

General Terms and Conditions for LYF services
Version 6.3 applicable from July 2025
Modifications : Article 28 - Fees charged on inactive accounts

1. Purpose of the Contract

These General Terms and Conditions of Use for LYF services (hereinafter the "GTCU") include the pre-contractual information set out in article L. 121-20-10 of the French Consumer Code. They include electronic money services enabling Users to order payments using electronic money from partner Merchants.

They also include associated services hereinafter referred to as "LYF Program Services", such as access to information and promotional offers, selection of favorite Merchants, Merchant geolocation, and access to loyalty programs.

These GTU constitute a contract between the User and LYF. In order to subscribe to the electronic money service and associated services, you must first accept them in accordance with article 7 hereof.

2. Identity of parties

LYF: a public limited company with share capital of €15,200,000.00, headquartered at 4, rue Frédéric-Guillaume Raiffeisen 67000 STRASBOURG, registered with the Strasbourg Trade and Companies Register under No. 330 623 414, duly authorized by the Autorité de Contrôle Prudentiel et de Résolution as an Electronic Money Institution (contactlyf@lyf.eu)

User: natural person with the capacity to subscribe to the LYF service.

3. Definitions

News: any information relating to the activities of Merchants and published by them in the LYF PAY Application. Merchants are fully responsible for the News, which is in no way binding on LYF. News items do not constitute promotional offers and cannot therefore give rise to price reductions or to the granting of advantages that can be used with Merchants in application of these GCU.

LYF PAY Application or Application: program provided by LYF, downloadable and executable from the operating system of a mobile electronic device with an Internet connection (smartphone) and integrating all LYF services. The list of download platforms on which the Application is available can be consulted in the "Help" section of the website.

Payment card(s) or Card(s): bank cards (CB, VISA and Mastercard eligible for the 3D Secure security protocol) or private debit or credit cards of LYF's partners, valid and held by the user, issued by duly approved credit or payment institutions located within the European Union (except Cyprus, Malta, Croatia, Bulgaria and Monaco).

Kitty: a collection organized by a User on the occasion of an event, to which Users and non-users can contribute.

Merchant(s) or LYF Merchant(s): seller, service provider and association having subscribed to the LYF service, having the status of professional, accepting payments in electronic money issued by LYF and responsible for the Information published in the LYF PAY Application for Users. The list of these Merchants appears in the Application as well as on the LYF website.

Favorite merchant(s): feature enabling Users to select their favorite merchants as favorite merchants.

Account or Electronic Money Account: the User's account opened in LYF's books on which electronic money units are stored. Each User may only have one e-money Account.

Confidential Code: as used herein, means the code chosen by the user or the choice of identification by facial recognition or fingerprints offered by the user's cell phone.

Personalized Security Device: a device for securing access to the Application, consisting of a user ID, a confidential code and a reconnection password.

Personal Area: part of the LYF PAY Application allowing the User to access his Personal Information and his Electronic Money Account accessible on a secure platform, by entering the User's confidential code.

Merchant files: all the information provided and filled in by each Merchant, relating to their identity and activity, accessible to Users from the LYF PAY Application. This information is in no way binding on LYF.

Scan in store" functionality: functionality available from certain Merchants enabling Users to scan and pay for a selection of products via the Application, without having to go to the checkout.

Identifier: this is the User's cell phone number, enabling him/her to identify him/herself in order to initiate a payment.

Information(s): all content, whether targeted or not, put online by Merchants in the LYF PAY Application, under their sole responsibility. This includes Merchant Sheets, Promotional Offers, News and Loyalty Programs.

Personal Information(s): any confidential and/or personally identifiable information about Users, in particular: title, surname, first name, date of birth, e-mail address, postal/delivery address, telephone number.

Business day(s): day on which the User's Payment Service Providers (payer or payee) carry out an activity enabling them to execute payment transactions (transfers and reimbursements). Business days are all days of the year except Saturdays, Sundays and certain public holidays.

Electronic money: units of value, known as e-money units, each constituting a claim on the issuer, stored in electronic form, including magnetic form, and accepted as a means of payment, within the meaning of article L. 311-3 of the French Monetary and Financial Code, by third parties other than the issuing institution. It is issued against the remittance of funds, for the purposes of payment transactions as defined in article L. 133-3 of the French Monetary and Financial Code.

Reconnection password: password defined in the Application, allowing you to reset your confidential code if you forget it, or to reconnect if you change phone or reinstall the Application.

Non-User: any capable natural person not acting for professional or similar purposes who has not subscribed to the Lyf Service.

Promotional Offer(s): announcement of price reductions and advantages of any kind, defined and published by LYF in the form of vouchers (the LYF Offer). These Offers are reserved for Users on condition that they pay in electronic money using the LYF service.

Verified Profile: user profile for which identification details have been verified by the collection of proof of identity in accordance with article 9.4 hereof. Verification of identity by LYF and the status of "Verified Profile" cannot be recognized as proof or as a guarantee of identification with respect to third parties, unless specifically agreed otherwise.

Loyalty Program(s): reward system based on the frequency and amount of purchases and offered exclusively by Merchants to Users. The Loyalty Program is established by the Merchant, under its sole responsibility and is in no way binding on LYF.

LYF Program: commercial and advertising program provided by LYF, integrating all the services described in article 5 of the general conditions of use of the LYF Program. LYF reserves the right to modify the characteristics of the services at any time, or to add new services.

Reloading: operation enabling the Account to be credited with electronic money units. The loading sources are the payment card(s) previously registered.

Account Balance or Available Balance: amount of e-money units available on the User's Account without prejudice to current transactions.

User: natural person of legal age who has subscribed to the LYF Program and is not acting for professional or similar purposes (with the exception of transactions authorized by LYF for professional purposes limited to the purchase of goods and services from LYF Merchants).

4. Description of the LYF electronic money service

This service takes the form of the creation of a LYF e-money Account under the conditions set out in article 7.3. It is subject to the provisions of article R.561-14-1 of the French Monetary and Financial Code.

Opening and managing an Electronic Money Account enables the User to make local or remote payments for goods and/or services to LYF Merchants and payments to other Users.

5. Description of LYF Program services

5.1 Services available to all

- Access to Information published in the LYF Application

Any User may consult the Information at any time, in particular the Merchant Sheets, Promotional Offers and News.

- Favourite retailer

Users can also select their favorite merchants as Favorite Merchants.

In any event, the User may delete a favorite Merchant at any time.

- User geolocation

This service also enables the User, who has expressly and previously accepted it, to be geolocated in order to improve the use of the service and, in particular, to be aware of nearby Merchants

- Dematerialization of partner store loyalty cards.

Users can register their loyalty card(s) from partner stores in the application

- Dematerialization of luncheon vouchers

The User holding a card from a LYF partner restaurant voucher issuer can dematerialize the latter within the Application and use it to pay the Merchants affiliated with the latter.

- center

This service allows the user to receive notifications from LYF, its favorite Merchants as well as other Users and Non-Users in the event of requests for or receipt of payments for the purchase of goods and/or services.

5.2 Services available to Users with an e-money Account

- Scan in store" functionality

This functionality Users to scan the barcode of products via their smartphone camera and proceed to payment under the conditions of article 12.1 after validating their purchases.

It states:

- that access to the functionality may be limited, or even impossible, depending on the location from which the User uses the Application, for which LYF cannot be held responsible;

- that Merchants may limit the total number of products that may be purchased via the Application. If the number of authorized products is exceeded, the Merchant reserves the right to cancel the transaction;
- that only products selected and identified as such may be purchased via the Application. Therefore, even if the Application can be used to scan products not referenced by the Application, these products cannot be acquired via the Application
- that in order to use the Application at certain Merchants, he/she must accept any specific contractual provisions of the brand concerned by ticking the box provided for this purpose when selecting the Merchant;
- that at the end of the transaction, the Merchant may ask the Customer to verify the conformity of the Products purchased with the proof of the transaction. In the event of non-conformity of the Products with the proof of the Transaction to the detriment of the Merchant, article 19.2 may be applied;
- that LYF cannot be held responsible for any discrepancy between the scanned prices mentioned on the Application and the prices displayed in stores. Consequently, no request for reimbursement may be made by the User to LYF for this reason
- that the Application does not make it possible to benefit from all promotional offers applicable to Products, with the exception of promotional offers appearing on the Application. LYF cannot be held responsible if the Application does not take into account promotional offers applicable to certain Products. In order to benefit from promotional offers not taken into account by the Application, the User acknowledges that he/she must pay for his/her purchases directly at the Merchants' cash desks.

➤ Payment at table

The User can pay from his table for the services of LYF's partner catering establishments offering this service by entering the table identifier in the application. The amount due is displayed and paid via the Application. The User may pay the full amount via the Application, or the amount may be shared between several Users. In the latter case, each User chooses the amount to be paid on his or her own responsibility (the total of all payments cannot be greater or less than the amount due), and each User receives confirmation of his or her share of the payment.

➤ Parking payment

The user can pay for parking lots eligible for this functionality by recognizing the license plate registered in the LYF PAY application on entry and exit.

➤ Use of Offers

Users holding a LYF Account may make use of promotional offers issued by LYF directly with Merchants, in their physical or electronic points of sale, subject to eligibility.

He then selects in the LYF PAY Application the Promotional Offers he wishes to benefit from, so that they can be automatically taken into account when payment is made at the Merchant. Upon confirmation of payment, the User has the option of deselecting a Promotional Offer.

In all cases, it is the User's responsibility to top up his or her Electronic Money Account sufficiently to make payments to Merchants, as the mere creation of a LYF Profile and the opening of a LYF Electronic Money Account do not constitute a means of payment

➤ Access to the Merchant Loyalty Program

Where applicable, the User may subscribe to or use pre-existing loyalty programs specific to certain Merchants via the LYF PAY Application.

The eligibility criteria, operating mode and rewards of the Loyalty Program are freely defined by the Merchant, under its sole responsibility, and are in no way binding on LYF. The User has access to this information on the LYF PAY Application.

6. Prerequisites for subscribing to LYF Services

6.1 Persons concerned

The User must have full legal capacity to enter into a contract and must be acting for non-professional purposes. He is defined in article 2 "Identity of the parties" under the term "User".

All users :

- must reside in France or a member state of the European Union (except Cyprus, Malta, Croatia, Bulgaria and Monaco).
- hold a Payment Card issued by a credit or payment institution located within the European Union (except Cyprus, Malta, Croatia and Monaco).
- an account opened in a credit or payment institution located within the European Union (except Cyprus, Malta, Croatia, Bulgaria and Monaco).
- must have a cell phone number issued by an operator located in a member state of the European Union (except Cyprus, Malta, Croatia, Bulgaria and Monaco).

6.2 Material and technical conditions

To use the LYF service, the User must have a cell phone connected to the telecommunications networks and a subscription allowing access to the Internet network and download the LYF PAY Application.

The User certifies that he/she has exclusive use of his/her cell phone and undertakes to use it in accordance with the standards set by the manufacturer and to comply with the contract binding him/her to the phone supplier.

The User undertakes to take all necessary measures to guarantee the required level of protection of his/her cell phone against all risks of viruses or spyware of any kind. LYF cannot therefore be held responsible for any malfunction of the service due to such alteration, which the User accepts. Furthermore, the User acknowledges having been advised that incidents in the operation of the service cannot be excluded. Consequently, the User authorizes LYF to interrupt or modify, at any time, the operation of the service in order to preserve its reliability and security, and releases LYF from any liability in this respect.

LYF cannot be held responsible for the possible defect or malfunction of telephone lines, hardware and software used to access LYF services, nor in the event of force majeure or similar (operator strike, power supply failure, etc.) nor, finally, for the risks linked to the characteristics of the Internet medium or inherent in the exchange of information via said medium, risks which the subscriber declares to accept

7. Registration for LYF services

It is specified that in the context of a subscription request via a partner's site or application, the user may authorize the latter to transmit to LYF the personal information available among those mentioned in 7.2 and 7.3, which will then be automatically filled in.

7.1 Creating a profile

The LYF profile is created via the LYF PAY Application on the User's cell phone, which the User will have downloaded and installed beforehand.

Once on the Application, the User must provide all the following information (except in the case of the subscription provided for in article 7): title, surname, first name, date of birth, telephone number, e-mail address, zip code and country. The use of aliases and pseudonyms is prohibited.

After having read the GTU, which will have been communicated to him beforehand on a durable medium, he must accept them.

The next step is a security procedure that links the User's telephone number to his or her Profile. To do this, the User must check on the screen that the number displayed is indeed his or her telephone number, and if necessary modify it, then validate. They will then receive an SMS on their cell phone, containing a hypertext link (URL). Once they have clicked on this link, the creation of the Profile and e-money Account will be effective. A confirmation e-mail is then sent to the User's e-mail address.

The User is then asked to choose and validate a confidential code. This code cannot be the lock code for the telephone, SIM card, registered payment cards or access code for banking partner applications.

Once these steps have been completed, the Contract is concluded between the User and LYF, subject to the User's right of withdrawal.

The User will be identified by his cell phone number.

During the contractual relationship between LYF and the User, the User is obliged to report any changes to his/her personal information, as well as any other information necessary for the proper execution of the service.

7.2 Payment card registration

Payment Cards may be registered at the same time as the subscription, or at a later date by logging on to the Personal Area. It is specified that in the context of the subscription mentioned in article 7, any available Card data will be automatically filled in.

To register a Payment Card, the User must enter the following information and follow the card registration validation process:

- Card number
- Expiry date
- The visual cryptogram (CVV) or any other information requested by the LYF PAY Application

The registration of a Payment Card leads to the storage of the Card's data, excluding the CVV, which the User accepts. This storage is carried out for the sole purpose of executing transactions to top up the electronic money account, and in accordance with the requirements of current security standards.

After activating the payment function, the User may register up to two Cards, and then, after verifying his profile in accordance with article 9.4, up to three. The User may register or delete Cards at any time by going to the "Payment methods" section of the User's Personal Space. When the system detects that one of the User's Cards is about to expire, a notification is sent to inform the User.

The User undertakes to register only Cards of which he is the holder.

7.3 Opening an e-money account

The account is created and activated at the same time as the electronic money account is topped up, in accordance with articles 9.1.

7.4 Personal space

7.4.1 Functionality

The Personal Area allows the User to consult and use his Electronic Money Account. The User can consult the following data: the balance of his Electronic Money Account, the number and amount of top-ups made, and his transaction statements, as well as the amount of savings made.

He/she may request reimbursement of the balance available on his/her Electronic Money Account by transferring it to his/her bank account, which he/she has previously indicated.

The Personal Space allows the User to consult and/or manage in particular :

- electronic money account and means of payment
- Personal and banking information.
- your log-in password

LYF reserves the right to request proof of any changes to Personal or Bank Information.

7.4.2 Access to the Personal Area

To access his Personal Space, the User authenticates himself using the means of authentication which he holds under his Contract with LYF and which are personal to him. He will enter the Personalized Security Device described in article 8.1 hereof

It is strictly forbidden to authorize access to one's LYF account or Personal Space to a third party. The User is forbidden to make any functional or computer alteration to the LYF Service likely to hinder its operation.

7.4.3 Opposition to access

In the event of fraudulent access by a person other than the User, the latter must, as soon as he is aware of it, oppose access to the Service by notifying LYF by any means at his convenience. From the time the objection is made until it is lifted, use of the Service will be blocked. Any verbal objection must be immediately confirmed in writing using the contact details given in the "About us/Contact us" section of the Application.

7.5 Procedure in the event of loss or theft of the cell phone

The User must call Support, whose contact details are given in article 27, to block access to his application. Blocking the User's Personal Space will result in the deletion of his or her registered Payment Cards

7.6 Right of withdrawal

In accordance with the law, you have a right of withdrawal, without penalty, of 14 calendar days from the conclusion of the Contract. This right of withdrawal can be exercised without giving any reason by contacting us via the "About us/Contact us" section of the Application.

However, in order for the User to benefit fully from the advantages of his Contract, LYF offers to make the subscribed Service immediately available to him under the conditions defined and required herein.

The User is hereby informed of the possibility of withdrawing from the Contract even if performance of the Contract has begun before the expiration of the withdrawal period.

In the event of exercising the right of withdrawal, the User will not be required to pay any fees.

When you exercise your right of withdrawal, LYF reimburses you the balance of your Electronic Money Account, excluding transactions already carried out.

8. Personal Safety Device

8.1 Confidential code

When registering, the User chooses a Personalized Security Device in the form of an identifier and a 4-character (numeric) confidential code. The LYF User must take all appropriate measures to ensure the security of his/her confidential code and, more generally, of any other element of the Personalized Security Device. The User is responsible for his confidential code, and must therefore keep it absolutely secret and not communicate it to anyone, nor write it on his cell phone or any other document, and ensure that it is dialed away from prying eyes. The User must enter his or her confidential code to access his or her Personal Area and each time the LYF PAY Application asks for it.

The User has the possibility of modifying his code in accordance with the instructions communicated to him during the modification procedure provided by LYF. He will have to enter his old confidential code to choose a new one and confirm it by re-entering it.

As an alternative to the confidential code, the User may opt for facial or fingerprint recognition on his cell phone. This option can be changed at any time.

The User is solely responsible for choosing and modifying his or her confidential code, and for choosing the alternative fingerprint method. This Personalized Security Device is essential for authentication and access to the User's Personal Space, and for giving consent to payment transactions in accordance with article 12 herein. The number of successive attempts to enter the confidential code is limited to five. After the fifth unsuccessful attempt, access to the LYF Service will be blocked.

If the User forgets or enters the wrong code, he/she can access the procedure for resetting his/her confidential code. To do so, they must go to their LYF PAY Application and click on the "Reset PIN" section. They must then enter their reconnection password to reset their PIN.

Similarly, in the event of a change of telephone, the user will be able to reconnect to his account via the same reconnection procedure, using his reconnection password.

In order to avoid any damage resulting from a fraudulent change of the User's confidential code by a possible usurper, the registered Payment Cards will be deleted.

8.2 Additional authentication procedure

An additional authentication procedure may be triggered in certain situations requiring an additional level of security, in particular when registering for the Service, changing the PIN code or blocking the telephone. This procedure may also be activated depending on the degree of risk involved in a payment transaction.

This reinforced authentication takes place either by means of a URL link sent by e-mail or SMS, which the User must click on.

The User must take all appropriate measures to ensure the security and confidentiality of this authentication element. He must keep it absolutely secret and not communicate it to anyone.

9. How the Electronic Money Account works

9.1 Account recharge

The electronic money account is topped up by transferring funds to LYF in scriptural currency, by means of a Payment Card. These funds are converted by LYF into e-money units credited to the User's e-money Account. In the event of a disputed reload transaction, the User agrees that LYF may debit the corresponding amount from his/her Electronic Money Account. In the event that the balance of the Electronic Money Account is insufficient to effect this debit, LYF reserves the right to collect the amount due directly from the User.

Top-ups can be made using the payment card(s) previously registered by the cardholder as described in article 7.3. However, the payment cards of LYF's partners are subject to the rules defined by the latter and mentioned in the LYF PAY Application for reloading the electronic money account associated with a credit function.

In the event that several Cards are registered, the User chooses a default Card, which can be modified at will, and which will be used first for each top-up.

The e-money account may also be credited with e-money units following payment transactions initiated by Merchants and/or users of LYF services. Under no circumstances may the Electronic Money Account be in a debit position.

9.2 Statement of transactions and disputes

The information relating to the operation of the User's Account that can be consulted in the Application is based on the last data processing operation prior to consultation and is provided subject to current operations.

The User must monitor the transactions recorded on his Account. Periodic statements showing transactions charged to the Electronic Money Account will be made available to the User on a durable medium in his Personal Space by electronic means at least once a month free of charge.

Claims relating to unauthorized or incorrectly executed payment transactions must reach LYF within 13 months of the debit date at the latest, failing which they will be barred.

In the case of unauthorized transactions, unless the User is at fault, LYF will immediately reimburse the User and, if necessary, restore the debited Account to the situation it would have been in had the payment transaction not taken place.

If, after reimbursement by LYF, it turns out that the transaction was in fact authorized by the User or correctly executed, LYF reserves the right to reverse the amount of reimbursements unduly made.

LYF will not deal with any disputes arising from transactions carried out using registered Payment Cards. Any dispute relating to such transactions must be made to the payment service provider holding the debited account.

9.3 Redemption of Electronic Money

On condition of having Verified Profile status in accordance with article 9.4, the User is entitled, at any time, to the reimbursement of units of electronic money available on his Account. This reimbursement request may be made by the User via his Personal Area, and may concern all or part of the funds available on the User's Account. Reimbursement of e-money units is carried out by a transfer initiated by LYF to the bank account opened in a credit or payment institution located within the European Union (except Cyprus, Malta, Croatia, Bulgaria and Monaco) that the User will have previously filled in according to the instructions appearing on his/her Personal Area. This refund is made free of charge and at face value.

A request for reimbursement is deemed to have been received on the working day it is received, and executed in accordance with the provisions of article 10.2

9.4 Service usage limits

As part of the fight against money laundering and fraud, the User is subject to certain limits on the use of his/her e-money Account, depending on whether he/she is a Non Verified Profile or a Verified Profile.

➤ Unverified profile

Maximum electronic money account balance: €150

Maximum payment over thirty calendar days: €150

Maximum remote payment amount: €50

Maximum amount of payments issued and received (from Account opening): 1,000 €

No refund of electronic money possible.

➤ Profile

Verification of the profile is mandatory 12 months after the opening of the Electronic Money Account, on pain of immediate termination of the account.

Before the expiry of this period verification of the profile makes it possible to increase the ceilings of use of the Electronic Money Account, to obtain the repayment of the balance of the Electronic Money Account, to close a Kitty whatever the amount.

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The User must enter his/her postal address and provide LYF with a digital document reproducing an official identity document with a valid photograph, or any other document required by law. This identity verification procedure can be carried out from the LYF PAY Application in the dedicated section.

Thanks to this procedure, it will obtain the status of "Verified Profile".

Authorized amounts

Maximum amount of reloads per calendar year: \$15,000 €

Maximum payments per calendar year: \$15,000 €

Maximum amount of claims per calendar year: €15,000

Maximum payment: \$3,000 €

Maximum daily payments: €3,000

Maximum weekly payments: €3,000

LYF will block all transactions that exceed the aforementioned limits applicable to both profiles.

For security reasons or in order to update the User's file, LYF reserves the right to request proof of identity and residence at any time, as well as any other relevant document, including those below the required limits. Any refusal may result in termination of the relationship.

For security reasons, LYF reserves the right to add additional limitations and controls on the use of the Service.

9.5 Blocking the Electronic Money Account and access to the LYF Program

On the one hand, LYF may block the User's use of the Electronic Money Account and access to the LYF Program for reasons of security or presumption of unauthorized or fraudulent transactions or in the event of a significantly increased or proven risk that the User will be unable to meet his payment obligation.

In all cases, the User will be notified of the reason for the blocking decision by e-mail.

On the other hand, the User, as soon as he becomes aware of the misappropriation of his Electronic Money Account or of any fraudulent use of the latter or of the data linked to its use, must inform LYF without delay in order to block his Account and access to the LYF Service, indicating the reasons for which he is requesting the blocking.

This blocking request must be made to LYF by contacting the support department by e-mail at ataide@lyf.eu or by telephone using the contact details given in article 29.

LYF cannot be held responsible for the consequences of a blocking request, by telephone, e-mail or internet, which does not originate from the User.

In the event of theft or fraudulent use of the LYF service or misappropriation of data linked to its use, LYF may request a receipt or a copy of the police report from the User.

Unblocking access to the Application may be requested by the User using the same procedures as those mentioned above for blocking.

10. Receipt of payment order and execution of payment transaction

10. Payment transactions

A payment transaction is defined as an action involving the transfer of funds, ordered by the User.

A payment transaction is deemed to have been authorized by the User if the User has given his consent to the execution of the transaction in accordance with the terms and conditions set out in article 12.

10. Lead time

Payment transactions are executed immediately, or by the end of the first business day at the latest. As soon as the User has validated his payment order, the e-money units are immediately and automatically debited from his e-money Account and credited to the beneficiary's e-money Account. They will therefore be immediately visible on the beneficiary's Merchant or User Account.

10. Refusal to perform

LYF reserves the right to refuse to execute a payment transaction. This refusal will be notified to the User electronically as soon as possible, or at the latest by the end of the first working day following receipt of the payment order. The payment order is deemed to have been received on the day it is received by LYF.

11. Terms of use of the LYF Electronic Money Account

The LYF Electronic Money Service is intended to make payments to Merchants or LYF Users.

It is specified that the payment between Users mentioned in article 12.1.2 may not be used for professional or similar purposes (i.e. as remuneration for any profit-making activity liable to be subject to tax declaration).

Any use for the purpose of organizing (in particular via a Kitty) or participating in gambling activities (in particular lotteries) is strictly prohibited and will result in immediate termination of the account without notice in accordance with article 19.2.

In addition, any use of the LYF e-money Account (including via a Kitty) for purposes similar to a dowry, a dime, or a tontine is prohibited under penalty of immediate termination of the account without notice, in accordance with article 19.2

These payment operations are possible within the limits set and notified by LYF above (article 9.4 herein concerning ceilings) and, in any event, up to the amount of the available credit balance on the Electronic Money Account increased, where applicable, by the LYF Offers that will be used in priority for payment.

The User of the LYF electronic money service must, prior to each payment transaction and under his own responsibility, ensure that there is a sufficient and available balance on the Electronic Money Account.

If the customer's e-money balance is insufficient at the time of purchase, he/she may successively recharge his/her Account and proceed with payment according to the procedure described in article 12.1.3

LYF remains uninvolved in any dispute, other than that relating to the payment order, which may arise between the User and a LYF Merchant or a User. The existence of such a dispute can in no way justify the User's refusal to honor payments made via the LYF Electronic Money Service.

12. Form of consent and irrevocability

12.1 Form of consent

12.1.1 For payment by a Merchant

The User and LYF agree that for a payment order given to a Merchant :

For a proximity payment, the User gives his consent :

- By entering or transmitting its identifier on the Merchant's terminal using the technology provided in the Application
- By clicking on the summary screen indicating the amount to be paid
- Then enter your PIN code on your cell phone

For a remote payment from a website, the User gives his consent:

- By clicking on the LYF payment button on the Merchant's website or mobile application
- By entering or transmitting your User ID on the online payment page
- By clicking on the summary screen indicating the amount to be paid
- Then enter your PIN code on your cell phone

For a remote payment from the LYF PAY Application, the User gives his consent:

- By clicking on the payment button on the merchant page of the LYF PAY application.
- By entering the amount to be transmitted
- By clicking on the summary screen indicating the amount to be paid
- Then enter your PIN code on your cell phone

For a parking payment, the User gives his consent :

- By an initial strong authentication of the credit card when subscribing to the parking service, validating payment authorization for each payment request triggered by the parking lot according to the time data transmitted by the license plate readings on entry and exit.

A summary of the payment will be displayed on the User's screen, which can be consulted later by the User in his Personal Area.

12.1.2 For the payment of a

The paying User gives his consent to payment to the beneficiary User:

- By following the dedicated procedure on your cell phone
- By clicking on the summary screen indicating the amount to be paid
- Then enter your PIN code on your cell phone

Once the Electronic Money transfer order has been received and accepted by LYF, the Electronic Money transfer can no longer be revoked and is guaranteed for the Beneficiary User, except in the event of a breach by the Beneficiary User of the present Contract or abusive/fraudulent use of the Service.

The paying User and the beneficiary User then receive information about this transaction on their Application.

The Beneficiary User acknowledges that the Electronic Money credited to his LYF account constitutes payment in full discharge for the Paying User.

- For the settlement of a payment request by a User

A payment request can be initiated by a User by following the dedicated procedure in his Application. The requested User is informed by notification sent to his/her cell phone of this Electronic Money transfer request. This request can be accepted or refused via the LYF PAY Application within 7 days of the request being sent.

The User can use his Application to consult payment requests, cancel them or send reminders.

For his part, the User is informed via his Application of the acceptance or refusal of the transaction.

- **For payment from a User to a**

The User informs the non-User of a pending payment in his/her favor via the Application by SMS or e-mail. The non-User can receive the proposed payment by opening a LYF profile and creating an e-money Account within 7 days of the transfer order.

- **For the settlement of a payment request by a non-User**

The User informs the non-User of the pending payment request via the Application by SMS or e-mail. The non-User will be able to settle the proposed payment by opening a LYF profile and creating an e-money Account within 7 days of the request being sent.

12.1. Special case of insufficient e-money balance

When the User's e-money balance is insufficient to honour the payment in progress, the User will be asked to give his consent in the form agreed in the above article, for two successive operations described below:

- A top-up of the electronic money account, in accordance with article 9.1. The amount of this top-up will correspond to the amount of the payment minus any electronic money balance and, in the case of a payment to a Merchant, the LYF offer where applicable.
- An electronic money transfer from the User's Account to the User or Merchant. The amount of this transaction will correspond to the full amount of the payment made.

A payment summary showing the top-up and the payment will be displayed on the User's screen, which can be consulted later by the User in his Personal Area.

12.1. Simplified procedure for payments of €50 or less

The User and LYF agree that consent to the payment order and, where applicable, to the preliminary top-up for an amount less than or equal to €50, can be given in the following way at points of sale offering this procedure:

- By transmitting its Identifier to the Merchant's terminal using the contactless technology provided in the application

A payment summary showing the payment and, where applicable, the top-up made, may be consulted at any time by the User in his Personal Area.

12.1.5 Special procedure in the event of difficulty accessing the Internet from the Merchant's cell phone or terminal at a physical point of sale.

If the connection with the LYF server is impossible due to an insufficient network, and if the Merchant's terminal allows it, the User will be offered the option of making payment using a specific "Pay without network" procedure. In this case, the User will give his consent to the payment and, where applicable, to the topping-up of his electronic money account:

- By entering your confidential code
- By entering the amount to be paid on your cell phone, followed by a validation click on the same screen,
- By transmitting its identifier to the Merchant's terminal using the technology provided in the application.

A ticket summarizing the payment will be presented to the User once the connection between the cell phone or the Merchant's terminal and the LYF server has been re-established. This ticket can be consulted at a later date by the User in his Personal Area.

12.2 Irrevocability

It is expressly agreed between the User and LYF that the above payment operations are irrevocable as of the validation click made by the User or as of the transmission of the identifier provided for in article 12.1.4

13. Kitty

Users can organize and/or participate in a Kitty.

13.1 Organizing a Kitty

The organization of a Kitty is a private matter and must not be published in any way accessible to the public (social networks, press, etc.). Consequently, a Kitty cannot be shared on public pages and/or groups on social networks, but only via private communication channels (private messaging, private pages or groups on social networks).

In addition, the organization of a Kitty can in no case :

- finance an illicit activity or event
- finance a professional or related project or activity
- finance a savings account or serve as an equivalent vehicle for a savings account
- finance a political, trade union, religious or similar activity and/or event
- appeal for donations to finance a solidarity cause or humanitarian action
- be used to transfer funds abroad for any purpose (outside the European Union and Cyprus, Malta, Croatia, Bulgaria and Monaco)
- be used to organize any form of gambling (especially lotteries).

In this respect, LYF reserves the right to assemble a body of evidence indicating such purposes for the kitty.

Any infringement will lead to termination without notice and, the case of a professional or similar organization, to the invoicing and deduction from the Kitty balance of the payment fees applicable on the date of termination for all transactions carried out via the Kitty

A User may not create more than five Kitty Kitchens simultaneously, and the maximum number of participants is set at 200.

In this case, LYF reserves the right to suspend the event, to take the measures set out in article 9.5 and to reimburse participants.

Participation in a Kitty can be offered to Users via their application or to Non-Users via a dedicated web page.

It is up to the organizing User to indicate at the time of creation :

- the Kitty event;
- the name of the Cagnotte

The User then obtains a link (url) to the prize pool, which can be shared with participants via any type of communication channel (SMS, email, messaging applications, etc.).

The maximum amount of each Kitty is 10,000 euros and its maximum duration is 395 days from its creation.

These amounts will be credited to the Organizer User's e-money Account, after obtaining a Verified Profile in accordance with the terms and conditions set out in article 9.4, regardless of the amount of the Kitty.

The user may request the withdrawal of the amount already collected and make a refund to his/her bank account and/or make purchases from LYF Merchants and/or transfer the amount collected to the electronic money account of the beneficiary of the Kitty subject to the applicable thresholds with regard to the verified or unverified profile of the beneficiary in accordance with article 9.4. This withdrawal can only be made by reimbursing the total amount collected.

When the Kitty is closed, the Organizing User may, free of charge, request reimbursement of the Kitty to his/her bank account and/or make purchases from LYF Merchants and/or transfer the Kitty to the electronic money account of the Kitty's beneficiary, subject to the applicable ceilings with regard to the beneficiary's Verified or Unverified Profile in accordance with article 9.4.

The User organizer is solely responsible to the participants and to LYF for the information given when opening the Kitty and for the use of the Kitty

Provided that no withdrawals have been made, the Organizing User may cancel the Kitty by notifying LYF at aide@lyf.eu. In this case, all participants will be reimbursed at the nominal value of their participation via the means of payment they used at the time of participation.

When the kitty expires, the kitty will be closed and the funds refunded to the participants.

In the event of the organizer's death :

- before the Kitty closes: the Kitty will be cancelled and entries will be refunded
- after the Kitty is closed: article 20-3 will apply

13.2 Participation in a Kitty

Any special rules applicable to the Kitty are defined at the sole initiative of the organizer, who may modify them at any time. The end date of the collection period may be decided at any time by the organizer, **subject to the maximum duration stipulated in article 13.1.**

Any User may participate in a Kitty in one or more instalments by ordering a payment in accordance with the terms and conditions set out in paragraph 1 of article 12.1.2.

13.3 Operation

LYF remains uninvolved in any dispute arising for any reason whatsoever between the User organizing the Kitty and the participants, the organizer being solely responsible for the information provided when opening the Kitty and/or the use of the sums collected.

Participants therefore acknowledge that they must address any questions or complaints exclusively to the Organizing User.

In the event of cancellation of the Kitty by the organizing User or termination by LYF, the amount of each participation will be reimbursed free of charge to the electronic money account of each participating User, subject, where applicable, to the latter's compliance with the provisions of article 9.4.

14. Tip functionality

14.1 Description

By creating a QR code to be scanned, this functionality of the LYF PAY Application allows Users to cash in tips from Users via their LYF e-money account and/or from Non-Users via a credit card payment.

14.2 Terms and conditions

This feature is reserved for Users with a verified profile whose activity usually generates the payment of a tip. In this respect, LYF reserves the right to request at any time any document justifying the activity carried out.

Any non-conforming use will constitute seriously reprehensible behaviour leading to immediate termination of the Contract in accordance with article 19.2.

14.3 Amounts

Amounts paid may not exceed 50 euros, and amounts collected may not exceed 300 euros over 7 rolling days.

15. Responsibilities of LYF

15. Regarding LYF electronic money services

LYF executes these orders with the diligence expected of a professional, assuming only an obligation of means. As such, it will only be liable for direct damage resulting from a fault attributable to it. In particular, it will not be liable in the event of late or erroneous execution or non-execution linked to the means of communication used by the User, or due to inaccurate or incomplete information provided by the User.

No contractual penalty may be applied to the User in the event of error or fault attributable to LYF. Furthermore, LYF is responsible to the User for the transmission and proper execution of payment transactions in accordance with current legal provisions.

15. LYF Program services

15.2.1 LYF function

LYF only acts as a host for Merchants' Information, who are the sole editors. In particular, LYF has no moderating role and does not edit any of the content of the hosted information.

15.2.2 Relationship between LYF and the User

LYF uses its best efforts to provide the User with the services described in articles 4 and 5, subject to the provisions of article 11.

LYF's liability is strictly limited to this obligation of means, to the exclusion of all others.

In particular, LYF accepts no liability for information published by Merchants in the LYF PAY Application, and does not guarantee its truthfulness or accuracy.

This applies even in the case of false allegations, indications or presentations or those that are likely to mislead, particularly with regard to the existence, availability or nature of the products and services offered by the Merchants, their essential characteristics, their prices or the method of calculating them, etc..

Similarly, LYF exercises no control over the quality, security, legality, authenticity, etc. of the products and services presented by Merchants in the LYF PAY Application.

Furthermore, in the case of payment via a dematerialized meal voucher card in the LYF PAY Application, the identification of the cardholder, the authorization of the transaction and the payment of the sums to the meal voucher merchant's bank account are carried out exclusively by the network issuing said card under its responsibility to the exclusion of that of Lyf.

15.2.3 Relations between the User and Merchants

Users contract directly with Merchants, and LYF does not intervene in any way in transactions between Users and Merchants. LYF does not transfer ownership of products, nor does it perform services for Merchants.

Among other things, prior to any transaction with Merchants, Users agree to :

- Find out about the legal notices, general terms and conditions of sale or services from the Merchants;
- sufficient funds in their Account to proceed with payment and to take delivery of the products or services purchased or subscribed to.

15.2.4 Relations between Users

They are not the responsibility of LYF.

Users may in no way hold LYF liable payments for goods and/or services.

16. Responsibilities of the User

16.1 General information

The User must take all measures to preserve his cell phone and his access to his Personal Space, and preserve the Personalized Security Device attached to it, in particular his confidential code. He must use it in accordance with the provisions of article 8 hereof.

The User undertakes to use the LYF PAY Application in accordance with these GTC, as well as with the laws and regulations in force.

In the event of suspected fraud, serious infringement of the rights of third parties or violation or breach of these conditions and in general of laws and regulations, LYF reserves the right to take one of the following measures, without delay, by means of notification by e-mail either :

- restrict or limit access to and/or use of the LYF PAY Application
- delete the User's LYF Profile or close the User's LYF Account, making it permanently impossible for the User to access the LYF PAY Application and its services.

16.2 Responsibility of the User and LYF in the event of unauthorized payment transactions

In the event of operations resulting from the loss or theft of the cell phone or Personalized Security Device, the User is liable, prior to the blocking request provided for in article 9.5, for losses related to the use of the LYF Service up to a maximum of €50. The User is not liable if the unauthorized operation has been carried out by misappropriating the cell phone or the data linked to it without the User's knowledge.

No operation is supported by the User after the blocking request, with the exceptions listed below.

By way of exception, the User shall bear all losses caused by unauthorized transactions, if such losses result from fraudulent conduct on his/her part or if he/she has intentionally or through gross negligence failed to comply with articles 6.2, 7.4, 8 and 9.5 hereof.

17. Reimbursement for unauthorized or incorrectly executed transactions

LYF will reimburse the User:

- The amount of debits that he/she disputes in good faith in the event of loss and/or theft, fraudulent use or misappropriation of his/her Personal Area or cell phone on which the LYF PAY Application is installed and the data linked to it, for transactions that occurred prior to the blocking request in accordance with article 9.5.
- The amount of all debits that it contests in good faith for transactions that occurred after the blocking request in accordance with article 9.5, in such a way that the debited Electronic Money Account is restored to the state it would have been in if the debit of the contested amounts had not taken place,
- The amount of all debits corresponding to incorrectly executed transactions.

18. Pricing - Fee collection

The LYF Services, as well as the use of the LYF program services described in article 5, are free of charge for the User, excluding connection fees which will be billed directly to the User by telephone operators and Internet service providers.

Fees for inactive accounts will be deducted in accordance with the conditions set out in article 28 of these terms and conditions.

19. Modifications to the terms of the Contract

Any proposed modification to the present Contract concerning the Electronic Money service will be communicated to the User in writing on a durable medium no later than 2 months before the envisaged date of application. This modification will be deemed to have been accepted by the User in the absence of any written objection on his part before the expiry of this period. If the User refuses the proposed modification, he/she may terminate the present Contract free of charge before the effective date of the modification.

Changes, in particular technological changes, relating to the methods of access, contact and functionalities of the services, with the exception of those, other than legal or regulatory, relating to the Electronic Money service, are not considered as a modification of the conditions of the contract. The same applies to changes in the characteristics or the addition of new services to the LYF Program. These changes will be brought to the User's attention by any means. In the event that LYF is unable to maintain or decides to interrupt a function, it undertakes to inform the User by any means.

20. Contract duration - Termination

20. Contract duration

The present Contract is concluded for an indefinite period. LYF or the User may terminate it under the conditions set out below.

20. Termination of the Contract

The present Contract may be terminated at any time by either party, in writing, with 30 days' notice for the User and 60 days' notice for LYF. However, LYF will be exempt from this notice requirement in the event of seriously reprehensible behavior on the part of the User, or in the event of circumstances provided for by regulations which would make it impossible to maintain the Service. Denunciation will result in termination of the Service. No costs will be charged to the User in the event of termination of the Service.

However, it is expressly agreed that any use of the LYF PAY Application for professional or similar purposes within the scope of article 12.1.2, will be subject to termination without notice and will result in the invoicing of payment fees in force at the date of termination on all transactions carried out via the Application

In the event of termination of the present Contract by either party, the User may request reimbursement of the amount of the balance remaining on his Electronic Money Account, subject to the settlement of current transactions.

In accordance with article L.561-12 of the French Monetary and Financial Code, personal data relating to the User's identity will be kept for a period of 5 years from the termination of the electronic money account.

20. Death of the User

In the event of the User's death, and as soon as LYF has been notified, the service is blocked and no transaction initiated after the death may be debited or credited until the rights of the heirs have been justified or instructions have been received from the notary in charge of the estate.

In addition, pursuant to article 85 of the French Data Protection Act 78-17 of January 6, 1978, any User may give instructions concerning the retention, transmission or deletion of his or her digital data after his or her death by sending a message to toaide@lyf.eu.

21. Information Technology and Civil Liberties

The User's personal data collected by LYF as part of this Contract or subsequently in the course of the business relationship is subject to automated processing in accordance with the French Data Protection Act of January 6, 1978, as amended, and the European Data Protection Regulation 2016/679 of April 27, 2016. This data is mainly used by LYF for the following purposes: performance of the contract and management of the electronic money account, management of the relationship as part of the LYF program, statistical studies, risk assessment, combating money laundering and the financing of terrorism, security and prevention of non-payment and fraud, LYF's legal obligations, collection and legal and regulatory obligations, and prospecting and sales promotion.

The User has the right to access and rectify his/her personal data. The User also has the right to object to the use of such information for commercial prospecting purposes. These rights may be exercised via a form accessible from the Application under the heading "About us/Contact us".

Anonymous generic data will also be transmitted to any retailer for statistical and customer management purposes.

The personal data charter can be consulted on the Application or on the www.lyf.eu website.

LYF has a data protection officer (contact: MONSIEUR LE DELEGUE A LA PROTECTION DES DONNEES, 63 chemin Antoine Pardon, 69814 TASSIN CEDEX). You also have the right to lodge a complaint with the Commission Nationale de l'informatique et des Libertés 3 Place de Fontenoy TSA 80715 75334 PARIS CEDEX 07. "

22. Professional secrecy

LYF is bound by professional secrecy with regard to confidential information concerning the User.

However, this secrecy may be waived in favor of certain third parties in order to meet legal or regulatory obligations, in particular the Banque de France, the supervisory authorities and the judicial authorities.

In addition, LYF may disclose information covered by professional secrecy to persons with whom it negotiates, concludes or executes certain transactions covered by article L. 511-33 of the French Monetary and Financial Code.

23. Communication - information

23. Acceptance of the use of electronic means

The User accepts that LYF may communicate with him/her by e-mail, SMS or notifications or by any other means of remote communication, in relation to the present contract and its execution.

23. Contract language and durable medium

Communication between LYF and the User will be in French and all information and notifications will be sent electronically on a durable medium.

The User may at any time request communication of the terms of these General Conditions on paper or on another durable medium. LYF cannot refuse such communication on paper.

LYF is subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution, 4, place de Budapest CS 92459 75436 Paris. LYF's authorizations can be consulted on the Banque de France website (regafi.fr).

24. Proof

24. Proof in writing (article 1375 of the Civil Code)

The Contract concluded between LYF and the User is drawn up and kept in accordance with articles 1366 and 1367 of the French Civil Code, and each party has access to it.

24. Proof of transactions - proof by any means

When the User denies having given his consent to carry out a payment transaction, it is LYF's responsibility to provide proof that the transaction has been authenticated, duly recorded and accounted for in accordance with the state of the art, and that it has not been affected by a technical deficiency. This proof may be provided by any means, in particular by the recording of connections to the User's Personal Space or their reproduction on a computer medium of the use of the LYF Service and Personalized Security Device.

LYF may use these records as justification for charging them to the User's Electronic Money Account.

In addition, LYF will be entitled, in the same way as the User, to provide proof by any means of any legal act or fact, even beyond the legal limit referred to in article 1359 of the Civil Code; in particular, it will be able to prove any act or fact by means of its recordings made in strict compliance with the law and in particular with the provisions relating to professional secrecy, whether these recordings are computer, telephone, telematic, video, electronic mail or writings, faxes or any other commonly accepted means of proof. The User accepts that LYF may validly correspond with him/her via the aforementioned means of communication.

25. Combating money laundering and the financing of terrorism

Within the framework of legislation relating to the fight against money laundering and the financing of terrorism, LYF must, under the conditions described in article 9.4 hereof, identify the Users of the contractual relationship. This obligation is incumbent on LYF throughout the contractual relationship. LYF must therefore, on the one hand, update the User's identification details and, on the other hand, carefully examine the operations carried out. To this end, LYF must be presented with any written document that provides evidence of the User's identity, and must request any supporting documents that explain the context of the transactions.

The User undertakes to comply with all requests for supporting documents from LYF in order to comply with these regulations. The User also undertakes to use his Electronic Money Account solely for his own transactions. Any exception to this rule is prohibited and may result in termination of the relationship.

26. Protection of customer funds

The funds collected in exchange for the issuance of electronic money are protected, under the conditions set out in article L. 613-30-1 of the French Monetary and Financial Code, against any recourse by other creditors of the electronic money institution, including in the event of enforcement proceedings or insolvency proceedings instituted against the institution.

The funds collected are deposited in a segregated account held in a credit institution, and in any event no later than five working days after the e-money is issued.

27. Sanctions

Any false declaration is punishable by law.

Any misrepresentation or misuse of LYF services may also result in termination as provided for in article 19.2 hereof. Any actual costs and expenses incurred for the enforced recovery of transactions by virtue of a writ of execution shall be borne by the User.

28. Inactive accounts

In the case of an inactive account within the meaning of Law no. 2014-617 of June 13, 2014, the credit balance of the Account is kept available to the User for the legal periods.

An account is considered inactive if there has been no transaction or connection for a period of twelve (12) consecutive months.

For the maintenance of an inactive account, Lyf may deduct fees and commissions of up to thirty (30) euros per year, in accordance with article R. 312-19 of the French Monetary and Financial Code and within the limit of the available balance on the account. Lyf may close an inactive account with a zero balance.

The User will be informed of the inactivity of his Account by Lyf, and may at any time carry out a transaction or a connection in order to make it active again. Failing this, maintenance fees of thirty (30) euros will be deducted from the 13th month of inactivity. A statement of charges will be made available to the User.

29. Claims - Mediation and Recourse

The User's requests concerning the proper execution of this Contract or any complaints or requests for information concerning the services offered by LYF should be made directly to LYF:

- to "aide@lyf.eu";
- by telephone on 0969 368 738 (toll-free; telephone service open Monday to Saturday, 8 a.m. to 10 p.m. and from February 15, 2024, Monday to Friday, 9 a.m. to 8 p.m.)

In the event of an unsatisfactory response, the User may send a message to "reclamations@lyf.eu" detailing his or her request and the previous response.

The processing time for claims will not exceed :

- ten working days from receipt of the complaint, to acknowledge receipt, unless the response itself is provided to the User within this period
- two months from the date of receipt of the complaint to the date of dispatch of the final response to the User.

In the event of persistent difficulty relating to the issue and/or management of Electronic Money, the User may refer the matter to the mediator free of charge by post to the following address:

Médiateur de la consommation de l'AFEPAME, C/O WEBHELP ZAC de GRAY- impasse Clément ADER 70100 GRAY (<https://mediateur-consommation-afepame.fr>). The mediator rules on eligible cases within two months of referral.

30. Applicable law and jurisdiction

The law applicable to pre-contractual relations and to the Contract is French law. In the event of legal recourse, the competent jurisdiction will be that resulting from the application of the rules of the Code of Civil Procedure.

31. Force Majeure

In any case, LYF cannot be held responsible if the non-performance of its obligations results from a case of force majeure within the meaning of article 1218 of the French Civil Code.

This includes in particular: natural disasters, fires, internal or external strikes, breakdowns, shortages, war, power cuts, telecommunication network failures, loss of Internet connectivity due to public or private operators and, in general, any event beyond the control of LYF and making it impossible to perform the Contract, including the fault of the User or a third party.

32. Intellectual property

The LYF PAY Application, in particular its graphic charter, constitutes an intellectual work protected by copyright under article L. 111-1 of the French Intellectual Property Code. Any representation or reproduction is strictly prohibited.

LYF general user conditions v.6.2