General Terms and Conditions of Use for Payment Initiation Services and Account Information Services

1. **ABOUT SLIMPAY**

a) The payment initiation services and account information services (hereinafter together referred to as the "Services") are provided to the User ("the User") by the company SlimPay, a subsidiary of the Trustly group, with its registered office at 12 rue Godot de Mauroy, 75009 Paris, registered with the Paris Trade and Companies Register under number 518 991 336. SlimPay is an authorised Payment Institution, licensed by the French Prudential Supervision and Resolution Authority (Autorité de Contrôle Prudentiel et de Résolution – ACPR) under interbank code (CIB) 16348V, and represented for the purposes hereof by Jérôme Traisnel, Chief Executive Officer.

b) As a licensed payment institution, SlimPay is supervised by the ACPR, whose contact details are: 4 Place de Budapest, CS 92459, 75439 Paris Cedex 09. SlimPay's authorisation can be verified by consulting the register of financial agents (REGAFI) available on the ACPR website (https://www.regafi.fr). Information on authorised payment service providers can also be found on this website.

2. DESCRIPTION AND PURPOSES OF THE PAYMENT INITIATION AND ACCOUNT INFORMATION SERVICES

2.1 Description of the main features of the payment initiation and account information services

The payment initiation services allow a User who wishes to access a service from a merchant website to use the services of SlimPay, a payment institution, to facilitate and carry out the transaction. The payment initiation services enable the User to initiate, via SlimPay, a payment order with their account-holding bank to the benefit of the merchant.

The account information services allow a User to access, via SlimPay, consolidated information relating to their bank account held with their bank, in order to provide, with their consent, information requested by the merchant. SlimPay accesses the User's bank account in this context if the regulation of the User's country requires it in order to initiate a payment, to retrieve the User's data for the purpose of setting up recurring payments, or for identity verification purposes.

By clicking on their bank's logo, the User of the payment initiation and account information services acknowledges that they hold a current account agreement and a payment service contract with their bank. These agreements govern all provisions related to the operation of the User's account and the payment methods made available to them.

To benefit from the payment initiation and/or account information services provided by SlimPay, the User must provide their credentials to their bank (login and personalised security data) for authentication purposes.

2.2 Form and procedure of consent

The User accepts the initiation of a payment order and access to their account by giving explicit consent for this operation to their account-holding bank, in accordance with the procedure established by that bank.

2.3 Moment of receipt and maximum execution time for the Services

In the context of the provision of the payment initiation service, the moment of receipt is the time when the payment order is received by the User's account-holding bank. If the User who has initiated the payment transaction and their account-holding bank agree that the execution of the payment order will begin on a specific day, after a certain period, or on the day the User has made the funds available to their account-holding bank, the moment of receipt shall be deemed to be the agreed day. If the moment of receipt does not fall on a business day for the User's account-holding bank, the payment order shall be deemed to have been received on the next business day. The execution time for the payment initiation service varies depending on the time required for the User to authenticate with their account-holding bank and the time needed by the bank to execute the payment.

In the context of the provision of the account information service, the execution time varies depending on the time required for the User to authenticate with their account-holding bank and the volume of information to be retrieved but will be carried out as promptly as possible after the User's request to SlimPay and the subsequent authorisation by their bank.

3. OBLIGATIONS FOR THE USE OF SERVICES

3.1 Obligations related to the payment initiation service

3.1.1 Mutual obligations of SlimPay and the User

The use of SlimPay's services occurs within the context of a payment transaction. It does not entail any mutual commitment between SlimPay and the User beyond the specific payment transaction concerned.

3.1.2 Specific obligations of SlimPay

SlimPay ensures to:

- That it only requests data from the payment service user that are necessary to provide the payment initiation service;
- That the user's personalised security data are not accessible to parties other than the user and the issuer of said data and ensures that said data are transmitted via secure and efficient channels;
- That any information relating to the user obtained during the provision of payment initiation services is only communicated to the beneficiary merchant and only with the explicit consent of the user;
- Not to use, consult or store data for any purpose other than the provision of the payment initiation service and the execution of direct debit payment orders;
- Not to change the amount, the beneficiary merchant or any other characteristic of the transaction.

SlimPay also undertakes:

- Before initiating a payment, to provide the user with the following information: (a) the name of the payment initiation service provider, the geographical address and any other contact details, including the email address, relevant to communication with the payment initiation service provider; and (b) the contact details of the relevant authority;
- When providing the services, SlimPay identifies itself to the payment service provider managing the payer's account each time a payment is initiated and communicates under the conditions set out in the delegated act adopted pursuant to Article 98.1 of Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market with the payment service provider managing the account, the payer and the beneficiary ;

- To access only information from payment accounts designated by the user and associated payment transactions;
- Not to hold for its own account at any time the funds of the user that has been the object of the payment transaction initiated;
- To make available to the user, immediately after initiating the payment order: a) confirmation of the successful initiation of the payment order from the payment service provider managing the user's account; b) a reference enabling the user and the beneficiary merchant to identify the payment transaction and, where relevant, enabling the beneficiary merchant to identify the user, as well as any information communicated during the payment transaction; c) the amount of the payment transaction;

3.2 SlimPay's specific obligations relating to the account information service

SlimPay ensures:

- That it can only access information from payment accounts designated by the user and associated payment transactions;
- That the User's login credentials and personalized security data are not accessible to any parties other than the User and the issuer of said data, and are transmitted through secure and efficient channels;
- Not to request access to sensitive payment data related to payment accounts;
- Not to use, consult, or store data for purposes other than providing the account information and payment initiation services as described herein.

SlimPay also undertakes to:

- Provide services solely based on the explicit consent of the User;
- Identify itself, for each communication session, to the User's account-holding payment service provider(s) and communicate securely under the conditions defined by the delegated act adopted pursuant to Article 98(1) of Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, with the account-servicing payment service providers and the payment service user;
- Access only information from payment accounts designated by the user and associated payment transactions;

3.3 Limitation of SlimPay's liability

SlimPay is a third party to the contractual relationship between the User and the beneficiary merchant. As such, SlimPay has no control over the goods or services offered by the merchant on behalf of the User and shall not be held liable in this regard.

SlimPay is also a third party to the contractual relationship between the User and their bank. The explicit consent for account access or payment order initiation is given through strong

authentication by the User's account-holding bank. SlimPay disclaims any liability regarding the implementation of this authentication and any potential damages suffered by the User.

Furthermore, the User's account-holding bank may refuse SlimPay access to a payment account for objectively justified and documented reasons related to unauthorized or fraudulent access, including unauthorized or fraudulent payment initiation. In such cases, the bank will inform the User of the refusal and the reasons for it. SlimPay disclaims any responsibility for such decisions made by the bank and any resulting damages to the User.

Any complaint by the User regarding the execution of a payment transaction initiated via SlimPay must be addressed to their account-holding bank.

3.4 Specific Obligations of the User

The User undertakes to provide SlimPay, upon request, with any necessary information related to identification (in accordance with Articles R.561-14 et seq. of the French Monetary and Financial Code), so that SlimPay can provide its Services in compliance with these Terms and with applicable laws and/or requests from banks or supervisory authorities;

The User agrees and undertakes:

(i)   Not to use the services in any way that violates any law or regulation or that could cause SlimPay to be subject to investigation, prosecution, or legal proceedings, or for any activity that, in SlimPay's judgment (available in the "Legal Notice" section of the website www.slimpay.com), or that of the banks, is unacceptable — including, but not limited to, knowingly submitting any transaction that is illegal or that the User should have known to be illegal;

(ii)   Not to provide any misleading, false, or defamatory information;

4. PRICING CONDITIONS

SlimPay does not charge the User for the use of the services. No interest or exchange rates apply to the services provided.

The beneficiary merchant and/or the User's banks may, at their discretion, charge fees for the services rendered, independently of SlimPay.

5. COMMUNICATION

The contact details necessary for communicating with SlimPay are available on the company's website: https://www.slimpay.com/fr/contact/. If you have any questions regarding the account information and payment initiation services, you may contact our customer support.

The languages used for these Terms and any subsequent communication between SlimPay and the User are French and English.

These General Terms and Conditions of Use are made available to the User on a durable medium, in PDF format. The User may download a free copy of these Terms at any time directly from the display interface of this window.

SlimPay processes your personal data in accordance with applicable data protection legislation. For more information in particular about the purposes of processing, the entities with which we may share your data, or how to exercise your data access rights, please consult our Privacy Policy.

6. PROTECTIVE AND REMEDIAL MEASURES

The User agrees to protect their technical equipment and maintain the confidentiality of their login credentials, to ensure they are not used by unauthorized persons.

The User undertakes to immediately inform both SlimPay and their account-holding bank in case of loss, theft, misappropriation, or unauthorized use of their login credentials, as well as in the event of suspected fraud, confirmed fraud, or any security threat to the Services. This notification must be made by email to the following address: support@slimpay.com

The User must also report to their account-holding bank, without delay and no later than thirteen months after the debit date, any unauthorized or improperly executed payment transaction. If no dispute is raised within this timeframe, the concerned payment transactions shall be deemed definitively approved.

The User's account-holding bank, not SlimPay, shall decide on any reimbursement for losses under the conditions set by the bank.

7. DURATION OF THE CONTRACT

These Terms apply only during the period in which SlimPay provides the payment initiation or account information service. The contract automatically terminates once the account information has been accessed or the payment order has been initiated.

The User is informed that these General Terms and Conditions of Use will apply to each new use of the services. The User acknowledges that they must accept the current version of the Terms at each new use of the services.

8. INTELLECTUAL PROPERTY

The User acknowledges that all services offered by SlimPay and all elements comprising them or made available in connection with their use (including, but not limited to: the application, website, associated technologies, software, interfaces, databases, know-how, data, text, illustrations, content, computer programs, logos, trademarks, trade names, and any other information, hereinafter the "Elements") are the exclusive intellectual property of SlimPay, in accordance with the provisions of the French Intellectual Property Code, or, where applicable, of third parties who have granted SlimPay the necessary rights for their use.

These General Terms and Conditions of Use do not grant the User any ownership rights over SlimPay's services or the above-mentioned Elements. Their availability under these Terms shall not be construed as a transfer of ownership or rights to the User.

Subject to compliance with these Terms, SlimPay grants the User a personal, non-exclusive, non-transferable, non-assignable, and free right to use the services, the application, the website, and their content strictly for personal use and solely for the purpose of using the services.

Accordingly, the User expressly agrees not to reproduce, represent, modify, adapt, translate, transform, extract, reuse, transfer, lend, license, commercialize, or exploit, in any way, all or part of the Elements without the prior written consent of SlimPay. The User also undertakes not to infringe, directly or indirectly, SlimPay's intellectual property rights, including through acts of counterfeiting, disparagement, parasitism, or unfair competition.

Where applicable, other trademarks, trade names, and distinctive signs reproduced or accessible through the services, application, or website are protected and remain the property of their respective holders.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This contract is governed by French law. Any dispute arising from the interpretation or performance of this contract shall be subject to the exclusive jurisdiction of the competent courts of Paris.

In the event of an unresolved dispute and in accordance with Article L.316-1 of the French Monetary and Financial Code, the User may refer the matter free of charge to the Afepame mediator:

Association Afepame – Médiateur
 36, rue Taitbout
 75009 Paris
 https://mediateur-consommation-afepame.fr/