held responsible in any way for technical incidents preventing the execution of a Payment Transaction by SCT Inst.

Payment Transactions issued by principals debiting or crediting the Account Holder are processed each working day according to the rules of the "cut-off hours".

The deadlines are mentioned below:

Payment transaction	Cut off of receipt of payment orders	Date of compensation	Date of operation on the Olky account
SCT issued	D 10h00	D	D
Instant Payment (issued or received)	24h/24 7/7	D	D
SDD issued	D-1 10h00	D-1	D+1
Electronic payment acquisition CB/Visa/MasterCard	D-1 18h00	D-1	D

- 10.3.4 Each Payment Transaction may be the subject of a request for supporting documents from Olkypay. In this case, the date of operation on the Olky account may be extended by the time necessary to collect and analyze the documents communicated by the Holder.
- 10.3.5 For any Payment Order issued by or on behalf of the Holder, the Beneficiary's identification information must be filled in as precisely as possible. In particular, his name and address must be indicated and in accordance with the real identity of the Beneficiary. The purpose of the Payment Order must also be filled in in such a way as to describe as precisely as possible the nature of the underlying obligation. Therefore, it is his responsibility to correctly fill in this information before executing payment orders. Incorrect or incomplete information may prevent the execution of the Payment Order and/or possibly entail a fee for rectification to the hourly rate in force for the provision of a specific service.
- 10.3.6 For the SCT received, the information provided by the client must correspond to the identity of the Olky Account Holder. Otherwise, the payment transaction may be subject to receivership as long as Olkypay considers that the inconsistent information has not been justified.
- 10.3.7 Olkypay reserves the right to refuse to execute a Payment Order in case of a technical problem or the transmission of erroneous or incomplete information. Information will be available on the SIO4 platform for the benefit of the Holder indicating the non-execution of the Payment Order or its termination. Non-executable Payment Orders can be viewed on the SIO4 Platform at any time and for as long as they retain this feature. As soon as the execution conditions are met, the Payment Orders will be processed automatically again.

10.4 Category of Payment Orders

Each Payment Order transmitted to the SIO4 Platform is assigned one of the following categories:

SDD: Payment order consisting of debiting a Payer by SDD;

CB: Payment order consisting of debiting a Payer by Card;

SCT: Payment Order to Credit a Beneficiary by SCT;

IP: Payment order consisting of crediting a Beneficiary by Instant Payment.

10.5 Payment Order status

- 10.5.1 Any Payment Order received is placed in the "To Be Processed" state. The automatic payment that takes place on the Payment Date gives it the status "In progress" and simultaneously generates the Payment Transaction.
- 10.5.2 Before payment, except for SCT Inst., the Holder may proceed to a Termination of the Payment Order, by assigning it the status "Terminated".
- 10.5.3 When the Payment Transaction has been completed, the Payment Order changes to the "Paid" state if the Payment Transaction has been successfully executed, or to the "Expired" state otherwise.

10.5.4 A payment order whose requested execution date is later than today's date is qualified as a term payment order. Its execution is only allowed if the Balance available on the day of execution of the Olky account allows it.

10.6 Date of payment of Payment Orders (except SCT inst.)

During the payment process of Payment Orders, the SIO4 platform assigns to each Payment Transaction a date established as the most recent of the following two dates:

The due date of the Payment Order provided that if this date is not a Working Day, it will be automatically increased by as many additional days as necessary to reach a Working Day.

The minimum date of execution of the Payment Transaction taking into account the deadlines imposed on the article 10.3.1.

11 REVERSALS OF PAYMENT TRANSACTIONS

11.1 Principles

11.1.1 In case of Rejection, Refusal, Repayment, Return or Refund of a Payment Transaction credited to the Account Holder's Olky Account, requiring him to return the funds received, Olkypay will proceed to the Reversal of the entry due to the Amount on the Holder's Olky Account.

11.1.2 In this case, the Holder authorizes, expressly and irrevocably, Olkypay to debit the Olky Account to the same amount, in addition to the related costs if any.

11.2 Calculation of the Available Balance

11.2.1 The Available Balance is equal to the Balance in value minus (i) the amount of deductions for provision for execution of future payment transactions and (ii) for irregular use of the Olky Account.

11.2.2 Where applicable, the Available Balance may be reduced by the amount of the Term Payment Orders to ensure their execution at the appropriate time.

11.2.3 In case of termination of the contractual relationship between the Parties, the amount of the Available Balance of the Olky Account is returned to the Holder at the end of the maximum legal period of Reversal of a Payment Transaction taking effect from the date of the last Payment Transaction credited to the Olky Account.

11.3 Irregular use of the Olky Account

11.3.1 For each current transaction as listed in point 9.2, Olkypay reserves, at any time, the right to request from the Holder any information and/or documents allowing it to assess the nature of the underlying obligation. In case the Holder (i) is unable to provide the requested elements, or (ii) provides insolvent, disputed or falsified documents, or (iii) is suspected of participating in money laundering, terrorist financing or fraud operations, the current transaction in question will constitute an irregular use of the Olky Account. In this case, Olkypay may:

- (i) deduct the amount of the current transaction in question from the Holder's Available Balance by sequestration of the transaction. The said amount will remain unavailable for thirty-six (36) months, or, if an action against the current transaction is brought by a third party or by Olkypay or by the Holder, as long as a final court decision has not ruled on the regularity of the underlying obligation.

- (ii) and/or deduct the Account Holder's Available Balance by sequestration of an amount to cover any pecuniary losses that Olkypay may support as a result of the Account Holder's irregular use of the Olky Account. The balance between this amount and the costs actually supported by Olkypay is released after a period of thirty-six (36) months from the date of last irregular Use of the Olky Account by the Holder.

- 11.3.2 Each irregular use of the Olky Account will be subject to service billing according to the terms and conditions established in the Olky Account Additional Services section which appears in the prices.
- 11.3.3 When Olkypay has material evidence to suspect that the Holder may be part of an organised gang that has opened Olky accounts in the name of other legal or natural persons who have been terminated or who are in the process of being terminated for the reasons set out in 17.1.2 and that some of these Olky accounts have a debit balance due to irregular transactions, Olkypay is entitled to sequester part of the Holder's available balance to offset the debit positions of the other Olky accounts concerned. The funds will remain sequestered as long as the Olky accounts receivable have not been covered by their respective holders. The material elements that may justify the link established between several Olky accounts are established in particular when (i) flows have circulated between said Olky accounts or (ii) in the event of receipt of external information communicated by financial institutions, by Visa MasterCard networks or by any competent authority.

12 REMUNERATION FOR OLKYPAY'S SERVICES

12.1 Pricing principles

The prices of Olkypay payment services are communicated in a document entitled "Tariffs", communicated to the Holder prior to the entry into relationship between the Parties and at each change of tariff. They are an integral part of these Terms.

The current prices are available on the website www.olkypay.com.

Olkypay payment services are, for some, billed monthly in a fixed term, based on the transactions of the past month, and, for others, may be subject to intermediate billing over time.

Each invoice is available, for at least twelve (12) months, in the document management of the SIO4 Platform to which the Holder can connect by means of his Holder ID.

12.2 Terms of payment

Invoices are payable on the day of their date of issue by debit to the Account Holder's Olky Account.

13 RESPONSIBILITY

Olkypay undertakes to implement all the technical means necessary to ensure the use of its payment services in accordance with their purpose and to ensure high availability of access to the SIO4 platform.

Its responsibility can only be engaged for proven facts that would be exclusively and directly attributable to it and that would have caused direct and certain damage to the Holder. The delay in accounting for a Payment Transaction resulting from the need to study supporting documents requested from the Holder or third parties related to the Payment Transaction cannot in any way engage the responsibility of Olkypay.

Olkypay can only be held liable for reasonably foreseeable loss and damage resulting directly from a breach by Olkypay of these T&Cs.

Olkypay will only be liable for compensation for duly justified direct damages and damages to the exclusion of any other damage such as indirect, incidental or immaterial damages and in particular loss of profits, losses or damages to data (including customer data), loss of opportunity whatever the consequences, loss of image or damage to reputation, whether or not the damage is foreseeable.

In addition, the damages due per year by Olkypay for any reason whatsoever, may never exceed the total amount paid by the Holder at the end of this contract during the year preceding the claim. If less

than one year has elapsed since the Holder entered into contact with Olkypay, damages are limited at € 5,000 excluding taxes.

Olkypay can in no way be held responsible for any damage caused by a case of force majeure or an event beyond its control.

Constitutes a case of force majeure or an event beyond its control, any unpredictability, irresistible and external event to Olkypay likely to prevent it from providing its services.

The occurrence of a case of force majeure that cannot be remedied will result in the suspension of relations between the Parties as governed by these T&Cs.

In the event that the case of force majeure lasts beyond a period of one (1) month, each party may terminate the contractual relations governed by these T&Cs. without notice in accordance with the terms of Article 17.2. The Parties will then be released from their respective obligations under these T&Cs, without any compensation being due by any of the Parties as a result.

The Holder expressly agrees to accept the risks inherent in the use of internet networks regarding in particular to confidentiality and security in the transmission of Payment Orders, and/or data concerning him or his contractors parties.

Olkypay, which does not provide any service against computer viruses, warns the Holder to take all necessary measures in this respect regarding to the hardware and tools and computer services he uses.

Any Payment Order is executed on the basis of the bank details provided by the Holder (IBAN and/or card number of the Payer and/or the Beneficiary). Any discrepancy between the other information relating to the Payer and/or Beneficiary and their bank details may not give rise to any claim on the part of the Holder even if the Payment Order has not been executed correctly.

Olkypay cannot be held liable in case of an error in the entry by the Holder of the data relating to the Payment Order whose execution he has requested, even if the amount of the order far exceeds the orders usually transmitted by the Holder to Olkypay.

14 PERSONAL DATA

General Data Protection Regulation (GDPR)

Each of the Parties undertakes to comply with the applicable and current legal and regulatory provisions relating to the protection of personal data, and more particularly to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding to the processing of personal data and on the free movement of such data (General Data Protection Regulation).

To perform its payment services activities, Olkypay must collect and process data concerning the Holder. This data is collected directly from the Holder and, where appropriate, from other legal or natural persons for special needs.

These data may be communicated to third parties, in particular to legally or contractually authorized partners involved in the provision of payment services such as banks, clearing banks, clearing networks, card networks, etc., if necessary the Agent or the services provider identified in the Special Conditions as well as certain services of the State in which the Holder, one of its payers or one of his beneficiaries resides.

This communication of data is made necessary or mandatory in the exercise of regulated financial activities and to carry out the due diligence required by the various laws in force.

The personal data collected are processed in strict compliance with professional secrecy and are not transferred to third parties other than those interested/participating in the payment services (even if not included in the above list by way of example). No data is transferred outside the European Union.

This data is kept for five (5) years from the termination of the contractual relationship between the Holder and Olkypay.

The Holder has a right of access, rectification, portability, opposition, limitation, erasure (except in cases where the regulations do not allow the exercise of these rights) of data concerning him directly to the data protection officer appointed by Olkypay. To exercise this right, the Holder must notify Olkypay according to the communication provisions between the parties referred to in Article 19 by providing any details on the request.

Any complaint can be lodged in Luxembourg with the Commission Nationale de la Protection des Données and in France with the Commission nationale de l'informatique et des libertés (CNIL).

14.1 Data processing

The Holder is informed that Olkypay performs automated processing of its personal data collected when entering into a contractual relationship and when using Olkypay's services to provide payment services and to guarantee the prevention, investigation and detection of payment fraud, as well as to fulfil its obligations to combat money laundering and the financing of terrorism.

Olkypay will act exclusively as data controller on behalf of the Account Holder as well as solely on the basis of the Holder's instructions and in accordance with them.

Olkypay undertakes to comply with the following obligations and to ensure that they are respected by its staff:

- Not to use, modify, assign or disclose to a third party free of charge or for a fee, the personal data without the prior written consent of the Holder;
- Take all technical, organizational and structural measures to preserve the confidentiality and security of personal data regarding to the nature of the personal data and the risks presented by the implementation of payment services in order to avoid any misuse or fraudulent use of these computer files during the execution of these T&Cs and more generally to implement the necessary measures to protect the data against accidental or unlawful destruction, accidental loss, alteration, dissemination or unauthorized access;
- Take all necessary measures to ensure that its employees and subcontractors involved in the execution of payment services are adequately informed and trained to comply with the commitments made by Olkypay in terms of confidentiality and security of personal data;
- Notify the Holder, as soon as they occur and in writing, of any incident relating to the processing and security of personal data and in particular any unauthorized access, use or access or modification or destruction of personal data, specifying the measures that are implemented to put an end to the incident and prevent its recurrence;

The data collected is also subject to processing for the purposes of analysing the level of security of Olkypay's services and combating the risk of fraud, abuse or money laundering and terrorist financing.

For the provision of its services, Olkypay may use service providers involved in the implementation of automated data processing as subcontractors. These subcontractors are recipients of the data necessary for the performance of their services and can only act on instructions from Olkypay which retains responsibility for the implementation of the processing.

The Holder expressly accepts throughout the duration of its contractual relationship with Olkypay that all or part of the personal data thus communicated, as well as all or part of the data relating to orders and Payment Transactions performed, will be communicated to Olkypay's service providers who are involved in the processing processes for the purpose of executing operations.

The Holder expressly authorises Olkypay, throughout the duration of the contractual relationship, to transfer all or part of the aforementioned collected data to financial institutions that may enter into a contractual relationship with the Holder during operations concerning it, in order to enable said financial

institutions to comply with their legal obligations in the fight against money laundering and the financing of terrorism, control and prevention of incidents and irregularities.

Olkypay undertakes not to use the personal data contained in the Holder's personal data for commercial prospecting purposes during and after the duration of the contractual relations. However, Olkypay and/or its partners may use this data to inform the Holder, its Beneficiaries or its Payers, of the experience of new services related to those of payment provided within the framework of these T&Cs.

The Holder is also informed that in order to comply with legal obligations in the fight against money laundering and the financing of terrorism, the personal data thus processed will be kept for a period of five (5) years after the end of the contractual relations that may have existed between the Parties in the context of the provision of payment services by Olkypay.

15 DURATION

Unless otherwise provided, the relations between the Parties take effect from the validation of the entry into relationship according to the indications explained in these T&Cs and have been agreed for an indefinite period.

16 TERMINATION

16.1 Termination at the initiative of Olkypay

- 16.1.1 Olkypay reserves, in any case, the right to terminate this agreement binding the Parties by giving two (2) months' notice provided on paper or on another Durable support.
- 16.1.2 Nevertheless, Olkypay may terminate this agreement with immediate effect, without prior notice, (i) when the Holder violates the obligations arising from these T&Cs and/or (ii) when Olkypay considers that its liability could be incurred by the continuation of its links with the Holder and/or (iii) that the Holder's Payment Orders appear to be contrary to public order or morality and/or (iv) if the Holder does not comply with its obligation to act in good faith or engages in seriously reprehensible, unlawful or illegal conduct and/or (v) if Olkypay provides evidence that it would in no way have agreed to enter into contact with the Holder due to the real risk a resulting from the situation or nature of the latter's activities and/or if (vi) the finding of an omission or inaccuracy in the declarations and information communicated by the Holder when entering into a relationship and throughout the relationship.
- 16.1.3 Olkypay may also, at any time, terminate one or more service(s) offered (i) if Olkypay provides proof that it has in no way agreed to offer this or these service(s) to the Holder due to the real risk resulting from its operations or the nature of the latter's activities and/or (ii) if Olkypay is no longer able to provide this or these service(s) for technical or regulatory reasons.
- 16.1.4 The termination by Olkypay is then notified to the Holder according to the communication provisions between the parties referred to in Article 19 and then doubled by registered letter with acknowledgment of receipt.
- 16.1.5 Olkypay reserves the right to keep all sums useful in order to allow the clearance of accounts between the Parties for the services performed by Olkypay on behalf of the Holder, including all sums credited to the Olky account until the expiry of the period for risk of Reversal.

16.2 Termination at the initiative of the Holder

- 16.2.1 The Holder has the right to terminate this agreement of indefinite duration at any time by giving 30 (thirty) days' notice.
- 16.2.2 Any termination of this agreement at the initiative of the Holder must be notified in accordance with the provisions of communication between the parties referred to in Article 19. The request

served by means of the contact form can be replaced by a registered letter with acknowledgment of receipt sent to Olkypay.

- 16.2.3 Olkypay will only be obliged to terminate this agreement if the Holder has sent his request by contact form or by registered letter.

16.3 Cancellation fee

- 16.3.1 When Olkypay is required to keep the Holder's Olky Account open after the termination date, for example for the purposes of recording reverse transactions or following seizures by third parties on the Holder's Olky Account, account maintenance fees continue to apply without the Account Holder being able to request the execution of new Payment Orders.

17 PROFESSIONAL SECRET

Olkypay is subject to professional secrecy and ensures compliance with this obligation by its managers, employees and all other persons at its service.

18 RENUNCIATION

Unless otherwise provided, the fact that one of the Parties has not required the application of any clause of these T&Cs can under no circumstances be considered a waiver of the rights of that party arising from said clause.

The possible nullity of any of the provisions of the T&Cs or part of them, will not modify in any way the validity of the other clauses that will continue to apply.

19 COMMUNICATION BETWEEN THE PARTIES

- 19.1.1 Any communication from the Holder to Olkypay is made using the electronic form accessible from the Olkypay website : www.olkypay.com by clicking on the link [CONTACT](#).

- 19.1.2 In all communication to Olkypay, whether by means of the form or by registered mail with acknowledgment of receipt, **the Holder must imperatively indicate his IBAN Account Number**. The absence of this mention may result in a rejection of the request and/or notification and its lack of processing without the responsibility of Olkypay being sought.

- 19.1.3 Information, requests or other notifications concerning the contractual relations between the Parties are communicated by Olkypay to the Holder by email at the address provided by the Holder when entering into relationship or at the address communicated during the contractual relationship if his email address has changed and if the modification has been notified in advance to Olkypay.

Notifications made by Olkypay to the Holder will be considered validly and effectively received, as soon as they are sent, when they have been sent to the last e-mail or postal address of the Holder known to Olkypay.

The sending of an electronic communication to the Holder may be proved, including its date of sending, by the production of a copy of said communication or other recording of this communication, in particular by the communication of the history log of Olkypay's ticketing system.

- 19.1.4 The daily and monthly statements of the entries made on the Olky Account, as well as the service invoices issued by Olkypay, are made available to the Holder on durable media in the files entitled Reporting and Documents of the SIO4 platform. These documents can be consulted and downloaded from the access to the SIO4 platform given to the Holder.

19.1.5 The Holder expressly accepts these means of communication for any purpose necessary or useful in the relations between the Parties.

The Holder undertakes to regularly consult the documents made available to him from his access to the SIO4 platform as well as his messaging to the address he has communicated to Olkypay.

20 INTELLECTUAL PROPERTY

The SIO4 platform and all the elements contained therein (information, data, text, sounds, images, drawings, graphics, distinctive signs, logos, brands, etc.) are the exclusive property of Olkypay Payment Service Provider SA in its capacity as publisher.

All of these elements are protected by intellectual property rights and, as such, are protected against unauthorized use.

It is strictly forbidden to use or reproduce said elements for any purpose whatsoever.

It is also forbidden to decompile or disassemble the SIO4 platform, to use its signs for personal commercial purposes or to infringe in any way the copyright and intellectual property of Olkypay Payment Service Provider SA.

21 MODIFICATION OF T&Cs

Olkypay may modify, at any time, these T&Cs and/or add new provisions, including the prices.

The new applicable T&Cs will be sent and/or made available to the Holder, subject to prior notification, under the conditions defined herein at the latest within two (2) months before their entry into force.

When the relationship has occurred within the month or two (2) months preceding the applicability of a modification of the T&Cs Olkypay communicates the new version to the Holder who accepts that the transitional period between the date of entry into the relationship and the date of applicability of the new T&Cs are governed by the old version.

If the Holder opposes the modification, he will be entitled to terminate, free of charge, his contract and terminate the contractual relations between the Parties under the conditions stipulated in Article 17.2.

In case of termination of the contract for this reason, the Holder will remain bound by the latest version in force of the T&Cs which precedes the one that is the subject of his refusal.

A change of address of one of the parties notified to the other does not constitute a modification of the T&Cs.

22 AMICABLES CLAIMS

The Holder may make a claim to Olkypay according to the communication provisions between the parties referred to in the Article 19.

Each complaint sent must include the Contact Details of the Holder, his account number and a description of his request accompanied, if necessary, by the supporting documents necessary to support his claim. Olkypay undertakes to analyze the complaint thus sent as soon as possible, without exceeding the period of one (1) month.

If the response to the complaint does not satisfy the Holder, he may send a registered letter with acknowledgment of receipt to Olkypay - Responsible for the processing of complaints.

This letter must indicate precisely the reasons for his complaint and explain the reasons why the answer given to him does not suit him.

If the processing of his request at the level of the Holder has not made it possible to satisfy the Holder, the latter has the possibility to trigger the procedure of out-of-court settlement of complaints with the Commission de Surveillance du Secteur Financier (CSSF) :

- By mail : CSSF - Département Juridique II - 283, route d'Arlon L-2991 Luxembourg
- By fax : (+352) 26 25 1 – 2601
- By email: reclamation@cssf.lu
- For any additional information: <http://www.cssf.lu/consommateur/reclamations/>

The procedure for the out-of-court settlement of complaints with the CSSF must be submitted within one year after the first submission of the complaint to Olkypay.

This claim is without prejudice to the right of appeal to the ordinary courts.

23 EVIDENCE

The content and date of receipt and dispatch of all communications stored by Olkypay on a durable electronic support have probative force until proven otherwise, such as a writing signed in original on a paper support.

Information relating to payment transactions stored by Olkypay on a durable electronic support has probative force until proven otherwise, such as a writing signed in original on paper support by all parties.

Olkypay's books and documents are considered conclusive, until proven otherwise.

Olkypay may always, in civil or commercial matters, bring evidence by means of a copy or reproduction of the original document. Unless proven otherwise by the Holder, the copy or reproduction of the document has the same probative force as the original.

Olkypay can prove access to the SIO4 platform by any appropriate electronic means. The unalterable traces of access stored on Olkypay's computer systems will be proof of this access. This clause includes (i) the Account Holder's internet connections and (ii) API (Application Programming Interface) connections by any service provider or Agent to whom the Holder has delegated the authorization to initiate or collect a Payment Order.

The Holder expressly acknowledges and accepts that any telephone conversation between Olkypay and him, whether the call originates from Olkypay or the Holder, may be recorded by Olkypay. The registration will have probative force, like a writing signed in original on paper support by all parties, and may, in case of a dispute, be produced in court. These recordings are kept by Olkypay and are kept at the disposal of the Holder on request for a period of five years.

24 PRIMACY OF THE FRENCH VERSION

In case of a discrepancy between the French version and the versions translated into another language of these General Terms and Conditions of Use or any other Olkypay document, the French version shall prevail over any other version.

25 COMPETENT JURISDICTION

It is expressly agreed that in the absence of an amicable settlement, the Court of and Luxembourg is competent to judge any disputes relating to these T&Cs or its consequences (in particular regarding to their validity, interpretation or execution). The Holder may also, if permitted by law, choose to bring the case before the courts of his country of residence.

26 APPLICABLE LAW

If the Territoriality of the Olky Pro Account is Luxembourgish, the law applicable to these T&Cs is Luxembourg law. The applicable law is Luxembourg law.

If the Territoriality of the Olky Pro Account is French, the law applicable to these T&Cs is French law. The applicable law is French law.

27 AGENT

In case of intervention by an Agent authorized to intervene in the relationship born or to be born between the Holder and Olkypay, his contact details and his role are stipulated in the Special Conditions of these T&Cs.

If the Holder uses the services of presentation of Orders and Payment Transactions, balances and account statements provided by the Agent, the information contained therein is provided for information purposes without probative value. In case of a discrepancy between the information communicated by the Agent and that of Olkypay, only the latter shall be authentic.

Olkypay can in no way be held responsible for malfunctions of the Agent's services. If the Holder uses the Agent's services to issue or receive Payment Orders, these are transmitted to the SIO4 platform under the sole responsibility of the Agent. Olkypay is only committed to execute Payment Orders under these T&Cs when the said Payment Orders have been transmitted to the SIO4 Platform and have been successfully received.

The Agent is in no way entitled to receive the Holder's ID from the Holder.

The Agent is in no way entitled to deal with disputes that may arise from the performance of Olkypay's payment services.

28 FINAL DECLARATIONS OF THE HOLDER

By applying his signature, the Holder accepts these T&Cs and declares:

- (i) undertake that any transaction proceed with Olkypay or through its intermediation complies with all legal obligations and tax obligations that apply to it, both in the various country(ies) or its nationality and civil or tax residence;
- (ii) not be subject to any legal or judicial prohibition or any incapacity, in particular regarding to the law of the country of his civil or fiscal domicile and to be able to commit, regarding to the matrimonial regime to which he belongs, under the terms of the T&Cs and to have the free disposal of the funds paid into the Olky Account;
- (iii) act in relation to Olkypay in its own interest and hold the funds on its own account;
- (iv) that the documents, attestations and information provided at any time to Olkypay are, on the date on which they were handed over, accurate, regular and sincere.

Luxembourg, 1 December 2021