

General Terms and Conditions (T&C) for FINTECTURE services

Version of 01 December 2025

Preamble

These General Terms and Conditions (hereinafter the "T&C") are entered into between the user of FINTECTURE's services (the "USER") and FINTECTURE SAS ("FINTECTURE").

FINTECTURE is a simplified joint-stock company, registered with the Créteil Trade and Companies Register under number SIREN 834 500 548, whose registered office is located at 14, Avenue du Général de Gaulle, 94160 Saint-Mandé, France. FINTECTURE is authorised as a payment institution by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) under numbers CIB 17248 and LEI 969500U0YM34EPKH002 and is listed on the official register available at www.regafi.fr.

1. Definitions

The capitalised terms below, used in the singular or plural, shall have the following meanings (including its preamble):

ACPR: the independent administrative authority responsible for licensing and supervising payment service providers in France (<https://acpr.banque-france.fr>).

ACCOUNT: any payment account held by an ASPSP, as defined in Article L.314-1 II of the French Monetary and Financial Code.

CONNECT PAGE: the online environment made available by FINTECTURE to the USER, allowing the USER to select their ASPSP when using the Services.

DATA: all data relating to the USER processed by FINTECTURE, including Personal Data, Personalised Security Credentials, and/or Sensitive Payment Data.

PERSONAL DATA: any information relating to an identified or identifiable natural person, as defined in Article 4(1) of Regulation (EU) 2016/679 (GDPR).

PERSONALISED SECURITY CREDENTIALS: personalised data provided to the USER by their ASPSP for authentication purposes.

SENSITIVE PAYMENT DATA: data, including Personalised Security Credentials, that could be used to commit fraud. Pursuant to Article L.133-4 of the French Monetary and Financial Code, the account holder's name and IBAN do not constitute Sensitive Payment Data.

INTELLECTUAL PROPERTY RIGHTS: all industrial and literary property rights, including patents, trademarks, designs, and copyrights.

PSD2: Directive (EU) 2015/2366 of 25 November 2015 on payment services in the internal market, transposed into French law by Ordinance No. 2017-1252 of 9 August 2017.

MERCHANT: any commercial entity operating the Merchant Site and integrating the FINTECTURE Solution to allow USERS to use the Services.

ASPSP (Account Servicing Payment Service Provider): any payment service provider that provides and maintains a payment account for the USER.

SERVICE(S): all services provided by FINTECTURE to the USER, as described in Articles 5 and 6.

PAYMENT INITIATION SERVICE: a payment service that initiates a payment order at the USER's request, pursuant to Article L.314-1 II 7° of the French Monetary and Financial Code.

ACCOUNT INFORMATION SERVICE: a payment service that provides consolidated information on one or more accounts held by one or more ASPSPs, pursuant to Article L.314-1 II 8° of the French Monetary and Financial Code.

MERCHANT SITE: the website and/or application operated by the MERCHANT enabling USERS to use FINTECTURE's Services.

SOLUTION: FINTECTURE's payment solution integrating the Services.

USER: any natural or legal person, of full legal capacity and residing in the European Economic Area, who has accepted these T&C to use the Services.

2. Purpose and acceptance

The purpose of these T&C is to define the conditions under which FINTECTURE provides its Services to USERS.

By accepting these T&C in the Connect Page, the USER acknowledges having read and accepted them without reservation. Any use of the Services implies full acceptance of the T&C.

The USER agrees not to use the Services if they do not accept the T&C. Any breach of the T&C may result in immediate refusal or termination of access to the Services.

FINTECTURE may modify the T&C at any time, in particular to adapt them to Service updates or legal changes. The USER must consult and accept the latest version before any new use.

The USER may download or print a copy of these T&C at any time from www.fintecture.com.

3. Duration

The T&C apply from the moment they are accepted by the USER and remain in effect for as long as necessary for the provision of the Services.

4. Pricing conditions

FINTECTURE does not charge USERS for the use of the Services, which are provided free of charge.

By way of exception, certain conversion or transaction fees may be applied to USERS located in specific jurisdictions or for certain types of transactions, as set out in **Annex 1 – Fees applicable to Users**.

MERCHANTS or ASPSPs may, at their own discretion and independently of FINTECTURE, charge their own fees for the provision of their services. USERS are therefore advised to consult in advance the tariffs, fees and exchange rates applied by their ASPSP for payment operations. FINTECTURE shall not be held liable for such fees or tariffs charged by ASPSPs.

5. Terms and conditions of the Payment Initiation Service

5.1. Description of the Payment Initiation Service

FINTECTURE provides the USER with a Payment Initiation Service allowing the USER to quickly, easily and securely instruct its ASPSP to execute a transfer in favour of the MERCHANT. This Service works as follows:

- i. The USER selects the Solution on the Merchant Site, clicks on a FINTECTURE payment link or scans a FINTECTURE payment QR code;
- ii. The USER is redirected to the Connect page and is invited to select his or her ASPSP from the ASPSPs listed;
- iii. The USER is redirected to the interface of his ASPSP and follows the procedure specific to the latter to identify himself and possibly authenticate himself strongly with his personalised Security Credentials. The USER is informed that FINTECTURE only redirects the USER to the interface of his ASPSP and does not intervene in the authentication process;
- iv. The USER confirms his or her request to initiate payment by bank transfer;
- v. Where applicable, immediately after initiating the payment order, FINTECTURE shall confirm to the USER that the payment order has been successfully initiated and shall provide the USER with the following information: the transaction reference and the main characteristics associated with it (account debited, recipient of the transfer, transaction amount);
- vi. Where applicable, FINTECTURE shall notify the USER of the refusal to initiate the transfer request, as well as the reason for the refusal, unless prohibited by law. Pursuant to Article 79 of PSD2 (Article L133-10 of the French Monetary and Financial Code), when the refusal is justified by a material error, FINTECTURE shall indicate, if possible, to the USER the procedure to follow to correct this error.

The role of the MERCHANT is limited to connecting the USER and FINTECTURE via the MERCHANT Site in order to allow the USER to use the Payment Initiation Service provided by FINTECTURE. As such, the said Service is provided by FINTECTURE independently of any underlying obligation between the USER and the MERCHANT plays no role in providing the Payment Initiation Service to the USER.

The use of the Payment Initiation Service by the USER does not require the creation of any personal space with FINTECTURE.

The USER authorises FINTECTURE to contact the USER in order to assist him/her in his/her user experience when he/she has not finalised the payment process.

5.2. Irrevocability of the transfer order

In accordance with Articles 64 and 80 of PSD2 (Article L.133-8 of the French Monetary and Financial Code), the USER is informed that he cannot revoke a transfer order initiated by FINTECTURE once the USER has given his consent to the initiation of the transfer by FINTECTURE. This consent is considered to have been given by the USER when he validates all the characteristics constituting his transfer request (the amount of the transfer, the Account to be debited and the beneficiary of the transfer) with the ASPSP according to the procedure provided by the latter.

5.3. Commitments of the USER

In order to use the Payment Initiation Service, the USER must (i) be a resident of one of the countries of the European Economic Area (EEA) and (ii) have full legal capacity to enter into a contract.

When using the Payment Initiation Service, the USER undertakes to:

- i. Use exclusively an Account opened in its name and located in the European Economic Area;
- ii. Check that the URL of the authentication page belongs to its ASPSP;
- iii. Consult the payment transactions executed by the ASPSP, to ensure that the transfer is properly executed by the latter;
- iv. Report to his ASPSP and to FINTECTURE, without delay and at the latest within thirteen months following the debit date, any unauthorised or incorrectly executed payment transaction initiated by FINTECTURE that he notices and/or contests. In the absence of a dispute within the time limit, the payment transactions concerned will be considered as definitively approved.

5.4. FINTECTURE's commitments

The initiation of the payment by FINTECTURE is carried out under the conditions provided for in Articles 61 et seq. of PSD2 (Articles L133-1 to L133-45 of the French Monetary and Financial Code). In this respect, FINTECTURE undertakes in particular to:

- i. Not hold the USER's funds at any time in connection with the provision of the Payment Initiation Service;
- ii. To ensure that the USER's Personalised Security Data is not accessible to parties other than the USER and the sender of the data and to ensure that the data is transmitted through secure and efficient channels;
- iii. Ensure that any other information relating to the USER, obtained in the course of providing the Payment Initiation Service, is disclosed only to MERCHANT and only with the USER's consent. The USER agrees that FINTECTURE may communicate the USER's IBAN to the MERCHANT in a secure manner in the context of a reimbursement of the USER by the MERCHANT;
- iv. Do not store sensitive Payment Data about the USER;
- v. Not to ask the USER for any data other than that required to provide the Payment Initiation Service;
- vi. Not to use, consult or store data for purposes other than the provision of the said Service expressly requested by the USER;
- vii. Do not change the amount, beneficiary or any other feature of the payment transaction;
- viii. Communicate with the ASPSP, the USER and the MERCHANT in a secure manner.

5.5. Evidence of Authentication

In accordance with Article 52 of PSD2 and Articles L.133-23-1 and L.522-19-1 of the French Monetary and Financial Code, FINTECTURE retains, for each payment initiation transaction, the following elements as evidence:

- i. Proof of the USER's explicit consent to initiate the payment; Technical authentication data transmitted by the ASPSP confirming the USER's strong customer authentication;
- ii. Precise timestamps for each step of the initiation process (request, authentication, transmission to the ASPSP, confirmation);
- iii. The unique reference of the transaction and the characteristics of the initiated payment order;
- iv. Technical exchanges with the ASPSP demonstrating proper transmission of the order.

These records are retained for a period of thirteen (13) months from the date of execution of the transaction, which may be extended to five (5) years in the event of a claim or legal proceeding. FINTECTURE undertakes to make these records available, upon legitimate request, to the USER, the ASPSP, or competent authorities, in compliance with professional secrecy and applicable regulations.

6. Terms of the Account Information Service

6.1. Description of the Information Service

FINTECTURE provides the USER with an Account Information Service allowing the USER to authorise FINTECTURE to access in a quick, easy and secure way information on his Account (IBAN, name of the account holder...) for the following purposes (hereinafter the "Purposes"):

- i. To receive payments and/or refunds from the PARTNER; and/or
- ii. To verify the accuracy of the information provided by the USER.

The relevant Purpose is presented to the USER within the Connect Page before authorisation is given.

This Service works as follows:

- i. By clicking on a link (or by scanning a QR code), the USER is redirected to the Connect page and is invited to select his or her ASPSP from the ASPSPs listed;
- ii. The USER is redirected to the interface of his ASPSP and follows the procedure specific to the latter to identify himself and possibly authenticate himself strongly with his personalised Security Credentials. The USER is informed that FINTECTURE only redirects the USER to the interface of his ASPSP and does not intervene in the authentication process;
- iii. The USER confirms that he/she authorises FINTECTURE to access his/her Account information for the Purposes specified.

The role of the MERCHANT is limited to connecting the USER and FINTECTURE via the MERCHANT Site in order to enable the USER to use the Account Information Service provided by FINTECTURE. As such, the said Service is provided by FINTECTURE independently of any underlying obligation between the USER and the MERCHANT plays no role in providing the Account Information Service to the USER.

The use of the Account Information Service by the USER does not require the creation of any personal space with FINTECTURE. The USER authorises FINTECTURE to contact the USER in order to assist him/her in his/her user experience in case of difficulties encountered by the USER.

6.2. Commitments of the USER

In order to use the Account Information Service, the USER must (i) be a resident of one of the countries of the European Economic Area (EEA) and (ii) have full legal capacity to enter into a contract.

When using the Account Information Service, the USER undertakes to:

- i. Use exclusively an Account opened in its name and located in the European Economic Area;
- ii. Check that the URL of the authentication page belongs to its ASPSP.

6.3. FINTECTURE's commitments

The Account Information Service is provided by FINTECTURE under the conditions set out in Article 67 of PSD2 (Article L133-41 of the

French Monetary and Financial Code). In this respect, FINTECTURE undertakes in particular to:

- i. To obtain the express consent of the USER;
- ii. Ensure that the USER's Personalised Security Data is not accessible to parties other than the USER and the sender of such data and ensure that it is transmitted in a secure manner;
- iii. Communicate with the ASPSP, the USER and the MERCHANT in a secure manner;
- iv. Access only information from the USER's designated Accounts and associated payment transactions;
- v. Do not request sensitive Payment Data related to Accounts;
- vi. Use, consult or store data only for the purpose of providing the Account Information Service expressly requested by the USER.

7. Professional secrecy

In accordance with the provisions of Article 24 of PSD2 (Article L.522-19 of the French Monetary and Financial Code), FINTECTURE is bound by professional secrecy.

However, it follows from these legal provisions that:

- i. Professional secrecy may not be invoked against certain authorities, in particular the tax and customs authorities, the Banque de France, the ACPR and the judicial authority acting in the context of criminal proceedings;
- ii. This professional secrecy does not prevent FINTECTURE from communicating information to third parties for the purposes of certain operations mentioned in Article L.522.19 of the French Monetary and Financial Code, and in particular to third parties with whom it has concluded service contracts with a view to entrusting them with important operational functions. In this context, the persons receiving information covered by professional secrecy are required to keep it confidential, except where the abovementioned legal exemptions may apply;
- iii. FINTECTURE may communicate information covered by professional secrecy to designated third parties on a case-by-case basis and only with the express authorisation of the USER.

8. Personal data

For the purposes of this section, all words beginning with a capital letter and not specifically defined in the T&C shall be deemed to have the same meaning as in Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the "GDPR").

Within the framework of the execution of the T&C and the provision of the Services, FINTECTURE, as the Data Controller, is required to process personal Data concerning the USER. In this respect, the USER undertakes to comply fully with the regulations applicable to the Processing of Personal Data (hereinafter the "Applicable Regulations") and any applicable national legislation including the French Law no. 78-17 of 6 January 1978 as amended by the law of 20 June 2018.

The terms and conditions of the Processing carried out by FINTECTURE as well as the USER's rights are detailed in FINTECTURE's Data Protection Policy accessible at the following address: https://www.fintecture.com/privacy_fr/. The USER may at any time exercise his rights with FINTECTURE by contacting the data protection officer appointed by FINTECTURE at the following address: dpo@fintecture.com.

9. Security of Services

As a Payment Institution carrying out activities authorised and controlled by the ACPR, FINTECTURE considers Data security as its priority. As such, FINTECTURE implements and undertakes to maintain appropriate technical and organisational security measures in accordance with the highest and most proven standards of computer security. FINTECTURE uses high level encryption algorithms to guarantee the integrity of the Data and is regularly audited by independent companies recognised in the field of computer security.

The USER undertakes to:

- i. Not to commit any act likely to jeopardise the security of FINTECTURE's information systems;
- ii. Immediately notify FINTECTURE of any suspected fraudulent access to or use of its Account or any event that may lead to such fraudulent and/or unauthorised use of the Services, such as, but not limited to: loss, theft, accidental disclosure, misappropriation or any compromise of its Account credentials and other Data or unauthorised transaction. Such notification shall be made by sending an email to the following email address: contact@fintecture.com.

10. Anti-money laundering and fraud

10.1. Anti money laundering and terrorist financing

In accordance with the AML-FT European Directive (articles L561-2 and following of the French Monetary and Financial Code), FINTECTURE is an entity subject to the French and European anti-money laundering and anti-terrorist financing regulations ("**AML/CFT Obligations**") and is obliged to carry out the necessary due diligence within the framework of the use of the Services by the MERCHANT and/or the USERS.

In this respect, FINTECTURE may set up systems of surveillance, control and limitation of the Services in order to fight against money laundering and terrorist financing. FINTECTURE also reserves the right to request proof of identity as well as any other document relevant to the use of the Services and useful for FINTECTURE's compliance with its legal obligations, in particular with regard to the fight against money laundering (document proving the identity of the USER, Kbis extract for legal entities, proof of address, any information or proof concerning the transaction carried out...). In the event of non-transmission of these documents and information requested, FINTECTURE reserves the right to refuse to provide the Services.

In application of Article 40 of the AML-FT European Directive (Article L561-12 of the French Monetary and Financial Code), FINTECTURE keeps these documents and information for a period of up to five (5) years from the end of the contractual relationship.

10.2. Combating fraud and the risk of nonpayment

In accordance with Article 94 of PSD2 (article L521-6 of the French Monetary and Financial Code), FINTECTURE can be led to carry out operations of prevention, research and detection of frauds as regards payments and limitation of the risk of non-payment. In this respect, in case of suspicion of fraud or important risk of non-payment, FINTECTURE can be led to set up systems of limitation of the Services with the aim of fighting against fraud in payments.

10.3. Territorial restrictions and jurisdiction exclusions

As part of its regulatory compliance obligations, particularly those relating to anti-money laundering, counter-terrorist financing, and fraud prevention, FINTECTURE does not accept or provide its Services to USERS, MERCHANTS, or Accounts located in, incorporated under,

or otherwise connected to the **United States of America ("United States")**. In particular, the following are excluded:

- i. residents, citizens, or nationals of the United States;
- ii. companies, entities, or organisations incorporated or established under U.S. law;
- iii. Accounts held with payment service providers established in the United States;
- iv. any transaction, operation, or service involving a transfer of funds to or from the United States.

FINTECTURE reserves the right to refuse, suspend, or terminate access to its Services in cases of doubt concerning a USER's or MERCHANT's location, residence, or connection with the United States.

11. Intellectual property

The present T&C do not confer to the USER any Intellectual Property Rights on the Solution and the elements composing it or made available to the USER by FINTECTURE, including software, applications, brands, interfaces, databases, know-how, data, texts, presentations, illustrations, computer programs, animations, and any other information made available to the USER (the "**Elements**"). As such, the Elements are and remain either the exclusive property of FINTECTURE, or subject to a license granted to FINTECTURE by a third party holding these rights.

The USER is not allowed to reproduce, represent, modify, translate and/or adapt, partially or totally, each of the Elements without the prior written consent of FINTECTURE and is forbidden to do anything that could directly or indirectly infringe the intellectual property rights of FINTECTURE on the Elements.

FINTECTURE grants the USER, on a non-exclusive basis, for the whole world and for the duration of the T&C, the right to access and use the Connect page, this right of use not conferring any Intellectual Property Rights on the USER.

The names, brands, products or services of the ASPSPs referenced by the Services do not imply the existence of a commercial partnership between these ASPSPs and FINTECTURE or a recommendation of their products or services. These elements are displayed only to allow the USER to select his ASPSP.

12. Liability

12.1. General liability for FINTECTURE

FINTECTURE undertakes to provide the Services in accordance with these T&C and with applicable law, including the provisions of the French Monetary and Financial Code.

Within the limits of applicable law, FINTECTURE shall only be liable for direct damages resulting from a breach of its legal or contractual obligations directly attributable to it. It shall not be held liable for any damage resulting from:

- i. improper, abusive, or fraudulent use of the Services by the USER or breach of these T&C;
- ii. a malfunction attributable to the MERCHANT, the ASPSP, or any other third-party provider involved in the payment chain;
- iii. network, Internet, or telecommunication failures outside FINTECTURE's control;
- iv. phishing or compromise of the USER's personalised security credentials not resulting from FINTECTURE's fault;
- v. force majeure within the meaning of Article 1218 of the French Civil Code.

These provisions shall not exclude or limit FINTECTURE's liability in cases of gross negligence, breach of legal obligations, or bodily injury suffered by a consumer. The USER's statutory rights, including

those under the French Monetary and Financial Code and the French Consumer Code, remain fully applicable.

Furthermore, the USER acknowledges that FINTECTURE does not intervene in any way in the commercial and contractual relations and possible disputes, commercial or not, between the MERCHANT and the USER in relation to a good or service marketed by the MERCHANT and does not exercise any control over the conformity, safety, legality, characteristics and appropriateness of these goods and services. In this respect, the USER is informed that the MERCHANT remains solely responsible for the goods and services it markets to its customers via the Solution.

FINTECTURE does not offer any guarantee regarding the list of ASPSPs connected to the Services, as this list may be modified at any time.

12.2. FINTECTURE's liability specific to the Payment Initiation Service

In accordance with **Articles L.133-18 et seq.** of the French Monetary and Financial Code, when, in the context of a payment transaction initiated by FINTECTURE, the USER denies having authorised an executed payment transaction, or when the transaction has not been properly executed, FINTECTURE bears the burden of proof that:

- i. the payment order was received by the ASPSP, and that, with respect to FINTECTURE, the transaction was authenticated, duly recorded, correctly transmitted, and not affected by any technical failure; or
- ii. the USER acted fraudulently or failed, intentionally or through gross negligence, to comply with their obligation to notify FINTECTURE upon becoming aware of any misuse or unauthorised use of the Service.

When such proof is provided, FINTECTURE cannot be held liable for the non-execution, defective execution, or unauthorised execution of the payment transaction.

In all cases, FINTECTURE remains responsible to the USER for the proper performance of its own obligations under the French Monetary and Financial Code and cannot limit or exclude its liability beyond what is permitted by law.

12.3. Liability of the USER

The USER undertakes to use the Services in full compliance with these T&C and all applicable laws and regulations. The USER is responsible for the accuracy of the information provided and for the use they make of the Services.

The USER shall bear the consequences of any fraudulent, abusive, or improper use of the Services, as well as any damage resulting from fault or negligence, including but not limited to:

- i. providing false, incomplete, or inaccurate information;
- ii. disclosing their Personalised Security Credentials voluntarily or through negligence;
- iii. failing to verify the account to be debited before validating a payment.

These provisions apply within the limits of applicable law and do not affect the USER's statutory rights and protections under the French Monetary and Financial Code, in particular Articles L.133-18 et seq. relating to liability for unauthorised or improperly executed payment transactions.

13. Suspension of Services and Termination

In the event of a breach by the USER of one or more of its obligations under the T&Cs, FINTECTURE reserves the right, as soon as the breach(s) is (are) noted, to suspend the provision of the Services and to terminate the T&Cs, without notice or right to compensation. In this case, FINTECTURE will inform the USER as soon as possible by any means.

14. General provisions

The USER is informed that, due to the nature of the Services provided, the withdrawal period of 14 days provided for in the European regulation (Articles L. 222-7 et seq. of the French Consumer Code) is not applicable.

The T&C, as well as the rights and obligations related to it, cannot be assigned, conceded, delegated, transferred in any way whatsoever, in whole or in part, whether in return for payment or free of charge, by the USER, without the prior written consent of FINTECTURE.

In the event that any of the provisions of the T&C are deemed invalid by virtue of a legal principle, law, regulation or invalidation by a court decision, the parties agree that the remaining provisions of the T&C shall remain in force.

Unless otherwise provided, the fact that one of the parties has not required the application of any provision of the T&C shall not be considered as a waiver of the rights of that provision under the said provision.

The official language of the T&C and the provision of the Services is French. The French version of the T&C prevails over any translated English version.

15. Complaints and mediation

15.1. Claim

For any question or difficulty of a technical, administrative or commercial nature, or for any claim relating to the use of the Services and the Solution, the USER may:

- i. In the first instance, contact FINTECTURE's support department at the following e-mail address: support@fintecture.com.
- ii. Secondly, send a complaint by post to the following address: FINTECTURE SAS, 5 avenue du Général de Gaulle, 94160 Saint-Mandé.

In the event of a complaint, FINTECTURE will make its best efforts to acknowledge receipt of the complaint within a maximum of ten (10) days and to provide a definitive answer to the USER within a maximum of two (2) months from receipt of the complaint. FINTECTURE will also keep the USER regularly informed of the processing of his complaint. FINTECTURE may request any document (proof, written statement, etc.) supporting the USER's complaint.

15.2. Amicable settlement and mediation

In the event of a dispute between the USER and FINTECTURE in relation to the execution of the T&C and the provision of the Services, the USER and FINTECTURE will endeavour to find an amicable solution to their dispute.

In application of Article 99 of the PSD2 (Article L.316-1 of the French Monetary and Financial Code), the USER, when acting for nonprofessional purposes, is informed of the possibility of referring to the AFEPAME mediator free of charge and in all circumstances:

- i. By electronic referral from the AFEPAME consumer

- ombudsman website: [mediateur-consommation-afepame.fr](https://www.mediateur-consommation-afepame.fr) ;
- ii. By e-mail, to the address of AFEPAME's Consumer Ombudsman: contact@mediateur-consommation-afepame.fr ;
 - iii. By simple mail to the following postal address: "AFEPAME's Consumer Mediator c/o WEBHELP GRAY - Zac de Gray - Impasse Clément Ader 70100 Gray".

Any referral to AFEPAME's Consumer Mediator shall be acknowledged to the USER and an admissibility study carried out within three weeks of the date of the request. If the parties agree to enter into mediation, the outcome of the mediation shall, in principle, take place within a maximum period of 90 days from the date of the notification of admissibility sent by the AFEPAME consumer mediator to the USER, in accordance with Article R612-2 of the Consumer Code.

Recourse to mediation by the USER remains optional and does not constitute a necessary prerequisite for referral to a judge.

16. Applicable law and jurisdiction

The T&C and any dispute relating to their execution or interpretation are governed by French law.

In the event of a dispute that FINTECTURE and the USER cannot resolve amicably, a USER acting as a consumer may bring proceedings, at their choice, before either:

- the competent French courts under the French Code of Civil Procedure, or
- the court of the USER's habitual residence.

For USERS acting for professional purposes, exclusive jurisdiction is vested in the French courts.

Annex 1 – Fees applicable to Users

1. Fees applicable in Sweden

For any transaction initiated through FINTECTURE's Services and settled in a currency other than euro (EUR), a 2% foreign exchange (FX) processing fee may be applied to the total transaction amount.

These fees are automatically collected at the time of execution and are displayed to the USER prior to the validation of the transaction.

FINTECTURE may, at its sole discretion, decide not to apply these fees to certain MERCHANTS, categories of operations or within the framework of specific commercial agreements.

2. Information and transparency

Any change in applicable fees will result in an update of this Annex, available at any time on www.fintecture.com.