

**GENERAL CONTRACT TERMS AND CONDITIONS APPLICABLE TO THE BRIDGE POWERED BY BANKIN' ACCOUNT AGGREGATION, ACCOUNT INFORMATION AND INITIATION PAYMENT SERVICES USED BY USERS****INTRODUCTION**

In connection with the services you are currently using, you are about to sign up for the *Bridge powered by Bankin'* service, for which we thank you.

Before explaining the general terms and conditions applicable to the services, please bear the following five important points in mind:

- *Bridge powered by Bankin'* enables users to securely connect their bank accounts to the services they wish to use.
- We are a French company that has been trading since 2011 and our aim is to make it easier to manage the finances of our retail and business customers. Several million customers already trust us in Europe.
- We are authorised and regulated by the ACPR / Banque de France (the French banking and insurance regulator) and are one of the select companies that has been granted the authorisation required to operate as a Payment Institution. Your bank cannot object to you using our services.
- Your bank details belong to you. You may revoke banking connections and delete data at any time and remain in control of your information.
- Data confidentiality is an absolute priority. We comply with the French Data Protection Act (*loi informatique et liberté*), the European Payment Services Directive and the General Data Protection Regulation.

**THESE GENERAL TERMS AND CONDITIONS APPLY BETWEEN:**

Of the second part.

**Perspecteev**, a *société par actions simplifiée* (simplified limited company) whose legal notice is available [here](#) (hereinafter **the Company**). The Company makes the Bridge API tool available to its partners, thus enabling them to offer the *Bridge powered by Bankin'* service to their customers (hereinafter, the **Users**). The *Bridge powered by Bankin'* service is an online tool that can be used to manage bank accounts, finances and assets and payment initiation (hereinafter, the **Services**). As provider of the Services, the Company is an "account information service provider" and a « payment initiation service provider » within the meaning of [European Directive No. 2015/2366 of 25 November 2015 on payment services](#) (hereinafter, the **Payment Services Directive**) and Article L. 314-1 II 7° and 8° of the French Monetary and Financial Code,

Of the first part,

and

Any individual who submits Authentication Data when entering into the GCTC and who is referred to as a "**User**",

**IT IS PREVIOUSLY AGREED AS FOLLOWS:**

The Company is a founding member of the France Fintech, an association created in June 2015 to represent companies using innovative operational, technological or economic models with the aim of addressing existing or emerging problems within the financial services industry (more information is available at [www.francefintech.org](http://www.francefintech.org)), and of a group representing European bank aggregators (*European Account Information Services*).

Perspecteev (hereinafter **the Company**) publishes aggregation, information and payment initiation services relating to Payment Accounts and Other Assets marketed under the brand name *Bridge powered by Bankin'* (hereinafter, the **Services**). More generally, *Bridge powered by Bankin'* is an account information and payment initiation service (*service d'information sur les comptes et d'initiation d'opérations de paiement*) within the meaning of the EU Directive of 25 November 2015 on payment services and Articles L. 133-40 and L. 133-41 of the French Monetary and Financial Code (*Code monétaire et financier*).

The Company is therefore authorised as a payment institution by the *Autorité de Contrôle Prudentiel et de Résolution* (French banking and insurance regulator) – 4, place de Budapest – CS 92459 – 75436 Paris cedex 9 – France, under number 16918P, which can be consulted on the [www.regafi.fr](http://www.regafi.fr) website.

In order to provide the Services, the Company has published a programming interface called "Bridge API".

You (the **User**) would like to sign up for the Services so that a service provider with whom You have entered into a business relationship can use said services to facilitate the provision of the services it provides to You. This service provider will therefore become a "*Third-party User*". You are hereby informed of the fact that the Services will be provided by the Company exclusively to the Third-party User designated by You. Should You wish to access the Account Aggregation, Account Information concerning Payment Account and Others Assets and Payment Initiation Services yourself, You are invited to sign up directly for the services of your choice offered by the Company under the name "Bankin", via the [www.bankin.com](http://www.bankin.com) website.

The Company and You (hereinafter referred to as either a **Party** or collectively as the **Parties**) have therefore agreed to the present general contract terms and conditions in relation to the Service (hereinafter, the **GCTC**).

## 1 DEFINITIONS

The capitalised terms and expressions used herein, whether used in the singular or the plural, have the meanings attributed to them below, except where it is clear from the context or from a specific provision that the relevant meaning does not apply to the relevant provision.

**"Account Aggregation Service"** Means the service consisting of the consolidation in the Online Banking Space of all information relating to Payment Accounts and Other Assets held by one (or more) Account Servicing Payment Service Provider.

**"Account Information Service"** Means a payment service within the meaning of Article L. 314-1 II 8° of the French Monetary and Financial Code consisting in providing consolidated information relating to Payment Accounts and Other Assets held by one (or more) Account Servicing Payment Service Providers.

**"Account Servicing Payment Service Providers"** Means the payment service providers authorised in a European Union Member State, which issue Authentication Data that must be used to access Payment Accounts and potentially Other Assets online.

**"Authentication Data"** Means an identifier and a password – potentially associated with a strong authentication protocol – issued by a Service Provider and enabling the access to information relating to an Online Banking Space.

**"Bridge API" or "Interface"** Means the interface hosted by the Company, which You can access in order to sign up for the Service and enter Authentication Data.

**"Data"** Means all the User's data which includes the data relating to the User's Payment Accounts and Other Assets, the data accessible from the interfaces provided by the Account Servicing Payment Service Provider, as well as the data defined below (Access Data, Identification Data, Personal Data).

**Online Banking Space** Means the entire interface maintained by an Account Servicing Payment Service Provider that You can access online using Authentication Data issued by the concerned Service Provider.

**"Other Assets"** Means all the financial assets, savings and banking products (including credit facilities) that You can access online using Authentication Data issued by a Service Provider.

**"Other Institution"** Means any company other than an Account Servicing Payment Service Provider, which issues Authentication Data that can be used exclusively to access Other Assets online.

**"Payment Account"** Means any account held by an Account Servicing Payment Service Provider that meets the definition provided in Article L. 314-1 II of the French Monetary and Financial Code, which You can access online using Authentication Data issued by the Service Provider.

<b>“Payment Initiation Service”</b>	Means a payment service within the meaning of Article L. 314-1 II 7° of the French Monetary and Financial Code consisting in initiating a payment order at the request of a payment service User with respect to a payment account held at a Service Provider.
<b>“Personal Data”</b>	Means all personal information concerning an individual User whose identity is or can be established, directly or indirectly, with reference to an identification number or to one or more details specific to that person.
<b>“Services”</b>	Means the account aggregation, account information on Payment Accounts and Other Assets and payment initiation services provided by the Company and marketed under the brand name <i>Bridge powered by Bankin’</i> .
<b>“Service Providers”</b>	Means the Account Servicing Payment Service Providers and the Other Institutions.
<b>“Solution”</b>	Means the Interface and associated IT services provided by the Company.
<b>“Third-party User(s)”</b>	Means the role of user of the Services expressly allocated to one or more Third-party Users by a customer who signs up for the Service (and who therefore becomes a User).
<b>“User”</b>	Means an individual who has entered into the GCTC with the Company and appointed the Third-party User in such capacity.

## 2 PURPOSE

These GCTC govern the Service for which You sign up and the appointment by You of a Third-party User to act in such capacity.

## 3 SIGNING UP FOR THE SERVICES

Users sign up for the Services via the Interface accessible on the Third-party User’s website or the application. You and the Company will enter into a contractual relationship upon validation of the subscription process.

You can unreservedly accept these GCTC through a process designed to ensure its integrity. You are first

informed in a precise and transparent manner about the service provided by *Bridge powered by Bankin’* and the processing of your personal data by the information statement available [here](#). You may then confirm your reading and acceptance of the GCTC by completing the subscription process. All of the provisions of the GCTC will be enforceable against You from that time.

If any of the clauses of the GCTC should be declared null, invalid or without effect, for any reason whatsoever, the other clauses will remain in full force and effect, except in the case the nullity of one or more essential clauses of the GCTC and / or the interdependence of the contractual stipulations would likely result in the cancellation of all or part of the GCTC.

Please note that when signing up for the Services, You may provide the Company with your e-mail address when necessary. The GCTC are available for downloading on a durable medium (in PDF format) during the subscription process on the Interface or directly on the Company’s website and can be requested by e-mail at the following address: [support@bridgeapi.io](mailto:support@bridgeapi.io).

When the User subscribes to the Services on behalf of a third party(ies) (including legal entities), it certifies on its honour that it has been duly authorised to do so and that it is empowered and has all the necessary authorisations to authorise the Company to provide the User with the Services on the concerned third-party(ies)’ behalf.

In this respect, under the terms and conditions hereby, any reference to the User, its Authentication Data, its Data or its Personal Data for example, expands, by extension and in order to comply with the applicable legislation, to the third-party who authorised the User to act on its behalf.

Therefore, the User fully warrants the Company against any consequence resulting from (i) complaints from third-parties (including legal entities) about this authorisation and/or (ii) in the event of fraud caused by the User itself.

## 4 ACCOUNT AGGREGATION AND ACCOUNT INFORMATION SERVICES

### 4.1 Overview of the Account Aggregation Service and Account Information Service

The Account Aggregation and Account Information Services enable You to appoint a Third-party User to access all information available on your Online Banking Space as part of its business relationship with You.

The information collected by these services includes:

- The name of the Service Provider;
- the name of the Payment Account or Other Asset;
- the balance of the Payment Account or Other Asset;
- all transaction data (clean and raw), including the relevant amounts and dates;
- relevant debit/credit information;
- any additional information available (allocation of assets, information on credit, investments, assets, etc.); and
- Your identification data (surname, first name, date of birth, etc. when available).

Bridge API is managed by secure technology which allows the Company to provide the Services to the Third-party User without the latter being able to access the Authentication Data.

Once You have entered your Authentication Data on the Interface and the associated information on the Online Banking Space has been synchronized, the Account Aggregation and Account Information Services will record and automatically update such information.

In any event, the Company can only connect to the Account Information Service the Data for which the relevant Service Provider has granted You an access from Your Online Banking Space.

As part of the Account Aggregation and Information Services, the Company will connect to the website or IT systems of the Service Providers designated by You and retrieve raw Data relating to You and / or accessible from the Online Banking Space, reorganise it in a structured manner and, as the case may be, identify the User.

Then, the Company makes available this information to a Third-party User who has the responsibility to use this information as expressly requested by the customer, *i.e.* You. The Company is in no way responsible for the manner in which the Third-party User uses this data and You must ensure that the data is used as per your request. The Company will not use, access or store Users' Data for any purpose other than to provide the Account Aggregation and Information Service to the Third-party User, unless the Third-party User specifically requests otherwise.

#### 4.2 List of eligible Service Providers

The consolidation of information by the Account Aggregation Service and the Account Information Service and its automatic synchronisation is solely available for the Service Providers listed by the Company. An updated list of these eligible Service Providers can be obtained directly from the Interface.

In the event that the Account Aggregation Service and the Account Information Service could no longer be provided for a given Service Provider, the Company will use its best efforts to notify the Third-party User as soon as possible of any changes to the list that may concern them.

## 5 PAYMENT INITIATION SERVICE

### 5.1 Overview of the Payment Initiation Service

The Payment Initiation Service enables You to initiate a payment order from a Payment Account connected on the Interface to a beneficiary account.

Under this service, the information retrieved from the Online Banking Space is the name, the balance and the IBAN of the Payment Account or Other Asset, as well as the list of beneficiary accounts pre-registered on the Online Banking Space.

### 5.2 Order payment initiation

The information collected to initiate a payment order is:

- the amount of the payment;

- the account (or Other Asset) that You wish to debit among those for which You have previously entered the Authentication Data;
- the recipient account.

To confirm the initiation of the payment order, You must validate all of the above information (amount, debit account, recipient account) and enter your secret banking password (or use any other alternative device you have chosen).

Entering the secret banking password (or using the alternative device) manifests the User's irrevocable consent to the payment request.

If the Service Provider applies strong customer authentication, the Company will comply with this requirement (for example, by entering a "one-time password" sent by SMS by the Service Provider).

The Company informs You via the Interface of the correct receipt of the payment initiation request by You or the Service Provider and recaps the information connected to the payment (amount, debit account, recipient account and description).

Where applicable, the Company shall notify You via the Interface of any refusal to initiate the payment order and the reason for such refusal, unless prohibited by law.

You are also invited to consult the payment transactions performed by the Service Provider to ensure that the payment concerned has been correctly executed.

When You use the Payment Initiation Service, the Company warrants that:

- the funds are not held at any time by the Company;
- Your data remains fully secured and is only transmitted to the Service Provider for the purposes of the concerned payment initiation request;
- no Data other than that required to execute the payment initiation request is requested;
- the Data is neither used, nor consulted or stored for purposes other than the concerned payment initiation request.

### 5.3 Contestation of a payment initiation

Please note that if You wish to contest a payment initiation, You must contact your Service Provider as soon as possible after You become aware of the anomaly and no later than thirteen (13) months after the payment transaction has been recorded in the account.

## 6 SYNCHRONISATION OF PAYMENT ACCOUNTS AND OTHER ASSETS

When using the Solution, the User must proceed to the synchronisation of each Payment Account and/or Other Asset.

For this purpose, You must select the Service Provider of the relevant Payment Account(s) or Other Asset(s) and then enter the Authentication Data corresponding to this Payment Account and/or Other(s) Asset(s) on the Solution's secure interface.

Please note that Authentication Data must be sent directly by You to the Company. No Third-party User must be involved or allowed to view the Authentication Data.

These access terms and conditions are specified solely by way of guidance and are liable to change in line with applicable legislation, particularly according to the French legal rules that transpose the Payment Services Directive referred to above and the Regulatory Technical Standards imposed by the European Banking Authority on strong authentication and secure communication between payment service providers.

The Company agrees to fully review and update the terms and conditions according to which Payment Accounts may be registered on the Solution's secure interface to immediately comply with any new provisions that enter into force.

## 7 APPOINTMENT OF A THIRD-PARTY USER

All Users must accept these GCTC before any use of the Services by the appointed Third-party User(s)

Depending on the service provided by the partner with whom You have entered into a business relationship, You may simultaneously appoint several distinct Third-party User.

Please note that Third-party Users are only permitted to use the Services for so long as You appoint them as Third-party Users. Furthermore, the Company carries out regular checks to ensure that the relevant Third-party User(s) is (are) still authorised to act in such capacity.

Should You wish to refuse the renewal or terminate a Third-party User's authorisation, You may notify the Company and the Third-party User. The Third-party User must then acknowledge and accept that the Services will no longer be available in relation to You upon receipt of the request by the Company.

## 8 LEGAL OBLIGATIONS

According to anti-money laundering and terrorism financing obligations, when using the Payment Initiation Service, the Company reserves the right to ask You for any proof of identity or economic situation enabling it to justify the conformity of the operation initiated by You, in particular:

- a valid official identity document with photo (national identity card or passport);
- a proof of residence dated less than three (3) months ago (e.g. such as electricity, water, gas, fixed telephony, internet bill or latest tax notice);
- a certificate of incorporation for legal entities and any supporting document allowing the identification of a possible beneficial owner;
- all supporting documents allowing the control of the operation initiated.

If supporting documentation is requested by the Company, Your access to the Services may be restricted until the said documents have been sent. If You do not respond, the Company reserves the right to terminate Your User's account without notice.

## 9 TERM

These GCTC shall apply for an indefinite period of time from the day they are accepted by You.

## 10 AMENDMENT – TERMINATION

### 10.1 Amendment

The Company reserves the right to amend these GCTC, in particular to adapt them to the evolutions of the Services or the evolution of the legislation in force.

The Company shall communicate any new version of the GCTC on a durable medium at least two (2) months before the date on which the amended GCTC are due to take effect.

You will be deemed to have accepted the new version unless you notify the Company of your disagreement before the date on which the new version GCTC are due to take effect.

If You do not accept the new version, You may terminate the GCTC, without charge, before the date on which the new version of the GCTC are due to take effect, by accessing the Interface via the Third-party User's website or application, or by contacting the customer service department by e-mail at [support@bridgeapi.io](mailto:support@bridgeapi.io).

Accordingly, if You continue to use one of the Services after the amendment has taken effect and You do not terminate the GCTC, the Company must not be held liable under any circumstances for any damage or loss suffered in any respect whatsoever resulting from the new version of the GCTC.

In the event of a change in the applicable mandatory legislation or regulations, these GCTC will be unilaterally amended unilaterally by the Company and the amended version will take effect without prior notice, the amended GCTC being communicated to You, according to the contact modalities agreed between the Company and the Third-party User.

### 10.2 Termination by the Company

The Company may terminate these GCTC with at least two (2) months notice.

In case of legislative or regulatory evolutions that prevent the Company from continuing to provide the Services, the Company may terminate these GCTC at any time.

In case of a breach by You of one or more of your obligations under the GCTC, the Company reserves the right, as soon as the breach(es) is/are discovered, without notice or right of compensation:

- To suspend the Services. In this case, the access to the Services may only be restored after You have effectively remedied the concerned breach(es); or
- If the breach(es) is/are serious and / or repeated, to terminate these GCTC. This may include, in particular, cases of misuse of the Services.

In any case, The Company immediately informs You of the termination of these GCTC according to the contact modalities agreed between the Company and the Third-party User



### 10.3 Termination by You

If the GCTC are terminated by You, access to the Services will be immediately interrupted and all Data relating to the use of the Services as well as the information that has been downloaded and stored will be destroyed on the effective date of termination of these GCTC (with the exception of any information that must be retained by the Company in respect of its legal obligations, particularly in the anti-money laundering and terrorism financing obligations). This operation will be definitive.

No refund or compensation will be issued or paid on any grounds if these GCTC are amended or terminated.

## 11 PROFESSIONAL SECRECY

In accordance with the provisions of Article L. 522-19 of the French Monetary and Financial Code, the Company is bound by professional secrecy.

However, it follows from legal provisions that this professional secrecy can not be opposed to certain authorities such as the *Autorité de Contrôle Prudentiel et de Résolution* (French banking and insurance regulator), the Banque de France, the tax or customs administration, as well as the judicial authorities acting in the context of criminal proceedings.

Similarly, professional secrecy does not prevent the Company from providing information to third parties for the purposes of certain transactions referred to in Article L. 522-19 of the French Monetary and Financial Code and in particular to third parties with whom the Company has entered into service contracts with a view to entrusting them with important operational functions.

Persons receiving information subject to professional secrecy must keep it confidential except the above-mentioned legal derogations can be applied.

Finally, You have the option of relieving the Company of its obligation of professional secrecy by expressly authorising it and on a case-by-case basis to communicate information covered by the secret to designated third parties.

## 12 PERSONAL DATA – CONFIDENTIALITY

Transparency is a core value for the Company, it is committed to respecting your privacy and undertakes to comply with the regulation in force applicable to the processing of Personal Data, in particular Act No. 78-17 of 6 January 1978 on data processing, data files and individual freedom, as amended, or any legislation amending or replacing the said law, the General Regulation on the Protection of Personal Data (EU) 2016/679 (GDPR) as well as the directives and codes of good practices issued by the CNIL (French national supervisory authority).

The Company provides You during the subscription process to the Services with an information statement on the processing of your personal data, in accordance with the regulation in force (also available [here](#)).

The Company reserves the right to modify this information statement, in particular in case of change in the processing or in the legislation in force.

The Company may not be held liable under any circumstances for processing operations carried out by a Third-party User as part of the service it provides to You (service separate from payment services).

You undertake to comply with any Personal Data regulation. In particular, You assume responsibility for the preservation and confidentiality of your Personal Data, as well as any liability for the consequences of their possible disclosure to anyone.

## 13 SECURITY

You declare that You are aware of the nature and technical characteristics of Internet and mobile telephone networks, and You accept their technical constraints and the response times necessary to access, retrieve or transfer data relating to the Services and the associated risks.

You are therefore solely responsible for the use and implementation of measures to secure, protect and safeguard your hardware, software and Data. In this regard, You undertake to take all appropriate measures to protect your own Data.

You undertake not to do anything that might compromise the security of the Company's systems. The Services constitute automated data processing systems. Unauthorised access and any alterations to these systems are prohibited and subject to criminal prosecution.

## 14 INTELLECTUAL PROPERTY

The Company is the exclusive owner of all the intellectual property rights in the Services, the Solution, the associated brands and all their components, in accordance with the provisions of the French Intellectual Property Code (*Code de la propriété intellectuelle*).

Subscribing to the Services does not grant You any proprietary rights on the Solution or any of its components, which are and shall remain the Company's exclusive property.

You have no rights over the Solution and/or any of its components, or any right other than those granted hereunder. You are therefore not permitted to sell, lend, pledge, licence, market, adapt, modify, transform, decompile, reproduce or even internally develop the Solution and/or any elements related to the Services.

Accordingly, You agree not to carry out, and to hold the Company harmless against, any act or activity likely to directly or indirectly violate the Company's intellectual property rights.

## 15 NON-ASSIGNABILITY

You are not permitted to assign these GCTC in whole or in part, for valuable consideration or without charge. Should You fail to comply with this prohibition, the GCTC will be immediately terminated by the Company and You could be held liable.

## 16 COMPLAINTS – CUSTOMER SERVICE

For any technical, administrative or commercial questions or issues relating to the processing of your Data or the Services and any complaints concerning the use of the

Solution, You may first contact the Third-party User's customer service department at the address given by the latter.

If need be, the Third-party User can contact or send the User back to the Company at [support@bridgeapil.io](mailto:support@bridgeapil.io) or by post at the address of the Company's registered office as mentioned [here](#). Should You contact the Company, please give the e-mail address You provided when signing up for the Services.

If contacted, the Company acknowledges receipt of any request within ten (10) days, unless it has already responded to You within this timeframe.

The Company will make its best efforts to resolve any complaint within two (2) months of receipt thereof.

You will be kept informed regularly of the progress of the processing of your complaint.

## 17 LIABILITY

### 17.1 The Company's liability

The Company is responsible for the provision of the Services; this constitutes an obligation to use its best efforts (*obligation de moyens*). The Company's liability in this connection will be limited solely to the direct damage incurred by You when using the Services, to the exclusion of all others.

You may not hold the Company liable under any circumstances for any indirect damages caused to You, including in particular loss of clients, lost profits, shortfalls in earnings or damage to your image.

The Company will not accept liability for its inability to correctly provide the Bankin' Services due to a force majeure event (as defined by Article 1218 of the French Civil Code (*Code civil*)).

The Company will not accept liability in the event the Services fails to satisfy your specific needs and requirements.

Moreover, the Company cannot guarantee that all of the Service Providers with which You hold Authentication Data are covered by its offer.

Neither the Company nor, as the case may be, its web hosts and technology providers, will be held liable for any loss or damage You may incur originating from:

- A fault on your part;
- Your non-compliance with the GCTC;
- Access to your Data by a third party authorised by yourself;
- Your fraudulent or abusive use of the Solution;
- Your breach of the confidentiality of your Data;
- Any interruption in or failure of the Services due to the malfunctioning of the Internet network, the telecommunication network or the computing network;

- An impossibility to provide the Services due to the unavailability of a connection to the Service Provider for reasons beyond the Company's control;
- Any error in the information displayed in your user account, when said error is attributable to the Service Provider, as the Company has no control over Data accessible from the Online Banking Space ;
- The inaccuracy or non-compliance of the information, products or other content, including in particular the Data You provide, concerning your Payment Accounts/Other Assets, budget, or financial situation, for which the Company is not responsible; and/or
- Your use of the information or decision support tools made available to You via the Services, as You will retain full responsibility for your decisions.

The Company will not be liable for any breach of confidentiality regarding your Data attributable to You and for the possible consequences resulting from such breach, for any reason and any damage whatsoever, in accordance with the applicable legislation.

### 17.2 Your liability

If You fail to fulfil any of your obligations under the GCTC, the Company reserves the right to suspend your access to the Services as soon as the breach is observed and without prior notice. You will not be able to access the Services until You have cured the breach in question.

You undertake to use the Services in compliance with all of the requirements set out in the GCTC and in the applicable legislation.

Should You fail to comply with one or more of the provisions and/or requirements of the GCTC, You may be held liable and You may be required to indemnify the Company for any consequences arising any complaint, legal action, lawsuit or judgment against it which is initiated by any third-party (including any persons on behalf of whom You are acting) on any grounds whatsoever, as a result thereof.

In the event of a disagreement or dispute, You must prove that You have duly fulfilled your obligations under the GCTC.

You are informed and expressly accept that You are personally liable for your use of the Services, information and tools made available to you.

You expressly accept and acknowledge that You are solely responsible for the receipt or downloading of any content obtained through the Services, and that You are fully liable for any damage or harm that may be caused to your computer systems and/or mobile telephone system as well as, where applicable, for any resulting loss of data that may result.

## 18 LANGUAGE

These GCTC were originally drafted in French. The language used between the Parties can be French or English.

**19 GOVERNING LAW – JURISDICTION**

These GCTC and all matters relating to their performance or interpretation are governed by French law, irrespective of the place of performance of the resulting obligations.

The French courts shall have exclusive jurisdiction to hear any dispute which the Parties are unable to amicably resolve.

**20 MEDIATOR**

In the event that a dispute arises between You, acting for non-professional needs, and the Company related to the execution hereof or the use of the Services, each of the two (2) Parties will endeavour to resolve the dispute amicably. If You and the Company do not reach an agreement, You have the possibility to seize for free (in accordance with Article L. 316-1 of the French Monetary and Financial Code) the Afepame mediator:

Afepame Association – Mediator  
36, rue Taitbout  
75009 Paris  
France

The outcome of the mediation shall in principle take place within ninety (90) days from the notification by the mediator of its referral to the Parties, in accordance with Article R. 612-5 of the French Consumer Code.

In the event that a Party is not satisfied with the mediator's proposed settlement, either Party may apply to the courts having jurisdiction as indicated in article 19 hereof.

However, it is reminded that the use of mediation by You is only a faculty, and not a necessary precondition for referral to the judge, and that the Parties may in any case withdraw at any time from the mediation process.

Effective 21st of January, 2020

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