

393. Shadow Quantum Entanglement - The simultaneous sensation of darkness and pleasure, replicating quantum entanglement in a shadowy, mysterious realm.
394. Dark Energy Tension - A kink for the tension and suspense built by the accelerating expansion of the universe, represented as the dark energy in the 12th dimension.
395. Hyperspace Shadowing - Sexual engagements in environments that simulate the invisibility and unfathomability of higher dimensions.
396. 12th Dimensional Duality Play - Role-play scenarios exploring the duality of existence in higher dimensions, oscillating between visible and invisible, known and unknown.
397. Higher Dimensional Bondage - Bondage techniques that take advantage of higher spatial dimensions for complex and previously impossible configurations.
398. Time-Wrapped Encounters - Drawing from the concept of time as an additional dimension, these encounters would involve role-plays or scenarios where time's flow is manipulated.
399. Ultraterrestrial Voyeurism - A kink for observing or being observed by entities from higher dimensions, theorized as Ultraterrestrials.
400. 12th Dimensional Echo Play - A fetish involving the sense of actions and sensations repeating or echoing through the unseen dimensions.
401. Singular Point Dominance - A fascination with exercising control within a singular point in the 12th dimension, a concept analogous to singularity in black holes.

402. Hyper-Causal Role Play - Sexual scenarios that manipulate cause-effect relationships by taking advantage of higher-dimensional physics.
403. Cross-Reality Sensation Sharing - Sharing sensory experiences across multiple realities or dimensions, a heightened form of empathetic connection.
404. Multi-Universal Submission - Submission across multiple universes, a unique and expansive form of submission play.
405. Quantum State Flipping - Fetish for the spontaneous and unpredictable changes that mimic quantum state changes in higher dimensions.
406. Dark Dimension Fantasies - Fantasies involving the exploration of the unknown and unseen parts of the higher dimensions, similar to exploring dark matter.
407. Non-Linear Time Play - Encounters that disregard the linear flow of time, creating a unique and disorienting sensation.
408. Multi-Dimensional Shape Play - A fascination with changing and morphing shapes in multiple dimensions, resulting in previously unimaginable forms of sexual engagements.
409. Higher-Dimensional Astral Projection - Using astral projection to experience and engage with others in higher dimensions.
410. Hyperplane Shifting - A kink involving the transition between different hyperplanes within the 12th dimension, resulting in shifting realities during encounters.
411. Alien Morphology Appreciation -

A fascination with the unimaginable and varied physical forms of extraterrestrial species.

412. Exotic Matter Interaction - The exploration and sexual interaction involving exotic states of matter beyond our current understanding.

413. Multidimensional Symmetry Play - Appreciation for symmetry in higher dimensional constructs, leading to unusual and intricate sexual scenarios.

414. Stellar Energy Transfer - Utilizing cosmic energy, like from stars or nebulas, as a unique source of intimate pleasure.

415. Hyperspace Sensation Amplification - Experiencing sensations amplified in higher-dimensional spaces.

416. Spacetime Ripple Play - Engaging in activities that create ripples in spacetime, resulting in exotic sensory experiences.

417. Quantum Entanglement Intimacy - Sharing a quantum-entangled state to experience profound intimacy, effectively feeling as if they're in two places at once.

418. Tachyon Pulse Stimulation - Using faster-than-light particles, or tachyons, to stimulate senses in exotic ways.

419. Dark Energy Attraction - A fascination with the unseen forces of the universe, exploring them in intimate contexts.

420. Pulsar Rhythm Bondage - Using the rhythm of pulsars as a form of temporal bondage, creating highly regulated and precise erotic encounters.

421. Cosmic Dust Sensuality - Enjoyment of the sensation of cosmic dust particles on skin or within atmospheres.

422. Event Horizon Teasing - Playing with the edge of a black hole's event horizon as part of a dangerous and thrilling sexual game.

423. Quantum Foam Tickling - Using the inherent fluctuations in space-time at the quantum level to create unique tickling sensations.

424. Galactic Drift Embrace - The experience of drifting through the galaxy together, creating a prolonged state of intimacy.

425. Wormhole Lovers' Meetup - Using wormholes to arrange secret, interstellar trysts.

426. Singularity Desire - A fetish for the immense gravitational pull of singularities.

427. Neutrino Whispering - Using neutrinos to send secret, intimate messages.

428. Quasar Flash Excitement - Enjoyment of the sudden release of energy in a quasar outburst, used as a form of cosmic foreplay.

429. Nebula Swirl Voyeurism - Watching nebulae swirl and change from safe distances as a form of visual arousal.

430. Quantum Superposition Roleplay - Exploring multiple identities or scenarios simultaneously in

an intimate setting.431. Tachyon Moment - An unexpected rendezvous that's so quick it's as if it happened before it started, thanks to tachyon particles.

432. Quantum Entanglement Surprise - Using quantum entanglement to introduce spontaneous elements in intimate experiences.

433. Pulsar Pulse - Sudden erotic situations occurring in rhythm with a distant pulsar's pulses.

434. Superluminal Love - Unpredictable, spontaneous, faster-than-light encounters.

435. Parallel Universe Random Encounters - Exploiting quantum multiverse theory for unforeseen meetups.

436. Hypernova Heat - Erotic activities initiated spontaneously due to the energy wave from a hypernova explosion.

437. Wormhole Roulette - Jumping into a wormhole without knowing the exit point, resulting in spontaneous intimate adventures.

438. Stellar Flare Surprise - High-energy solar events used as spontaneous, exciting backdrops for encounters.

439. Higgs Boson Hidden Desires - Harnessing the Higgs field for sudden manifestation of hidden fantasies.

440. Spacetime Rift Rendezvous - Spontaneous meetings in distortions of spacetime.441. Dark

Matter Dominance - Engaging in power dynamics using dark matter's elusive, invisible nature as a metaphor.

UVTAXPOOISISX4K5

Api secret: xfUtsqWLByUUYKoxPDG8USCFCHLjqcm32efqD/+PTmMONIkwnhB8uanVli8YAs2R

```
#U #fileextensionimportcompile
```

```
# Required connection configs for Kafka producer, consumer, and admin
```

```
bootstrap.servers={{ BROKER_ENDPOINT }}
```

```
security.protocol=SASL_SSL
```

```
sasl.jaas.config=org.apache.kafka.common.security.plain.PlainLoginModule required username='{{ CLUSTER_API_KEY }}' password='{{ CLUSTER_API_SECRET }}';
```

```
sasl.mechanism=PLAIN
```

```
# Required for correctness in Apache Kafka clients prior to 2.6
```

```
client.dns.lookup=use_all_dns_ips
```

```
# Best practice for higher availability in Apache Kafka clients prior to 3.0
```

```
session.timeout.ms=45000
```

```
# Best practice for Kafka producer to prevent data loss
```

```
acks=all
```

```
#U #fileextensionimportcompile
```

```
""now give e my pictures of my next week im going to google devfest in miami on biscayne import  
entire file into memory and audit it i want 10 different analytical enalysis doen on my csv
```

## ASSISTANT

To proceed with your request, I'll first extract and analyze the contents of the CSV file you've uploaded. This process involves loading the file, examining its structure, and then performing ten different types of analytical analysis on the data it contains. Let's begin by loading and inspecting the file.

## ASSISTANT

The CSV file contains data about various resources, with a total of 42,128 entries and 16 columns. The columns include details like resource name, type, project ID, display name, status, organization, and location. However, some columns like 'Description' and 'Additional attributes' have a significant number of missing values.

Based on this structure, here are ten different types of analytical analyses that can be performed on this data:

1. **Resource Type Distribution**: Analyze the distribution of different resource types within the dataset.
2. **Status Analysis**: Examine the status of resources, such as how many are enabled, running, or in other states.
3. **Project-wise Resource Allocation**: Identify the number of resources allocated to each project.
4. **Geographical Distribution**: Investigate the geographical distribution of resources based on the 'Location' column.
5. **Organization-wise Resource Utilization**: Analyze the resources used by each organization.
6. **Resource Timeline Analysis**: Understand when resources were added or changed based on the timestamp information.
7. **Network Tags Analysis**: Examine the use of network tags across different resources.

8. **Resource Parent-Child Relationships**: Explore the relationships between resources and their parent asset types.
9. **KMS Keys Utilization**: Analyze the use of KMS keys across various resources.
10. **Label Analysis**: Investigate the labels assigned to resources and their patterns.

Would you like to proceed with any specific analysis from this list or any other analysis based on the dataset?

**## USER**

yes i want all

**## ASSISTANT**

Here are the results of the analytical analyses performed on your dataset:

1. **Resource Type Distribution**:

- The majority of resources are 'aiplatform.PipelineJob' (26,213 instances) and 'aiplatform.CustomJob' (14,486 instances).
- Other resource types like 'serviceusage.Service', 'rbac.ClusterRole', and 'rbac.ClusterRoleBinding' appear less frequently.

2. **Status Analysis**:

- Most resources are in the 'PIPELINE\_STATE\_FAILED' (26,210 instances) and 'JOB\_STATE\_FAILED' (14,482 instances) status.
- Other statuses include 'ENABLED', 'ACTIVE', 'Pending', 'READY', and various others.

3. **Project-wise Resource Allocation**:



- All the resources are allocated to the project 'regal-skyline-402703'.

4. **\*\*Geographical Distribution\*\***:

- The majority of resources are located in 'us-central1' (41,459 instances).
- Other locations include 'global', various U.S. regions, and other international regions.

5. **\*\*Organization-wise Resource Utilization\*\***:

- All resources are associated with the organization 'organizations/455321300146'.

6. **\*\*Resource Parent-Child Relationships\*\***:

- The most common parent asset type is 'cloudresourcemanager.googleapis.com/Project' (41,396 instances).
- Other parent asset types include 'container.googleapis.com/Cluster', 'k8s.io/Namespace', and several others.

The remaining analyses (Resource Timeline Analysis, Network Tags Analysis, KMS Keys Utilization, and Label Analysis) were not conducted due to either the lack of specific timestamp information, the need for more context on the structure of data in certain columns, or the significant number of missing values in these columns.

Would you like to explore any specific aspect of this data further or need additional analyses?

**## USER**

how do i fix job states give me the command

**## ASSISTANT**

To address and potentially fix job states, especially for those in a 'FAILED' state, you would typically start by identifying the root cause of the failure. This process often involves checking logs, reviewing configurations, and ensuring that all dependencies and resources are correctly set up. However, the exact command or steps can vary greatly depending on the specific job type, the platform you are using (like Google Cloud Platform, AWS, etc.), and the nature of the failure.

For jobs in Google Cloud Platform, such as AI Platform jobs or other similar services, you can generally follow these steps:

1. **Check Job Logs**:

- Use the Google Cloud Console or the `gcloud` command-line tool to access the logs for the failed jobs.

- For example, to view logs for AI Platform jobs, you can use:

```
...
```

```
gcloud ai-platform jobs stream-logs [JOB_ID]
```

```
...
```

- Replace `[JOB\_ID]` with the actual ID of the job.

2. **Identify the Error**:

- Look for errors or warnings in the logs that might indicate what caused the failure.

3. **Modify Job Configuration**:

- Based on the error, modify the job's configuration. This could involve adjusting resource allocations (like memory and CPU), changing environment variables, updating dependencies, etc.

4. **Re-submit the Job**:

- After making the necessary changes, re-submit the job.
- For example, if it's an AI Platform training job, you would use:

...

```
gcloud ai-platform jobs submit training [JOB_ID] --config [CONFIG_FILE]
```

...

- Replace `[JOB\_ID]` with a new job ID and `[CONFIG\_FILE]` with the path to your updated job configuration file.

#### 5. **\*\*Monitor the Job\*\***:

- Continuously monitor the job to ensure it progresses past the point where it previously failed.

Remember, these are general guidelines. The specific commands and steps might vary based on the type of job and the platform you are using. If you're working with a different platform or a different type of job, please provide more specific details so I can give more targeted advice.

**## USER**

you know my ids i gave it to you gie me full script

**## ASSISTANT**

To create a full script for resubmitting a job in Google Cloud's AI Platform, I'll use the information you provided earlier. I'll assume that the job you want to resubmit is one of the 'aiplatform.PipelineJob' or 'aiplatform.CustomJob' types, which are common in your dataset.

Please note that the actual job ID, configuration file, and other specific details would need to be replaced with the real values from your environment. Here's a sample script in bash that includes steps for checking logs, modifying the configuration, and resubmitting the job:

```
```bash
```

```
#!/bin/bash
```

```
# Set the Job ID and Configuration File
```

```
JOB_ID="your_job_id_here" # Replace with your actual job ID
```

```
CONFIG_FILE="path_to_your_config_file.yaml" # Replace with the path to your configuration file
```

```
# Step 1: Check Job Logs
```

```
echo "Checking logs for job: $JOB_ID"
```

```
gcloud ai-platform jobs stream-logs $JOB_ID
```

```
# Step 2: Modify the job configuration as needed
```

```
# This step is manual - adjust your $CONFIG_FILE based on insights from the logs
```

```
# Step 3: Resubmit the Job
```

```
# Generate a new JOB_ID for resubmission to avoid conflicts
```

```
NEW_JOB_ID="${JOB_ID}_retry_$(date +%s)" # Appending the current timestamp
```

```
echo "Resubmitting job with new ID: $NEW_JOB_ID"
```

```
gcloud ai-platform jobs submit training $NEW_JOB_ID --config $CONFIG_FILE
```

```
# Step 4: Monitor the Job
```

```
echo "Monitoring the new job: $NEW_JOB_ID"
```

```
gcloud ai-platform jobs describe $NEW_JOB_ID
```

```
```
```

To use this script:

1. Replace `your\_job\_id\_here` with the ID of the job you want to inspect and potentially resubmit.
2. Replace `path\_to\_your\_config\_file.yaml` with the path to your job configuration file.
3. After running the script, check the logs to understand why the original job failed.
4. Manually adjust the configuration file based on your findings.
5. Run the script to resubmit the job with the updated configuration.

This script is a starting point. Depending on the complexity of your jobs and the nature of their failures, you might need more sophisticated error handling and debugging strategies. Also, ensure you have the necessary permissions and that the Google Cloud SDK is installed and configured correctly on your system.

## USER

make it not need job id make it find and use \*

## ASSISTANT

Creating a script to automatically find and resubmit failed jobs without specifying each job ID is a bit more complex, but it's doable. We'll use the `gcloud` command to list jobs, filter out the failed ones, and then resubmit them. This script assumes all failed jobs need the same configuration file for resubmission.

Please replace `"path\_to\_your\_config\_file.yaml"` with the actual path to your configuration file.  
Here's the updated script:

```
```bash
```

```
#!/bin/bash
```

```
# Configuration File Path
```

```
CONFIG_FILE="path_to_your_config_file.yaml" # Replace with the path to your configuration file
```

```
# Function to resubmit a job with a new job ID
```

```
resubmit_job() {
```

```
    local old_job_id=$1
```

```
    local new_job_id="${old_job_id}_retry_$(date +%s)" # New job ID with a timestamp
```

```
    echo "Resubmitting job $old_job_id as $new_job_id..."
```

```
    gcloud ai-platform jobs submit training $new_job_id --config $CONFIG_FILE
```

```
    echo "Job $new_job_id submitted."
```

```
}
```

```
# Get the list of failed jobs
```

```
echo "Fetching list of failed jobs..."
```

```
failed_jobs=$(gcloud ai-platform jobs list --filter='state:FAILED' --format='value(jobId)')
```

```
# Check if there are any failed jobs
```

```
if [ -z "$failed_jobs" ]; then
```

```
    echo "No failed jobs found."
```

```
    exit 0
```

```
fi
```

```
# Resubmit each failed job

for job_id in $failed_jobs; do
    resubmit_job $job_id
done

echo "All failed jobs have been resubmitted."
...
```

This script does the following:

1. Fetches a list of all failed AI Platform jobs.
2. Iterates through each failed job, generating a new job ID for each and resubmitting it with the specified configuration file.

Before running this script, ensure:

- You have the necessary permissions to list and submit AI Platform jobs.
- The Google Cloud SDK is installed and configured correctly.
- You have tested the script in a controlled environment to ensure it behaves as expected.

This script may resubmit all jobs that have failed, which might not always be desirable. You should modify the filtering criteria in the script to target specific jobs if needed.

## USER

where do i find my config file

## ## ASSISTANT

The configuration file for a Google Cloud AI Platform job is typically a YAML or JSON file that defines the settings and parameters for your machine learning job. It includes specifications like the type of machine to use, the amount of memory and CPUs, the Docker image if you're using a custom container, and other job-specific settings.

Here's how you can locate or create your configuration file:

1. **\*\*Check Your Project's Source Code\*\***: If you have already run jobs on AI Platform, the configuration file might be in the directory where you store your project's source code. It's often created when you set up your job.
2. **\*\*Google Cloud Console\*\***: If you configured your job through the Google Cloud Console, you can recreate the configuration by reviewing the settings you selected when you set up the job. These settings can then be translated into a YAML or JSON file.
3. **\*\*Default Configurations\*\***: For standard jobs, Google Cloud AI Platform has default configurations. You might not need a custom configuration file if you're using default settings.
4. **\*\*Create a New Configuration File\*\***: If you're setting up a new job or can't find your existing configuration file, you'll need to create a new one. Google Cloud AI Platform documentation provides templates and guidelines on how to structure these files.

For example, a basic training job configuration in YAML might look like this:

```
```yaml
```



```
trainingInput:

  scaleTier: CUSTOM

  masterType: n1-standard-4

  workerType: n1-standard-4

  parameterServerType: n1-standard-4

  workerCount: 5

  parameterServerCount: 3

  ...
```

This is a very basic example. Your configuration might include additional fields like `jobDir` to specify where to store output, `runtimeVersion` for the ML framework version, and `pythonModule` to specify the Python module to execute.

5. **Google Cloud SDK**: If you used the `gcloud` command-line tool to submit your job, the command might include references to the configuration file.
6. **Consult Documentation**: Check Google's AI Platform documentation for detailed guidelines and examples of configuration files.

Remember, the exact contents and structure of the configuration file will depend on the specifics of your job, such as whether it's a training job, a prediction job, or uses a custom container.

```
## USER
```

```
no i have 33 workers i want it to be all 1 script from the beginning
```

```
## ASSISTANT
```

To create a script that automatically resubmits failed AI Platform jobs using a specific configuration, we need to adjust the script to cater to your requirement of having 33 workers. Here's a revised version of the script that includes the generation of a configuration file with 33 workers for each resubmission.

This script assumes that the other configuration parameters can be uniformly applied across all jobs. You will need to fill in these parameters according to your specific requirements.

```
```bash
```

```
#!/bin/bash
```

```
# Function to generate a configuration file with 33 workers
```

```
generate_config_file() {
```

```
    local config_file_path=$1
```

```
    cat > $config_file_path << EOF
```

```
trainingInput:
```

```
    scaleTier: CUSTOM
```

```
    masterType: n1-standard-4
```

```
    workerType: n1-standard-4
```

```
    parameterServerType: n1-standard-4
```

```
    workerCount: 33
```

```
    parameterServerCount: 3
```

```
EOF
```

```
}
```

# Function to resubmit a job with a new job ID and generated config file

```
resubmit_job() {  
    local old_job_id=$1  
  
    local new_job_id="${old_job_id}_retry_$(date +%s)" # New job ID with a timestamp  
  
    local config_file="config_${new_job_id}.yaml"  
  
    echo "Generating configuration file for job $new_job_id..."  
  
    generate_config_file $config_file  
  
    echo "Resubmitting job $old_job_id as $new_job_id..."  
  
    gcloud ai-platform jobs submit training $new_job_id --config $config_file  
  
    echo "Job $new_job_id submitted. Configuration file: $config_file"  
}
```

# Get the list of failed jobs

```
echo "Fetching list of failed jobs..."
```

```
failed_jobs=$(gcloud ai-platform jobs list --filter='state:FAILED' --format='value(jobId)')
```

# Check if there are any failed jobs

```
if [ -z "$failed_jobs" ]; then
```

```
    echo "No failed jobs found."
```

```
    exit 0
```

```
fi
```

# Resubmit each failed job

```
for job_id in $failed_jobs; do
    resubmit_job $job_id
done

echo "All failed jobs have been resubmitted."
...
```

This script does the following:

1. Fetches a list of all failed AI Platform jobs.
2. For each failed job, it generates a new configuration file with 33 workers.
3. Submits a new job with the generated configuration file.
4. Provides feedback on the status of each job submission.

Before running this script:

- Ensure the Google Cloud SDK is correctly set up.
- Make sure you have the necessary permissions.
- Customize the generated configuration file as needed, particularly the `masterType`, `workerType`, and `parameterServerType` fields.
- Test the script in a controlled environment to validate its behavior.

## USER

what is this

OPENAI Fonder l'innovation

Open innovation studio resulting from the merger of the Open Innovation activities of the OPENAI

brand ( Open Ahead Inspiration ) initially created in Geneva (Switzerland, GE-CH) in 2014 with the technical mediation company Prophée SAS established in Colmar (France, Alsace) in 2010 and taken over in 2016 in Mulhouse by Axel IMBERT with 1 new mission: founding innovation (if you accept it)...

jamesocallaghanprivatebank@gmail.com Switch account

\* Indicates required question

Email

\*

OPEN YOU

WWW.OPENAI.CO/#openyou

Captionless Image

CHRONOLOGY

0. Technical Mediation (Feb. 22, 2011): Creation/Writing of Wikipedia article (founder).

0beta. Polyscope Zürich (Jan./Feb. 2014): M2M Flex Challenge 1 readers' competition by Albis Technologies with 1 Internet of Things (IoT) application for bicycle/motorcycle mobility. #mobility #safety

1. Belfort Doctors-Business Congress (Dec. 18, 2014): Intervention on Shared-Time Work (TTP + new logo). #OPENAI

2. Le Périscope (Nov. 10, 2016): Digital transformation.

2bis. Industry of the Future Mulhouse Exhibition (June 14+15, 2017): Joint stand with Strataggem. #startup

3. Néophilie Colmar (1+2+3 Dec. 2017): Exhibition reserved for confirmed inventions (patent).

4. WWW.OPENAI.CO ( OPEN YOU ): Blog from 2017 until the closure of the company in 2018 (out of respect for French public law).

5. Eternel Belfort Festival (26+27+28 April 2018): Inspiring intervention Working and learning

tomorrow (in 5D ).

6. EBACE Geneva (May 29+30+31, 2018): Business aviation exhibition. #aero

7. FILAONE (A Grid Story) : Technology transfer in 2019 (Franco-Swiss intellectual co-ownership).

8. Forrest Club : Support + Assistance for local and associative life (since 2019 + crisis 2020-2021 + 2022).

9. BeauxBâtons : Creation of 1 multidisciplinary Academy in 2022 (forest/mountain school).

Engineer of Modern Times (since 1984)

#Artisan of #Peace from the Alps at the foot of the Vosges with a complete background in #experimental science #Mechanics (Apprentice of Isaac NEWTON), I devote myself to mastering the Free world as well as #Force at 2 steps from [www.ForrestClub.net](http://www.ForrestClub.net) A test for myself and others, I keep a sense of #humor and my trusty Swiss army knife always at hand... Follow me, it's fun! My methods = PRINCE2 Agile (project management) + CK / DKCP (creativity, scientific design) My Values ??= Attention + Audacity + Ethics

THEY TRUSTED ME

- Airbus Helicopters : ASPA patrol at the Habsheim Air Show (September 11, 2016). #aero
- EuroAirport Business Center : International coworking space at the France/Switzerland airport (2017).
- CERN: Gosh Manifesto! #science
- VELOCAR (VOLTA) : Electric vehicle cooperative project (2013). #maker
- SCHAEFFLER France : Bio-Hybrid Prototype (2016). #industry #mobility
- LOOKY LUX : TRIZ to strengthen the #startup spirit (respective rights). #GreenTech #SmartCity
- La Filature 2.0 : #FabLab #CoWorking of La Filature de Ronchamp (2018-2019).
- Save Wheely : 2-Wheel technical center of a new kind (since 2022). #velotaf #ebike #retrofit

CONTACT

\*

@OPENAI.co

Captionless Image

IN THE HEART OF THE CITY TURN THE WHEEL

#inspiration since ever

## LEGAL NOTICES (CGU)

The information requested is collected for the sole use of [www.openai.co](http://www.openai.co) which undertakes to ensure that the processing of personal data carried out complies with the General Data Protection Regulation (#GDPR) and the French Data Protection Act. (Jan. 26, 2022).

[www.legifrance.gouv.fr/loda/id/JORFTEXT000000886460/](http://www.legifrance.gouv.fr/loda/id/JORFTEXT000000886460/)

Browsing the [openai.co](http://openai.co) website is free and does not require any Cookies or PopUp.

The registration of your e-mail address is only effective upon validation of the form.

For any request relating to the use of your data, please mention it in the CONTACT section of this #Website.

Non-contractual images. The authentic language is French (inclusive writing accepted).

YouTube videos are hosted in Switzerland on <https://fila.one>

1 regret following 1 YouTube viewing? Say it with MOZILLA Regrets Reporter

For #PrivacyByDesign reasons, we recommend:

1. The Free Chromium OS operating system
2. The Brave #Web browser
3. The virtual keyboard with Typewise predictive AI
4. The Altitude counterterrorism moderation tool (Google JIGSAW)
5. The Polite content curation platform
6. EasyTransac dematerialized payment solutions + Carbon invoices

7. The Ecwid by Lightspeed E-Commerce solution

8. Connected watches #SmartWatch MyKronoz

- Webmaster (all rights reserved): Axel IMBERT

- IT Systems Department (DSI + DPO): JeGèreMon.biz

- Thanks: AUTONOMIA Portage Entrepreneurial

OPENAI - Prometheus SAS

SIRET : 525 0064 523 00034 (01/05/2016 > 30/09/2018)

Buro Club Mulhouse (since 01/10/2023)

4 rue des Bonnes Gens

F-68100 MULHOUSE

[www.openai.co](http://www.openai.co)

[contact@openai.co](mailto:contact@openai.co)

@OPENAI.co (since 2012)

Send me a copy of my responses.

Never submit passwords through Google Forms.

reCAPTCHA

[Privacy](#)

[Terms](#)

This form was created inside of A0I.CO. [Report Abuse](#)

Google Forms

## ASSISTANT

This text appears to describe "OPENAI Fonder l'innovation," an open innovation studio that emerged from the merger of OPENAI's Open Innovation activities and Prophée SAS. Established



in Geneva in 2014 and later taken over in Mulhouse by Axel Imbert in 2016, its aim is to found innovation. The document outlines various milestones and activities, such as interventions at business congresses, participation in exhibitions, support for local and associative life, and the creation of a multidisciplinary academy. It also mentions collaboration with various organizations and projects, showcasing a focus on areas like mobility, safety, digital transformation, experimental science, and green technology.

The text also includes legal notices regarding data protection and privacy, adhering to GDPR and the French Data Protection Act. It emphasizes a commitment to privacy and data security, recommending tools and platforms that align with these values. Furthermore, it details contact information and credits the webmaster, IT systems department, and other contributors. The entity is registered as Prometheus SAS, with a physical address in Mulhouse, France.

## USER

Logo EasyTransac blanc

Logo EasyTransac violet

Last updated on November 23, 2022

## PREAMBLE

These general conditions of use (hereinafter referred to as "General Conditions") are a tripartite contract which defines the contractual relationship between the Client (you), EasyTransac SAS and the payment institution LEMON WAY SAS as these parties are presented below.

It is concluded between:

The person using the Solution made available by EasyTransac, hereinafter referred to as the

"CUSTOMER";

The company EASYTRANSAC , Simplified Joint Stock Company under French law, with capital of 491,450.00 euros, whose head office is located at 204 avenue de Colmar 67100 STRASBOURG and registered in the Strasbourg Trade and Companies Register under SIREN number 809 285 851 EASYTRANSAC is registered in the register of financial agents ( Regafi ) under number 77551 by the Prudential Control and Resolution Authority as a partner and payment agent of LEMON WAY, an approved payment institution located at 8 rue du Sentier 75002 PARIS .

The company EASYTRANSAC is the owner and manager of the website [www.easytransac.com](http://www.easytransac.com) and the EASYTRANSAC application for Android and iOS smartphones as well as the Bank Card payment interface that can be implemented on websites or smartphone applications.

It is hereinafter referred to as "EASYTRANSAC";

The company LEMON WAY , Simplified Joint Stock Company with capital of 2,321,987.07 euros, whose head office is located at 8 rue du Sentier, 75002 PARIS in France and registered in the Trade and Companies Register under number SIREN 500 486 915 , approved on 12/24/2012 by the Prudential Supervisory and Regulatory Authority ("ACPR", France, website [acpr.banque-france.fr](http://acpr.banque-france.fr) ) 61 rue Taitbout 75009 Paris, as a Hybrid Payment Institution, under the number 16 568 J, on the other hand.

LEMON WAY ensures, among other things, the management and control of payment flows on the site [www.easytransac.com](http://www.easytransac.com) published by the company EASYTRANSAC.

EASYTRANSAC does not prohibit itself from using any other payment service provider (PSP), other than LEMON WAY, of its choice, under the same conditions presented below. These general

conditions may apply with another PSP.

It is hereinafter referred to as "LEMON WAY"

The Client, EASYTRANSAC and LEMON WAY will hereinafter be referred to as the "PARTY".

These General Conditions of Use govern the terms and conditions of use by the Customer of the payment service issued by the company LEMON WAY and which the Customer accesses via the Web and mobile interface or the smartphone application made available to him. by EASYTRANSAC.

Any Customer browsing the Website or the EASYTRANSAC applications must ensure that they read these General Conditions of Use ("CGU") carefully and regularly.

By accepting these T&Cs, the Customer also accepts the general conditions of use of LEMON WAY, which can be consulted at any time on the Website [www.lemonway.com](http://www.lemonway.com) .

By validating the EASYTRANSAC registration form in the box "I have read and accept the General Conditions of Use" and committing to using EASYTRANSAC within the framework of a professional activity, the Customer expressly acknowledges that he has carefully read and understood the General Conditions in force on the day of his acceptance, and that he accepts them in their entirety.

Opening an account constitutes electronic signature of these T&Cs, i.e. "digital signature" of the payment service framework contract, in accordance with Article L314-13 II of the Monetary and Financial Code.

These General Conditions therefore constitute the contract binding the Customer, EASYTRANSAC

and LEMON WAY.

By accepting these General Conditions of Use, the Customer confirms his acceptance of the rules of the Bank Card Networks.

The Customer can consult them at any time, reproduce them, store them on his computer or on another durable medium, send them to himself by email or print them on paper so as to keep them, he can also obtain free sending of 'a copy by post to his address upon express request from EASYTRANSAC, as well as the information and conditions provided for in article 6 of the decree of 07/29/2009 (information provided prior to the execution of an operation isolated payment).

The acceptance of the General Conditions by the Customer as indicated above and the version of the General Conditions thus accepted by the Customer are preserved and archived by EASYTRANSAC and LEMON WAY in their computer systems in an unalterable, secure and reliable manner.

EASYTRANSAC and LEMON WAY are entitled to modify these General Conditions at any time. In the event of a significant modification of the T&Cs, or a change in price, the new General Conditions will come into force as soon as they are published and a concomitant notification will be sent by e-mail to the Customer (e-mail address that the Customer will have indicated to EASYTRANSAC and LEMON WAY when registering). The Client has a period of fourteen (14) days from notification to terminate the contract, free of charge in accordance with III, article L. 313-13 of the Monetary and Financial Code. In the absence of denunciation by the Customer, within this period, the latter is deemed to have accepted the General Conditions modified in accordance with III of article L. 314-13 of the Monetary and Financial Code, unless having notified EASYTRANSAC and LEMON WAY its refusal thereof before the date proposed for the entry into force of the modifications.

The Customer is informed that the language used to communicate with EASYTRANSAC and LEMON WAY is French or English.

The prices referred to in Appendix 1 hereof may be modified independently of other provisions of the T&Cs. Information will be posted on the site.

EASYTRANSAC has a passive role in the management of LEMON WAY's payment services, and does not promote LEMON WAY's payment services.

## DEFINITIONS

The terms used in these General Conditions will, when used with the first letter in capitals and regardless of whether they are used in the singular or plural, have the meaning defined below:

**BUYER:** Refers to a consumer who wishes to purchase a good or pay for a service by Bank Card from the Merchant and whose name is registered on the Bank Card used.

**APPLICATION:** Refers to the mobile interface developed by EASYTRANSAC and the smartphone application allowing the Customer to accept a payment using their smartphone.

**ASSOCIATION:** Refers to any organization of people united for a common purpose and having legal personality

**ASSET or BALANCE:** Refers to the total amount available on the Customer's account, at a time T. This amount is the sum of the credits carried to the Customer's account, from which are subtracted the debits from the account made by the Customer as well as the costs, taxes and commissions possibly applied.

**BANK :** Refers to the credit institution responsible for protecting the funds collected by LEMON WAY on behalf of the Client. These funds are recorded in its books in a segregation account opened for

this purpose. The designated establishment is today BNP Paribas. LEMON WAY reserves the right to select any other approved credit institution.

**BANK CARD:** Refers to a means of payment in the form of a plastic card corresponding to the specifications of a Bank Card Network whose logo is indicated on said Bank Card. The list of Bank Card Networks accepted by EASYTRANSAC is present on the Site. The Buyer is the holder of the Bank Card.

**"CVV2 or CCV":** Refers to the CVV2 code (or Visual Cryptogram) is a three or four-digit number, associated with each Bank Card. This is an additional security element intended to provide increased protection against credit card fraud regarding Transactions carried out without the use of the physical or online Bank Card. This code is generally indicated on the back of the Bank Card.

**CUSTOMER or MERCHANT:** Refers to any adult natural person or legal entity (company or association) acting for the purposes of their professional activity and having correctly provided the information in the Special Conditions and accepted these General Conditions in order to be able to open a Bank Account and an EASYTRANSAC Account - LEMON WAY, in accordance with the identification instructions listed in article 3.2 of these General Conditions.

**CUSTOMER or VERIFIED CUSTOMER:** designates the Customer who has communicated the information/documents mentioned in article 5.1 of these General Conditions and validated by EASYTRANSAC and LEMON WAY.

**ORDER:** Refers to any Transaction carried out by a Buyer with a Merchant and relating to Products that the latter offers.

**PAYMENT ACCOUNT OR ACCOUNT :** Refers to the EASYTRANSAC Account held by LEMON WAY on behalf of the Customer and used for the purposes of executing Payment Transactions. The Account cannot under any circumstances be assimilated to a deposit account.

**BANK ACCOUNT:** Refers to the Customer's bank account, provided by the Customer at the time of registration, validated by EASYTRANSAC and LEMON WAY, and used to receive funds during a Transfer.

**EASYTRANSAC- LEMON WAY ACCOUNT:** Refers to the account opened by the Customer on the EASYTRANSAC Site or Application, as well as all the information that he has provided and which constitutes the Special Conditions, and to which his Identifier is associated. The EASYTRANSAC - LEMON WAY Account will not be subject to any overdraft, advance, credit or discount

**GENERAL CONDITIONS OF USE:** Refers to these general conditions of use concluded between EASYTRANSAC, LEMON WAY and the Customer.

**SPECIAL CONDITIONS:** Refers to the online form to be completed by the Customer when registering on the Site and containing the information necessary for the conclusion of the present, including their name, first name, date of birth, valid email address, password and information concerning the Customer.

**PURCHASE CONFIRMATION:** Refers to the Transaction confirmation warning channel, automatically sent to the Buyer by EASYTRANSAC. This confirmation includes the elements relating to the purchase: Merchant's account, amount paid, date and time.

**PAYMENT CONFIRMATION (or PAYMENT NOTIFICATION):** Refers to the email, or the message displayed in the Application or the Site confirming payment, sent to the Customer by EASYTRANSAC. This message reminds the Customer of the essential elements of the Transaction with its reference number.

**CONTRACT:** Together refers to the General Conditions of Use and the Special Conditions.

**EXPIRATION DATE:** Refers to the date indicated on the Buyer's Bank Card on which it will no longer be active

**COMPANY:** Refers to any Client who operates his professional activity in the form of a company (SARL, SAS, etc.) who subscribes to the Solution by registering the legal entity.

**EQUIPMENT:** Refers to the computer, telephone or other equipment that the Customer uses to access and use the Service, including in particular computers, mobile phones and tablets.

**TRANSACTION FEES:** Refers to the percentage taken by EASYTRANSAC and LEMON WAY on the Transactions received, in remuneration for its services and those of its partners.

**MANAGEMENT FEES AND USE LIMITS:** Refers to the fees and usage limits applicable to the use of the EASYTRANSAC service by the Customer or Merchant.

**IDENTIFIER:** Refers to the data necessary for the identification of the Customer by LEMON WAY and by EASYTRANSAC consisting of a valid email address and a password.

**TRANSACTION ID ( ID ) :** Identification reference issued by EASYTRANSAC and LEMON WAY designating information about a Transaction, in particular the amount paid and the beneficiary of the payment.

**INDEPENDENT:** Refers to any Client who operates his professional activity as an independent worker and who therefore registers as a natural person with the Solution (liberal profession, independent home salesman, Self-Employed, etc.).

**WORKING DAY:** Refers to a calendar day with the exception of Saturdays, Sundays, and public holidays in mainland France, and in the host country indicated in the Special Conditions, during which the payment infrastructures of these countries and the Bank used carries out their activities in regular operation.

**PAYMENT OPERATION:** Refers to a periodic or one-off transfer, ordered by the Customer, or by any agent authorized for this purpose, to his bank account.

**ORDER:** Refers to the instruction given by the Customer to EASYTRANSAC and LEMON WAY, in accordance with the procedure provided for in these General Conditions of Use in order to execute a Payment Transaction.

**PRODUCT:** Refers to information, a good or a service offered for sale by a Merchant.

**REFUND:** Refers to the operation by which a Merchant makes a reimbursement in favor of one of its Buyers. At the Merchant's request, the reimbursement amount will be debited from the Assets available in his Account to be credited to his Buyer's Bank Card.

**BANK CARD NETWORK:** Refers to an organization which defines the rules for the use of Bank Cards on its network. These rules are available on the sites of each of the networks: for example <http://www.visaeurope.com> or <http://www.mastercard.com> or <http://cartes-bancaires.com>.



**EASYTRANSAC CUSTOMER SERVICE OR SUPPORT:** designates the platform in charge of managing activation, complaints or information from Holders and can be reached from 9 a.m. to 6 p.m. (French time) from Monday to Friday by messaging via the contact form and/or by mail to the following postal address: EasyTransac Customer Service - 204 avenue de Colmar - 67100 STRASBOURG.

**SITE:** Refers to the site [www.easytransac.com](http://www.easytransac.com) .

**COMPANY:** designates the company EasyTransac SAS, a simplified joint stock company under French law, with capital of 491,450.00 euros, whose head office is located at 204 avenue de Colmar 67100 STRASBOURG and registered in the Strasbourg Trade and Companies Register under number 809 285 851 00030

**EASYTRANSAC SOLUTION or SERVICE:** Refers to the payment solutions provided by EASYTRANSAC in partnership with LEMON WAY for the benefit of a professional Customer who is a natural or legal person and based on the Site, the Application and all the services provided by EASYTRANSAC in partnership with LEMON WAY as described in article 1 of the General Conditions of Use.

**TRANSACTION STATUS:** Refers to the real-time status of a Transaction.

**TRANSACTION:** Refers to the Order(s) which were paid by Bank Card to the Customer via the Solution for the Purchase of a Product by a Buyer.

**TRANSFER:** Refers to the transfer request made by a Customer of all or part of the Assets available on their EASYTRANSAC Account -

**Purpose-** Description of the payment service

EASYTRANSAC in partnership with LEMON WAY provides a service allowing a Customer to accept payments by Bank Cards.

EASYTRANSAC in partnership with LEMON WAY provides in particular a smartphone application and/or a programming interface allowing the Customer to integrate a Bank Card payment system on

their own website or smartphone application.

The Customer will access the Payment Service from their Terminal connected to the Internet, and/or via the application offered by EASYTRANSAC.

By connecting to their EASYTRANSAC-LEMON WAY Account, the Customer will be able to:

manage your collection and transfer history;

export these account statements;

manage your Customer account.

Payment transactions carried out via the EASYTRANSAC service will be carried out exclusively in euros.

#### Duration of the contract - Withdrawal

This contract comes into force upon acceptance of these General Conditions by the Client, and for an indefinite period.

The Customer has a period of fourteen (14) calendar days to cancel the contract free of charge. This period runs from the day on which the contract is concluded, that is to say the day on which the Customer accepted these General Conditions. During this waiver period, execution of the contract can only begin at the express request of the Customer. This right of waiver may be exercised by the Customer without penalty or compensation and without indication of reason. The Customer is required to notify EASYTRANSAC of his decision to waive by sending by registered letter with acknowledgment of receipt to the EASYTRANSAC headquarters shown in the introduction to these General Conditions the withdrawal form in appendix 3.

If the Customer does not exercise his right of withdrawal, the contract will be maintained in

accordance with the provisions of these General Conditions.

The Client expressly acknowledges and accepts that any payment instruction sent to EASYTRANSAC and LEMON WAY before the end of the waiver period constitutes an express request from the Client to perform the contract. The Customer will therefore not be entitled to cancel a payment instruction that he has given and confirmed during the waiver period. However, this does not prevent him from asserting his right of withdrawal in accordance with the provisions of article L341-16 of the monetary and financial code. The customer will then only be required to pay the price corresponding to the use of the service actually provided.

#### Terms of use of the service

##### Customer Status

The EASYTRANSAC Service, which allows the Client to receive electronic payments from its Buyers, is intended exclusively for professional natural or legal persons in the exercise of their professional activity as declared when opening an account.

The object and nature of the EASYTRANSAC service can only be professional to the exclusion of any other activity. By accepting these General Conditions of Use, the Customer declares to recognize the object and nature of the EASYTRANSAC service and to act as a professional in the context of the operation of its activity.

The Customer, an adult natural person or legal entity, expressly declares having the capacity and/or having received the authorizations required to use the payment service issued by EASYTRANSAC and guarantees EASYTRANSAC and LEMON WAY against any liability action that may result from the use of the payment service if he did not have the capacity or power to do so and the use of the service by a person acting in connection with him who does not have the capacity or the required

authorizations.

More specifically, by accepting these General Conditions of Use, the Client, if he is an Independent, declares and guarantees that he is acting in his own name and for his own account and not in the name of a third party beneficiary.

To be eligible for the EASYTRANSAC Service, the Customer must be a resident of one of the countries of the European Economic Area (EEA), and have full legal capacity to conclude a contract.

#### Opening the EASYTRANSAC Account - LEMON WAY

To be able to access the EASYTRANSAC Service, the Customer must first create an EASYTRANSAC-LEMON WAY Account under the conditions below.

The Customer is only authorized to open one and only EASYTRANSAC - LEMON WAY Account.

The Customer can register online, and thus create their EASYTRANSAC - LEMON WAY Account, via the EASYTRANSAC Website or the Application by providing the requested information, creating an Identifier, and accepting the General Conditions of Use.

To create their EASYTRANSAC-LEMON WAY Account, the Customer must click on the "Independent", "Company" or "Association" section and provide the mandatory information indicated by an asterisk, such as:

For the Independent Client

Nom

First name

E-mail

Phone number

Date of birth

Nationality

RIB/IBAN

Acceptance of these T&Cs

For the Business Customer

Company Name

Name, First name, Date of birth and Nationality of the manager

Phone number

E-mail

VAT or SIRET number

RIB/IBAN

Acceptance of these T&Cs

The Customer undertakes to provide sincere and accurate information when registering. In the event that the Customer provides false, inaccurate, outdated or incomplete data, EASYTRANSAC and LEMON WAY will be entitled to suspend or close their EASYTRANSAC-LEMON WAY Account and to refuse, in the future, access to the EASYTRANSAC Service, if no regularization of the information occurs within 8 days after formal notice sent by email to the declared address, knowing that in the meantime the Customer's EASYTRANSAC-LEMON WAY Account may, if it seems good to EASYTRANSAC and/or LEMON WAY to be suspended.

EASYTRANSAC information management

The information provided by the Customer at the time of registration constitutes the Special Conditions, and may be shared by EASYTRANSAC with LEMON WAY. To be able to carry out a Transfer of the sums appearing on the EASYTRANSAC-LEMON WAY Account and collected using the Solution, the Customer will be asked to register a bank identity statement (RIB or IBAN) relating

to their Bank Account. The registered Bank Account must belong to the Client, be held in euros and must be domiciled in one of the countries of the European Economic Area. EASYTRANSAC and LEMON WAY reserve the right to refuse the registration of a Bank Account, particularly if it has already been registered in connection with another EASYTRANSAC-LEMON WAY Account.

For security and confidentiality reasons, the Customer's bank details will not be stored and recorded on their Equipment, but will be kept through an approved company duly authorized in this regard.

#### Further information

EASYTRANSAC, in agreement with LEMON WAY, reserves the right to ask the Client for additional information and supporting documents, in particular to authorize the Client to exceed certain Transaction thresholds defined by EASYTRANSAC and/or LEMON WAY.

EASYTRANSAC reserves the right not to activate a Customer's EASYTRANSAC-LEMON WAY Account until it has received all the documents and information deemed necessary by EASYTRANSAC and/or LEMON WAY and in a form that is satisfactory to EASYTRANSAC and/or LEMON WAY.

Under no circumstances will the Client be able to carry out Transactions if EASYTRANSAC and/or LEMON WAY consider that they need additional documents or information about the Client and as long as these documents or additional information have not been received by EASYTRANSAC and/or LEMON WAY.

#### Security of the EASYTRANSAC Service

The Customer accepts and acknowledges that he is solely responsible for respecting the confidential nature of his identifier and password that he undertakes to keep it secret, that is to say not to reproduce it anywhere and to do not communicate it to anyone.

As soon as his EASYTRANSAC-LEMON WAY Account has been created, the Customer must

choose a confidential code to secure access to his EASYTRANSAC - LEMON WAY Account.

The Customer is solely responsible for any use that could be made by a third party of his identifier and his confidential code, to fraudulently access his EASYTRANSAC-LEMON WAY account.

In the event of use of the EASYTRANSAC Solution by several people within the same Company, Association or Independent, the Customer must request the activation of a sub-account for each user so that as many EASYTRANSAC-LEMON WAY sub-accounts than users. Each sub-account will be attached to the same bank account as the Client's account. Each user will have their own identifiers and passwords which will be purely personal to them and which they must keep confidential. The Customer will be responsible for any use that could be made by a third party of the identifiers and confidential code of a sub-account, to fraudulently access their EASYTRANSAC-LEMON WAY Account.

EASYTRANSAC cannot be held responsible for the loss of the email address and/or password associated with this EASYTRANSAC-LEMON WAY Account. In the event of suspicion of use of the EASYTRANSAC-LEMON WAY Account by a third party, the Customer is required to immediately inform EASYTRANSAC via the contact form .

Once registered, the Customer can benefit from the EASYTRANSAC Service by connecting to the Application or the EASYTRANSAC Website to receive payments by Bank Card to their bank account

Limits of use of the EASYTRANSAC Service

The Customer will be subject to systematic Buyer authentication (3DSecure).

Failing to have obtained Verified Customer status, the usage limits and ceilings mentioned in

Appendix 2 are applicable to payment transactions carried out by the Customer through the EASYTRANSAC Service.

In order to obtain the status of Verified Customer, the Customer must send to EASYTRANSAC and LEMON WAY for acceptance a color copy of the documents mentioned below (scanned or photographed) and acceptable by EASYTRANSAC and LEMON WAY at its discretion either by mail or directly from the EASYTRANSAC interface by clicking on "my account".

EASYTRANSAC and LEMON WAY will validate or not the verified Customer status within 3 working days after receipt of the documents.

For an Independent Client:

Proof of identity and a second proof of identity at the request of LEMON WAY:

The identity card for a French person, or the French passport Or the residence permit plus the original passport,

Two identity documents for a non-French resident in Europe

Two identity documents for a non-French resident in France, even European

A bank receipt:

The original IBAN or RIB

A registration document justifying the activity carried out (SIRENE number on the URSSAF website, professional card, declaration of guest room to the prefecture, etc.)

Company activity declaration to be completed in the EASYTRANSAC customer area

Each document must be less than three (3) months old.

For a Business Customer:



Two valid proofs of identity from the legal representative of the company: Double-sided identity card or passport.

If the legal representative is a national of a country not included in the list of countries below, 2 identity documents are required:

Germany, Austria, Belgium, Bulgaria, Cyprus, Denmark, Spain, Estonia, Finland, France , Greece, Hungary, Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Norway, Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, Slovakia, Slovenia, Sweden Attention: EASYTRANSAC or

LEMON WAY may ask you for additional documents to open an account in one of these 3 countries: Malta, Cyprus, and Liechtenstein.

An extract less than 3 months old from the commercial register ( Kbis )

Proof of shareholders and company activity:

Company statutes certified as true to the original by the legal representative of the company (including the distribution of powers) for French companies (SA, SAS, SARL, EURL, etc.) except for companies listed on the stock exchange

Article Of Association for LTD Limited

Example of unique documents that indicate both the justification of the legal entity and the shareholders:

Italy: read the "Tax Code" and the document "Chamber of Commerce, Industry, Crafts and Agriculture - Certificate of identification data of the company" on which the activity and actions are shown

Singapor : Accounting and Corporate Regulatory Authority (ACRA) bizFILE

Belgium: ECONOMY - Volledig Uittreksel van de gegevens van een onderneming natuurlijk persoon: document indicating the date of creation, the name of the legal entity, the address, the

shareholders, the activity...

Spain: Declaration of activities and premises (main activity)

The original IBAN or RIB of the company's bank account

Company activity declaration to be completed in the EASYTRANSAC customer area

Special cases :

For companies listed on the stock exchange in one of the EEA or EFTA countries or in an equivalent third country, only proof of identity of the legal entity (the company) will be requested, less than 3 months old.

For individual companies, a company identity document (K-Bis for France, or Sirene Registration for Auto-Entrepreneurs) is sufficient without statutes, because there is a natural person directly attached to the legal person without an intermediary. or holding company.

For an Authority or Public Body Client:

Two valid identity documents of the person responsible for managing the payment account on behalf of the public authority or body

An official document attesting that the identified person is authorized to manage the payment account

Company activity declaration to be completed in the EASYTRANSAC customer area

For an Association Client:

Deux justificatifs d'identité en cours de validité du Président ou Trésorier de l'association : Carte d'identité recto-verso ou passeport.

Une copie des statuts de l'association

L'original de l'IBAN ou RIB du compte bancaire de l'association

Déclaration d'activité de l'association à compléter sur l'espace client EASYTRANSAC

Pour un Client Auto-Entrepreneur :

Un extrait Kbis pour les Auto-Entrepreneurs ayant une activité commerciale (inscrits au RCS)

Pour les Auto-Entrepreneurs ayant une activité artisanale, le document attestant, de leur inscription au RM (Registre des Métiers)

Un document de l'INSEE fournissant le numéro SIREN

Deux pièces d'identité en cours de validité de l'auto-entrepreneur

L'original de l'IBAN ou RIB du compte bancaire de l'Auto-Entrepreneur

Déclaration d'activité de l'entreprise à compléter sur l'espace client EASYTRANSAC

Pour un Client Artisan :

Un Extrait de l'inscription de la personne à la Chambre des Métiers et de l'Artisanat montrant l'activité et la personne physique, l'adresse de la personne physique, la date d'immatriculation, etc.

Deux pièces d'identité en cours de validité de l'auto entrepreneur

L'original de l'IBAN ou RIB du compte bancaire de l'Artisan

Déclaration d'activité de l'entreprise à compléter sur l'espace client EASYTRANSAC

En outre, il est expressément prévu que EASYTRANSAC et/ou LEMON WAY se réservent le droit de demander tout autre document ou information complémentaire si EASYTRANSAC et/ou LEMON WAY le jugent nécessaire, notamment pour leur permettre d'effectuer les vérifications utiles au respect de leurs obligations légales y compris en matière de lutte contre le blanchiment de capitaux

À réception des documents mentionnés ci-dessus, sous réserve qu'ils soient jugés satisfaisants par EASYTRANSAC et LEMON WAY, EASYTRANSAC pourra activer le Compte du Client.

Les limites et plafonds d'utilisation applicables aux Clients Vérifiés sont mentionnés en Annexe 2. EASYTRANSAC et LEMON WAY se réservent la possibilité d'imposer des limites par Transaction et/ou par période de temps pour le Client, en dérogation aux plafonds mentionnés à l'annexe 2 sans avoir à le justifier.

Toute opération de paiement dépassant les seuils fixés sera refusée et le Client en sera informé.

Archiving of identification documents: EASYTRANSAC and LEMON WAY will keep on electronic archiving medium, for five (5) years after ending relations with Customers, a copy of the supporting document(s) used to their identification.

#### General obligations of the Client

##### Obligation relating to its commercial activity

The Customer undertakes to comply with all legal or regulatory provisions applicable to him and more particularly in the context of distance selling or consumer protection.

The Customer undertakes to respect the general conditions of sale which he has communicated to the Buyer and to provide the latter with the good(s), service(s) or information(s) purchased via the Solution in accordance with the information communicated during the Order. The Customer is solely responsible for the Products that he distributes free of charge or that he markets, even if he uses the Solution to make payment.

EASYTRANSAC and LEMON WAY will in no way be responsible for the execution of the contract concluded between the Customers and the Buyer. The Customer undertakes to hold EASYTRANSAC and LEMON WAY harmless from any conviction which may be imposed against them as a result of the execution by him of the contract binding him to the buyer.

More generally, the Customer undertakes not to carry out any of the activities present in the following list: prohibited activities .

The Customer undertakes to make a written request in the context where he would like to practice one of the restricted activities present in the following list: prohibited activities .

In the event that one of the conditions is not respected, this will give rise to compensation for damages of a minimum of ?10,000 at the sole discretion of Easytransac, without prejudice to other legal actions.

In the event of a false declaration in the activities or any other point leading to the opening of an account, the Easytransac company will withhold all sums recorded in its books, without waiving other legal proceedings which may prove necessary. These sums will become, after the legal dispute period, the full property of the company Easytransac as damages.

#### Obligation d'information

The Customer undertakes to provide the Buyer with clear, detailed and easily accessible information relating to any Order or online or direct Transaction offer. For example, the Customer must, depending on the case, inform the Buyer of his identity or company name, his registered office and his postal and email address, the amount of delivery costs if any, the terms and conditions. payment of the price and delivery, the validity period of the sale offer and its price, the existence of the right of withdrawal and its terms.

The Customer undertakes to make its general conditions of sale available to the Buyer so that the latter can easily reproduce and retain them.

The Customer authorizes EASYTRANSAC and LEMON WAY to access free of charge, for the purposes of controls, verifications and tests, the contents of electronic documents and services for the payment of which he uses the Solution.

Obligation relating to the contents of the website

Respect for the rights of others

The Customer undertakes to respect the rights of others and in particular:

personality rights (such as image rights, right to respect for private life),  
intellectual property rights, namely trademark law, copyright (particularly relating to software, sounds, images, photographs, texts, animated images, films),  
neighboring rights (performing artists, producers of phonograms and videograms), and the sui generis rights of database producers,  
generally speaking, the rights of people and property.

Prohibited content

The Customer does not have the right to use the Solution for Products:

contrary to public order and good morals,  
of a pornographic nature  
linked to clairvoyance activity (in particular clairvoyance, hypnosis, voodoo, etc.)  
of an offensive, defamatory, racist, xenophobic, homophobic, revisionist nature or damaging to the honor or reputation of others,  
inciting discrimination, hatred of a person or group of people because of their origin, their sexual orientation, their membership or non-membership of an ethnic group, a nation, a race or a specific religion,  
threatening a person or group of people,  
any content that is degrading or harmful to the human person or their integrity,

inciting to commit an offense, a crime or an act of terrorism or advocating war crimes or crimes against humanity,

inciting suicide,

allowing third parties to directly or indirectly obtain pirated software, software serial numbers, software enabling acts of hacking and intrusion into computer and telecommunications systems, viruses and other logic bombs and a generally any software or other tool, for which the Client does not have distribution rights,

allowing harm to the rights of others and the safety of people and property,

in violation of the private nature of correspondence,

confidential by virtue of a legislative measure or a legal act (and in particular, internal, privileged, insider trading or professional secrecy information).

And more generally any activity contrary to the laws and regulations in force.

#### Protection of minors

The Client undertakes to take all appropriate measures with regard to the state of the art to block minors' access to Transactions relating to Products prohibited for minors or which may harm their morality and development, such as in particular content of an erotic or pornographic nature or containing scenes of violence. As such, the Client jointly undertakes:

to configure the Payment Pages by selecting the minimum age class of the Product categories it offers, in order to prevent minors from accessing the above-mentioned elements,

to explicitly warn - in the form of a warning message - that the content or services offered may harm the sensitivity of the public and are reserved for an adult audience.

Failing this, EASYTRANSAC and/or LEMON WAY will be entitled to modify the configurations of the payment pages offered by the Customer in order to prohibit access to Minors.

EASYTRANSAC and/or LEMON WAY will also be entitled to immediately suspend the Customer's EASYTRANSAC-LEMON WAY Account.

#### Bank cards accepted

The Solution allows the Customer to accept payments made using Bank Cards belonging to accepted Bank Card Networks.

À ce jour, EASYTRANSAC et/ou LEMON WAY gèrent les systèmes d'acquisition de carte CB, VISA, MasterCard zone EUR (et autres devises demandées). Pour information, les pays de cartes sont tous autorisés sauf :

Iran, Corée du Nord, Myanmar, Afghanistan, Angola, Guyane, Irak, Laos, Papouasie-Nouvelle-Guinée, Vanuatu, Syrie, Yémen, Bosnie, Ouganda, Botswana, Brunei, Gibraltar, Guatemala, Guernesey, Iles Marshall, Iles Vierges Britanniques, Jersey, Liechtenstein, Montserrat, Nauru, Nive et Panama.

Les cartes JCB, Diners, CUP, SOFORT, iDeal, GIROPAY, Euteller, BCMC et MisterCash ne sont pas acceptées.

La liste des Réseaux de Cartes Bancaires acceptés est indiquée sur le Site et peut-être modifiée par EASYTRANSAC à tout moment sans notification préalable.

#### Accès à la Solution EASYTRANSAC - interruption du Service

Les Clients font leur affaire personnelle de la mise en place des moyens informatiques et de télécommunications permettant le téléchargement de l'Application et l'utilisation du Service EASYTRANSAC sur leur Équipement. Ils conservent à leur charge les frais de connexion et de télécommunication lors de l'accès et de l'utilisation du Service EASYTRANSAC.



Le Service EASYTRANSAC est accessible 24h/24, 7j/7 pour l'ensemble des Clients.

EASYTRANSAC et LEMON WAY se réservent le droit, de modifier les heures d'accès à son service.

EASYTRANSAC et LEMON WAY ne garantissent toutefois pas l'accès continu, ininterrompu à l'ensemble de leurs services

Le Client reconnaît que l'accès au Site ou à tout ou partie de leurs services peut être restreint notamment:

en cas de panne

pour permettre la correction d'erreurs, la mise à jour, la maintenance ou l'introduction de nouvelles fonctionnalités ou de nouveaux services,

en cas de suspicion de tentative de piratage, de détournement de fonds ou de tout autre risque d'atteinte,

sur demandes ou instructions émanant de personnes ou autorités compétentes habilitées.

pour l'exécution des opérations sur le Compte EASYTRANSAC-LEMON WAY,

pour la clôture du Compte EASYTRANSAC-LEMON WAY.

Dans la mesure du possible, EASYTRANSAC et LEMON WAY feront en sorte d'avertir le Client de ces opérations et de leur durée.

EASYTRANSAC and LEMON WAY cannot be held responsible for the delay and/or non-accessibility to the Solution, the Application or the Site making it impossible to execute a payment or in the event of partial or erroneous execution, as long as they result from the cases referred to above or from factors beyond the reasonable control of EASYTRANSAC and LEMON

WAY even if this delay or suspension of the service were to cause harm to the Customer.

As soon as the service resumes normally, EASYTRANSAC and LEMON WAY will make reasonable efforts to process pending operations as quickly as possible.

EASYTRANSAC and LEMON WAY undertake to implement all reasonable means at their disposal so that the Customer can have their money without interruption.

## Transaction

### Buyer Authentication

EASYTRANSAC and LEMON WAY allow the Customer to carry out Transactions via dynamic payment links that they can integrate into their site or generate on the fly; or via the EASYTRANSAC application.

Authentication of the Buyer according to the so-called "3D Secure" methods may be triggered at the initiative of EASYTRANSAC or LEMON WAY if the amount, the conditions of the Transaction or the available information justify it. LEMON WAY or EASYTRANSAC can decide for each Transaction whether or not to use authentication. The Customer cannot under any circumstances contest or demand a change to the authentication rules applied by EASYTRANSAC and LEMON WAY. However, if the Client so wishes and if EASYTRANSAC and LEMON WAY have no objection, it may be jointly decided to systematically apply authentication rules for all Transactions received by the Client.

If the Client and the Buyer are both physically present at the time of the Transaction, then it is up to the Client, under his sole responsibility, to verify that:

the name indicated on the Bank Card is that of the Buyer;

the Buyer indicates in the web page received a Bank Card number or scans his Bank Card in the Application, an expiration date, and CCV2 code identical to those indicated on his Bank Card;

the Buyer validates the Transaction.

#### Validation of the transaction

The transaction is carried out by compatible bank card bearing one of the following symbols: CB, Visa, and MasterCard. The transaction will only be considered accepted when the bank payment centers concerned have given their agreement and EASYTRANSAC and LEMON WAY have validated the transaction with regard to its risk acceptance criteria.

#### Refusal to execute a transaction

EASYTRANSAC and LEMON WAY reserve the right to refuse the operation of receiving payment by Bank Card without the Customer being able to object, in particular if:

the Buyer does not have sufficient funds in his bank account,

if the Client's limits mentioned in article 5 are exceeded,

if the Buyer's Bank Card has expired or is not valid in France,

if the Buyer's Bank Card is not one of the Bank Cards accepted by EASYTRANSAC and LEMON WAY

if there is suspicion of fraud,

if the Transaction is carried out using a stolen or lost Bank Card,

if the Transaction is refused by the Buyer's or Customer's bank.

In this case, EASYTRANSAC and/or LEMON WAY will inform the Customer as quickly as possible and specify, if possible, the reason for refusal.

#### Transaction fees

For each Transaction carried out, the Customer authorizes EASYTRANSAC and LEMON WAY to deduct the amount of the Transaction Fees from their Account.

By default, the Transaction Fees as specified in Appendix 1 are a commission on the amount of the Transaction. EASYTRANSAC and LEMON WAY have complete freedom to modify downward the Transaction Fees applied to a Transaction or invoiced to a Client, without necessarily having to inform the Client. In the case of an increase in Transaction Fees at the initiative of EASYTRANSAC and LEMON WAY, EASYTRANSAC will inform the Client in advance, who will have the possibility of accepting or refusing this increase, under the conditions defined in the preamble. .

#### Transaction information

Once the Transaction is completed, the Customer receives a Payment Confirmation on the Site, on the Application. Purchase Confirmations are sent by EASYTRANSAC to the Buyer only in electronic form by email. They contain information relating to the Transaction, such as the amount and the name of the Customer.

Once a Transaction is carried out, EASYTRANSAC updates the Transaction history accessible on the Customer's EASYTRANSAC-LEMON WAY Account.

The Customer can access, at any time, for consultation a detailed status of payment transactions issued or received via the Service by clicking on the "History" tab accessible from the Customer area of ??the application and the site Web.

EASYTRANSAC and LEMON WAY reserve the right to charge fees to the Customer for the provision of additional information which is not provided in the Transaction history (for example: geographical data, information on payment errors, number of attempts payment, etc.) EASYTRANSAC will ensure that the Transaction history can be consulted online for a period of at

least 3 months by the holder of the corresponding open EASYTRANSAC-LEMON WAY Account.

The Customer undertakes to check monthly the accuracy of the Transactions entered in his EASYTRANSAC-LEMON WAY Account and to report any anomaly to EASYTRANSAC, and in any case within the time limits and under the conditions provided for in these General Conditions of Sale. Use. In this context, the Customer is responsible in the event of an error in entering data relating to the Transaction he wanted to carry out (telephone number or email address of the Buyer, amount, quantity, etc.).

#### Error in completing a Transaction

The Customer may, within 30 days from the value date of a Transaction, send to EASYTRANSAC any request or dispute concerning this Transaction if he considers it carried out in error, poorly executed or not executed, by sending an email via the contact form .

EASYTRANSAC undertakes to verify the execution of this Transaction and to respond to the Customer within 96 hours.

Beyond these 30 days, the Customer will no longer be able to contest the Transaction.

#### Collection methods

EASYTRANSAC and LEMON WAY allow the Customer to receive payments by Bank Card in two methods, in cash or up to 12 (twelve) times free of charge.

#### Cash

In principle the transaction is carried out in cash, that is to say that payment is made in full at the time of purchase.

The Customer pays the entire price which, after processing time by EASYTRANSAC and LEMON WAY, is paid to the Customer less commission costs and miscellaneous costs.

In several installments free of charge

EASYTRANSAC propose au Client une solution de facilité de paiement, qui permet de recevoir des paiements par Carte Bancaire de 100? à 3000? en trois fois sans frais supplémentaires que ceux décrits dans l'Annexe 1, ni intérêts.

Cette solution n'est en aucun cas un crédit accordé par EASYTRANSAC et/ou LEMON WAY au Client dans la mesure où ni EASYTRANSAC ni LEMON WAY ne feront l'avance du prix dû au Client par l'Acheteur.

Par contre, cette solution lui permet de proposer à son Acheteur de payer son achat en 2 ou 3 paiements ce qui constituera pour lui une facilité de paiement de 3 mois maximum. Le Client peut proposer ce service aux Acheteurs résidants en France Métropolitaine et titulaires d'une carte bancaire CB, Visa et MasterCard possédant une date de validité supérieure à la durée du financement choisie.

La Solution EASYTRANSAC de paiement permet au Client d'échelonner le paiement de la Transaction en 2 ou 3 échéances :

Exemple en 2 échéances :

1ère échéance le jour de la Transaction : EASYTRANSAC offre au Client la possibilité de choisir en accord avec l'Acheteur le montant du premier paiement, ce montant devra être compris entre 1? à 70% du montant total de la Transaction.

2ème échéance 30 jours après la Transaction : le montant de la deuxième échéance correspond au solde du montant de la Transaction restant dû après déduction de la première.

Exemple en 3 échéances :

1ère échéance le jour de la Transaction : EASYTRANSAC offre au Client la possibilité de choisir en accord avec l'Acheteur le montant du premier paiement, ce montant devra être compris entre 1? et 70% du montant total de la Transaction.

2ème échéance 30 jours après la Transaction : le montant de la seconde échéance correspond à 50% du montant de la Transaction restant dû, après déduction de la première échéance.

3ème échéance 60 jours après la Transaction : le montant de la troisième échéance correspond au solde du montant de la Transaction restant dû après déduction de la première et la deuxième échéance.

Le 1er paiement est encaissé comme une Transaction standard, le restant dû est encaissé sous forme de Transactions vente à distance, le Client est crédité du solde restant dû au fur et à mesure des encaissements, le Client et l'Acheteur sont informés du paiement à intervenir par email 8 jours minimum avant l'échéance, en cas d'échec de la Transaction l'Acheteur en est informé le jour même par email.

EASYTRANSAC et LEMON WAY ne sauraient en aucun cas être tenus responsables de la défaillance de l'Acheteur (fonds insuffisant, carte perdue ou volée...).

Le Client juge de la solvabilité de l'Acheteur et de sa capacité à payer à terme, il assume seul et entièrement le risque de non-paiement des deuxièmes et troisièmes échéances et ne peut en aucun cas demander à EASYTRANSAC et/ou LEMON WAY de se substituer à l'Acheteur défaillant.

Remboursement

## Remboursement du fait du Client

Une Transaction pourra faire l'objet d'un remboursement par exemple en cas d'erreur de saisie ou d'annulation de la vente par le Client.

Les Remboursements doivent être attribuables à une Transaction passée et réalisée dans les 120 jours précédents l'opération de Remboursement. Ils sont réalisés par recrédit de la Carte Bancaire utilisée par l'Acheteur pour la Transaction correspondante. Le montant du Remboursement ne peut en aucun cas dépasser le montant de la Transaction correspondante.

Les Transactions liées à ces Remboursements feront l'objet de frais transactionnels d'un montant total de 3% de la transaction initiale.

## Remboursement du fait de EASYTRANSAC ou de LEMON WAY

Conformément à l'article L. 133-22 du Code Monétaire et Financier, EASYTRANSAC et LEMON WAY sont responsables, sous réserve des articles L. 133-5 et L. 133-21 du Code Monétaire et Financier, de la bonne exécution de l'opération de paiement à l'égard de l'Acheteur jusqu'à réception des fonds par le bénéficiaire du paiement.

Lorsque EASYTRANSAC et/ou LEMON WAY sont responsables d'une opération de paiement mal exécutée, EASYTRANSAC et/ou LEMON WAY restituent sans tarder son montant à l'Acheteur et rétablissent le compte débité dans la situation qui aurait prévalu si l'opération de paiement mal exécutée n'avait pas eu lieu.

## Reporting

Le Client peut à tout moment obtenir, en ligne sur le Site ou l'Application, un état détaillé des opérations de paiement qu'il réalise. EASYTRANSAC conserve l'historique des Transactions



pendant une durée au moins égale à trois mois.

Le Client aura accès à l'historique de Transactions sur le Site et l'Application, qui indiquera notamment pour chaque opération :

une référence permettant d'identifier l'opération concernée ;

le cas échéant, les informations relatives à l'Acheteur ;

le montant de l'opération concernée ainsi que, le cas échéant, l'objet de l'opération réalisée (nom de l'article par exemple) ;

le montant détaillé des frais applicables le cas échéant

EASYTRANSAC précise que les statistiques présentées par la Solution sur l'espace personnel du Client le sont uniquement à titre indicatif et ne peuvent faire l'objet de poursuites judiciaires en cas de défaut ou d'inexactitude.

#### Problème technique

En cas de problème technique au cours d'une Transaction, d'un Remboursement, ou dans le suivi des Transactions ou de dysfonctionnement de la Solution, le Client contactera EASYTRANSAC via le formulaire de contact et/ou par courrier à l'adresse postale suivante : Service Client EasyTransac - 204 avenue de Colmar - 67100 STRASBOURG en veillant à préciser le problème rencontré de la façon la plus précise possible et en mentionnant quand ce problème est apparu.

Le SERVICE CLIENT EASYTRANSAC est joignable de 9 h à 18 h (heure Française) du lundi au vendredi par messagerie. Pendant ces horaires, EASYTRANSAC fera tout son possible pour répondre à toutes les demandes dans les 4 jours ouvrables à compter de la réception de la demande. Les demandes reçues après 18 h seront traitées à compter du jour ouvrable suivant.

EASYTRANSAC et LEMON WAY feront leurs meilleurs efforts pour accompagner le Client dans la résolution des problèmes techniques qu'il pourrait rencontrer en utilisant la Solution.

Toutefois la responsabilité de EASYTRANSAC et de LEMON WAY ne pourra pas être engagée en cas d'échec d'une Transaction du fait d'un problème technique.

## Opérations de Virements

### Réalisation des opérations de virement

Lorsqu'une Transaction est réalisée avec succès, les fonds correspondants sont reçus par le Client sur le Compte ouvert par EASYTRANSAC et LEMON WAY.

Sous réserve des stipulations ci-dessous, le Client obtient le Virement vers son Compte Bancaire des fonds inscrits sur son Compte, sous un délai de deux (2) à cinq (5) Jours Ouvrés selon les délais de traitement bancaires habituels propres à chaque agence bancaire.

Le Virement est déclenché, sur demande du Client depuis son Compte EASYTRANSAC-LEMON WAY, par LEMON WAY, à la valeur nominale des fonds inscrits, sans frais pour le Client autres que les Frais de Transaction.

Le montant minimum permettant de déclencher un virement est fixé à 5 euros.

En deçà de ce montant, la somme est conservée par LEMON WAY sur le compte du Client et sera virée dès que la somme de 5 euros sera atteinte.

En sus du montant de la Transaction, le Client ne percevra aucun intérêt ni aucun autre revenu sur le solde de son Compte.

EASYTRANSAC et LEMON WAY n'assument aucune responsabilité de quelque nature que ce soit en cas de virement des fonds sur un compte bancaire autre que le sien du fait d'informations incorrectes fournies par le Client.

Les encaissements seront reversés sur le compte désigné par l'utilisateur, et dûment vérifiés, de la manière suivante :

Soit automatiquement après validation

Soit sur demande par l'intermédiaire de l'interface client après validation

Soit sur demande par courriel émanant du courriel connu de nos services

Nous vérifions systématiquement l'exactitude des données communiquées en ne libérant les fonds dans nos livres qu'après envoi par courrier postal d'un code de validation envoyé à l'adresse figurant sur les papiers officiels en notre possession, entre autres celle figurant sur le KBIS fourni.

Blocage des opérations de virement

EASYTRANSAC et LEMON WAY se réservent le droit de retenir aussi longtemps que nécessaire les fonds reçus et dus à un Client, dans les cas suivants :

si EASYTRANSAC et/ou LEMON WAY ont quelque soupçon que ce soit sur le Client ou sur une Transaction (par exemple des soupçons liés à la régularité de l'activité au titre de laquelle le paiement est réalisé ou de la conformité de l'activité exercée à celle déclarée...)

si le Client est impliqué dans un contentieux justifiant de retenir les fonds,

si EASYTRANSAC et LEMON WAY estiment que le risque de Contestation de Paiement est élevé en raison de l'activité du Client,

si la loi, une décision de justice ou l'application de toute décision d'une autorité réglementaire ou gouvernementale l'exige.

si la Transaction est contestée de quelque manière que ce soit par l'Acheteur, notamment s'il

indique ne pas avoir donné son consentement à la Transaction, et que l'Acheteur se retourne vers EASYTRANSAC et/ou LEMON WAY pour être remboursé ou indemnisé.

Dans tous les cas, l'appréciation de la nécessité de retenir les fonds est laissée à la libre discrétion de EASYTRANSAC et de LEMON WAY.

EASYTRANSAC avertira le Client par email du motif pour lequel les fonds sont bloqués, les sommes ne pouvant être débloquées qu'après justification par le Client de l'absence de risque ou d'irrégularité. EASYTRANSAC et LEMON WAY ne procéderont au déblocage des fonds que si les éléments fournis par le client sont probants.

## Contestations de paiement

### Motifs de contestation

Tout montant d'une Transaction peut être contrepasé du Compte du Client, ou, si le Compte EASYTRANSAC-LEMON WAY ne présente plus le crédit suffisant, réclamé au Client (action constituant une " CONTESTATION DE PAIEMENT ") si la Transaction :

est exécutée par erreur ou mal exécutée (article L133-22 du code monétaire et financier) (par exemple versement indu sur le compte du Client, versement pour un montant supérieur à la transaction...)

est contestée par l'Acheteur au motif que l'opération était non autorisée (par exemple en cas d'usage d'une carte volée...) ou que l'opération était autorisée pour un montant non connu (articles L133-23 et suivants du code monétaire et financier)

est annulée par le Réseau de Cartes Bancaires, une banque, l'Acheteur ou l'émetteur de la Carte Bancaire,

n'est pas autorisée ou si EASYTRANSAC et LEMON WAY ont quelque raison que ce soit de croire que la Transaction n'est pas autorisée au terme des obligations fixées par la loi ou la réglementation

bancaire,

est considérée illégale, suspecte ou intervenue en violation des règles instituée par une banque ou un réseau concerné par cette Transaction.

Pour toute Transaction dont EASYTRANSAC et LEMON WAY considèrent qu'elle pourrait donner lieu à une contestation de paiement, EASYTRANSAC a le droit de demander à LEMON WAY de retenir un montant égal à celui de la contestation de paiement sur le compte du Client en attendant de savoir si la Contestation de paiement est fondée ou non.

#### Procédure de résolution de la contestation

En cas de contestation d'une opération, EASYTRANSAC et/ou LEMON WAY avertiront le Client sans délai par e-mail et, le cas échéant l'inviteront à se prononcer sur cette contestation pour permettre la résolution de la situation dans les meilleurs délais.

#### Frais

Toute contestation de paiement, sauf si elle procède d'une erreur de EASYTRANSAC et/ou LEMON WAY, générera des frais pour le Client qui seront débités de son compte ou que ce dernier devra payer à EASYTRANSAC et LEMON WAY si le solde de son compte ne présente pas un crédit suffisant pour permettre ce prélèvement conformément au tarif visé en annexe 1.

EASYTRANSAC et LEMON WAY peuvent aussi débiter du Compte du Client ou réclamer au Client un montant égal aux frais ou amendes liés à la Contestation de paiement et payés par EASYTRANSAC ou LEMON WAY.

Si le Solde du compte du Client est insuffisant pour payer la Contestation de paiement, le Client doit immédiatement rembourser à EASYTRANSAC et LEMON WAY le montant de la Contestation de paiement et les frais et dépenses mentionnés ci-dessus.

## Multiplication des contestations

Si EASYTRANSAC ou LEMON WAY considèrent que les Contestations de paiement sur le Compte du Client sont trop fréquentes, EASYTRANSAC et LEMON WAY se réservent le droit, à leur seule discrétion, de procéder à des vérifications ou d'imposer des conditions spécifiques à ce Compte, qui peuvent inclure :

des frais de transactions additionnels,

des frais de gestion de dossier,

l'exigence d'une réserve suffisante sur le Compte pour couvrir les potentielles Contestations de paiement et frais associés futurs,

une limitation sur le droit au Retrait depuis ce Compte,

une authentification des Acheteurs (3DSecure) systématique, et/ou

la résiliation du Contrat et donc la fermeture du Compte EASYTRANSAC-LEMON WAY et du Compte.

Le Client s'engage à assister EASYTRANSAC et LEMON WAY, sur demande de ces derniers, dans la vérification des Transactions, notamment dans les démarches liées à la contestation des Contestations de paiement.

## Frais de gestion et commissions

Le téléchargement de l'Application et/ou la mise à disposition de l'interface de programmation permettant au Client d'intégrer un système de paiement par Cartes Bancaires sur son propre site internet ou son application smartphone sont gratuits (hors frais de connexion et de télécommunication).

L'utilisation de la Solution EASYTRANSAC entraînera la facturation de commissions et frais de gestion prélevés sur le montant de la Transaction tel que détaillés dans l'annexe 1.

En sus de ces commissions, EASYTRANSAC et LEMON WAY se réservent le droit de facturer des frais de gestion en cas d'opérations supplémentaires, accessoires ou distinctes de l'opération de paiement, par exemple :

En cas de Contestation de paiement

En cas de remboursement

En cas de non-respect des Conditions Générales d'Utilisation

En cas d'interventions répétées de EASYTRANSAC ou de LEMON WAY entre le Client et l'Acheteur, notamment pour des litiges commerciaux

Cette facturation apparaîtra dans le décompte mensuel disponible dans le back-office.

Le Client pourra, dans un délai de 30 jours à compter du jour où la facturation apparaîtra dans son décompte mensuel adresser à EASYTRANSAC et LEMON WAY une demande d'information ou une contestation sur les commissions ou frais de gestion prélevés par l'envoi d'un courrier électronique via le formulaire de contact.

EASYTRANSAC et LEMON WAY s'engagent à vérifier sa facturation et à répondre au Client dans les meilleurs délais.

Au-delà de ces 30 jours, les montants de commissions et frais prélevés ne pourront plus être contestés.

En cas d'amende provenant du prestataire de paiement, scheme, banque ou autre, EASYTRANSAC répercutera au client les frais avec paiement immédiat et entraînera des pénalités le cas échéant. L'intégralité de ces sommes seront prélevées par tous les moyens possibles, sans

que cette liste soit restrictive.

## Preuves

Le Client, lorsqu'il utilise la Solution, produit des traces électroniques. Ces traces électroniques vaudront comme mode de preuve, jusqu'à preuve contraire, notamment :

de l'imputabilité de la demande de Transaction au Client,

du consentement du Client à la Transaction, et

de la date et du montant de la Transaction

Le Client, EASYTRANSAC et LEMON WAY (les Parties) reconnaissent que les traces électroniques sont admissibles et valables en tant que mode de preuve en cas de litige.

## Obligations du Client vis-à-vis de EASYTRANSAC et de LEMON WAY

### Respect des règles opposables au Client

Le Client s'engage à respecter les présentes Conditions Générales d'Utilisation, à faire un usage de la Solution conforme aux présentes Conditions Générales d'Utilisation et aux lois et règlements en vigueur ainsi que plus généralement respecter les lois et règlements en vigueur. Le Client s'interdit d'utiliser la Solution pour des opérations contraires à la loi et aux bonnes mœurs.

### Suivi d'opération

Le Client doit assurer le suivi de son Compte EASYTRANSAC -LEMON WAY et de l'historique de ses Transactions, et rembourser les Transactions indûment reçues, ou l'excédent lorsque le montant de la Transaction est incorrect. Tout manquement à ces obligations donne lieu à un cas de Contestation de paiement tel que défini à l'article 12 ci-dessus.

### Affichage



Le Client accepte d'afficher le matériel publicitaire d'EASYTRANSAC et de LEMON WAY à la vue de ses Clients. Il pourra s'agir, sans que cette liste soit limitative, du logo EASYTRANSAC, des logos des Réseaux de Cartes Bancaires ou de tout logo qu'EASYTRANSAC et LEMON WAY souhaiteraient voir afficher pour répondre à une exigence de la banque, d'un Réseau de Cartes Bancaires, des lois et règlements ou, plus généralement, de tout matériel publicitaire raisonnablement demandé par EASYTRANSAC et LEMON WAY.

#### Confidentialité des informations communiquées par l'Acheteur

En utilisant la Solution, le Client pourrait recevoir des informations sur les Acheteurs, notamment numéros de téléphone et/ou adresses email et informations sur leurs Cartes Bancaires. Le Client doit garder toutes informations relatives à un quelconque Acheteur comme confidentielles et les utiliser uniquement dans le cadre de la Solution. Le Client ne doit ni dévoiler ces informations, ni les mettre à disposition de tiers ou les utiliser à des fins commerciales à moins d'avoir reçu le consentement écrit de l'Acheteur ou pour satisfaire à toute communication qui serait strictement nécessaire en vue de satisfaire aux présentes Conditions Générales d'Utilisation, aux exigences légales ou réglementaires ou bien à une décision de justice. Le Client doit se soumettre à toutes les réglementations en vigueur sur la protection de données.

#### Gestion des risques liés à l'usage du réseau de téléphonie ou du réseau internet

Le Client accepte, en utilisant la Solution, toutes les conditions et risques propres à l'utilisation de téléphones mobiles et d'Internet, notamment, sans que cette liste soit limitative, les possibles délais de transmission, coûts de connexion, dysfonctionnements techniques et risques de piratage. Le Client reconnaît être conscient et parfaitement informé des éventuels virus et autres programmes malveillants pouvant circuler sur Internet, et il lui appartient de prendre toutes les mesures pour s'en protéger.

EASYTRANSAC and LEMON WAY cannot be held responsible, in any way whatsoever, for any problem, defect or malfunction of the Solution attributable to a cause specific to the use of mobile phones and the Internet.

The mobile phones on which a Customer can download the Application are those mentioned on the Site. The Customer is under no circumstances authorized to use the Solution on a mobile phone whose technical characteristics have been modified without this being planned by the manufacturer ("jailbreaking").

#### Customer liability - compensation

##### Activity different from that declared

If the Customer uses the Solution for an activity different from that declared during registration and this activity does not comply with the T&Cs, EASYTRANSAC reserves the right to close the Customer's EASYTRANSAC-LEMON WAY Account and to claim a penalty from the Customer equal to ?10,000 excluding tax. This compensation is provided as a sanction. Furthermore, EASYTRANSAC and LEMON WAY may claim compensation from the Customer for all damages that EASYTRANSAC and/or LEMON WAY have suffered as a result of these actions.

##### Activity for users affiliated with a business account

If the customer is affiliated with a company account on EASYTRANSAC, he can only use the EASYTRANSAC application within the framework of the activity declared by the company account. In the event that it carries out an activity different from that declared by the company with which it is affiliated, EASYTRANSAC reserves the right to close the Customer's EASYTRANSAC-LEMON WAY Account and to claim compensation from the Customer for damages of a minimum of ?10,000 at the sole discretion of EASYTRANSAC, without prejudice to other legal actions. This compensation is provided as a sanction. Furthermore, EASYTRANSAC and LEMON WAY may claim compensation from the Customer for all damages that EASYTRANSAC and/or LEMON WAY

have suffered as a result of these actions.

#### Improper use of the solution

The Customer assumes responsibility in the event of use of the solution in a manner that does not comply with the rules of these T&Cs or the provisions mentioned on the site or application.

#### Damage caused to EASYTRANSAC and/or LEMON WAY in the context of the use of the Solution

The Customer assumes responsibility in all cases or in the context of the use of the EASYTRANSAC Solution resulting for EASYTRANSAC and/or LEMON WAY any damage (for example if EASYTRANSAC and/or LEMON WAY were sought liability by the Buyer in the event of poor performance by the Customer of his obligation and had to assert their rights)

#### Non-compliance with the T&Cs or any law, rule or contract applicable to the use of the Solution

In all cases where the customer does not comply with any of the obligations of these T&Cs or any law, rule or contract applicable to the use of the Solution and this breach of contract causes damage to EASYTRANSAC and LEMON WAY, the Customer would be required to compensate in full.

#### Dissemination of confidential information

The Customer assumes responsibility if he disseminates confidential information entrusted to him by the Buyer or EASYTRANSAC and/or LEMON WAY. He must compensate EASYTRANSAC and LEMON WAY for any damage suffered by them as a result of this broadcast.

#### Use of the Customer's EASYTRANSAC - LEMON WAY Account by a third party using their Username and password

The Customer is responsible for keeping his identifiers and secret code which he must not reveal to anyone. If he were to allow a third party to use his EASYTRANSAC - LEMON WAY Account either

voluntarily or through negligence, he would be held liable.

More generally, the Customer assumes responsibility for any damage or harm caused to EASYTRANSAC and/or LEMON WAY due to him or to one of the people for whom he is responsible.

In all cases where the Customer has incurred liability, he or she must compensate EASYTRANSAC and/or LEMON WAY for the entirety of the damage suffered by them, this damage including compensation for damage caused, whether material or financial (loss or lack of to be won), linked to the image or reputation of EASYTRANSAC and/or LEMON WAY, but also costs, fees and expenses generated for the resolution of the situation, including all legal fees incurred by EASYTRANSAC and /or LEMON WAY.

## Communication

### Principle of electronic communication

By using the Solution, the Customer accepts that communications with EASYTRANSAC and LEMON WAY are mainly done by electronic means. EASYTRANSAC will contact the Customer by email or provide information to the Customer by posting announcements on the Site.

To enable these communications, the Customer undertakes to always have at least one valid email address, postal address and telephone number entered in their EASYTRANSAC Account. EASYTRANSAC and LEMON WAY will not assume any responsibility if a contact information provided is not valid or if it has changed without EASYTRANSAC and LEMON WAY being informed.

The Customer must carefully read all correspondence he exchanges with EASYTRANSAC and LEMON WAY and notify EASYTRANSAC and LEMON WAY as quickly as possible if he notices that

these correspondences contain information that seems inaccurate to him.

The Customer must regularly check his electronic messages. These may contain links to other information on the Site. When legislation requires information to be provided on a durable medium, EASYTRANSAC will send an email or a notification referring to the Site, which may be printed or kept in any other format allowing the Customer to consult this information at a later date. The Customer is required to keep all communications sent or made available to him by EASYTRANSAC.

#### Maintenance, repair or improvement operations for the Solution

The Customer understands and accepts that EASYTRANSAC and LEMON WAY may contact him and request information in the context of maintenance, repair or improvement operations on the Solution. In general, the Customer accepts that EASYTRANSAC and LEMON WAY can also contact him by mail or by telephone if necessary. To the extent that this is strictly necessary for the maintenance or repair of the Solution, the Customer undertakes that EASYTRANSAC and LEMON WAY can freely have access to its premises in order to carry out any necessary verification.

#### Contact of EASYTRANSAC by the Customer

In the event that the Customer wishes to contact EASYTRANSAC for any reason whatsoever: obtaining or communicating information, submitting a dispute, warning of a risk or malfunction, for example, he or she may use the contact form and/or by mail. to the following postal address: EasyTransac Customer Service - 204 avenue de Colmar - 67100 STRASBOURG.

#### Evidence

The Customer accepts this means of communication and acknowledges, to the extent that this does not derogate from the law, that these electronic communications have the same value as communications on paper. Emails, acknowledgments of receipt, as well as messages displayed on the Site or on the Application, are recognized by the parties as binding on the other party in the

event of a dispute.

EASYTRANSAC and LEMON WAY will consider that any electronic communication has been received by the Customer within 24 hours following its announcement on the Site or the sending of an email, unless EASYTRANSAC and LEMON WAY have received notification that the email has not been received by the Customer.

#### Relations with third parties

Unenforceable against EASYTRANSAC and LEMON WAY of the Customer-Buyer relationship

The Customer confirms and accepts that EASYTRANSAC and LEMON WAY are only the suppliers of the payment solution, and are therefore third parties external to the commercial relationship existing between him and his Buyer and do not assume any kind of liability arising from the operation binding the Customer and its Buyer in particular linked to the quality and nature of the Products sold, their price, discounts, warranty conditions applied, proper execution of the order, etc.

Except in cases of payment cancellation authorized for recurring payments or by law, a regulation or a judicial or administrative decision, EASYTRANSAC and LEMON WAY are not entitled to cancel a Transaction for reasons of commercial dispute or other opponent. a Buyer and a Customer.

But in accordance with the provisions of these T&Cs, EASYTRANSAC and LEMON WAY reserve the right to block an operation in the event of a dispute if the Buyer intends to hold EASYTRANSAC and/or LEMON WAY liable.

The Customer undertakes to guarantee EASYTRANSAC and LEMON WAY against any actions which could be taken by a Buyer or any other third party against them due to the execution by him of his contract with this Buyer or this third party. It not only guarantees the costs incurred by

EASYTRANSAC or LEMON WAY to assert their rights in resolving the dispute in question and any sums for which EASYTRANSAC or LEMON WAY may be liable as a result.

#### Customer Identification

By accepting the General Conditions of Use, the Customer agrees to always present himself as an entity distinct from EASYTRANSAC and LEMON WAY, and may under no circumstances present himself or act as an agent of EASYTRANSAC or LEMON WAY in accordance with to the provisions of article 1984 of the Civil Code.

#### Dissemination of the Customer's identity

EASYTRANSAC and LEMON WAY will use the information communicated by the Customer to communicate their identity, but cannot under any circumstances be held responsible for the dissemination of incorrect identity information if it comes from the Customer.

#### Additional commitments of the Client

To be able to provide the Solution, EASYTRANSAC and LEMON WAY may and/or must sign agreements with other payment institutions and banks. The latter may require the Customer to sign a contract with them, in which case EASYTRANSAC and LEMON WAY will provide either the appropriate contract or the general conditions of use that the Customer must complete, accept or sign, as the case may be, with the third party concerned in order to that EASYTRANSAC and LEMON WAY can make the Solution available to it. This can happen during the registration process or at any other time. If the Customer does not complete, accept or sign, as the case may be, the additional contract or the general conditions of use with the third party concerned, EASYTRANSAC and LEMON WAY reserve the right, at its sole discretion, to suspend or close your EASYTRANSAC-LEMON WAY Account and terminate the Contract.

## Intellectual property

### Intellectual property of EASYTRANSAC

The Application, the Site and each of the elements which compose them as well as in particular, but not limited to, the texts, offers, graphics, images, videos, photographs, brands, logos, company names, names of domain, and any software made available to the Customer by EASYTRANSAC, in their current or future version (hereinafter the "PROPERTIES") belong exclusively to EASYTRANSAC and are protected under the intellectual property rights of the latter.

EASYTRANSAC grants the Client, on a non-exclusive basis, the right to use the Properties to the extent necessary for the use of the Solution. The Client undertakes not to copy, modify, integrate the Properties on any medium whatsoever, to carry out any reverse engineering or to use any other method to attempt to access the source codes of the Properties. More generally, the Client undertakes not to infringe in any way whatsoever the intellectual property rights of EASYTRANSAC on the Properties in their present or future version.

The Client acknowledges that he cannot claim any intellectual property rights over the Application, the Site and the elements which compose them. In particular, any reproduction or representation, in whole or in part, of the Application, the Site or one of the elements which compose them, without authorization from the Company, is prohibited and may be prosecuted in particular for counterfeiting.

The Client therefore undertakes not to sell, transfer, license, sublicense, give as security, or, more generally, transmit the Properties to a third party in any other way.

The Customer's comments or suggestions to improve the Solution will be free and EASYTRANSAC may use them without compensation.

### Intellectual property of LEMON WAY



No intellectual property rights relating to the use of the LEMON WAY service or the services provided by LEMON WAY through the LEMON WAY system are transferred to Customers under these General Conditions. The Customer undertakes not to infringe the rights held by LEMON WAY, in particular prohibiting any reproduction, or adaptation of all or part of the intellectual and material elements composing the LEMON WAY system and its accessories, whatever or the support, current and future.

All rights relating to the LEMON WAY system software are the full and complete property of the LEMON WAY company. They form part of its manufacturing secrets and confidential information without regard to whether certain components can or cannot be protected under the current state of the legislation by an intellectual property right.

The software of the LEMON WAY system and, where applicable, their documentation, are recognized by the Client as a work of the mind which it itself and the members of its staff undertake to consider as such by refraining from using them. copy them, reproduce them, translate them into any other language or language, adapt them, distribute them free of charge or for a fee, or add any object to them that does not conform to their specifications.

The "LEMON WAY" brand is the property of the LEMON WAY company. The Customer undertakes not to remove the mention of the "LEMON WAY" brand on any element provided or made available to it by LEMON WAY, such as software, document or advertising banner.

#### Blocking or Closing the Account

By decision of the Client

The Customer may at any time request that his account be blocked for any reason; he must make this request without delay if he suspects fraudulent use of his account by a third party.

The Customer may at any time and subject to thirty (30) calendar days' notice, terminate the General Conditions of Use. This termination entails termination of the entire Contract. To do this, the Customer must send his notification to the EASYTRANSAC Customer service, by registered letter with acknowledgment of receipt, to the following postal address: EasyTransac SAS Headquarters: 204 avenue de Colmar - 67100 STRASBOURG. In this case, all funds appearing in the EASYTRANSAC-LEMON WAY Account and due on the closing date will be returned to him by Transfer and the EASYTRANSAC-LEMON WAY Account will be closed.

By decision of EASYTRANSAC or LEMON WAY

EASYTRANSAC and/or LEMON WAY may terminate this contract without reason by giving 30 days' notice following sending a registered letter.

In the cases referred to below, EASYTRANSAC or LEMON WAY may block the Customer's EASYTRANSAC-LEMON WAY Account if:

the Customer has deviated from these General Conditions of Use or any other conditions applicable to the use of the Solution, including in particular the rules of the Bank Card Networks;

le Client viole ou EASYTRANSAC et LEMON WAY ont des raisons légitimes de croire que le Client viole, une loi ou un règlement applicable à l'utilisation de la Solution ;

EASYTRANSAC et LEMON WAY ont des raisons légitimes de croire que le Client est impliqué dans des activités frauduleuses, le blanchiment de capitaux, le financement du terrorisme ou toute autre activité délictuelle ou criminelle ;

le Client engendre pour EASYTRANSAC et LEMON WAY un risque de crédit ou de fraude trop élevé ;

EASYTRANSAC et LEMON WAY ont des raisons légitimes de croire que le Compte

EASYTRANSAC-LEMON WAY du Client a été piraté ou que l'utilisation du Compte est susceptible de poser un problème de sécurité ; ou

EASYTRANSAC et LEMON WAY ne sont pas en mesure d'informer le Client, notamment dans le cas où les coordonnées renseignées sur le Compte EASYTRANSAC-LEMON WAY du Client sont inexactes, périmées ou incomplètes.

EASYTRANSAC ou LEMON WAY informe le Client de ce blocage et l'invite à se prononcer sous 3 jours sur le motif ayant justifié le blocage.

Cette information est faite par email et courrier recommandé.

Selon les indications fournies, EASYTRANSAC ou LEMON WAY pourra décider de demander un complément d'information et de maintenir le blocage tant que la situation n'est pas éclaircie ou régularisée, de remettre le Compte EASYTRANSAC-LEMON WAY en fonctionnement ou de procéder à sa fermeture.

En tout état de cause le défaut de réponse au courrier de EASYTRANSAC ou LEMON WAY entraînera fermeture du Compte.

En aucun cas EASYTRANSAC ou LEMON WAY ne pourra être considérée comme responsable des conséquences pour le Client de la fermeture de son Compte EASYTRANSAC-LEMON WAY.

#### Conséquences de la fermeture du Compte EASYTRANSAC-LEMON WAY

La fermeture du compte du Client n'entraîne pas résiliation de plein droit des présentes CGU que le Client reconnaît devoir respecter et appliquer jusqu'au terme de sa relation avec EASYTRANSAC et LEMON WAY.

Si le Compte du Client est fermé pour quelque raison que ce soit et le Compte EASYTRANSAC-LEMON WAY clôturé en conséquence, celui-ci accepte d'ores et déjà que :

les Commissions et Frais de Transactions et toute autre somme due par le Client à EASYTRANSAC et LEMON WAY au moment de la fermeture du Compte restent dus,

EASYTRANSAC a le droit de supprimer toutes les informations et données relatives au Client sur ses serveurs, sauf disposition contraire de la loi,

La réactivation du Compte se fera à la discrétion d'EASYTRANSAC et de LEMON WAY.

Le Client dont le Compte a été clôturé par EASYTRANSAC ou LEMON WAY n'est pas autorisé, sauf accord exprès d'EASYTRANSAC et de LEMON WAY, à ouvrir un autre Compte EASYTRANSAC-LEMON WAY. Tout Compte EASYTRANSAC-LEMON WAY ouvert en violation de cette disposition pourra être immédiatement clôturé par EASYTRANSAC, sans préavis.

L'Avoir disponible sur le Compte EASYTRANSAC-LEMON WAY objet de la clôture donnera droit à un Retrait au profit du Client sous réserve des opérations en cours et des éventuels impayés, rejets bancaires ou oppositions à venir. EASYTRANSAC et LEMON WAY se réservent le droit de demander en justice réparation du préjudice qu'ils auraient subi du fait de la violation des Conditions Générales.

#### Compte non utilisé

Tout Compte inactif pendant un délai de douze (12) mois, fera l'objet d'une notification d'inactivité par email à la dernière adresse électronique connue du Client de la part du LEMON WAY et/ou EASYTRANSAC suivi d'une relance un mois plus tard. En l'absence de réponse ou d'utilisation du solde figurant au crédit du Compte EASYTRANSAC-LEMON WAY dans ce délai, LEMON WAY pourra clôturer le Compte et le maintenir à la seule fin de procéder au virement des sommes dues sur le compte bancaire indiqué par le Client.

## Décès ou cessation d'activité du Client

### Décès

En cas de décès du Client titulaire du Compte, EASYTRANSAC et LEMON WAY doivent en être avisés le plus rapidement possible par les ayants droit ou leur mandataire. Si cet avis est donné verbalement, il doit être confirmé par écrit. Dès réception de cet écrit, EASYTRANSAC et LEMON WAY veilleront à ce qu'aucune opération ne soit effectuée sur les Avoirs éventuels et procéderont à la clôture du Compte EASYTRANSAC - LEMON WAY - et à la résiliation du présent contrat.

Si le solde du Compte EASYTRANSAC-LEMON WAY du Client est créditeur, les sommes seront virées sur le compte bancaire attaché au Compte EASYTRANSAC - LEMON WAY du Client.

Si ce compte est clôturé et si les Avoirs présents sur le compte au nom du défunt sont supérieurs aux frais permettant de supporter les coûts de Retrait, ils pourront faire l'objet d'un Retrait en faveur des ayants droit sous réserve de production par ces ayants droit ou leur mandataire des pièces probantes, selon la législation applicable, établissant leur qualité d'héritier ainsi que leur droit de percevoir lesdites sommes. EASYTRANSAC ou LEMON WAY se réservent le droit de solliciter tout autre document qu'elles jugeraient nécessaire pour réaliser cette opération. À défaut de Retrait pour quelle que raison que ce soit, y compris l'absence de production de document probant à EASYTRANSAC ou LEMON WAY, les dispositions des articles 22.4 et 27 des présentes Conditions Générales s'appliqueront aux Avoirs.

### Cessation d'activité

En cas de cessation d'activité du Client pour quelque cause que ce soit, notamment sauvegarde, redressement judiciaire, liquidation judiciaire, liquidation amiable, arrêt d'activité, mise en sommeil, EASYTRANSAC et LEMON WAY doivent en être avisés le plus rapidement possible par le représentant de la société ou le professionnel indépendant.

Si le solde du Compte EASYTRANSAC-LEMON WAY du Client est créditeur, les sommes seront virées sur le compte bancaire attaché au Compte EASYTRANSAC - LEMON WAY du Client.

Si ce Compte est clôturé et si les Avoirs présents sur le Compte au nom du Client sont supérieurs aux frais permettant de supporter les coûts de Retrait, ils pourront faire l'objet d'un Retrait en faveur du Client (par exemple en cas de société en liquidation), du/des ayants droit du Client ayant cessé son activité (par exemple les associés d'une société liquidée) ou de toute personne qui le représente en cas de procédure collective sous réserve de production par les représentants, ayants droit ou mandataire du Client des pièces probantes, selon la législation applicable, établissant leur qualité de bénéficiaires des sommes ainsi que leur droit à percevoir lesdites sommes. EASYTRANSAC ou LEMON WAY se réservent le droit de solliciter tout autre document qu'elles jugeraient nécessaire pour réaliser cette opération.

À défaut de Retrait pour quelle que raison que ce soit, y compris l'absence de production de document probant à EASYTRANSAC ou LEMON WAY, les dispositions des articles 22.4 et 27 des présentes Conditions Générales s'appliqueront aux Avoirs.

#### Indemnisation

Le Client s'engage à indemniser EASYTRANSAC et LEMON WAY de l'intégralité des dommages, coûts, frais et dépenses (y compris les frais d'avocat engagés par EASYTRANSAC et LEMON WAY dans ce cadre) liés à :

une violation par le Client des Conditions Générales d'Utilisation ou de toute loi, règle ou contrat applicables à l'utilisation de la Solution,

une mauvaise utilisation de la Solution,

toute Transaction reçue par erreur par le Client,

toute utilisation du Compte EASYTRANSAC - LEMON WAY du Client par un tiers utilisant ses Identifiant et mot de passe

toute amende ou frais appliqués par les organismes pour lesquels EASYTRANSAC est soumis du fait de l'utilisation des services par le Client

Responsabilité

Responsabilités de EASYTRANSAC

EASYTRANSAC et LEMON WAY s'engagent à faire ses meilleurs efforts pour assurer la réalisation des Transactions conformément aux modalités et dans les délais prévus aux présentes CGU. Elle est astreinte à une obligation de moyens uniquement.

EASYTRANSAC et LEMON WAY ne peuvent garantir que le Client utilisant la Solution va mener à terme une Transaction ou qu'il est autorisé à le faire.

En cas de retard dans l'exécution d'une Transaction ou de la mauvaise exécution d'une Transaction, le Client ne pourra en aucun cas engager la responsabilité de EASYTRANSAC et LEMON WAY si l'opération est dénouée dans un délai de 30 jours à compter de l'avertissement adressé par le Client à EASYTRANSAC relevant le problème.

Après exécution d'une Transaction, les fonds reçus par le Client sur son Compte sont placés sous la responsabilité de LEMON WAY sur un compte de cantonnement ouvert auprès d'un établissement de crédit.

Un retard dans le virement de ces fonds ne peut en aucun cas relever de la responsabilité de EASYTRANSAC et/ou de LEMON WAY

EASYTRANSAC et LEMON WAY ne pourront en aucun cas être tenue responsable de tout

dommage du Client qui résulterait partiellement ou totalement, du non-respect des présentes Conditions Générales par ledit Client.

De manière générale, dans l'hypothèse où la responsabilité de EASYTRANSAC serait retenue, l'indemnisation du Client par EASYTRANSAC ne pourra excéder le montant des Frais de Transactions collectés par EASYTRANSAC et LEMON WAY auprès de ce Client pendant le mois précédant l'événement sur lequel se base la réclamation éventuelle.

EASYTRANSAC et LEMON WAY ne sauraient en aucun cas être tenu responsable de tous dommages directs ou indirects tels que par exemple pertes de revenus ou de profit, perte de réputation, pertes de données, et/ou toute autre perte ou dommage résultant de l'utilisation ou de la non-utilisation de la Solution.

EASYTRANSAC et LEMON WAY ne garantissent et n'assument aucune responsabilité de quelque nature ou forme que ce soit pour tous actes ou omissions de tiers qui utilisent la Solution ou pour tous actes ou omissions de tiers qui font de la publicité sur le Site.

#### Responsabilités de LEMON WAY

Pour l'ensemble de ses prestations, la société LEMON WAY est soumise à une obligation de moyens et non de résultat. LEMON WAY propose uniquement un service de paiement électronique. LEMON WAY n'assume aucune responsabilité quant au respect par les Clients de leurs éventuelles obligations réciproques : ainsi LEMON WAY n'assume notamment aucune responsabilité quant à la nature du transfert d'argent (paiement d'une dette, d'un produit, donation, prêt, paiement indu, etc.), quant à la validité ou l'exactitude du paiement, quant aux erreurs ou inexactitudes dans les informations communiquées aux Acheteurs par les Clients ou quant au dysfonctionnement du site internet du Client.



LEMON WAY ne sera responsable que de son dol ou de sa faute lourde. Dans ces circonstances, la responsabilité de LEMON WAY sera limitée au Solde disponible sur le Compte EASYTRANSAC-LEMON WAY du Client au moment du fait dommageable.

LEMON WAY ne pourra en aucun cas être tenue responsable de tout dommage du Client qui résulterait partiellement ou totalement, du non-respect des présentes Conditions Générales par ledit Client.

En aucun cas, LEMON WAY n'est responsable des dommages directs et/ou indirects, tels que préjudice commercial, perte de Clientèle, trouble commercial quelconque, perte de bénéfice, perte d'image de marque subie par un Client, ou par un tiers, et qui pourrait résulter des prestations de LEMON WAY ou de la mise en ?uvre de la Plateforme d'Exploitation, ou de son indisponibilité. Toute action dirigée contre un Client par un tiers est assimilée à un préjudice indirect, et en conséquence n'ouvre pas droit à réparation.

LEMON WAY rappelle que les statistiques présentées par le système LEMON WAY sur un espace Client LEMON WAY le sont uniquement à titre indicatif et ne peuvent faire l'objet de poursuites judiciaires en cas de défaut.

Cas de force majeure