

GENERAL TERMS AND CONDITIONS OF USE FOR LEETCHI FUND

Concluded between:

THE USER

Hereinafter, **'You'** or **the 'User'**, on one hand;

and,

LEETCHI SA, a public limited company under French law, with capital of 1,106,919 euros, whose registered headquarters is located at 4 rue de la Tour des Dames, 75009 Paris, France, registered with the Paris Trade and Companies Register under number 511 361 073, and registered as a crowdfunding intermediary (IFP) with ORIAS

hereinafter known as 'Leetchi' when acting as an IFP and publisher of the website or 'Agent' when acting for and on behalf of MANGOPAY as a payment agent, on the one hand.

and, where applicable, when the user has the status of Organiser or Beneficiary Organiser, as defined below,

MANGOPAY SA, a public limited company under Luxembourg law, with capital of 6,200,000 euros, whose registered headquarters are located at 2 avenue Amélie, L-1125 Luxembourg, Luxembourg, registered with the Luxembourg Trade and Companies Register under number B173459, and approved as an electronic money institution under number W00000005 by the Commission de Surveillance du Secteur Financier (CSSF), 283 route d'Arlon, L-1150 Luxembourg, (direction@cssf.lu)

hereinafter known as the **'PSP'**, on the other hand;

hereinafter known collectively as the 'Parties', or individually as a 'Party'

Notice

You declare that you are a natural person residing in a Member State of the European Union or in a state that is party to the European Economic Area or in a third country imposing equivalent requirements in terms of the fight against money laundering and the funding of terrorism in view of the fact that nothing prohibits a natural person from acting (i) for his/herself and on his/her own behalf or (ii) for and on behalf of a legal entity, including an association registered with the French National Registry of Associations or an equivalent foreign registry, even if in the latter case, the natural person is the only one of Leetchi's contracting parties to remain completely outside any commission contracts concluded between the natural person and the legal entity.

Where applicable, you undertake to leave the website www.leetchi.com reserved for these users. In the event that you reside in a non-French-speaking country, we recommend that you visit the version of the website created in your language.

You will find information relating to use of the website on the 'CONDITIONS' page on the website. Browsing the website implies acceptance of these terms. Where applicable, we ask that you cease browsing the website.

If you wish to become a User of the online services available via the website, you are required to register, read the General Terms and Conditions of Use for the fund and accept them in accordance with the registration procedure found on the website www.leetchi.com.

1. Definitions

For the purposes of this contract, the terms set out below are defined as follows:

Agent: Refers to the company Leetchi, acting as a payment service provider agent, commissioned by the PSP, in conformity with the provisions of Article L.523-1 and following of the French Monetary and Financial Code.

Association: an association registered with the French National Registry of Associations or an equivalent foreign registry.

Strong authentication: refers to the procedures established by Leetchi in order to verify the identity of an account holder or the validity of a payment order, and complying with the requirements of Directive (EU) 2015/2366 of 25 November 2015.

Bank: refers to any credit institution commissioned by the PSP, charged with holding the money collected by the PSP on behalf of the Organiser.

Beneficiary: refers to the person nominated by the Organiser as the beneficiary scheduled to receive the money registered by the fund. The Beneficiary may refer to any natural person or legal entity, or the Organiser itself, on condition that the General Terms and Conditions are respected.

Card: refers to a debit or credit card (Visa, MasterCard, CB), currently valid, subject to acceptance by the PSP, used to make a contribution.

Fund: refers both to the fundraising project created by the Organiser and presented on the website and the collected money registered in a payment account opened in the name of the Organiser, for the purposes of:

- Purchasing a product from a partner;
- Funding an event for which the Organiser is exclusively responsible; or
- Making a donation in order to contribute towards a community project.

Community fund: refers to a fund consisting exclusively of donations.

Payment account: refers to the payment account opened in the name of the Organiser or Beneficiary User in the PSP's records which registers the funds collected as part of the fund. The payment account is used for the purposes of performing payment transactions and cannot, under any circumstances, be equated with a deposit account. The payment account is denominated in euros.

Bank account: refers to the bank account opened in the name of the Beneficiary or Beneficiary User, in the records of a credit institution.

General Terms and Conditions: refers to this document.

Specific conditions: refers either to:

- The registration form on the website, written in French, which must be completed by the User during registration and which contains the information necessary for concluding this contract, in particular: his/her surname, name, date of birth, valid email address, password, nationality.
- Or the form written in French and completed by a Participant without a profile and which contains the information necessary for concluding this Contract, in particular: his/her surname, name, date of birth, valid email address.

Specific conditions relating to the prevention of money laundering and funding of terrorism: refers to the thresholds stipulated by the applicable regulations leading to the implementation of strong identification.

Pricing conditions: refers to the fees collected by Leetchi as payment for services provided to the Organiser under Article 3 of this Contract. The fees are listed on the website, on the 'Prices' page.

Contract: refers to the group consisting of these General Terms and Conditions of Use, the Specific Conditions, the Pricing Conditions, and the Specific conditions relating to the prevention of money laundering and funding of terrorism, concluded at a distance through the intermediary of the website which together constitute the entire Contract between the User and Leetchi/Agent. The Contract represents a framework agreement for payment services with respect to the payment account holder which also supervises use of the payment services and manages the payment account between the Organiser or Beneficiary User and the PSP.

Donation: refers to a sum of money donated, via the connection established through the website, by one (or several) participant(s) to a Beneficiary as part of a community fund. The donation may be classified, depending on the case, as a traditional gift, gift by hand or grant. This classification must be assessed by each Participant and Beneficiary in the light of their particular circumstances with the possible assistance of advice of their own choosing in order to ensure compliance with the legal and fiscal obligations to which they are subject.

Personal data: refers to any information relating to a User, as soon as the User may be considered to be an identified or identifiable natural person. An 'identifiable natural person' is deemed to be a natural person who can be identified, directly or indirectly, in particular by reference to login information, such as a surname, an ID number, location data, an online ID, or from one or several specific elements characteristic of his/her physical, physiological, genetic, psychological, economic, cultural or social identity.

Event: refers to the reason stated by the Organiser for which he/she has created the Fund.

Login details: refers to the data allowing a User to access his/her personal account by entering a user name and a password, which together constitute the unique identifier within the meaning of the current regulations.

Strong identification: refers to the procedures defined by Leetchi in order to verify and identify the identity of its customers and, where applicable, the Beneficial Owners, in accordance with the requirements of Directive (EU) 2015/849 of 20 May 2015 relating to the fight against money laundering and the funding of terrorism.

Crowdfunding intermediary (IFP): refers to Leetchi, which brings fund Organisers into contact with participants through the website.

Working day: refers to a calendar day, with the exception of Saturday, Sunday, holidays and any other day identified as such on the website.

Purpose: refers to the ultimate use of the fund stated by the Organiser under his/her sole and exclusive responsibility.

Organiser: refers to the natural person responsible for creating a fund who is, as a consequence, the payment account holder and who is entitled to manage it in accordance with the terms agreed with the participants and in conformity with the Contract. The organiser may also be the Beneficiary of and/or a Participant in the fund.

Payment transaction: refers to any transaction debited to the payment account and organised by the holder of the payment account in question, in conformity with the event and/or purpose of the fund.

Payment order: refers to the instruction given by the holder to the PSP in accordance with the procedure stipulated by the Contract, for the purposes of performing a payment transaction.

Partner(s): refers to any trader affiliated with the PSP which consents to be paid by debiting of the payment account associated with a fund in order to pay the cost of a product sold by it. The list of affiliated partners is available on the website.

Participant(s): refers to a natural person who has contributed to a fund by contributing funds to the Organiser, by card, by bank transfer or by any other means of payment permitted on the website.

Contribution(s): refers to the amount of money paid by a Participant into the fund, exclusively denominated in euros.

Payment service provider or PSP: refers to MANGOPAY SA, whose registered headquarters are located at 2 avenue Amélie, L-1125 Luxembourg, Luxembourg, registered with the Luxembourg Trade and Companies and Register under number B173459 (email: contact@mangopay.com), approved as an electronic money institution able to provide payment services, and authorised to carry out its activities in France and acting on behalf of the Organiser. The service provider is included on the list of electronic money institutions available at www.cssf.lu/surveillance/ep-eme/listes-officielles

Product(s): refers to a good or service sold by a partner.

Profile: refers to the personal account belonging to a User registered on the website, to which he/she gains access using his/her login details.

Withdrawal: refers to the instruction given by the Organiser or by the Beneficiary User to the PSP to debit the account of all or part of the fund and to credit the bank account of the Beneficiary or Beneficiary User.

Reimbursement(s): refers, in the event that the fund has not been used as defined by Article 5.6, to a reimbursement made to a Participant of the total amount of his/her contribution (reduced, where applicable, by the various fees due to Leetchi), in particular in the case of withdrawal by a participant or cancellation of the fund.

Payment services: refers to the payment services provided by the PSP to the Organiser, as defined by items 3 and 5 of the appendix to the Luxembourg law of 10 November 2009 relating to payment services.

Durable medium: refers to any instrument making it possible for the holder of a payment account to store information addressed to him/her personally so that it may be consulted later after an appropriate period has elapsed and which makes it possible to produce an identical reproduction of the information stored. It is usually presented in the form of a PDF file.

Customer Support:

Leetchi customer Support, which may be contacted:

- By telephone at the number indicated on the website
- By post: Customer Support, Leetchi SA, 4 rue de la Tour des Dames, 75009 Paris, France
- By email: serviceclient@leetchi.com

Website: refers to the website www.leetchi.com created and administered by Leetchi.

Holder: refers to the person in whose name a payment account is opened.

User: refers to a valid email address.

User: refers to any person using the website either as an ordinary visitor or Organiser, Participant or Beneficiary User.

Beneficiary User: refers to the User, the holder of a payment account with a profile on the website, for whose benefit the Organiser 'offers' the fund.

2. Messages

Having taken note of the pre-contractual information found in particular in Articles L.111-1, L.111-2 and L.222-5 of the French Consumer Code, the Parties agree to conclude the online Contract through the website and to proceed with signing the contractual documents electronically. The User is invited to download the General Terms and Conditions onto a durable medium and to store them.

The User may, at any time during the contractual relationship and free of charge, obtain a copy of these documents by visiting the website or request paper copies from Customer Support. Only the Contract is valid between the Parties, especially in the event of any litigation.

The User agrees that the primary means of communication with the PSP will be online. The PSP and Leetchi guarantee that the information and documents will remain accessible for a period of time appropriate for achieving their purpose. In the event that PSP and Leetchi are no longer able to ensure the accessibility of these documents and information, it will give prior notice to the User, within two months, by any means appropriate to his/her circumstances.

Any automated messages that the website may send to a User consist of information that may not under any circumstances generate rights benefitting the User and/or be used by the User in question in order to establish or prove the existence of rights against Leetchi.

3. Purpose

The purpose of the General Terms and Conditions is to define the conditions under which Leetchi provides the User with the crowdfunding mediation service, including in particular the creation and management of crowdfunding services, spending and termination of the Fund(s), subject to payment of the fees set out in Article 22, for the purposes of funding one or more events and/or objectives.

The General Terms and Conditions, completed by the Specific Conditions, the Pricing Conditions, and the Specific conditions relating to the prevention of money laundering and funding of terrorism, constitute the entire Contract concluded between the Parties for use of the services offered on the website.

The Contract also governs the contractual relationship between the PSP and the Organiser of a Fund or the Beneficiary User. The Contract does not, however, create any form of contractual relationship between the PSP and a Participant or a Beneficiary

The objective of the General Terms and Conditions is also to define the conditions under which the PSP provides the Organiser with the payment services, which include (i) opening and managing the payment account (ii) crediting the funds contributed by the participants by card, by bank transfer or by any other means of payment to the account and (iii) debiting the payment account, registering payment transactions, collecting fees due under the Pricing Conditions, reversing card payments (or

any other means of payment) and performing reimbursements. The payment account will not be subject to any form of overdraft, advance, credit or discount. The PSP does not offer an exchange service. The PSP has instructed the agent to expedite the completion of the Contract with each Organiser and to support them throughout the course of their relations with the PSP.

4. User registration on the website

4.1. Necessary conditions and prerequisites for registration and its continuation

Each User must be a natural person residing in a Member State of the European Union or in a state that is party to the European Economic Area or in a third country imposing equivalent requirements in terms of the fight against money laundering and the funding of terrorism in view of the fact that nothing prohibits a natural person from acting (i) for his/herself and on his/her own behalf or (ii) for and on behalf of a legal entity, including an association registered with the French National Registry of Associations or an equivalent foreign registry, even if in the latter case, the natural person is the only one of Leetchi's contracting parties to remain completely outside any commission contracts concluded between the natural person and the legal entity.

The User agrees that he/she will fulfil all of the terms of the Contract.

4.2. Registration procedure on the website

During registration, the User must provide all of the information required by Leetchi and the PSP.

The User must provide a login details. It is the User's responsibility, where applicable, to comply with the verification procedure implemented by the Agent. Each User is fully responsible for maintaining the confidentiality of his/her login details. He/she agrees the he/she will not at any time use the funds, surname or login details belonging to another User, nor disclose his/her login details to a third party. He/she agrees that he/she will inform the Agent immediately if he/she suspects that fraud has occurred or that his/her login details have been used without authorisation. He/she is solely responsible for any use made of his/her login details.

Each User must accept the terms of the Contract before making use of the services of Leetchi and/or the PSP. Acceptance of the General Terms and Conditions is made remotely via the website and completed by an electronic signature. The Contract concluded between the Parties by electronic means has the same substantiating effect as a contract made on paper.

Registration will only be completed once the User has received a confirmatory email sent to the email address provided by him/her; this confirmation also formalises PSP's agreement that it will enter into a relationship with the User and Leetchi's acceptance of the mandate to act as a crowdfunding intermediary. Leetchi and/or the PSP may, without any obligation to provide an explanation, refuse to comply with a registration request, while such a refusal does not establish any right to compensation. The Agent reserves the right to request at any time that the User provide it with information, additional identification details, and any other documentary evidence that it considers necessary.

The Organiser also retains the option of concluding the Contract in writing. In order to do this, he/she must print the Contract, sign it and return it by electronic means or by post to Customer Support. If the signature is handwritten, the date on which the Contract is concluded is deemed to be the date shown on the latter and if no date is indicated, it is deemed to be the date on which the Agent receives the Contract.

The User declares that all of the information provided at the time of registration is true, accurate, and up to date, and that the documents submitted have not been altered or modified, etc.

The User agrees that it will inform Leetchi as soon as any item of information provided during the course of registration is no longer accurate and that it will do so throughout the duration of the Contract.

4.3. Use of payment services

The Organiser may only use the payment services provided by the PSP:

- After he/she has conveyed the information and documents required by the PSP and Leetchi to the Agent;
- After he/she has completed the creation of his/her profile; and
- Once his/her registration via the website has been confirmed.

When the User is the Organiser of a community fund, he/she acts as the project leader and must select the category 'community project' on the website.

It is expressly agreed between the Parties that Leetchi or the PSP may, prior to the conclusion of these documents and throughout the performance of the Contract, request any document or supporting evidence necessary for identifying the Beneficiary or the Participants, for the purposes of verifying their identity and understanding the objective of the community fund. A payment account cannot be opened if the Organiser has failed to convey a supporting document or an item of information requested to the Agent.

It is stated that Leetchi does not provide Users with any advice relating to crowdfunding.

5. Creation and functioning of a fund

5.1. Creation of the Fund by the Organiser

5.1.1. The Organiser must have registered and have a profile on the website before creating a Fund. Each time a request to create a Fund is submitted, the Organiser must state:

- The name of the Fund;
- The category of the Fund that he/she wishes to create;
- Within the context of a community fund, the precise identity of the Beneficiary
- The purpose and/or the event that he/she wishes to fund;
- The target amount, where appropriate, of the Fund;
- Where applicable, the contribution amount suggested to each participant;
- The date on which the fundraising ends. The fundraising period must be at least 2 (two) calendar days from the date on which the Fund is opened. It must be no more than 365 (three hundred and sixty-five) calendar days from the date on which the Fund is opened;
- The private or public visibility of the Fund. If the nature of the Fund is determined as public, the Organiser accepts that the Fund, and the information relating to its content, will be accessible to all Users of the website and will be indexed by Internet search engines. If the nature of the Fund is determined as private, the Organiser is responsible for researching and selecting the Participants.

The elements mentioned above, including the purpose, the event and the Beneficiary, where applicable, must be completed carefully. These fields determined the objective of the mandate given by the Participants to the Organiser.

The content of these fields and compliance with them is the exclusive responsibility of the Organiser. Leetchi cannot under any circumstances be held responsible for any failure by the Organiser to comply with the mandate attributed to him/her by the Participants.

5.1.2. A Fund is only valid if it has received a number of contributions from different participants, whereas the existence of a single participant will lead to the cancellation of the Fund according to the terms specified in Article 5.5.2.

It is the responsibility of the Organiser to determine all of these elements in absolute conformity with the applicable legislation, public order, good conduct and the prohibitions specified in Article 27.1.

The PSP and/or Leetchi cannot be held responsible for any possible errors regarding the identity of the Organiser and/or the Beneficiary and/or the Participants, regarding their characteristics and/or any information concerning them, as they stand outside the relationship existing between the Participants, the Beneficiary and the Organiser.

When an Organiser creates a Fund on behalf of a third party, it is clearly stated that Leetchi will not undertake any attempt to verify the nature and the existence of the relationship between the Organiser and the third party such that it is the responsibility of the participants to do their own due diligence in order to ascertain for themselves the truthfulness and nature of the characteristics presented by the Organiser.

5.1.3. Leetchi collects, in particular, information relating to the Beneficiary, the purpose and/or the event, the total amount and schedule of the Fund announced by the Organiser.

Insofar as Leetchi considers that the information provided is insufficient or inaccurate, the Fund and the payment account will be suspended until the additional information and/or documents requested have been satisfactorily received.

Leetchi provides regular updates regarding the progress of the contributions by email and on the website.

Each Participant is informed of the Fund expenditure in an automatic email sent by Leetchi, unless the Organiser has deactivated this function.

This information, conveyed by Leetchi does not release the Organiser from his/her obligations in relation to the Participants, and in particular the obligation to present the accounts that he/she owes to each of the Participants within the remit of the mandate conferred by the latter on him/her.

Any inaccurate or misleading statements are likely to give rise to liability on the part of the Organiser in relation to both Leetchi and the PSP, the Participants and also the Beneficiary.

5.1.4. This fundraising may not under any circumstances constitute an initial public offering or the provision of various goods. In addition, it may not under any circumstances contravene the regulations governing public order and/or good conduct and/or the prohibitions stipulated in Article 27.1.

5.2. Creation of the payment account

By creating a Fund, the Organiser acknowledges that he/he is requesting the opening of a payment account with the PSP through the mediation of the Agent. One payment account will be opened for each Fund. The payment account is created as soon as the Organiser receives a confirmation email as referred to in Article 4.2. It is expressly provided that the PSP retains the option of requesting, prior to the opening of the payment account and at any moment during the performance of the Contract, additional documentation concerning the Organiser, the Beneficial Owner or a payment transaction.

The PSP may freely decide to restrict the use of a payment account without any obligation on the part of the PSP to justify its decision to the Organiser. The operation of the payment account will, in particular, be restricted immediately following any failure by the Organiser to convey all of the information and documentation requested by the PSP. The Organiser will be informed of these restrictions by the Agent.

By agreeing to the terms of the Contract, the Organiser agrees that the Agent will transfer his/her request to open a payment account to the PSP, along with all of the information and/or supporting documents received. The PSP alone is entitled to grant the request to open a payment account and to grant the status of account holder to the Organiser. The PSP may reject a request to open a payment account without any obligation to justify its decision. The Organiser will be informed of this rejection by the Agent. A refusal to open a payment account entails a refusal to create a Fund and does not give rise to any right to compensation.

5.3. Management of the Fund by the Organiser

The Organiser is solely responsible for administering the Fund.

The Organiser may choose at any moment to:

- Change the geolocation of the Fund, its use, its visibility (public / private);
- Customise the URL of the Fund;
- Reduce the target amount of the Fund, within the limit of the total amount of the contributions already made;
- Increase the target amount;
- Invite any new participant;
- Change the fundraising end date;
- Cancel the Fund;
- Use the Fund in accordance with the terms set out in Article 5.7.

The Organiser agrees that, after the creation of the fund, he/she will act in accordance with the mandate that he/she has received from the Participants by refraining from modifying the fundamental characteristics of a Fund, which are principally the identity of the Beneficiary and/or the event envisaged by the Fund subject to the implementation of the provisions specified in Article 8.1.

5.4. Contributions to a Fund

5.4.1. General principles

A Participant may be invited, by an Organiser, to make a contribution to the Fund organised by the latter.

The contribution may be made by card, by bank transfer or by any other means of payment, in accordance with the provisions below. It is stated that the maximum amount of a Fund or a contribution may be determined by the PSP and becomes binding on the Users as soon as they are informed of it by any means whatsoever.

Each contribution is credited to the payment account associated with the Fund.

The Organiser will be informed by email each time a new contribution is made.

By making a contribution, the participant gives a mandate to the Organiser to use all or part of the amount of his/her contribution in order to fund the purpose/event envisaged by the Fund.

The participants and the Organiser are personally responsible for their reciprocal relationships. Under no circumstances can the payment of a contribution into a Fund reserved for a Beneficiary that is a legal entity be made at the cost of granting the Participant with shares and associated rights, securities giving right to a share of capital, securities, or stocks or shares issued by the Beneficiary that is a legal entity or any of its subsidiaries.

5.4.2. Terms and conditions for contributions made by card

A Participant may transfer funds to be credited to the payment account using a card payment order given through the website. The payment order may also be effected through the means of payment offered by the PSP, as listed on the website.

In the event that the card payment order is refused, the website will immediately generate a warning message informing the Participant that the payment order has not been authorised and, depending on the reason, inviting him/her to try again later or to contact Customer Support.

The Organiser is informed that acceptance of a card payment order by the PSP does not guarantee that the corresponding funds will be transferred to the payment account. The PSP registers the funds in the Organiser's payment account as soon as possible after it has actually received the funds in its own account. The Organiser receives a payment summary stating the following basic information: amount, date and time, Fund reference.

If the Participant fails to comply with the obligations specified in this document and/or the currently applicable legislation, the PSP and/or Leetchi may, on the one hand, implement safeguarding and security measures, and on the other, send a warning to the Participant, constituting a formal notice, and specifying the measures to be taken in order to rectify the breach.

It is stated that a card payment order may be disputed or a request for reimbursement be made by the Participant to his/her payment service provider within thirteen (13) months following the payment transaction, which will then reverse the debiting of the Organiser's payment account.

The Organiser agrees that he/she will accept such a reversal. In the absence of sufficient funds in the payment account, the Organiser agrees that he/she will, by any means, pay the corresponding amount into the payment account as soon as possible after the formal notice has been sent by the Agent or PSP. Where applicable, any means of redress may be used in order to allow PSP to recover the amount due and payable by the Organiser.

5.4.3. Terms and conditions for contributions made by bank transfer

A Participant may transfer funds to the payment account associated with the fund by bank transfer from a bank account or a payment account. For this purpose, the Organiser expressly authorises the PSP to credit its payment account with the amount corresponding to the transfer, less any applicable

fees, in accordance with the current Pricing Conditions, and to do so as soon as possible after the PSP has received the funds.

After the funds have been registered in the Organiser's payment account, the latter receives a payment summary stating the following basic information: amount, date and time, Fund reference.

5.5. Suspension or cancellation of the Fund and account

5.5.1. Suspension

The Fund and the associated payment account may be suspended at any time in the event that any of the provisions of this document have been violated, if there is a risk of fraud or in the event of a violation of the legislation concerning the fight against money laundering and the financing of terrorism or any other legislation applicable to it.

The Fund and the associated payment account will also be suspended as long as Leetchi and/or the PSP have not received the information and supporting documents requested.

5.6.2. Cancellation

A Fund may be cancelled on the initiative of Leetchi, PSP or the Organiser in the following circumstances:

- Before the first payment transaction has been made, the Organiser may notify Leetchi that the creation of the Fund has been cancelled. His/her cancellation request must be sent by email to Customer Support at the following address: serviceclient@leetchi.com. The Organiser is informed that the request to cancel the Fund also implies a request to close his/her payment account. This closure does not, however, entail the automatic closure of the profile belonging to the Organiser.
- In conformity with the provisions of Article 8, the death of the Organiser, in the event that it occurs before any use has been made of the Fund, or that of the Beneficiary, may result in the cancellation of the Fund.
- A fund may also be cancelled on the initiative of Leetchi in the event that (i) the Fund contravenes the General Terms and Conditions, (ii) is considered a prohibited activity as defined by Article 27.1, (iii) it contravenes the applicable laws and regulations, (iv) it is likely to be prejudicial to public order, good conduct, the fight against money laundering and the funding of terrorism or (v) it is subject to fraud.

In every case in which a Fund is cancelled, the Agent gives notice of the cancellation to all of the Participants concerned via the website and the PSP closes the payment account associated with the fund. Each contribution will, where applicable, lead to the Participants being reimbursed for the amount of their respective contribution on the date on which the Participants were informed of the cancellation, less the various fees due to Leetchi and/or the PSP.

5.6. Reimbursement of contributions

5.6.1. General principles

If the Fund has not been subject to any use as defined by Article 5.7, the participant may be reimbursed for his/her contribution, in accordance with the terms defined by the Contract, in the event of withdrawal, if the Contract is terminated, if the Fund is cancelled for any reason whatsoever (cancellation by the Organiser, death of the Organiser or the Beneficiary according to the terms

stipulated in Article 8, fraud, prohibited activity, etc.). In the event that the Participant exercises his/her right to withdraw, to cancel the Fund or terminate the Contract, the Organiser expressly agrees that the contributions will be debited from the payment account and reimbursed to each of the participants. The Organiser authorises the Agent to implement the contribution reimbursements from its payment account and entirely at its own responsibility.

On expiry of a period of thirteen (13) months from the date on which the contribution was made, the contribution in question cannot be reimbursed.

5.6.2. Withdrawal by a participant

Starting from the date on which the contribution was made, the participant has a period of 14 calendar days, provided the Fund has not been subject to any use as specified in Article 5.7, in which to request reimbursement of his/her contribution, within the terms of his/her right of withdrawal as specified in Article 14.

In the event of a withdrawal, the participant must specify the amount of the contribution for which he/she wishes to be reimbursed.

The Agent will initiate a reimbursement order using the same means of payment employed for payment of the contribution for the same amount initially transferred, within 5 (five) working days following the Participant's request.

5.6.3. Termination of the Contract

In the event that the Contract concluded with the Organiser is terminated under the provisions of Article 7.2, termination will, where applicable, entail the reimbursement to each Fund Participant of the amount of their particular contribution, less any fees due and rendered immediately payable owing to the termination of the Contract.

5.7. Terms and conditions of use of a Fund

The organiser is responsible for using the Fund within the framework of the mandate attributed to him/her by the Participants when they paid their contributions. As such, the Organiser may use the amount of the Fund for the purposes of:

- Funding the purchase of a product from a partner for the benefit of the Beneficiary;
- Paying the Fund into the Beneficiary's bank account, for the sole purpose of funding the event specified when the Fund was created;
- Transferring the Fund to another Beneficiary User:
- Paying the amount of the Fund into another fund with the same objective and/or aimed at a similar event. In every case, the selection of the Fund into which the funds from another fund are transferred is the sole responsibility of the latter's Organiser.

5.7.1. Purchases

The Organiser may use the website to access any of the websites or sales areas belonging to the partners in order to make one or more product purchases in accordance with the mandate given by the Participants for the purposes of realising the stated objective and/or event.

When the amount of the Fund is lower than the price of the product that he/she wishes to purchase, the Organiser may, in a personal capacity, pay the additional cost required to implement the

transaction. In order to do this, he/she must pay off the remainder of the price required using one of the available means of payment.

Conversely, if there is a residual amount remaining in the payment account associated with the Fund, after the product has been purchased, the latter may lead, following a decision taken by the Organiser taken in accordance with the mandate given to him/her by the Participants, to:

- A new purchase;
- A withdrawal;

The Organiser, acting as the purchaser of the product, is obliged, at his/her own responsibility, to provide all of the information required for the performance of the purchase contract (including in particular the place of delivery) requested by the partner.

The Organiser is, where applicable, holder of the guarantees associated with the product as well as any rights and shares relating to the purchase of the latter (including in particular the right of withdrawal), without holding the PSP, the Agent or Leetchi to any form of obligation or guarantee whatsoever. The PSP, the Agent and Leetchi remain outside any legal relations created in this context between the Organiser and the partner.

It is incumbent on the Organiser to look after the interests of the Beneficiary and to transfer all of the rights and shares associated with the product to him/her under the conditions established by French law and current case-law.

The purchases are made under the sole responsibility of the Organiser. The PSP, the Agent or Leetchi cannot be held liable towards the Participants for any possible breaches and errors committed by the Organiser with respect to the mandate that they have given to him/her.

5.7.2. Withdrawal

The Organiser may decide to withdraw all or part of a Fund, by making his/her withdrawal request via the website.

The withdrawal must be requested for the benefit of the bank account opened in the name of the Beneficiary in the records of a bank whose registered headquarters is located within the European Economic Area or in a third country imposing equivalent obligations, with regard to the fight against money laundering and the funding of terrorism, to those established by the European Union.

For this purpose, the Organiser must provide the IBAN number and SWIFT code of the bank account held by the Beneficiary. Any errors made in relation to the IBAN number and SWIFT code belonging to the Beneficiary's bank account are the sole responsibility of the Organiser.

The Organiser also agrees to provide the following information and/or documents relating to the Beneficiary with his/her withdrawal request:

- Identity;
- Date of birth;
- Nationality;
- Postal address;
- Email address;

- Any supporting documents required by the PSP or the Agent.

The Organiser is responsible for obtaining the agreement of the Beneficiary for conveying this information to the Agent.

The withdrawal and use of the corresponding funds are performed under the exclusive responsibility of the Organiser who commits him/herself to complying with the mandate given to him/her by the Fund Participants.

Leetchi reserves the right to request from the Organiser any supporting document relating in particular, but not exclusively, to the use of the funds in relation to the objective/event declared when the Fund was created prior to authorising the withdrawal. Leetchi may also decide, with the agreement of the Organiser, that the funds should be transferred to an independent third party in order to ensure that the funds collected are spent in compliance with the purpose of the Fund. In the event that the Organiser refuses, the PSP and/or Leetchi reserves the option of (i) referring the matter to the competent court including for summary judgement and (ii) suspending the Fund until a court judgement has been obtained.

Leetchi and/or the PSP cannot be held liable towards the Users in particular for any possible breaches and errors committed by the Organiser within the framework of the mandate.

5.7.3. 'Offer the Fund' function

The Organiser may decide to 'offer the Fund' to a Beneficiary User when the latter has registered on the website in conformity with Article 4 (i), possesses a profile (ii) and is a bank account holder (iii).

This request must be made by the Organiser to Leetchi via the website. It is expressly agreed between the Parties that the Organiser must accept personal responsibility for ensuring that the offering of the Fund to another User is consistent with the mandate that he/she received initially from the participants.

Leetchi may ask the Organiser to provide the following information relating to the designated User: his/her identity, email address, date of birth, nationality, postal address, as well as any other documents required by the PSP.

In the event that all of the information and/or documents requested have been conveyed by the Organiser to the PSP or the Agent, the available Fund balance will be transferred for the benefit of the Beneficiary User by debiting the Organiser's payment account and crediting the payment account of the Beneficiary User.

The Beneficiary User may use the Fund transferred in this way either by spending it with a partner or making a withdrawal according to the terms stipulated in Articles 5.7.1 and 5.7.2 of this document.

6. Use of the Fund

6.1. Transmission and execution of a payment order for the benefit of a partner

In order to pay for a product, the Organiser or Beneficiary User must visit the website or sales area belonging to the partner, choose the products and then select the means of payment provided by Leetchi. The Organiser or Beneficiary User is then granted access to Leetchi's payment area and identifies him/herself by providing his/her login details. The Organiser or Beneficiary User must, where applicable, comply with the strong authentication procedure requested by Leetchi, in particular, but not exclusively by providing:

- The currency amount (which must not be greater than the available balance of the payment account associated with the designated Fund)
- The recipient partner for the transfer, selected from the partners listed on the website.

The Parties acknowledge that the Organiser or Beneficiary User may only make payment transactions for immediate execution. The process of transmitting orders is of equal value to an electronic signature for the purposes of authentication and proving his/her consent.

The Organiser or Beneficiary User acknowledge that the order transmitted in this way via the website is, as soon as the login details have been entered, equivalent to an irrevocable order given to the PSP to transfer the funds to the payment account held by the partner. The revocation by the Organiser or by the Beneficiary User of his/her order may be accepted if it is received before the PSP receives the payment order.

All payment orders are time-stamped and stored for the legal retention period. It is expressly agreed that the payment transactions will be performed as soon as possible and no later than the end of the working day after the request has been received or the following working day if that date is not a working day, except in the case of a strengthened review process in compliance with the requirements of the fight against fraud, money laundering and the funding of terrorism according to the terms specified in Article 15.

The PSP may refuse to implement an incomplete or incorrect payment order. The Organiser or the Beneficiary User must reissue the order in order to ensure compliance. The PSP may also block an order if, in particular, there is serious doubt concerning a fraudulent use of the payment account, an unauthorised use of the payment account, a breach of the security of the payment account, if measures have been taken by the administrative authorities to freeze assets or if there are insufficient funds in the payment account.

Prior to validating the payment order, the PSP confirms the order with the partner. Following that confirmation, the PSP proceeds to transfer the corresponding amount by debiting the payment account belonging to the Organiser or Beneficiary User for the benefit of the partner's payment account.

The PSP then sends a payment confirmation email to the Organiser, or to the Beneficiary User and to every Fund Participant.

6.2. Transmission and execution of a withdrawal order

When he/she wishes to make a withdrawal, the Organiser or Beneficiary User must identify him/herself via the website by using his/her login details.

He/she must complete the withdrawal request form in the relevant section and, where applicable, provide the information and supporting documents requested by the PSP. The withdrawal request becomes irrevocable once the Organiser or Beneficiary User clicks on the validation tab on the form.

The Organiser or Beneficiary User must identify him/herself and, where applicable, comply with the strong authentication procedure requested by Leetchi, in particular, but not exclusively, by providing:

- The currency amount (which must not be greater than the available balance of the payment account associated with the designated Fund)
- The receiving bank account of the withdrawal.

Any errors made in relation to the IBAN number and SWIFT code belonging to the receiving bank account of the withdrawal are the sole responsibility of the Organiser or Beneficiary User.

The Parties acknowledge that the Organiser and/or Beneficiary User may only make withdrawals for immediate execution. The process of transmitting orders is of equal value to an electronic signature for the purposes of authentication and proving his/her consent. The Organiser and/or Beneficiary User acknowledge that the order transmitted in this way is equivalent to an irrevocable order given to the PSP to transfer the funds to the bank account belonging to the Beneficiary. The revocation by the Organiser of his/her order may be accepted if it is received before the PSP receives the order.

All payment orders are time-stamped and stored for the legal retention period.

It is expressly agreed that the withdrawals will be performed as soon as possible and no later than the end of the working day after the request is received or the following working day if that date is not a working day, except in the case of a strengthened review process in compliance with the requirements of the fight against fraud, money laundering and the funding of terrorism according to the terms specified in Article 15.

The PSP may refuse to implement an incomplete or incorrect payment order. The Organiser must reissue the order in order to ensure compliance. The PSP may also block an order if, in particular, there is a serious doubt concerning a fraudulent use of the payment account, an unauthorised use of the payment account, a breach of the security of the payment account, if measures have been taken by the administrative authorities to freeze assets or if there are insufficient funds in the payment account.

The Agent then sends a withdrawal notification email to every participant in the fund.

6.3. Blocking and disputing a payment order

6.3.1. Blocking

The Organiser or Beneficiary User must inform the PSP, through his/her Agent, of the loss or theft of his/her login details, of any misuse or any unauthorised use of the latter or of his/her data as soon as he/she becomes aware of it in order to request that it is blocked. This declaration must be made:

- By phoning +33 (0)9 72 44 41 67, confirmed by an electronic message sent to the following address: serviceclient@leetchi.com; or
- directly by electronic message sent to the following address: serviceclient@leetchi.com

The PSP will implement the request to block the login details concerned immediately. The event will be recorded and time-stamped. A blocking number with a time stamp will be sent to the Organiser or Beneficiary User. A written confirmation of the blocking will be sent to the Organiser or Beneficiary User concerned by electronic message, fax or post. The Agent is responsible for administration of the file and preserves all of its records for 18 (eighteen) months.

If requested in writing by the Organiser or Beneficiary User, and before this period has expired, the Agent will provide a copy of this blocking.

Any blocking that has not been subject to a declaration signed by the Organiser or by the Beneficiary User must be confirmed immediately by a letter delivered in person or sent by registered post, by fax or email, to the Agent. The latter cannot be held liable for any consequences for any blocking declared by fax or email that does not come from the Organiser or Beneficiary User.

If a blocking request is disputed, the request is deemed to have been made on the date on which the PSP or any person mandated for that purpose actually received the request.

In the event of the theft or fraudulent use of the login details, the PSP is entitled to request an acknowledgement of receipt or a copy of the complaint submission from the Organiser or Beneficiary User who undertakes to respond to it as quickly as possible. Where applicable, the request may not under any circumstances influence or delay the reimbursement performed under the terms specified in Article 6.3.2.

6.3.2. Disputing a payment order

For any claims relating to payment transactions performed by the PSP, the Organiser or Beneficiary User is invited to contact Customer Support, whose details are as follows:

- Leetchi SA, 4 rue de la Tour des Dames, 75009 Paris France
- Email address: serviceclient@leetchi.com
- Telephone: +33 (0)9 72 44 41 67

The Organiser or Beneficiary User who disputes a payment transaction that he/she has not authorised or that has been incorrectly executed must contact Customer Support as soon as possible after the discrepancy has been discovered and no later than thirteen (13) months after the transaction has been registered as debited from the payment account associated with the Fund otherwise it will be time-barred. On receipt, the Agent will convey the objection to the PSP as quickly as possible. Unless there are good reasons to suspect fraud, the PSP will reimburse the account holder for the amount of the payment transaction immediately after receiving the dispute request, and in any event no later than the end of the first working day following receipt. The PSP will restore the payment account to the state in which it would have been if the unauthorised or incorrectly executed payment transaction had not occurred.

If the PSP performs a transaction incorrectly, the payment order concerned is repeated by the PSP as soon as it is instructed by the Organiser or the Beneficiary User.

If the unauthorised payment transaction has been initiated through the mediation of a payment service provider providing payment initiation services, the PSP will immediately reimburse the payment transaction, no later than the end of the first working day after. The PSP will restore the Fund to the state in which it would have been if the disputed payment transaction had never been performed.

If an unauthorised payment transaction results from the loss or theft of the login details, the Organiser or Beneficiary User will bear the costs associated with the use of the login details, up to a limit of fifty (50) euros, until the PSP receives the objection described in Article 6.3.1. The payment transactions performed subsequently will be borne by the PSP, except in the case of fraud committed by the Organiser or Beneficiary User. The Organiser or Beneficiary User is not, however, liable in the event of:

- An unauthorised payment transaction performed without use of the login details;
- An inability to detect the loss or theft of the login details prior to payment;
- A loss of the login details due to the actions or failure of an employee, agent or service provider of the PSP.

PSP is not, however, liable for any losses occurring due to unauthorised payment transactions due to force majeure, fraudulent acts committed by the Organiser or Beneficiary User, any fault committed by the latter such as wilful neglect or neglect constituting gross negligence of his/her obligations (such as, in particular, late submission of the objection).

Claims relating to the prices of the products purchased will not be accepted by the PSP or the Agent. Only claims relating to payment transactions are covered by this article. The PSP and the Agent remain outside any commercial disputes that might arise between the Users and the partner. The existence of such a dispute does not under any circumstances authorise them to refuse to process a payment transaction.

6.4. Reporting payment transactions and storage

The Organiser may at any time obtain a detailed online statement of the payment transactions that he/she performs.

After each transaction has been performed, the Organiser will receive the following information:

- A reference used to identify the transaction concerned (contribution payment, contribution reimbursement, product purchase or withdrawal made by the Organiser from the Fund, etc.);
- Where applicable, information relating to the parties involved in the transaction (for example, the identity of the partner from which the purchase was made, etc.);
- The amount of the transaction concerned;
- The detailed amount of any applicable fees;
- Where applicable, the date on which the corresponding payment order was received and/or the date on which the funds are transferred.

7. Duration – termination of the Contract

7.1. Duration

The Contract is concluded for an indefinite period and comes into force on the date on which it is completed.

The Contract completion date corresponds:

- For Users without profiles: to the date on which they make their first contribution, which implies express acceptance by the User of the terms of the Contract;
- For Users with profiles: to the date on which their profile was created, which implies express acceptance by the User of the terms of the Contract.

7.2. Termination

The User may, subject to providing advance notice of 30 (thirty) calendar days, terminate the Contract at any time. In order to do this, he/she must provide Customer Service with notification.

The PSP or the Agent may terminate the Contract subject to providing advance notice of at least two months without the need to justify their decision. Termination entails deletion of the login details and,

where applicable, the reimbursement to each Participant of their respective contributions less any fees due and rendered immediately payable owing to the termination of the Contract.

In the event of gross negligence, fraud, or unpaid liabilities on the part of the User, as a measure for the purposes of protecting public order, the Agent and the PSP reserve the right to terminate the Contract with immediate effect by sending an email accompanied by a special message on the User profile on the website and/or by a registered letter with acknowledgement of receipt.

Termination of the Contract on the initiative of the PSP or the Agent does not, under any circumstances, imply any right to compensation.

8. Death of the Beneficiary or the Organiser

8.1. Death of the Beneficiary:

The death of the Beneficiary may lead, if requested by the Organiser, to the cancellation of the Fund along with its associated consequences, as stated in Article 5, as soon as the PSP or the Agent has been informed of this.

Alternatively, the Organiser may, at his/her sole responsibility, in the event that the Beneficiary dies, modify the latter's identity, provided that the modification abides by the philosophy of the cause on which the intention of the participants to give to the Fund was based.

8.2. Death of the Organiser:

- If his/her death occurs before any use has been made of the Fund, this will lead to the cancellation of the Fund along with its associated consequences, as stated in Article 5, as soon as the PSP or the Agent has been informed of this. The death of the Organiser will also lead to the closing of the payment account.
- If his/her death occurs after the Fund has collected at least one contribution, the Organiser's profile will be preserved after the death for a period of time necessary for settling the estate. The PSP will ensure that the available payment account balance is paid with the agreement of the beneficiaries or the lawyer in charge of the inheritance. It is also expressly agreed that the PSP may collect any fees or commission, the amount of which will be determined by the applicable regulations, on an annual basis, and which will be deducted from the credit balance of the payment account. The PSP may proceed to terminate the Contract when the account balance reaches zero.

9. Modification of the Contract

The Agent or the PSP reserves the right to modify the Contract at any time with the understanding that these modifications will not affect those funds created prior to the modification coming into effect. The modified Contract is made available in an email sent to all of the Users at the address provided at the time of registration. This notification will be sent no later than two months prior to the date on which the modifications come into effect.

Any User is entitled to reject the proposed modifications and provide notice of his/her rejection to Leetchi Customer Support by writing to the following address: serviceclient@leetchi.com

If he/she fails to provide notification of rejection before the date on which the modifications come into effect, the User is deemed to have accepted the proposed modifications to the Contract. The relationship between the Parties after the date on which the modifications come into effect will then be governed by the new version of the Contract.

In the event of a refusal by the User, he/she has the right to obtain, free of charge, termination of the Contract prior to the date on which the proposed modification to the Contract comes into effect.

Any legal or regulatory provisions that might make it necessary to modify part or all of the Contract will apply from the date on which they enter into force, without any advance notice. The User will, however, be informed of this by email.

10. Access to the website

Leetchi reserves the right to temporarily suspend access to the website for technical or maintenance reasons without these actions establishing the right to any form of compensation.

Leetchi commits itself to limiting this type of interruption to the absolutely necessary minimum.

Leetchi commits itself to making every effort to ensure the security and confidentiality of the data exchanged as part of the usage of the website.

11. Aspects relating to the liability of Leetchi and the PSP

The PSP and Leetchi will not intervene in any way in the sale of the products. The Organiser therefore purchases products from the partners under his sole and exclusive responsibility. They do not exercise any form of control over the compliance, security, legality, characteristics and appropriateness of the products sold by the partners.

In this respect, it is the responsibility of the Organiser to find out all of the necessary information before making a purchase with full awareness of the matter.

Each of the purchases made by the Organiser gives rise to a contract concluded directly between the Organiser and the partner, from which Leetchi and the PSP remain excluded. The latter will under no circumstances be held liable for the non-performance or incorrect performance of the obligations resulting from it, or for any harm caused to the Organiser or Beneficiary User for these reasons.

Leetchi and the PSP will not under any circumstances accept any liability arising from the relationship existing between the Organiser, the participants, the Beneficiary and the Beneficiary User.

12. Leetchi's right of ownership over the website content - restricted usage licence

The content of the website may not be modified, copied, distributed, reproduced, downloaded, displayed, published, transmitted or sold in any form or using any means whatsoever, either wholly or in part, without the prior written agreement of Leetchi.

The User is authorised to use the website and the content of the website in accordance with the terms stipulated in this document. Any use of the website or its content other than that provided for in this document is strictly forbidden and may lead to the termination of this Contract on the initiative of Leetchi.

All of the trademarks and copyrights associated with the creations provided or made accessible through the website, as well as any other intellectual property rights relating to the Leetchi group, to the PSP and to the partners remains their specific property.

If, within the framework of this Contract, the User engages in activities that are likely to be prejudicial to the rights of the aforementioned entities, the other Party reserves the right to take any appropriate measures in order to terminate these difficulties. Leetchi also reserves the right to suspend or cancel the User's registration on the website or to block his/her access.

If the User discovers that the aforementioned rights have been violated, he/she is requested to report these activities by contacting Customer Support at the following address: serviceclient@leetchi.com.

13. User commitments

The User guarantees the accuracy of the elements on his/her profile and undertakes to inform Leetchi of any changes to any of these elements occurring throughout the duration of the Contract. The User declares that none of the elements in his/her website profile are prejudicial to the rights of third parties or contravene the law, the provisions of this Contract, public order or good conduct.

The User will refrain from:

- Executing the Contract in an unlawful manner or in conditions likely to damage, deactivate, overwhelm or impair the website;
- Using automated scripts for the purposes of collecting information using the website, and/or interacting with the website;
- Using the website to distribute, publish, or store any content that is illegal or prejudicial to public order and good conduct, or to the prohibitions specified in Article 27.1;
- Impersonating another person or entity, falsifying or concealing his/her identity, his/her age or creating any form of false identity whatsoever;
- Distributing personal data or information relating to a third party, such as postal addresses, telephone numbers, electronic addresses, credit card numbers, etc.;

If any of these obligations are not fulfilled, Leetchi reserves the right to take any appropriate measures in order to terminate the activities concerned. In this respect, it reserves the right to delete or withdraw any content or information that it judges to be inappropriate. It is also entitled to suspend and delete the User's login details and to prevent him/her from accessing the website, or to terminate the Contract.

Without prejudice to any legal proceedings instituted by third parties, Leetchi is entitled to bring any form of private legal action for the purposes of obtaining redress for any damage that it has incurred owing to the negligence of and/or errors committed by any Users under the Contract.

If the User becomes aware of a failure on the part of another User to comply with the aforementioned obligations, he/she is invited to give notice of these activities by contacting Customer Support at the following address: serviceclient@leetchi.com.

14. Right of withdrawal

The User has a period of fourteen (14) calendar days in which he/she may exercise his/her right of withdrawal, without the requirement to provide any justification or pay any penalty. The withdrawal period begins on the day on which the User registers on the Leetchi website, or in the case of Users without a profile, on the date on which they made their contribution.

In conformity with the provisions of L.222-13 of the French Consumer Code, the User agrees that prior to expiry of the aforementioned period, his/her contribution will be credited immediately payment account associated with the Fund and may be used in accordance with Article 5.7.

In order to exercise his/her right, the User must give notice of his/her withdrawal request within the specified time period to Customer Support by:

- Post: Customer Support, Leetchi SA, 4 rue de la Tour des Dames, 75009 Paris, France; or
- Email: serviceclient@leetchi.com

Any User wishing to exercise his/her right of withdrawal and who has already made a contribution must in the first place request the reimbursement of his/her contribution, in accordance with the terms of Article 5.6.

If he/she exercises the right of withdrawal, the Contract will immediately be dissolved provided that the User is not the Organiser on a Fund in progress.

The Organiser who wishes to exercise his/her right of withdrawal must in the first place terminate the Fund that he/she has created, in accordance with the terms of Article 5.5 while accepting that his/her withdrawal request does not affect those funds that have already been used in accordance with the terms of Article 5.7.

15. Regulations concerning the fight against fraud and against money laundering and the funding of terrorism

The User acknowledges that in the event, in particular, of any suspicion of fraud, Leetchi or the PSP may request that the Organiser provide additional information and documentation relating, for instance, to the purpose/event associated with a fund (i) and concerning the identity of the Beneficiary (ii).

In accordance with the provisions of French and Luxembourg law relating to the participation of financial bodies in the fight against money laundering and the funding of terrorist activities, the PSP is obliged to question all Users regarding the origin, purpose and destination of any funds associated with any transaction or business relationship. It is also required to perform all necessary measures and/or obtain any documents required for identifying the holder of the payment account and, where applicable, of the Beneficiary Owner.

In conformity with the aforementioned regulations, the Agent and/or the PSP implement(s) the strong identification for the Organiser, Beneficiary or Beneficiary User as soon as the limit set by the applicable regulations has been exceeded, when they use the payment services provided by the PSP. The limits stipulated under the applicable regulations are mentioned on the website on the page relating to the Specific conditions relating to the prevention of money laundering and funding of terrorism, available here. [Why do I have to provide supporting documents?](#)

In order to implement the strong identification procedure, the Organiser or Beneficiary User must visit the website and download the required documents.

The Organiser agrees to perform due diligence in order to allow PSP to undertake a careful investigation of every payment transaction, to inform PSP of any unusual transactions relative to the transactions usually registered within the framework of this Contract and to provide PSP with any documents or information that it requires.

The Organiser agrees to perform due diligence in order to allow Leetchi to undertake a careful investigation of every payment transaction, to inform Leetchi of any unusual transactions relative to the transactions usually registered within the framework of this Contract and to provide Leetchi with any documents or information that it requires.

The Organiser acknowledges that the PSP or Leetchi has implemented surveillance and vigilance measures aimed at advancing the fight against money laundering and the funding of terrorist activities.

The User acknowledges that the PSP or Leetchi is at any time entitled to terminate or suspend the use of user details, access to a fund, performance of a contribution, the purchase of a product, the implementation of a donation or a withdrawal, in the absence of insufficient elements regarding the identity of the Organiser and/or the Beneficiary, regarding the purpose/event declared when the fund was created, regarding the nature of the Fund, etc. The User is informed that a payment transaction may be subject to the exercising of the right to communication of the French national financial intelligence unit.

The User may, in accordance with the regulations, gain access to all of the information conveyed in this context with the proviso that this right of access does not jeopardise the objectives of the fight against money laundering and the financing of terrorism when that data relates to the person making the request.

No legal action or civil liability proceedings may be instituted or any professional sanction pronounced against the PSP or Leetchi, its directors or its agents who report their suspicions to the national authority in good faith.

16. Protection of personal data

The Parties collect and process all personal data in accordance with the currently applicable regulations governing the protection of that data, and in particular the amended Law no. 78-17 of 6 January 1978 and the European Regulation 2016/679 of the European Parliament and Council of 27 April 2016.

The personal data required during registration and when using the website are necessary for providing the User with the services. In the event that any of the compulsory personal data has not been provided, the User may be refused access to the services.

Within the framework of the crowdfunding mediation services and publishing of the website, Leetchi acts as the data controller for any personal data processed. The PSP and Leetchi are jointly responsible for any processing performed as part of the payment services.

The User is informed that the personal data are collected for the following purposes: the provision of the services described in this Contract; the fight against money laundering and the funding of terrorism; the fight against fraud; the processing of information and claims requests; the compilation of statistics. This processing is also necessary, in particular, for the performance of the Contract as well as for compliance with the legal obligations to which the data controllers are subject.

The personal data relating to the User are also used for the purposes of marketing or commercial canvassing relating to similar products and services provided by Leetchi. The User may at any time object to receiving such emails by clicking on the link provided for that purpose at the end of each message or by submitting its request to Customer Support.

The personal data will not be conveyed to any third party without the express agreement of the User. The User is, however, informed that the personal data are conveyed to Leetchi or the PSP's subcontractors, for the purposes of attaining the previously mentioned objectives. The aforementioned subcontractors will act only on the instructions of PSP or Leetchi and exclusively on behalf of the latter. It is stated that a number of the subcontractors are located outside the European Union.

The User may obtain the list of subcontractors by submitting a request to Customer Support. It is noted that Leetchi and the PSP ensure that their subcontractors take every measure necessary in order to maintain the security and confidentiality of the personal data. In the event of a violation of the personal

data (loss, intrusion, destruction, etc.) involving a high level of risk for the User, he/she will be informed of this.

The PSP and Leetchi reserve the right to release personal data if requested to do so by a legal authority for the purposes of complying with any laws or regulations currently in force, in order to protect or defend the rights of the website or of those of the Users, if there are compelling circumstances justifying it, in order to protect the security of the Users, the website and the public.

The personal data belonging to the Users processed by the PSP and by Leetchi within the framework of the services provided in accordance with this Contract will be stored for the period of time that is strictly necessary in order to attain the objectives mentioned above. Barring any laws or regulations to the contrary, the personal data will not be stored beyond the date on which the termination of the contract comes into effect. It is, however, stated that the personal data relating to the identification of the User will be stored for a period of five years from the end of the contractual relationship, under the applicable legislation regarding the fight against money laundering and the funding of terrorism.

The User retains the following rights in relation to his/her personal data, in accordance with the terms specified by the regulations: right of access, right to rectification, right to object, right to be forgotten, right to restrict processing and right to data portability. The User may at any moment exercise his/her rights by contacting Customer Support. His/her request must state his/her surname, name, user details, and be accompanied by a photocopy of an identity document bearing the signature of the User. A reply will be sent to the User within a period of (1) month following receipt of the request. This period may be extended by up to (2) months if your request is particularly complex or if there are a large number of requests. In this case, the User will be informed of the extension and the reasons for the deferment within a period of (1) month following receipt of the request.

The User is informed that he/she has the right to lodge a complaint with the CNIL (French Data Protection Authority) in relation to any request associated with his/her personal data.

If the User presents his/her request in electronic form, the response will be given in electronic form, unless the User expressly requests that it be delivered in another form.

Additional information regarding the processing of personal data performed within the framework of this Contract and the rights of the Users is available in the privacy policies of Leetchi (accessible on the website) and the PSP (accessible on the website www.mangopay.com).

17. Professional secrecy

The PSP and Leetchi are bound to maintain professional secrecy. This secrecy may, however be lifted, in accordance with the currently valid legislation, under a regulatory and prudential legal obligation, in particular owing to a request made by the supervisory authorities, tax and customs authorities, or by a criminal judge or in the event of a court order notified to PSP or Leetchi. In addition to the above, the User has the option of relieving the PSP and/or Leetchi from professional secrecy by expressly informing them of those third parties authorised to receive confidential information relating to him/her.

It is noted that professional secrecy may be lifted by the impact of regulations to the benefit of the companies providing PSP or Leetchi with important operational functions within the framework of this Contract.

18. Force majeure

The Parties will not be held liable or regarded as having failed under the terms of this Contract in the event of a delay or non-performance when their case is related to force majeure as defined by Article 1218 of the French Civil Code and French case-law.

19. Independent of the contractual provisions

If any one of the provisions of this Contract is held to be void or inapplicable, it will be deemed unwritten and will not affect the validity of the other provisions.

If one or more of the provisions of this Contract lapses or is/are declared to be such in accordance with a law, a regulation or owing to a final judgement delivered by a competent court, the other provisions will retain their full force and effect. The provisions declared void and invalid will then be replaced by provisions that most closely correspond to the provisions originally agreed in terms of their meaning and effect.

20. Protection of funds

The funds credited to the payment accounts are deposited at the end of every working day in a holding account opened with a bank in accordance with the terms defined by the applicable legislation. The funds insulated in this way (i) are not part of PSP's own assets and are exempt, for the sole benefit of the Users, from any claims made by PSP's other creditors and (ii) are not considered part of the fund of assets held by PSP in the event of official receivership, bankruptcy or any other situation of concursus creditorum relating to the latter.

21. Non-transferability

The Contract may not be transferred in whole or in part by the User, either in return for payment or free of charge. It is therefore forbidden to transfer any of the rights or obligations held by him/her under this Contract. If this prohibition is violated, in addition to immediately terminating the Contract, he/she may be held liable by the PSP or the Agent.

22. Fees

Any participant may use and manage his/her contributions free of charge using the website.

Furthermore, Leetchi, in its capacity as Agent, will charge the Organiser fees corresponding to all of the services provided within the terms of this Contract. These fees represent a percentage of the total amount made available to the Organiser in order to complete the project, rounded up to the nearest euro cent as appropriate. This percentage is stated in the Pricing Conditions on the 'Prices' page on the website. They may be modified at any time on notification, in accordance with the terms of Article 9, provided that two months' notice has been given.

The Organiser is informed that when he/she purchases a product from a partner, the latter transfers a commission to him that is directly assigned for compensating the PSP, the Agent and Leetchi for the provision of their respective services under the terms of the Contract. The PSP and the Agent may also receive a commission for business procurement.

The fees will be paid at the moment when the Fund is used, the payment account being debited by the corresponding amount by the PSP.

23. Proof ageement

All of the data stored in a permanent, reliable and secured manner in the database administered by Leetchi and the PSP relating in particular to the payment orders and confirmations received by the

Users, the notifications sent, access, withdrawals, reimbursement as well as the PSP and the Agent's accounting records will constitute complete proof between the Parties in the absence of any contrary proof provided by any means by the User.

24. Claims

Any request for information or any claims relating to the Contract must be made with Customer Support:

- Either by telephone by calling Customer Support at the following number: +33 (0)9 72 44 41 67 (service open Monday to Friday 10am-12 noon and 2-5 pm),
- Or by post: Customer Support, Leetchi SA, 4 rue de la Tour des Dames, 75009 Paris, France
- Or by email: serviceclient@leetchi.com

Responses to claims relating to payment services will be provided as quickly as possible and no later than fifteen (15) working days after the claim has been received by the PSP. Nevertheless, for reasons beyond its control, the PSP may find that it is unable to respond within this fifteen (15) day period. In this case, it will provide the payment account holder with a response specifying the reasons for the additional delay as well as the date on which it will send the final response. In any event, the holder will receive a final response no later than thirty-five (35) working days after the claim has been received.

25. Mediation

In the event that a legal dispute with PSP or with Leetchi relating to services provided or the performance of the Contract for one month from the date that a claim was sent to Customer Support and after all internal remedies have been exhausted, the User has the right to appeal to the mediator, within a period of one (1) year from the date of the claim, in a letter sent by post to:

- For any requests addressed to PSP: the procedure is described at the following link: <http://www.cssf.lu/consommateur/reclamations/>. For further information, the User is invited to visit the PSP's website (www.mangopay.com).
- For any requests addressed to Leetchi: the mediator's contact details are available on the website.

The use of mediation is made without prejudice to other forms of legal action. It is not, however, permitted to appeal to the mediator if the request is manifestly unfounded or improper, if the dispute has already been examined or is being examined by another mediator or by a court, if the request made to the mediator is presented more than one year after the written claim has been submitted to the professional, and if the dispute does not fall within the mediator's field of expertise.

Any appeal to the mediator suspends the limitation period for legal proceedings in accordance with the applicable regulations.

The observations and statements collected by the mediator may not be presented or invoked in the context of any proceedings other than those relating to the mediation without the agreement of the Parties.

The mediation procedure is provided free of charge.

26. Applicable law and competent court

Except in the event that a law of public order (which will only apply within the strict limits of its purpose) applies, it is expressly stated that the Contract is subject to French law and that any disputes arising between the Parties under the Contract will be subject to the jurisdiction of the competent French courts.

27. Website usage policy

27.1. Prohibited activities

It is forbidden to create a Fund or to use the website for any purposes that are directly or indirectly, explicitly or implicitly, related to any of the prohibited activities mentioned below.

Leetchi therefore reserves the right to terminate or suspend any fund directly or indirectly associated with a prohibited activity. In such circumstances, Leetchi will be entitled to reimburse the participants.

Any activities that, either directly or indirectly, may have the following effects are prohibited, including activities:

- Contrary to (i) public order, (ii) good conduct, or (iii) the applicable legal and regulatory provisions.
- That promote or facilitate participation in illegal activities.
- Whose nature may be directly or indirectly injurious, defamatory, racist, xenophobic, sectarian, homophobic, sexist or revisionist.
- Degrading or harmful to individual persons, their dignity, their integrity, to equality between men and women and the protection of children and adolescents.
- Promoting hatred, violence, intolerance, especially of a religious or racial nature, or the financial exploitation of crime or offences.
- Directly or indirectly inciting discrimination, hatred of a person or a group of persons due to their origin, their sexual orientation, their membership or non-membership of a particular ethnic group, nation or religion.
- Threatening a person or a group of persons or inciting harassment.
- Encouraging suicide.
- Inciting others to commit an offence, a crime or an act of terrorism or justifying war crimes or crimes against humanity.
- Related to narcotics, steroids, illegal drugs, controlled substances or any other product that might present a risk to the safety of the consumer.
- Related to tobacco products, including cigarettes.
- That infringes or violates copyright, a trademark, intellectual property, image copyright or the right to privacy, or any other property rights under the laws in force in the courts of a given country.
- Of an erotic, sexual or pornographic nature, or offering or promoting prostitution services.
- Related to firearms, ammunition, explosives and certain firearm parts or objects associated with firearms, as well as bladed weapons.

- Related to the trade in precious metals and precious stones.
- Related to online gambling and betting prohibited by the regulations, in particular casino games, sports betting, horse or dog racing, animal fighting, sports games, lottery tickets or other activities facilitating gambling, games of skill and chance, and sweepstakes.
- Involving the giving or receiving of payments in the context of corruption or fraud.
- Involving the funding of militias.
- That divulges information belonging to a third party in contravention of the relevant law.
- That supports pyramid schemes, Ponzi schemes, matrix programmes or any other 'get-rich-quick' type promotion.
- Related to crypto-currency, or unregulated or prohibited financial activities.

Furthermore, it is expressly forbidden to use the services associated with the website in order to (i) make payments for the purchase of goods or services, with the exception of products, and (ii) pay any fines, fees and compensation determined within the context of a legal ruling.

It is stated that funds organised in order to assist with the legal defence costs incurred by an individual, such as lawyer's fees, are permitted, provided that evidence of this is produced when the request for disbursement of funds is made.

27.2. Violation of the usage policy

The PSP and Leetchi encourage you to report any violation of the website usage policy. If you have the least doubt concerning the nature of a transaction, you can write to the following address: serviceclient@leetchi.com.

28. Language

By mutual agreement, the Parties choose to use French for the duration of the pre-contractual relationship.

The Contract has been concluded in the French language.

29. Coming into effect of the General Terms and Conditions

These General Terms and Conditions come into effect on:

- 31 October 2019: for any new Users who have not created a profile before this date;
- After a period of two months has expired following his/her publication on the website: For Users who have created a profile before 31 October 2019.
- The previous GTC are available on the page: ["Anciennes Conditions Générales D'utilisation"](#)