



General Terms and Conditions of Use of the Services

Last update : 4 september 2023

Acceptance of risks

By accepting the present TOS, Customers are aware that the Services offered by the Company are related to the digital assets sector and directly linked to blockchain technology, which has several consequences.

On the one hand, Customers are aware of the economic risks associated with the Services marketed. They acknowledge that digital asset markets are decentralized and unregulated, that the Services are not suitable for many investors and that they represent a high level of risk of loss of capital due to the extreme volatility of the markets.

Therefore, although the risk of loss does not exceed the amount invested, Customers agree not to invest funds they cannot afford to lose. Furthermore, Customers acknowledge that they understand that past performance is not indicative of future performance, which may vary both upwards and downwards.

On the other hand, Customers are aware of the technical risks associated with the Products and Services offered, including the risks associated with an error or security failure, whether or not associated with the blockchain, which may result in a loss of data or access to stored digital assets.

Finally, while the Company endeavors to provide access to accurate and precise content on its Site, it does not guarantee its completeness. Therefore, Customers acknowledge that they have conducted personal research before subscribing to any of the Services and have informed themselves of the risks inherent in their use.

1. Definitions

ACCOUNT: means the CRYPTO ACCOUNT and the EURO ACCOUNT of a CLIENT.

ACCOUNT CREDENTIALS: The CUSTOMER ACCOUNT number, specific to paymium.com, is provided upon registration to the paymium.com SERVICE. It precisely identifies a single CUSTOMER ACCOUNT.

AVAILABLE FUNDS or BALANCE: Means the total amount available on the EURO ACCOUNT or CRYPTO ACCOUNT since the completion date of the last payment transaction. This amount is the sum of the credits to the ACCOUNTS, minus the payments made by the CUSTOMER and minus applicable taxes and fees.



BANK CARD: means a CUSTOMER's bank card issued by a CUSTOMER's bank.

BANKING PARTNER : refers to the banking institution, the company Paynovate SA, is an electronic money institution licenced in Belgium established and having its registered office Rue des Colonies 18 à 1000 Bruxelles (N° BCE 0506.763.929).

CARD PARTNER: means the payment service provider WorldPay, enabling the processing of BANK CARD TRANSACTIONS by CLIENTS

CUSTODY: Refers to the storage by PAYMIUM of the CUSTOMER's DIGITAL ASSETS, on their behalf on the PLATFORM, by means of storage systems aimed at securing access to the DIGITAL ASSETS by the holders of private keys only.

CUSTOMER: Means any individual of legal age or legal entity having accepted these TOS to open a CUSTOMER ACCOUNT in accordance with identification instructions listed in article 8 of these TOS.

CUSTOMER ACCOUNT: means a CUSTOMER's dedicated and individualized digital space giving access to the SERVICES and features of the PLATFORM.

CRYPTO ACCOUNT: means the DIGITAL ASSETS account accessible from the CUSTOMER ACCOUNT.

DIGITAL ASSETS: refers to the digital assets available for sale, purchase and exchange on the PLATFORM.

EURO ACCOUNT: means the CUSTOMER's euro payment account accessible from the CLIENT ACCOUNT and provided by PAYMIUM acting as the BANKING PARTNER's payment service provider agent.

EMAIL TRANSFER: Refers to the transfer of DIGITAL ASSETS from a CRYPTO ACCOUNT to another or the transfer of EUROS from a EURO ACCOUNT to another on the PLATFORM.

FEE: means the remuneration paid to PAYMIUM in return for the use of one or more SERVICES, the rates for which are detailed in the PRICE LIST (<https://www.paymium.com/page/help/fees>)

FORK: Refers to the modification of a DIGITAL ASSET protocol leading to a permanent split in the blockchain resulting in the creation of a DIGITAL ASSET. As an example, on August 1, 2017, a FORK occurred on the Bitcoin blockchain, resulting in two separate blockchains, each supporting a separate cryptocurrency (Bitcoin and Bitcoin Cash).

NON-COOPERATIVE JURISDICTION: Refers to any country or territory that has been reported as not complying with international anti-money laundering principles or procedures by any intergovernmental body, such as the Groupe d'Action Financière (GAFI)

OTC PARTNER: means the OTC PARTNER is the liquidity partner enabling PAYMIUM to provide the OTC SERVICE to CLIENTS.

OTC PAYMIUM ACCOUNT: PAYMIUM's proprietary ACCOUNT dedicated to the provision of the OTC SERVICE.

OTC ("over the counter") SERVICE: Refers to all the services provided by PAYMIUM to enable CUSTOMERS to carry out over-the-counter transactions by means of the PLATFORM's dedicated tools ("OTC TRANSACTIONS").



PAYMENT INCIDENT: means any failure to debit the CUSTOMER's bank account in connection with a payment transaction or the receipt by the BANKING PARTNER of an unpaid debit notice following a payment dispute made by the holder of the BANK CARD used for the payment transaction.

PAYMENT SERVICES: means the payment services related to EURO ACCOUNTS, provided by PAYMIUM acting as agent of the PSP of the BANKING PARTNER.

PAYMIUM: Means the company registered under French law as PAYMIUM SAS, operating the SITE and SERVICES, having its registered office at 92100 Boulogne-Billancourt, 73, rue du Château, listed in the Commercial Register under number 533 264 800, registered with the AMF as a PSAN under number E2021-011.

PLATFORM: means the platform for buying, selling and exchanging DIGITAL ASSETS accessible from the SITE which enables the provision of SERVICES.

PRICE LIST: Refers to the list of tariffs related to the SERVICES, available on the SITE at the following address <https://www.paymium.com/page/help/fees>.

PRICE: means the currency price at which the Exchange takes place.

SALE PRICE: means the selling price in currency of the DIGITAL ASSETS.

SERVICE: means all services relating to the provision, development, security, CUSTODY, TRADE services, SERVICES relating to EURO ACCOUNTS, OTC TRANSACTION, maintenance and support of the PLATFORM by PAYMIUM, access to the CRYPTO ACCOUNTS and any other service listed herein in accordance with the applicable regulations in force.

SITE: Means the www.paymium.com website from which the SERVICES and the PLATFORM are accessible.

TOS: Refers to the present general terms and conditions of use of the SERVICES applicable to any CUSTOMER.

TRADE: means the transaction to purchase or sell DIGITAL ASSETS for Euros. A purchase transaction is a transaction in which the CUSTOMER exchanges a certain amount of currency against a certain amount of DIGITAL ASSETS at a PRICE and modalities set by the CUSTOMER. Similarly, a sale transaction is one in which the CUSTOMER exchanges a certain amount of DIGITAL ASSETS for a certain amount of currency at an execution PRICE resulting of the modalities chosen by the CUSTOMER for that trade.

TRADE ORDER: means the instruction given by the CUSTOMER to the PLATFORM for exchanging DIGITAL ASSETS against Euros or Euros against Bitcoins with another user at a PRICE and terms set by the CUSTOMER. The types of TRADE ORDERS currently available on the platform are "limit" and "market" orders.

TRANSACTION: means the transfer of currency or DIGITAL ASSETS to a third party, bank account, DIGITAL ASSET address or ACCOUNT. A transaction is carried out at the request of the CUSTOMER in the form of an EXCHANGE ORDER, or payment. A TRANSACTION may also consist of a credit to the ACCOUNT or a withdrawal of funds.

TRANSACTION CONFIRMATION (or NOTIFICATION): Specifies the e-mail, SMS or the confirmation message sent automatically by the SERVICES through a notification channel, to the beneficiary and to



the issuer of the transaction. This message sums up the essential elements of the transaction with its reference number.

UNHOSTED WALLET: means the CUSTOMER's personal, non-hosted portfolio containing the CUSTOMER's DIGITAL ASSETS, not held by PAYMIUM.

2. Object

These TOS are intended to govern (i) the terms and conditions of access to and use of the Platform, (ii) the terms and conditions of provision of the Services as well as the rights and obligations of the CUSTOMERS and PAYMIUM in this context.

The TOS come into force on the date they are posted on the PLATFORM and are therefore enforceable against any CUSTOMER, for the duration of its use.

The acceptance of the TOS by the CUSTOMER as indicated above and the version of the TOS accepted by the CUSTOMER are retained and stored securely and reliably in PAYMIUM computer systems.

The CUSTOMER, individual of legal age or legal entity, expressly declares his/her ability and/or to have received permission to use the SERVICES and warrants PAYMIUM against any liability arising from the use of the payment SERVICES by a person not having these capabilities/permissions.

3. Operators of the SITE and SERVICES, contact

The SITE, the PLATFORM and the SERVICES are operated by the company PAYMIUM.

PAYMIUM can be contacted at:

Mailing address: 73, rue du Château - 92100 BOULOGNE-BILLANCOURT - FRANCE Email : contact@paymium.com

4. Access to the SITE

CUSTOMERS are personally responsible for setting up the computer and telecommunications resources required to access the SITE. They shall bear the telecommunication costs of accessing the Internet and using the SITE.

CUSTOMERS are fully responsible for the proper operation of their computer equipment, and their connection to the Internet. CUSTOMERS shall ensure that their equipment does not have a problem or virus and is secure to prevent the risk that a third party obtains unauthorized access to data on Payment Services provided to CUSTOMERS.

CUSTOMERS will make every effort to preserve this security. CUSTOMERS shall ensure in particular that there is no risk that programs or viruses access and disrupt the platform computer systems. In particular, CUSTOMERS will ensure the safety of their computer using and regularly updating anti-virus, anti-spyware and personal firewall software.

CUSTOMERS take the technical risks associated with a power outage, an interruption of connections, a malfunction or overload of the network or systems.



In addition, CUSTOMERS are aware that they should contact the Internet service provider of their choice for Internet access and access to the platform. In this context, the CUSTOMERS are aware that they select their ISP and set the terms of their relations with the latter. In this context, the CUSTOMERS are aware that they are responsible for selecting an Internet provider and determine the relation with it. Neither PAYMIUM nor the BANKING PARTNER can be held responsible for damage arising from the Internet and/or data transmission by remote CUSTOMERs or to CUSTOMERs, especially in case of a conflict between a customer and his/her Internet access provider in relation to the confidential / personal data transmitted, telecommunication charges, maintenance of telephone lines and Internet network or service interruptions.

5. Risks

The main risks are related to the use of username and password. CUSTOMERS should not reveal their passwords to any third party and are required to maintain confidentiality in all circumstances.

They are also required when using the Internet or mobile Internet, to take the necessary measures to maintain a high level of security on their computers, in particular they are recommended to activate a second factor of authentication (2FA) which they must not handover the access to anyone.

PAYMIUM shall not be reliable for any consequences of the share, lost, theft of the username, password of 2FA of the CUSTOMER, this information is strictly personal and confidential.

6. Agreement with these TOS

The agreement of the CUSTOMER with these TOS is indicated by a check box when registering.

The agreement with these TOS can only be full. Any registration subject to conditions is considered null and void. If the CUSTOMER does not agree to be bound by TOS, he/she shall not access the SITE nor use the SERVICES.

PAYMIUM may, at its discretion, change or amend these conditions at any time. CUSTOMERS will be notified of such changes via the SITE or by any other mean. It is the CUSTOMER's responsibility to read the revised conditions. In the event of refusal, the CUSTOMER has 15 days from the date of receipt to close his account and withdraw the funds to his bank account and/or, if applicable, to one of his DIGITAL ASSETS addresses. After this period, the General Terms and Conditions of Use will be deemed to have been accepted by the CUSTOMER and will come into force.

7. Contract Duration and Termination

7.1. Duration

The TOS shall come into force upon acceptance of the TOS by the CLIENT for the entire duration of the provision of the SERVICES.

7.2. Right of withdrawal

The CUSTOMER has a withdrawal period of fourteen (14) calendar days to terminate the contract without additional CUSTOMER termination fee. This period starts from the date on which the contract is concluded i.e. the day on which the CUSTOMER has accepted these TOS. This withdrawal period can be ended earlier at the express request of the CUSTOMER or when the CUSTOMER place an order to



buy or sell on the SITE. This right of withdrawal may be exercised by the CUSTOMER without penalty and without giving any reason.

The CUSTOMER must notify his/her decision to renounce his/her PAYMIUM.com account by registered letter with acknowledgment of receipt sent to PAYMIUM headquarters (Article 3. "Operators of the SITE and SERVICES, contact" of these TOS). The CUSTOMER can use the form in Appendix 1 or send any other unambiguous declaration that expresses the CUSTOMERS will to renounce.

No compensation may be claimed by the CUSTOMER because of this termination.

If the CUSTOMER does not exercise his/her right to cancel the contract, said contract will be maintained in accordance with these TOS.

The CUSTOMER expressly acknowledges and agrees that any payment instruction made before the expiry of the withdrawal period is an express request of the CUSTOMER to perform the contract. The CUSTOMER will therefore not be entitled to cancel a payment instruction that would have been given and confirmed during the withdrawal period.

7.3. Termination by CUSTOMER

After this withdrawal period, the CUSTOMER may terminate the contract at any time by requesting the closure of his account via a support ticket in the "Help" section of the SITE.

In case of exercising the right of termination pursuant to the foregoing, the CUSTOMER is locked to prevent further use of the identifiers of the CUSTOMER. It will be kept for 12 months after the date of termination, to handle any claim regarding past trade orders created or executed before the effective date of the contract termination.

CUSTOMERS may also request termination of his CUSTOMER ACCOUNT by contacting customer support by email at support@paymium.com. Furthermore, the communication shall be sent from the email address registered on the CUSTOMER ACCOUNT. In this case the CUSTOMER shall specify at least the last name, first name and PAYMIUM.com identifier.

7.4. Suspension or termination by PAYMIUM

Temporary and immediate suspension of access to the SERVICES may be pronounced by PAYMIUM while waiting for regularisation by the CUSTOMER of his situation in the following cases:

- if the CUSTOMER has failed to comply with one or more of the provisions of the TOS.
- if the CUSTOMER has provided PAYMIUM or the BANKING PARTNER with inaccurate, false, outdated or incomplete identification data.
- for any measure regarding AML/CFT.

Reactivation of access to the SERVICES shall be at PAYMIUM's discretion.

PAYMIUM and the BANKING PARTNER reserve the right to seek legal redress for any damage they may have suffered as a result of the violation of the TOS.

PAYMIUM may decide to close a CUSTOMER ACCOUNT and terminate the TOS, without giving reasons, prior notice, formalities or compensation to the CUSTOMER in the event of a breach of these TOS, in the event of a court decision compelling it to do so, in the event of force majeure events, in the event of inappropriate behaviour by the CUSTOMER towards the Paymium team or on social networks



(slander, defamation, accusations, insults, etc.) or even in the event of suspected fraud. In the latter case, it is the CUSTOMER's responsibility to provide proof of good faith and the absence of fraud. Fraud or non-compliance with these TOS may result in legal proceedings.

8. SERVICES Description

8.1 CUSTOMER ACCOUNT

The CUSTOMER is responsible for the confidentiality of his CUSTOMER ACCOUNT, as well as his username and password. The CUSTOMER shall immediately notify by email to support@paymium.com any unauthorized access to his/her CUSTOMER ACCOUNT or any other case of security breach.

The CUSTOMER ACCOUNT is personal and unique and should never be disclosed to a third party.

The CUSTOMER agrees to take all reasonable precautions to protect the confidentiality of their username and password to access their ACCOUNT. In this regard, the CUSTOMER ACCOUNT agrees at least to the following:

- not write anywhere and in any case the password and other security devices and other codes transmitted by PAYMIUM to the CUSTOMER, even in encrypted form;
- to always keep his/her login and password from the prying eyes and prying ears;
- refrain from composing his username and password in front of any third party;
- check his/her CUSTOMER ACCOUNT regularly to detect suspicious transactions.

It is also strongly recommended that the CUSTOMER change regularly the password required for access to the platform. When he/she changes his/her password, the CUSTOMER shall ensure that the password does not consist of easily identifiable combinations (such as its ID, name, or name or date of birth or a close relative (spouse, child, etc..)) and more generally a word or combination of words in the dictionary, a word spelled backwards, one word followed by a number or a year, a password used for other purposes (including a personal email, etc.) CUSTOMERS shall ensure to choose a strong password that is long enough and composed, whenever possible, with a combination of both uppercase and lowercase letters, numbers, punctuation and special characters. PAYMIUM may, at its discretion, impose an expiration date for passwords beyond which the CUSTOMER cannot access the platform without changing his/her password.

To open a CUSTOMER ACCOUNT, the CUSTOMER is required to provide all required information concerning his or her identity to PAYMIUM or, if applicable, to the service providers used by PAYMIUM from the dedicated space on the SITE. This information is transmitted to PAYMIUM compliance in charge of validating the CUSTOMER ACCOUNT.

No ACCOUNT can be supplied, and no withdrawals can take place before the CUSTOMER ACCOUNT is verified.

Opening a CUSTOMER ACCOUNT may be requested by an individual of legal age or a legal entity. There can be only one CUSTOMER ACCOUNT per individual of legal age or per entity within the SERVICES provided by PAYMIUM.

The list of countries accepted as countries of residence for opening ACCOUNTS is available and updated on the SITE at the time of registration.



PAYMIUM's BANKING PARTNER is responsible for the creation and validation of the EURO ACCOUNT associated with the CUSTOMER ACCOUNT, the particular terms of which are subject to the PAYMENT SERVICES TOS.

8.2 Identity Documents and Proof of Residence

To use the service, the Customer must send PAYMIUM by electronic mail (email), mail or by uploading them directly to the dedicated space on the SITE, the following documents:

- A color scanned copy of a valid state issued identity document with MRZ: national identity card (front / back) or passport (page with photo) or residence/work permit (front / back) or driver's license (front/back with expiry date). A document without expiry date (e.g. old French driver's license) cannot be accepted as ID.
- Liveness verification
- A color scanned copy of a utility bill (water, gas, electricity, internet, telephone operator...) dated from less than three (3) months ago or last tax notice.

If the CUSTOMER is a Company, Association or Non-profit Organization (company, association), the following documents must be supplied:

- A scanned copy of the Company Statutes signed or authenticated.
- For Corporations, a certificate of corporate registration, dated from less than 3 months ago.
- A color scanned copy of a valid state issued identity document bearing the name of the Director mentioned in the Statutes: national identity card (front / back) or passport (page with photo) or residence/work permit (front / back) or driver's license (front/back with expiry date). A document without expiry date (e.g. old French driver's license) cannot be accepted as ID.
- A color scanned copy of a utility bill (water, gas, electricity, internet, telephone operator...) bearing the name of the company mentioned in the Statutes, dated from less than three (3) months ago. If the company is hosted by the director, a color copy of a bill in his or her name (water, gas, electricity, internet, telephone operator) dated from less than three (3) months, corresponding to the K-Bis.
- For Non-profit Organizations, a copy of the registration document.
- Proof of activity (Balance Sheet, P&L etc..).
- List of the beneficial owners.
- ID document and proof of residence of the beneficial owners that hold more than 25% of shares.
- Bank detail information.

PAYMIUM or the BANKING PARTNER reserves the right to request any other document or information, to perform the necessary checks compliance with legal obligations, including in the fight against money laundering, even below the minimum thresholds fixed by law.

8.3 Secure storage of the documents provided

PAYMIUM shall store securely on an electronic medium, for eight (8) years after ending the relationship with the CUSTOMER, all valid identity documents and valid proof of residence documents provided by the CUSTOMER.

9. Description of the PAYMENT SERVICES

9.1. Role of the BANKING PARTNER



The purpose of the BANKING PARTNER is to manage the "Cash-in" and "Cash-out" in Fiat currency. The General Terms and Conditions of Use of the BANKING PARTNER are available [here](#) and are deemed accepted by the CLIENT.

9.1.1. Cash-In and Cash-Out Management

This service refers to the collection on behalf of the agent of the sums paid by the CLIENTS and the funding of the EURO ACCOUNTS created on the platform of the BANKING PARTNER. The funds generated by a CLIENT's payment will be isolated to specific account held by the BANKING PARTNER, which will then proceed to the Cash-Out according to the e-money balance at the time of the CLIENT's Cash-Out request. This service refers all transactions carried out to create, control, secure and manage the different EURO ACCOUNTS, as well as the management of incoming money flows and wire withdrawals.

The BANKING PARTNER will perform the following tasks:

- Creation of EURO ACCOUNTS
- Crediting of EURO ACCOUNTS
- Process money flows between EURO ACCOUNTS
- Process wire transfers from the segregated, pooled account to the bank account of the CLIENT, at the request of the CLIENT through the PAYMIUM platform.

9.1.2. Custody of Data

The data relating to a EURO ACCOUNT is collected and stored in Europe, in a secure environment, for the duration of the use of this account and for a period of eight (8) years after the closure of the EURO ACCOUNT.

9.2. Chargebacks and overdrafts

Any transaction by credit card or bank wire in order to fund an EURO ACCOUNT, which would be subject to an overdraft notice, bank rejection, recall or chargeback request will result in the amount being automatically deducted from the balance of the EURO ACCOUNT. In this situation the BANKING PARTNER shall be entitled to refuse to credit all future remittances made by the credit card or by the EURO ACCOUNT that led to the incident.

9.3. Confirmation of the execution of the credit of the EURO ACCOUNT or of a withdrawal

When a credit to the EURO ACCOUNT or a withdrawal is made, the PLATFORM or the BANKING PARTNER shall automatically send an email confirming the transaction to the CLIENT.

9.4. Blocking and freezing the EURO ACCOUNT

The temporary and immediate blocking of a EURO ACCOUNT may be carried out by PAYMIUM and/or the BANKING PARTNER for any reason, at its sole discretion, and in particular:

- if the CLIENT has not complied with the provisions of these TOS;
- if the CUSTOMER has provided PAYMIUM or the BANKING PARTNER with inaccurate, outdated or incomplete identification data;
- if PAYMIUM or the BANKING PARTNER receives a large number of non-payments or challenges to unauthorized Payment Transactions. The CLIENT will be notified of this decision by any means. The blocking of the EURO ACCOUNT being intended to protect the CLIENT, it cannot in any case give rise to the payment of damages to the latter;



The reactivation of the EURO ACCOUNT shall be at the discretion of PAYMIUM, on the basis of additional information or documents that may be requested. Depending on the seriousness of the violation and, in particular, in the event of use of the EURO ACCOUNT for illicit purposes or contrary to good morals, PAYMIUM reserves the right to terminate the contract.

PAYMIUM reserves the right to apply penalties and administration costs to the CLIENT and to claim damages.

In application of the filtering measures used by PAYMIUM (based in particular on the lists of internal sanctions and politically exposed persons), a EURO ACCOUNT may be frozen immediately by the latter in the event of a risk of fraud, of the presence of the CUSTOMER on the French national register of measures for the freezing of assets, of money laundering or the financing of terrorism, or of a risk that could affect the security of the EURO ACCOUNT.

The EURO ACCOUNT may be released after full verification by PAYMIUM's anti-money laundering and anti-terrorist financing team, and the funds will be processed in accordance with the measures laid down by the Direction Générale du Trésor.

9.5 CLIENTS' disputes or requests related to payment services

Any dispute or request relating to:

- information provided by the BANKING PARTNER or by the SERVICE;
- an error in the execution of a payment or in its non-execution;
- or any other reason;

must be notified to PAYMIUM by the CUSTOMER within fifteen (15) calendar days from the day on which the CUSTOMER became aware of it or is presumed to have become aware of it (in particular, taking into account the CUSTOMER's habits of consulting his ACCOUNT and the date and time of his last access to his ACCOUNT), or within any longer period provided for by specific provisions or by law.

This notification can be sent by email to the following email address: contact@paymium.com or by mail to the following address:

Company PAYMIUM
73 rue du Château
92100 Boulogne-Billancourt
FRANCE

Incorrect account entries on behalf of the CLIENT, be they excess credit or excess debit, that the BANKING PARTNER has recognized and accepted following a request from the CLIENT are corrected automatically without notice. The maximum processing time for claims related to other aspects of the service is 2 months from the date of receipt of the claim. If, however, due to the complexity of the subject of the claim, the processing time exceeds the initial 2 months, this delay will be motivated and explained to the CLIENT.

10. Trades

The PLATFORM allows the CUSTOMER to submit TRADE ORDERS for the purchase or sale of DIGITAL ASSETS. The PRICE is set by the CUSTOMER at the sole discretion of the CUSTOMER.

To perform a trade order, the CUSTOMER must log in to the SITE with his/her CUSTOMER ACCOUNT credentials. In the "Trade" menu, the CUSTOMER chooses to buy or sell DIGITAL ASSETS. In the case



of a buy order, the SITE displays indicatively the price for the best sale offer available at that time. Conversely, in the case of a sell order, the SITE displays an indicative price corresponding to the highest buy offer available at that time. The CUSTOMER is free to modify the indicative price and to submit his/her TRADE ORDER at his/her desired price.

The CUSTOMER then chooses the amount of DIGITAL ASSETS he/she wishes to buy or sell. This amount is left to his/her sole discretion.

The SITE calculates the total amount of the TRADE ORDER that the CUSTOMER can check before confirming it. The total amount of the TRADE ORDER must be less than or equal to the amount available on the CUSTOMER ACCOUNT. No short TRADE ORDER can be submitted.

The TRADE ORDERS submitted by the CUSTOMER are binding the CUSTOMER. The CUSTOMER shall submit a TRADE ORDER only after careful review and consideration of the market conditions and of the data to be submitted in the TRADE ORDER. As soon as the TRADE ORDER can be matched with compatible orders, a set of irreversible trading transactions occurs without further notice.

The CUSTOMER also acknowledges that he / she cannot enjoy the rights of withdrawal and return given the volatility and fluctuating price of DIGITAL ASSETS, in accordance with Article L. 221-28-2° of the Consumer Code.

When the CUSTOMER submits to the PLATFORM an order to buy DIGITAL ASSETS, he/she acknowledges that the order submitted also indicates his/her consent so that the PAYMIUM debits his/her ACCOUNT when the trade order is executed to the conditions of the offer made by the CUSTOMER.

11. OTC Service

11.1 Terms of the OTC Service

11.1.1 Eligibility conditions for the OTC SERVICE

The OTC SERVICE is provided to all CUSTOMERS who have a CUSTOMER ACCOUNT validated in accordance with the provisions of Article 8 and which is not subject to suspension or closure.

The minimum amount of an OTC TRANSACTION is 50,000 euros. PAYMIUM reserves the right to raise or lower this minimum threshold at any time.

11.1.2 Conduct of the OTC TRANSACTION

The CUSTOMER wishing to carry out an OTC TRANSACTION shall contact the PAYMIUM OTC desk by completing the OTC contact form available on the SITE.

The CUSTOMER shall then indicate to PAYMIUM the nature of the OTC TRANSACTION he wishes to carry out (purchase or sale of DIGITAL ASSETS) and the quantity of DIGITAL ASSETS he wishes to purchase or sell over the counter and off the market.

PAYMIUM will then offer the CLIENT the purchase or sale price quoted by the OTC PARTNER.

If the CUSTOMER accepts these transaction conditions, PAYMIUM will send him/her by email a TRANSACTION CONFIRMATION summarizing the essential terms of the OTC TRANSACTION, including in particular the agreed quantity of DIGITAL ASSETS to be bought or sold, the agreed



purchase or sale price (the "COUNTERPART"), the date on which the DIGITAL ASSETS or EUROS funds are to be paid by the CLIENT and the date on which the COUNTERPARTY is to be paid by PAYMIUM, as well as any other condition precedent to which the CLIENT or PAYMIUM shall have agreed to submit the OTC TRANSACTION.

On the date provided for in the TRANSACTION CONFIRMATION, the CLIENT shall transfer the agreed quantity of DIGITAL ASSETS or EUROS via an EMAIL TRANSFER from his ACCOUNT to the PAYMIUM OTC ACCOUNT, the details of which shall be provided to the CLIENT by PAYMIUM in the TRANSACTION CONFIRMATION.

The OTC PARTNER then transfers the COUNTERPART to the PAYMIUM ACCOUNT. Once the COUNTERPARTY is received, PAYMIUM transfers the agreed amount of DIGITAL ASSETS or EUROS to the OTC PARTNER. PAYMIUM then transfers the COUNTERPART from its ACCOUNT to the CUSTOMER's ACCOUNT on the date agreed in the TRANSACTION CONFIRMATION.

11.1.3 Modification or withdrawal of the OTC TRANSACTION

In the event that the OTC TRANSACTION is subject to a condition precedent, the CUSTOMER or PAYMIUM may modify (under the conditions provided for this purpose in the TRANSACTION CONFIRMATION) or cancel the OTC TRANSACTION as long as the condition to which the OTC TRANSACTION is subject has not been fulfilled and the period of execution of the OTC TRANSACTION fixed in the TRANSACTION CONFIRMATION has not expired.

In the event that PAYMIUM and/or the OTC PARTNER suspect(s) that the transaction involves (or presents a high risk of involvement in) money laundering, terrorist financing, fraud or any other type of crime, PAYMIUM and/or the OTC PARTNER reserves(s) the right to cancel the OTC transaction including after its execution.

Any modification requested by the CUSTOMER shall result in PAYMIUM sending a new TRANSACTION CONFIRMATION.

Any modification or cancellation by the CUSTOMER may result in the payment of fees by the CUSTOMER.

11.1.4 FORK

Unless expressly provided for in the TRANSACTION CONFIRMATION, any crypto-currency resulting from a FORK is excluded from the OTC TRANSACTION.

In the event that a FORK occurs between the TRANSACTION CONFIRMATION and the end of the execution period specified in the TRANSACTION CONFIRMATION, then (i) the OTC TRANSACTION is canceled, or (ii) it is executed, but only in the crypto-currency specified in the TRANSACTION CONFIRMATION.

11.1.5 Fees

The OTC SERVICE fees applied by PAYMIUM are included in the final price communicated to the client.

11.1.6 Taxes

The price given to the DIGITAL ASSETS in the context of an OTC TRANSACTION is exclusive of taxes, unless expressly stated otherwise in the TRANSACTION CONFIRMATION.



In the event that taxes are applicable to the sale of the DIGITAL ASSETS subject to the OTC TRANSACTION, such taxes shall be borne by the buyer. If it is later determined that the seller was responsible for paying the taxes on the OTC TRANSACTION, the buyer shall reimburse the seller for the amount of these taxes upon notification by the seller including the evidence of the payment of the taxes made.

11.1.7 Privacy relating to OTC TRANSACTIONS

PAYMIUM and the CLIENT undertake to keep strictly confidential all information relating to the OTC TRANSACTIONS and their existence ("CONFIDENTIAL INFORMATION").

The Parties may, however, disclose the CONFIDENTIAL INFORMATION to their officers, employees, affiliates, or outside advisors providing compliance services to them in connection with applicable anti-money laundering and anti-terrorist financing requirements. In the event that either Party is required to disclose CONFIDENTIAL INFORMATION pursuant to law, regulation, court order, or order of a competent authority, then such Party shall promptly notify the other Party in advance of such disclosure obligation so that the other Party may obtain a measure of protection for the CONFIDENTIAL INFORMATION or exercise any other appropriate remedy.

11.1.8 Discontinuation of the OTC SERVICE

PAYMIUM may, at any time and at its sole discretion, cease to provide the OTC SERVICE.

Such cessation of the OTC SERVICE shall not affect the obligations of PAYMIUM and the CLIENT under an ongoing OTC TRANSACTION.

11.2 Obligations of the Parties relating to the OTC SERVICE

11.2.1 Obligations of PAYMIUM relating to the OTC SERVICE

PAYMIUM undertakes to transfer the COUNTERPART to the ACCOUNT indicated by the CUSTOMER, subject to (i) validation of the TRANSFER BY EMAIL from the CUSTOMER, (ii) the fulfillment of the event referred to in the condition precedent to which the OTC TRANSACTION would be subject, if applicable, and (iii) payment by the CUSTOMER of the costs associated with the OTC SERVICE.

11.2.2 Obligations of the CLIENT regarding the OTC SERVICE

In addition to the obligations set out in Articles 5, 8 and 22 of the TOS, the CUSTOMER undertakes to provide PAYMIUM with the information that PAYMIUM requires, which must be accurate, precise and up-to-date, so that PAYMIUM is able to carry out the OTC TRANSACTION under the conditions and within the timeframe set out in the TRANSACTION CONFIRMATION.

PAYMIUM shall not be held liable for the consequences of the CUSTOMER's incorrect communication of this information, and in particular the communication of incorrect ACCOUNT or EMAIL TRANSFER details.

The CUSTOMER undertakes to pay into the PAYMIUM ACCOUNT the DIGITAL ASSETS or EUROS provided for in the TRANSACTION CONFIRMATION on the date provided for in the TRANSACTION CONFIRMATION.

In case of modification or cancellation of the OTC TRANSACTION by the CUSTOMER before the end of the execution period fixed in the TRANSACTION CONFIRMATION, the CUSTOMER undertakes to pay the fees provided for in article 11.1.3.



The CUSTOMER agrees to pay the fees set forth in Article 11.1.5 and, if applicable, the taxes set forth in Article 11.1.6.

11.3 Conditions of an OTC TRANSACTION

The CUSTOMER acknowledges and accepts that the OTC SERVICE provided by PAYMIUM does not include any advisory service on the part of PAYMIUM, in particular on the opportunity, conditions or consequences of any OTC TRANSACTION.

It is the responsibility of the CLIENT to conduct its own analyses before proceeding with any OTC TRANSACTION and the CLIENT is solely responsible for its decision to conclude the OTC TRANSACTION after having measured all the risks associated with such a transaction.

In addition, the CUSTOMER initiating the OTC TRANSACTION warrants to PAYMIUM:

- (a) that he is the rightful owner of any DIGITAL ASSET he transfers to the PAYMIUM OTC ACCOUNT, and that none of such DIGITAL ASSET is encumbered by any security interest, lien, pledge, or claim (existing or likely to exist) or any other similar right;
- (b) that he is the sole rightful owner of the ACCOUNT he is using for the execution of the OTC TRANSACTION and that no third party has any right, title or interest in such ACCOUNT;
- (c) he/she is not on the United States Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons List;
- (d) it is not a foreign shell bank;
- (e) it does not reside in a NON-COOPERATIVE JURISDICTION and the funds used for the OTC TRANSACTION do not originate from or pass through a NON-COOPERATIVE JURISDICTION;
- (f) that the performance of the OTC TRANSACTION does not violate any law, regulation, order, decree, judgment, arbitration award, or governmental restriction to which the CUSTOMER is subject, or a contract to which it is a party.

The CLIENT shall hold PAYMIUM harmless against any claim by a third party against PAYMIUM arising from the CLIENT's failure to comply with one of the guarantees provided for in this article, and the CLIENT shall bear the cost of any damages or other consequences arising from the CLIENT's failure to comply with one of the guarantees provided for in this article.

12. Custody

12.1 CUSTODY service principles

12.1.1 Accessibility

The CUSTODY is offered to all CUSTOMERS with a CRYPTO ACCOUNT validated in accordance with the provisions of Article 8, and not subject to suspension or closure.

It is however recommended to the CUSTOMER to organize the transfer of his DIGITAL ASSETS from the PLATFORM to an alternative method of custody under the control of the CUSTOMER as soon as possible after the completion of any TRANSACTION giving rise to the CUSTODY of DIGITAL ASSETS on the PLATFORM on behalf of the CUSTOMER.

The Balance of the CRYPTO ACCOUNT is accessible (i) on the SITE (except in the event of a technical incident, in particular one related to a power cut, interruption of connections, malfunction or overload of networks or systems) and (ii) by the CUSTOMER only.



By accepting that PAYMIUM stores his DIGITAL ASSETS on his behalf during the duration of the CUSTODY, the CUSTOMER expressly authorizes PAYMIUM to dispose of them in order to manage the TRANSACTIONS ordered by the CUSTOMER.

12.1.2 Duration

The CUSTODY duration corresponds to the period from the date of deposit of DIGITAL ASSETS on the CRYPTO ACCOUNT of this CUSTOMER (following a TRANSACTION carried out via the SERVICE) until the date on which the Balance of the CRYPTO ACCOUNT is equal to zero.

12.1.3 Fees

PAYMIUM reserves the right to apply a dormancy fee to ACCOUNTS that remain inactive for a period of time, as specified in the PRICE LIST.

12.1.4 Forks

In the event of a FORK on a crypto asset, PAYMIUM may at its own discretion decide to add the new coin on the platform. In case PAYMIUM decides to add the coin, PAYMIUM will not commit to a timeframe for implementation.

12.2 Obligations of Parties

12.2.1 Obligations of PAYMIUM concerning CUSTODY

PAYMIUM shall ensure that the CUSTOMER's DIGITAL ASSETS are separated in the blockchain from its own DIGITAL ASSETS, and shall provide assistance to enable the CUSTOMER to exercise the rights attached to the DIGITAL ASSETS that are the subject of CUSTODY by PAYMIUM.

PAYMIUM shall not make use of the CUSTOMER's DIGITAL ASSETS and the rights attached thereto without the CUSTOMER's express agreement, except for their handling in the context of the CUSTODY.

PAYMIUM will maintain the position of each of its CUSTOMERS in secure databases. A position statement of the DIGITAL ASSETS booked in their name in CUSTODY can be downloaded by the CUSTOMER.

PAYMIUM shall implement the means at its disposal to ensure the security of the DIGITAL ASSETS stored on the PLATFORM.

However, PAYMIUM shall not be liable for the consequences for CUSTODY of (i) a case of force majeure, (ii) an error, negligence or malicious act on the part of the CUSTOMER, (iii) the CUSTOMER's failure to comply with the TOS, (iv) an attack on the security of the CUSTOMER's system or environment of any nature whatsoever, (v) a computer attack, computer hacking, a logical attack or a virus affecting the CUSTOMER's computer, messaging system, telephone or computer resources.

PAYMIUM shall ensure that the necessary means are put in place to return the DIGITAL ASSETS under the conditions provided for in article 12.3.

12.2.2 Obligations of the CUSTOMER for CUSTODY

In addition to the obligations set forth in Articles 5, 8 and 22 of the TOS, the CUSTOMER undertakes to provide PAYMIUM with accurate and precise information, so that PAYMIUM is able to return the DIGITAL ASSETS under the conditions and within the timeframes set forth in Article 12.3 of the TOS.



PAYMIUM shall not be held liable for the consequences of the CUSTOMER's incorrect communication of this information, and in particular the communication of an incorrect address.

In the event of CUSTODY on behalf of a CUSTOMER whose CUSTOMER ACCOUNT is inactive, the CUSTOMER undertakes to pay the CUSTODY fees provided for in Article 12.1.4.

12.3 Return of DIGITAL ASSETS in CUSTODY

The CUSTOMER may at any time request PAYMIUM to return all or part of the DIGITAL ASSETS held on his account on the PLATFORM.

The return shall be made by means of a TRANSACTION of the CLIENT's choice.

PAYMIUM undertakes to return to the CUSTOMER who so requests his DIGITAL ASSETS in CUSTODY as soon as possible, except in the event of an event not attributable, directly or indirectly, to PAYMIUM, and in particular when:

- the CUSTOMER ACCOUNT has been suspended or closed;
- PAYMIUM suspects that the CUSTOMER is not the source of the request for restitution;
- a competent authority objects to such restitution;
- PAYMIUM's compliance department is opposed for motives of the anti-money laundering and anti-terrorist financing (within the meaning of the regulations in force in France and in the European Union);
- PAYMIUM suffers or has suffered a cyber attack, is the object of an attack or attempted logical attack, a virus, a physical attack on its premises or undermining the integrity of its personnel in the performance of their duties, and more generally when one of the cases of exclusion of liability occurs;
- the SITE and more generally PAYMIUM's computer systems are undergoing maintenance;
- the CUSTOMER is deceased or can no longer be reached.

In the event that PAYMIUM is unable to return the DIGITAL ASSETS under CUSTODY on behalf of the CUSTOMER, PAYMIUM undertakes to compensate the CUSTOMER for the equivalent value in euros of the DIGITAL ASSETS in question on the day of the request for their return (at the time of closure of the operations decided by PAYMIUM).

In the event of termination of the contract, PAYMIUM undertakes to return to the CLIENT its DIGITAL ASSETS under CUSTODY, under the conditions provided for in Article 20.

13. Specific conditions for BANK CARD TRANSACTIONS

13.1 Purpose

The PLATFORM offers the CUSTOMER :

- to purchase DIGITAL ASSETS by BANK CARD. To this end, it delegates the payment and supply of crypto-assets to the BANK CARD PARTNER. The DIGITAL ASSETS sold are provided by the BANK CARD PARTNER, transferred to PAYMIUM in order to be credited to the CUSTOMER's ACCOUNT; and
- to fund his EURO ACCOUNT by BANK CARD.



By making TRANSACTIONS by BANK CARD, the CUSTOMER acknowledges having read and accepted the terms of use of the BANK CARD PARTNER, which can be consulted here: [Terms of use](#), [Privacy Policy](#), [WorldPay Agreement](#).

13.2 Price of the DIGITAL ASSETS

The prices displayed are inclusive of all taxes.

As DIGITAL ASSETS are very volatile, the prices displayed on the PLATFORM may change between the CUSTOMER's order and the validation of the TRANSACTION.

CUSTOMERS acknowledge and accept that the final price of the DIGITAL ASSETS is that which will be displayed at the time of validation of the TRANSACTION. The CUSTOMER accepts a possible maximum variation of 2% between the displayed price and the final price. If the CUSTOMER does not accept the final price, he/she should not validate the TRANSACTION.

The number of DIGITAL ASSETS delivered is calculated at a market price on the basis of the price paid in Euros. PAYMIUM reserves the right to suspend or stop the sale of DIGITAL ASSETS by BANK CARD.

13.3 Delivery of DIGITAL ASSETS

PAYMIUM shall use all reasonable technical means to ensure the correct delivery of purchases by BANK CARD. The CUSTOMER acknowledges, however, that PAYMIUM cannot be held responsible for delivery delays, whether they are attributable to the BANK CARD PARTNER, the blockchain or any other reason.

13.4 Limits

PAYMIUM reserves the right to place weekly and monthly limits on the purchase of DIGITAL ASSETS by BANK CARD.

The use of a VPN by the CUSTOMER may block BANK CARD TRANSACTIONS on the PLATFORM due to the restrictions of the BANK CARD PARTNER and PAYMIUM. Neither PAYMIUM nor the BANK CARD PARTNER may be held liable for the failure of a TRANSACTION due to the use of a VPN by the CUSTOMER. Furthermore, this refusal shall not be subject to any compensation whatsoever for the benefit of the CUSTOMER.

13.5 Prevention of BANK CARD fraud

The BANK CARD PARTNER is responsible for the correct execution of BANK CARD TRANSACTIONS carried out by the CUSTOMER. In the event of (i) an unauthorized or incorrectly executed payment transaction or (ii) the loss, theft or misappropriation of his BANK CARD, the CUSTOMER is required to declare this to the BANK CARD PARTNER as soon as possible. PAYMIUM shall not be held responsible for such operations.

The BANK CARD PARTNER may carry out additional identity and documentary checks. The verification of the validity of the payment is delegated to the BANK CARD PARTNER. In addition, PAYMIUM reserves the right to suspend the sale of DIGITAL ASSETS to a CUSTOMER as well as to suspend the delivery of orders, or even the issue of DIGITAL ASSETS on suspicion of fraud. To remove the presumption of fraud, documents and a bank contact may be requested and verified by PAYMIUM.

13.6 Exchange, Return and Refund



According to the law, the right of retraction does not apply to digital content provided on an intangible medium whose execution has begun with the agreement of the CLIENT and for which the CLIENT has waived his/her right to retract. A DIGITAL ASSETS or fraction/multiple of DIGITAL ASSETS consists of a string of messages bearing digital signatures and therefore constitutes a digital content. The CUSTOMER waives his/her right to retract by ordering DIGITAL ASSETS on the PLATFORM.

13.7 Securing Transactions

PAYMIUM delegates the security of banking transactions to the BANK CARD PARTNER. The information relating to a BANK CARD is transmitted by the CUSTOMER directly to the BANK CARD PARTNER via an API integrated into the PLATFORM.

13.8 Accuracy of information provided

The information provided must be accurate. In particular, in the case of a BANK CARD purchase, the name of the cardholder on the card must correspond to the name of the bank account holder.

In particular, CUSTOMERS who are legal entities are required to use a BANK CARD in the name of the said legal entity. The natural person representatives of legal entity CUSTOMERS may not use BANK CARDS in the name of the legal entity.

Failing this, PAYMIUM reserves the right to suspend access to the account until the information provided by the CUSTOMER has been verified.

14. MYWALLET Service

14.1 Description

The MyWallet service accessible on the PLATFORM allows CUSTOMERS to create their own UNHOSTED WALLET.

The backup data of the UNHOSTED WALLET is chosen and kept exclusively by the CUSTOMER. This backup data, forming the private key, is in the form of a word list and allows full access to the CUSTOMER's UNHOSTED WALLET.

This security allows the CUSTOMER to restore the UNHOSTED WALLET in the event of loss, theft or destruction of the UNHOSTED WALLET's medium (telephone, computer or other).

14.2 Special risks

CUSTOMERS should be aware of the technical risks associated with UNHOSTED WALLET (non-custodial wallet), which include, but are not limited to, risks arising from an error or security flaw associated with the Blockchain, which may result in a loss of data or loss of access to their DIGITAL ASSETS.

This technological risk may result from an error or security flaw associated with the Blockchain, enabling and/or resulting in the hacking and theft of data from the UNHOST WALLET.

These risks also include damage resulting from loss or theft of the private key securing access to the UNHOSTED WALLET, which may result in permanent loss of access or unauthorised access to the CUSTOMER's DIGITAL ASSETS.

14.3 Obligations and responsibilities of the Parties



14.3.1 Obligations of the CUSTOMER regarding the UNHOSTED WALLET

The CUSTOMER is solely responsible for accessing and using the UNHOSTED WALLET and must make strictly personal and confidential use of its private key.

The storage in any form of the private key and its security is the sole responsibility of the CUSTOMER.

The CUSTOMER shall not disclose his private key and shall take all necessary measures to secure access to his UNHOSTED WALLET.

14.3.2 No liability on the part of PAYMIUM for the UNHOSTED WALLET

CUSTOMERS expressly acknowledge that the MyWallet service is limited to the provision of an infrastructure enabling the creation of a UNHOSTED WALLET by the CUSTOMER.

This service does not involve CONSERVATION by PAYMIUM. Thus, PAYMIUM does not manage the means of access to the CUSTOMER's UNHOSTED WALLET and will not be able to retrieve the details of the private key chosen by the CUSTOMER, nor to provide a replacement for this private key.

Therefore, the CUSTOMER acknowledges and agrees that he/she is solely responsible for the security of his/her UNHOSTED WALLET, data and funds.

PAYMIUM cannot be held responsible for any errors in the storage of the private key of a CUSTOMER's UNHOSTED WALLET, its loss or theft. Furthermore, PAYMIUM shall not be liable for any damage resulting from such a storage error, loss or theft of the private key.

15. Transfer of DIGITAL ASSETS

PAYMIUM implements all reasonable technical means to ensure the proper execution of transfers of DIGITAL ASSETS. The CUSTOMER acknowledges, however, that PAYMIUM is not responsible for problems related to the Internet or to the blockchain on relevant DIGITAL ASSETS. In particular, PAYMIUM can not be held responsible for the occurrence of a fork on a DIGITAL ASSETS blockchain that could invalidate certain past transactions.

Transfer of DIGITAL ASSETS to an external address that does not belong to the SERVICE and to the PLATFORM shall not be processed in real time but shall be processed several times a day, included week-ends and holidays, with an interval of a few hours. This allows PAYMIUM to proceed to security verifications, to manage the cold storage of the private keys if necessary. PAYMIUM will not be held responsible for any delay in the execution of a transfer during additional or technical verifications.

16. Fees

Fees may apply to transactions made via the SERVICES. The CUSTOMER is deemed to have reviewed the PRICE LIST for each SERVICE before making a transaction. Changes to the PRICE LIST shall be published at least two weeks before they take effect.

Unless the user cancels the TOS within the specified period, the new rates shall be deemed to have been accepted by the user at the end of the two-week period.

17. Limits



The CUSTOMER agrees that PAYMIUM may, without prior notice and at its discretion, place daily or monthly limits on transactions via the SERVICES. These limits are necessary to limit the consequences of fraud or identifiers becoming compromised. These limits may be changed on request after sending additional identification documents.

18. Refusal to execute a trade order

The execution of an order is subject to the actual receipt of the funds by the BANKING PARTNER, from the CUSTOMER's bank account.

The CUSTOMER's bank may refuse to execute a payment order for various reasons, including the lack of provision, or any other legitimate reason. Neither PAYMIUM nor the BANKING PARTNER can be held responsible for non-execution of payment due to the refusal to pay by the CUSTOMER's bank.

PAYMIUM or the BANKING PARTNER may also refuse to execute a payment order for any other legitimate reason or condition the execution of a payment order to the receipt of documents (identity and proof of address, bank or canceled check).

PAYMIUM can - but is not required to - refuse to execute payment orders in particular when:

- PAYMIUM has not received the necessary funds from the customer's bank or the BANKING PARTNER;
- The limits of use of the Platform are reached or when the maximum number of payment orders that can be made has been reached;
- The payment order contains a factual error, especially when incorrect, inaccurate or incomplete information prevented PAYMIUM from identifying the Beneficiary;
- The CUSTOMER has violated any of his/her obligations under these TOS or other agreements entered into by the customer as part of the platform or if the customer does not comply with PAYMIUM's instructions;
- The CUSTOMER is neither an individual of legal age nor a legal entity;
- The payment order was not initiated by the CUSTOMER;
- The CUSTOMER is not identified and/or attempted to create a new account using the same contact information (e.g. the same e-mail address) and/or the same bank account information and/or the same payment account information;
- A legal or contractual provision requires or permits PAYMIUM not to execute payment transactions and/or to stop the Platform operations.

Refusal to execute a payment order by PAYMIUM can be notified to the customer at the end of the implementation of automated processes and of the specific investigations conducted by trained and qualified staff of PAYMIUM. Unless otherwise provided by law, refusal to execute a payment order is notified by PAYMIUM to the customer within one business day following the refusal of execution via a message on the CUSTOMER account page and via e-mail. Unless otherwise provided, the notification contains the reasons for the refusal and, if the refusal is based on a clerical error, it contains the procedure to correct this error.

When the refusal to execute a payment order occurs due to the fact that the limits of payment transactions and/or maximum amount of payment transactions has been reached, the notification of refusal to the customer shall be displayed in an ad hoc message on the screen of the CUSTOMER computer or the screen of any other technical means used by the Originating CUSTOMER to validate the payment order. In this case, PAYMIUM will not be required to give any further notification of refusal to the CUSTOMER.



It is important to note that a refused payment order is deemed not received. The customer accepts that, under these assumptions, the charges of taking orders referred to in the PRICE LIST charged by PAYMIUM remain with PAYMIUM.

19. Responsibilities

PAYMIUM can not be held responsible for technical malfunctions of devices independent of his control. External links that may be provided via the SERVICE are for information only. PAYMIUM accepts no responsibility, directly or indirectly, on the products and services which these external links refer to.

In case of fraud, PAYMIUM shall keep at the disposal of the competent authorities all information in its possession. The CUSTOMER agrees that his/her ACCOUNT can be suspended at the request of a competent judicial authority.

The CUSTOMER agrees to comply with the regulations applicable to the operations he/she requests, or he/she performs and recognizes meet legal and regulatory obligations incumbent upon him in relation to his/her ACCOUNT; particularly with regard to nationality and/or to the applicable regulations in the country or to taxation, customs and financial regulations with foreign countries. Neither PAYMIUM nor the BANKING PARTNER can be held responsible for any infringement by the CUSTOMER in this regard.

The CUSTOMER agrees to update all of his/her required PAYMIUM account information about him/her.

(a) Responsibility of PAYMIUM concerning unauthorized payment operations (in case of dispute in a timely manner)

If a payment transaction can not be considered by PAYMIUM as having been authorized by the CUSTOMER, except in cases where the CUSTOMER remains responsible for any loss, PAYMIUM shall refund to the CUSTOMER the amount of the payment transaction in question.

However, the CUSTOMER remains responsible for losses related to unauthorized payment transaction in the following circumstances and conditions:

- until the notification to PAYMIUM of the loss or theft of one or more Identification elements or misuse or unauthorized use of one or more Identification elements which has been made possible by the CUSTOMER not being able to maintain the security of one or more Identification elements of the CUSTOMER: the CUSTOMER remains responsible for the unauthorized payment operations occurred up to a maximum of EUR 150, all operations combined;
- notwithstanding the preceding paragraph, the CUSTOMER remains responsible for all losses incurred before the said notification to PAYMIUM, if he/she, intentionally or due to gross negligence:
 - has not fulfilled his/her obligation to us the SERVICE in accordance with the provisions of these TOS and/or any other instructions provided or made available by PAYMIUM, and/or
 - was late in notifying to PAYMIUM the loss or theft of one or more elements of identification or misuse or the unauthorized use of one or more elements of identification;
- in any event, the customer bears all losses related to unauthorized payment transaction in the event of fraudulent actions of his own, regardless of any notice to PAYMIUM.



(b) Responsibility of PAYMIUM concerning payment transactions authorized, not executed or poorly executed (in case of dispute in a timely manner)

In the case of a payment transaction not executed or poorly executed, and irrespective of the question of responsibility of PAYMIUM in this non-performance or improper performance PAYMIUM endeavor, at the express request of the customer, without incurring any liability therefore, to trace the payment transaction and notify the results of its research to the CUSTOMER via his/her account page.

The CUSTOMER has initiated the transaction:

When PAYMIUM is responsible for non-execution or poor execution of a payment transaction, it returns, if applicable, the amount immediately to the CUSTOMER who has initiated the transaction. PAYMIUM may also take, as far as possible, measures to remedy the poor execution of a payment order, if the payment order contains all the information to address this poor performance, especially in cases where PAYMIUM have transferred an amount different from the order of payment. Partial execution of a payment order can not give right to restitution in the amount of the payment transaction in respect of the preceding paragraphs, but, if necessary, to transfer an additional amount.

A late execution of a payment order does not give the right to restitution of the amount of the payment transaction in respect of the preceding paragraphs.

PAYMIUM can under no circumstances be held responsible for non-execution if the funds have not been received from the bank of the CUSTOMER who has initiated the transaction. PAYMIUM may as well under no circumstances be held responsible for late, partial or otherwise poor execution of orders, if defective performance is attributable to the bank of the CUSTOMER who initiated the transaction, especially when the necessary funds required to carry out the payment transaction are received late or only in part from the bank of the CUSTOMER who initiated the transaction.

Moreover, PAYMIUM shall in no case be held responsible for the improper performance of a payment order if it can establish that the amount in the payment order was received by the payment service provider of the Beneficiary in a timely manner.

Insofar as the identifiers designating the Beneficiary (e-mail address or phone number...) provided by the CUSTOMER who initiated the transaction would be inaccurate, PAYMIUM can in no way be held responsible for the consequences resulting from failure to perform or improper performance of a payment order as PAYMIUM executed the payment order pursuant to the identifiers designating the Beneficiary provided by the CUSTOMER who initiated the transaction.

Similarly, the CUSTOMER who has initiated the transaction agrees that to the extent that elements of his identification would be inaccurate, PAYMIUM can in no way be held responsible for the consequences resulting from non-performance or improper performance of a payment order while PAYMIUM executed the payment order pursuant to the identification elements provided by the CUSTOMER.

The CUSTOMER is Beneficiary:

PAYMIUM can be held responsible for the poor performance or non-performance of a payment order of which the CUSTOMER is beneficiary only if the beneficiary can prove that PAYMIUM received within the prescribed period, the amount stated in the payment order and the Means of payment selected by the Beneficiary or, in the absence of a selection, the Main Reception Means of the Beneficiary were not credited with the amount stated in the payment order unless PAYMIUM can prove that the amount



of the order was received by the bank that issued the card of the beneficiary or by the bank of the beneficiary.

In case PAYMIUM would be held responsible, it will credit as soon as possible the Payment Methods selected by the Beneficiary or, in the absence of selection, the Main Reception Means of the Beneficiary, the amount of the payment transaction.

The recipient CUSTOMER acknowledges that a payment order executed by PAYMIUM in accordance with his/her identification elements (including details of payment cards or bank accounts provided by the CUSTOMER of PAYMIUM) is deemed to have been properly executed, notwithstanding any additional information regarding the Beneficiary that may be provided to PAYMIUM. Insofar as identification elements (including details of payment cards or bank accounts provided by the Beneficiary CUSTOMER of PAYMIUM) are inaccurate, PAYMIUM can in no way be held responsible for the consequences resulting from failure or improper execution of a payment order when it executed the payment order pursuant to the identification elements provided by the beneficiary CUSTOMER.

PAYMIUM and the Beneficiary CUSTOMER agree that where a payment transaction initiated by a CUSTOMER gives rise to a refund from PAYMIUM, PAYMIUM is authorized to irrevocably debit the amount of the refund from the Payment Means (bank account or payment card account) of the Beneficiary CUSTOMER, regardless of the merit or absence of merits of the claim filed by the CUSTOMER who initiated the transaction.

Payment incident:

Upon the occurrence of a payment incident in connection with a payment transaction, PAYMIUM shall contact the CUSTOMER by any means to notify him/her of the occurrence of the incident regarding said payment and to send him/her a request for regularization of the payment incident.

Upon receipt of the request for regularization, the CUSTOMER agrees to settle the payment within 30 days of the payment incident directly to PAYMIUM.

The occurrence of a payment incident automatically entails the suspension of service until the final settlement of the payment incident.

The occurrence of a payment incident in connection with a payment transaction between individuals or with a payment transaction made to a business entails the entry of the associated CUSTOMER contact details in the "Incidents and balance due" file kept by PAYMIUM.

As part of the registration of their details in "Incidents and balance due" file, the CUSTOMER has at any time a right of access, rectification and opposition that he/she can exercise at any time.

In the event of a payment incident in connection with a transaction executed by PAYMIUM, the CUSTOMER shall be liable for a penalty in the amount of 30 €, per the PRICE LIST page of the SERVICE. The amounts displayed in the price list page may be updated without notice.

The penalty due is payable by the CUSTOMER as part of the settlement of the payment incident.

Except in cases of loss, theft or embezzlement, or other legitimate reason, the CUSTOMER agrees not to oppose its payment transactions by CREDIT CARD at the banking institution that issued the card used to make such operations. In this context, legitimate reasons do not include errors in the entry of the order, a desire to cancel an order after the end of the period of irrevocability defined in these TOS, etc...



In any event, the CUSTOMER agrees to notify PAYMIUM within its ACCOUNT page of the possible blacklisting of the CREDIT CARD used for the settlement of his/her transaction through the SERVICE or to contact PAYMIUM CUSTOMER service. The BANKING PARTNER can not be held responsible if the bank account details specified in the CUSTOMER ACCOUNT for withdrawal requests are incorrect or not updated.

It is the responsibility of the CUSTOMER to verify and update their banking information through his/her ACCOUNT page.

For the provision of all its services the BANKING PARTNER is subject to an obligation of means and not of result.

The BANKING PARTNER shall in no event be liable for any damages to the CUSTOMER resulting from partial or complete non-compliance with these TOS by said CUSTOMER.

In any case, the BANKING PARTNER is not responsible for any direct and/or indirect, such as commercial loss, loss of goodwill, any disturbance to business, loss of profits, loss of brand image suffered by a CUSTOMER, or a third party, which may result from the BANKING PARTNER service provision or the implementation of the PLATFORM, or its unavailability. Any action against a CUSTOMER by third parties is considered as an indirect loss, and therefore shall not be compensated.

20. Termination

PAYMIUM may request identification documents from a CUSTOMER before returning his/her funds, minus any applicable fees. PAYMIUM reserve the right to charge account maintenance for accounts that have been inactive for one year or more.

PAYMIUM may close an account that has been inactive for more than 3 years after notification to the email registered on the account. This solicitation will be repeated every year, without an explicit reply from the CUSTOMER the account can be closed.

This contract may be terminated at the discretion of the CUSTOMER or PAYMIUM (the Parties) with a seven-day notice. The cancellation will take effect when the receipt of the notice of termination is received by the Party that notified the other of its desire to terminate the contract. The Parties shall remain bound by the obligations that have arisen prior to the effective termination.

21. CUSTOMER requests and dispute resolution

Any dispute or query regarding:

- information provided by the BANKING PARTNER or by the SERVICES,
- an error in the execution of a payment or the non-performance of a payment,
- any other reason.

must be notified by the CUSTOMER to PAYMIUM within fifteen (15) calendar days from the date on which the CUSTOMER knew or is presumed to have had knowledge (especially given his ACCOUNT LOGIN habits and the date and time of the last access to his/her ACCOUNT) or any longer period required by special provisions or by law.

This notification can be sent by email to the following email address: contact@paymium.com or by mail to the following address:



Company PAYMIUM 73, rue du Château, 92100 Boulogne-Billancourt FRANCE

Incorrect account entries on the CUSTOMER ACCOUNT, be they excess credit or excess debit, that the BANKING PARTNER has recognized and accepted following a request from the CUSTOMER are corrected automatically without notice.

The maximum processing time for claims related to other aspects of the service is 2 months from the date of receipt of the claim. If, however, due to the complexity of the subject of the claim, the processing time exceeds the initial 2 months, this delay will be motivated and explained to the CUSTOMER.

22. Obligations of the CUSTOMER

22.1 Usage of the SERVICE

The CUSTOMER is obliged to use the SERVICE provided in good faith, only for lawful purposes and in compliance with these Terms.

The CUSTOMER agrees to not make any statement or perform any action which might damage the image and reputation of the BANKING PARTNER or of PAYMIUM.

22.2 Obligation to monitor the transactions

It is the responsibility of the CUSTOMER to ensure, under its own responsibility, that the configuration of the system of filtering emails (spam or otherwise) or the status of their email inbox (limited potential capacity) allows him/her to receive emails sent automatically by the PLATFORM.

22.3 Obligation of vigilance

Neither the BANKING PARTNER nor PAYMIUM can be held responsible for the fraudulent acts of third parties which would present false information about the alleged execution of payments or transfers between ACCOUNTS.

Neither the BANKING PARTNER nor PAYMIUM will ever ask a CUSTOMER to provide a password, by any means whatsoever, either by phone or by email, or SMS, or by registered mail or by any other means.

23. Intellectual property

No intellectual property rights relating to the use of the ACCOUNT SERVICE are transferred to the CUSTOMER under these TOS.

The CUSTOMER agrees not to violate the rights held by PAYMIUM and the BANKING PARTNER, by refraining from making any reproduction or adaptation of all or part of the intellectual and material elements composing the PLATFORM and accessories, regardless of the media, present and future.

All rights to the software of BANKING PARTNER (respectively PAYMIUM) are the sole and exclusive property of BANKING PARTNER (respectively PAYMIUM). They are part of the trade secrets and confidential information without regard to the fact that some components may or may not be protected by the current state of the law by intellectual property rights.



The software of BANKING PARTNER (respectively PAYMIUM) and, where applicable, its documentation, are recognized by the CUSTOMER as a work of the mind that the CLIENT is required to consider as such and to refrain from copying, reproducing, translating into any language or computer language, adapting, distributing gratuitously or for consideration, or supplementing them with any object not in accordance with their specifications.

The "PAYMIUM" brand is the property of PAYMIUM. The CUSTOMER agrees not to remove the mention of the name "PAYMIUM" on any item supplied or made available by PAYMIUM such as software, documents or banner.

24. Proof

Communications made through e-mail are communications properly admitted as evidence of proof by the CUSTOMER, the BANKING PARTNER and PAYMIUM.

All recorded data in the computer databases of the BANKING PARTNER, including payment instructions and payment confirmations received from the CUSTOMER, withdrawal requests and execution of operations, notifications from the CUSTOMER and/or from the BANKING PARTNER and/or from PAYMIUM have, until proven otherwise, the same probative force as a signed document on paper, both in terms of content and of the date and time they were sent and/or received. These unalterable, safe and reliable traces are recorded and stored in the computer systems of the BANKING PARTNER or of PAYMIUM.

The documents of the BANKING PARTNER or of PAYMIUM reproducing the information, and copies or reproductions of documents produced by the BANKING PARTNER or PAYMIUM have the same probative force as the originals, until proven otherwise.

25. Force majeure

PAYMIUM and the BANKING PARTNER as well as the CUSTOMER shall notify by any means available to the other Party of any event of force majeure which it is subject to.

At first, the case of force majeure shall suspend the execution of these TOS. If an event of force majeure lasts for more than four (4) months, one or the other party may request the termination of these TOS.

Unless otherwise stated in these Terms or mandatory laws and without prejudice to other causes of exclusion or limitation of liability provided for herein, neither PAYMIUM nor the BANKING PARTNER shall in no event be liable for any damage caused by force majeure. Are deemed to constitute a case of force majeure or an event beyond its control, including but not limited to it: a power failure, fire or flood, strike of its staff or any of its sub-contractor or supplier, war, riots, civil unrest or occupation by foreign forces, negligence of a third party as meant by the jurisprudence and doctrine such as those third parties responsible for the delivery of electricity or telecommunication services.

Explicitly, are considered as force majeure, in addition to those usually retained by the jurisprudence of French courts: the total or partial strikes, internal or external to the business, governmental or legal restrictions, legal or regulatory changes affecting marketing and sales, computer failure, interruption of telecommunications, and other cases independent of the will of one party preventing the normal execution of these TOS by that party.

26. Demise of CUSTOMER



In case of death of the CUSTOMER ACCOUNT holder, PAYMIUM must be notified as soon as possible by the rights holder or their agent. If such notice is given orally, it must be confirmed in writing. Upon receipt of such written notice, PAYMIUM shall ensure that no operation is performed on any assets and will terminate the ACCOUNT.

The amount of the assets held on behalf of the deceased will be subject to a withdrawal in favor of the rights holders only if the rights holders or their agent provide documentary evidence, according to the law establishing the transmission of the estate and any other document that the BANKING PARTNER would deem necessary.

27. Miscellaneous

The CUSTOMER agrees that PAYMIUM may at any time modify the SERVICE and/or the terms of these TOS, particularly given the technical and factual evolution of SERVICE and technology.

If any non-substantive provisions of the Terms is invalid under a rule of law, it shall be deemed unwritten, but will not result in the invalidation of these TOS.

If one or more provisions of these expires or is declared as such under any law, regulation or following a final decision of a competent court, other provisions shall remain in full force and effect. Provisions declared null and invalid will be replaced by provisions as close as possible to the meaning and scope of the terms initially agreed.

The failure of either party not to claim a breach by the other Party to any of the obligations contained herein shall not be construed in the future as a waiver of the obligation in question.

In case of difficulty in interpreting any of the headings of any provision of these TOS, the headings will not be considered.

28. Jurisdiction and applicable law, and mediation

The language used during the pre-contractual and contractual relations is the French language.

These TOS are governed by French law.

In case of disagreement between the CUSTOMER and PAYMIUM related to the SERVICES, the CUSTOMER may communicate freely and without prejudice with a competent jurisdiction:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

Unless otherwise provided by mandatory law, any dispute related to their implementation, interpretation or validity thereof, shall be brought before the courts of Nanterre (92), which is expressly granted the competence.

Pursuant to Article R. 631-3 of the Consumer Code, in addition to one of the courts with territorial jurisdiction under the Code of Civil Procedure, the consumer may choose to bring proceedings before the court for the place where he or she lived at the time the contract was concluded or the harmful event occurred.



PAYMIUM 73, rue du Château, 92100 Boulogne-Billancourt FRANCE

APPENDIX 1 – WITHDRAWAL FORM

Please fill and send the present form only if you wish to withdraw your service order booked on www.PAYMIUM.com unless exclusions or limitations to exercising your withdraw right according to the applicable Terms and Conditions,

To PAYMIUM 73 rue du château 92100 BOULOGNE-BILLANCOURT support@paymium.com.

I hereby give notice that I withdraw from my contract for the service offered on the platform available on paymium.com :

Services subscribed on : [DATE]

Name of the CUSTOMER :

Address of the CUSTOMER :

CUSTOMER's signature only in case of paper notification:

Date :

