

swan

GENERAL TERMS AND CONDITIONS OF USE OF SERVICES

DEFINITIONS AND ACRONYMS.....	4
PART 1. THE CONTRACT ENTERED INTO WITH SWAN.....	9
1. The Parties.....	9
2. Constituent elements of the Contract with Swan.....	9
3. Acceptance of the Contract.....	10
4. Access to the T&C.....	10
5. Duration.....	10
6. Amendments.....	10
7. Suspension.....	11
8. Termination.....	11
8.1. The principle of termination.....	11
8.2. Effect of termination.....	12
9. Appendix of Financial Conditions.....	13
10. Language of the Contract.....	13
11. Applicable law and jurisdiction.....	13
PART 2. ACCESS TO THE SWAN INTERFACE.....	13
12. Intended users.....	13
13. Personalised security credentials.....	13
14. Service Security.....	14
15. Swan Interface Data.....	15
16. Availability of the Swan Interface.....	15

16.1. General principle.....	15
16.2. Interruption by Swan.....	15
16.3. Interruption due to technical difficulties.....	16
16.4. Interruption due to Force Majeure.....	16
PART 3. THE SERVICES OFFERED BY SWAN.....	16
17. Swan's offer.....	16
18. General terms applicable to all Services.....	17
18.1. Professional secrecy.....	17
18.2. Anti-money laundering and combating the financing of terrorism.....	17
18.3. Personal data protection.....	18
18.4. Right of withdrawal.....	18
18.5. Customer service and complaints resolution.....	19
18.6. Mediation.....	19
19. The Swan Account.....	20
19.1. Conditions for opening a Swan Account.....	20
19.2. Operation of the Swan Account.....	24
20. The Swan Card.....	27
20.1. Card issue.....	27
20.2. Rights associated with the Card and nomination of a Cardholder.....	28
20.3. Types of Cards offered by Swan.....	28
20.4. Card Transactions.....	29
20.5. Using the Card.....	30
21. Payment Transactions.....	31
21.1. Carrying out Payment Transactions.....	31
21.2. Payment Transaction consent and irrevocability.....	32
21.3. Notification of refusal to carry out a Payment Transaction.....	32
21.4. Blocks.....	32
21.5. Disputes.....	33
21.6. Unauthorised or incorrectly performed Payment Transactions.....	33
21.7. Refund of unauthorised or incorrectly performed Payment Transactions.....	34
21.8. Payment Transaction Account Statement.....	34
21.9. Liabilities of the Parties in relation to the Payment Transactions.....	35
22. Transfer Orders.....	36
22.1. General rules applicable to transfers.....	36
22.2. Receipt of transfers denominated and performed in euros.....	36
22.3. Effecting transfers denominated and performed in euros.....	37
22.4. Standard transfers denominated and performed in euros within the SEPA zone - Completion times.....	38
22.5. Instant transfers denominated and performed in euros - Specific notes and completion times.....	38
22.6. Notes relating particularly to transfers that are denominated and performed in euros outside the SEPA Zone.....	39
22.7. Notes relating particularly to transfers that are denominated and performed in a foreign currency.....	39

23. Direct Debit Orders.....	40
23.1. Receiving SEPA Direct Debit Orders.....	40
23.2. Funding the Account by SEPA Direct Debit.....	41
23.3. Initiating SEPA Direct Debit Merchant Orders.....	41
23.4. Initiating Internal Direct Debit Orders.....	43
23.5. Receiving Internal Direct Debit Orders.....	43
24. Capital deposit.....	44
24.1. The Service.....	44
24.2. Provision of documents by the End Customer.....	45
24.3. Appendix of Financial Conditions.....	46
25. Checks.....	46
25.1. Condition regarding the Service.....	46
25.2. Service Operation.....	46
25.3. Check acceptance conditions.....	47
25.4. Mandate.....	48
25.5. The result of the check verification.....	49
25.6. Rolling Reserve.....	49
25.7. Collection refusal.....	49
25.8. Disputes or unpaid checks ("Checks Incidents").....	49
26. Payment Acquiring.....	50
26.1. Definition.....	50
26.2. Purpose.....	52
26.3. Eligibility of the Merchant Services	53
26.4. Authorized businesses	53
26.5. Transaction rules	54
26.6. Payment Interface.....	55
26.7. Payment Processing	56
26.8. Settlement	56
26.9. Reserve.....	57
26.10. Chargeback.....	57
26.11. Refund	57
26.12. Request or Complaints	57
26.13. Merchant commitments	58
26.14. Use of name	58
26.15. Security commitments of the Parties	59
26.16. Financial Terms	59

DEFINITIONS AND ACRONYMS

Throughout these General Terms and Conditions of Service, capitalised words and expressions shall have the following meanings, whether used in the singular or in the plural.

“ACPR”	The "Autorité de contrôle Prudentiel et de Résolution", a French independent administrative authority with responsibility for approving and regulating payment institutions approved in France. It is located at 4 Place de Budapest CS 92459, 75436 Paris Cedex 09.
“Contribution(s)”	As defined in Article 24.1.
“Strong Authentication”	The procedures established by Swan to verify the identity of a User or to validate a Payment Order, in accordance with the requirements of European Directive 2015/2366 of 25 November 2015, as transposed in Articles L. 133-4,(f) and L. 133-44 of the French Monetary and Financial Code.
“Card”	The means of payment in the form of a physical or virtual card issued by Swan allowing the End Customer to make payments and withdrawals.
“Direct Debit”	Means a Payment Transaction whereby Swan, which holds the beneficiary's account, transfers a sum of money on the instruction of the End Customer.
“Physical Card”	As defined in Article 20.3.1
“Instant Virtual Card”	As defined in Article 20.3.2
“Single Use Virtual Card”	As defined in Article 20.3.3
“T&C”	These general terms and conditions of use and Appendix hereto.
“Payment account”	The account held by Swan in the name of the End Customer for the purpose of providing Payment Services. Swan assigns each Payment Account its own unique IBAN account number.

“Swan Account” or “Account”	Used interchangeably to refer to a Payment Account opened with Swan in the Customer's name.
“End Customer”	A legal entity or natural person registered or resident in one of the member states of the European Union (EU) or the European Economic Area (EEA). The End Customer may be acting in a professional capacity (commercial, industrial, trade, freelance or agricultural) or in a personal capacity. They hold or wish to hold a Swan Account.
“CMF”	The French Monetary and Financial Code.
“Security Code”	The personal code of the End Customer or Authorised User that allows them to access the Swan Interface using the Personal Strong Authentication Device.
“Payment Acquiring”	Has the meaning set forth in Article 26.
“Personal Strong Authentication Device”	The technical device provided personally to the End Customer to verify their identity or the validity of a Payment Order and meeting the applicable legal and regulatory requirements. These procedures involve the use of Personalised Security Credentials.
“Personal data”	Any information relating directly or indirectly to an identified or identifiable natural person.
“Personalised Security Credentials”	Personalised data used to authenticate the identity of the End Customer through use of the Personal Strong Authentication Device.
“Force Majeure”	As defined in Article 1218 of the French Civil Code, referring to any exceptional event beyond the control of the Parties which could not have been reasonably foreseen at the time the Contract was entered into, and the effects of which hinder the fulfilment of the obligations set out herein.
“IBAN” or International Bank Account Number	The unique identification code used to identify a Payment Account.

“Swan Interface”	The Swan Account management tool accessed via a website made available to the End Customer by Swan and the Partner. The Swan Interface allows the End Customer to view their Swan Account and to prepare or perform Payment Transactions. The Swan Interface can be accessed here: https://banking.Swan.io .
“Working days”	Calendar days except for Saturdays, Sundays and any public holidays in mainland France.
“Electronic Money”	The available monetary value that the End Customer is owed by Swan. Electronic Money is issued by Swan in exchange for payment of the corresponding funds in euros (€) by the End Customer. Swan stores it on its server in electronic form.
“Payment Transaction”	The transfer of funds from an End Customer to another account, regardless of any underlying obligation between the payer and the beneficiary, carried out in accordance with the terms of these T&C.
“Order”	The instruction given to Swan by an End Customer, carried out in accordance with the terms set out herein, for the purpose of effecting a Payment Transaction and/or a Refund.
“Overdraft”	Means that the Account balance is negative.
“Partner”	A legal entity that is a Swan customer and has access to Swan's application interface (API). Where applicable, as an Intermediary in Banking Operations and Payment Services (IOBSP), as a commercial agent. The Partner may be required to assist, facilitate and advise End Customers, with a view to agreeing to these T&C, as well as gathering the data and supporting documents needed to open a Swan Account. In this capacity, the Partner can assist End Customers throughout their relationship with Swan. The Partner may also limit the End Customer's access to certain Swan offers as described in these T&C and in other general terms and conditions of service.

“PSP or Payment Services Provider”	A credit institution, payment institution or Electronic Money institution approved by an authority based in a Member State of the European Union, in a State belonging to the European Economic Area or in a third country with equivalent obligations in terms of anti-money laundering measures and combating the financing of terrorism.
“AISP”	AISP are Account Information Service Providers, other than Swan, as defined in Article L. 314-1 II. 8° of the CMF.
“PISP”	AISP are Payment Initiation Service Providers, other than Swan, as defined in the PSD2 and Article L. 314-1 II. 7° of the CMF.
“Cardholder”	As defined in Article 20.2.
“Account Statement”	The document made available to the End Customer on the Swan Interface summarising the Payment Transactions carried out on the Swan Account over a given period, usually a month, and which can be downloaded in PDF format.
“Refund”	The transfer by Swan, in response to an Order from an End Customer, of funds equal to all or part of the available balance held by the End Customer less any applicable charges.
“Services”	Any and all of the following services provided by Swan to end customers comprising: <ul style="list-style-type: none"> (i) Payment Services, or Payment Transactions, (ii) capital deposit as set out in Article 24, as well as, (iii) any resources and means that enable End Customers to benefit from these services.
“Payment Services”	The payment services defined in 2°, 3° (a)(b)(c) and 5° of Article L.314-1 II of the CMF, as described herein.
“Wallet Services”	Services that enable Card data to be stored in a dedicated mobile app, thereby allowing Card Payment Transactions to be carried out using a mobile phone once the Cardholder has registered and confirmed the Card.
“EPT”	Electronic payment terminals.

“Authorised User”	Any natural person authorised by Swan to access the End Customer's secure space via the Swan Interface, using a Personal Strong Authentication Device.
“SWIFT Transfer”	Transfers that are denominated and performed in euros outside the SEPA Zone.
“SEPA Zone”	European Union member states and the following countries: Iceland, Liechtenstein, Norway, Monaco, Switzerland, Saint-Martin.
“Fraud”	Any dishonest act done with the intention or result of deceiving by contravening the law or regulations.

Part 1. The contract entered into with Swan

1. The Parties

These General Conditions of Use, hereinafter referred to as the "**T&C**", are hereby agreed between:

Swan, a simplified joint stock company with capital of €22,840.20, whose registered office is located at 95 avenue du président Wilson, 93100, Montreuil and which is registered in the Trade and Companies Register under number 853 827 103. Swan is an electronic money institution authorised to provide payment services and registered under number (CIB) 17328 by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) 4, place de Budapest CS92459 - 75436 Paris Cedex 09. It is regulated by the same authority, and its status can be checked on the official register available here: www.regafi.fr.

Hereinafter referred to as "**Swan**" or the "**Institution**", on the one hand,

AND

The **End Customer**, a legal entity or natural person acting on their own behalf for professional or non-professional purposes,

Hereinafter referred to as the "**End Customer**" or the "**Customer**", on the other hand.

They are both referred to individually as a "**Party**" and collectively as the "**Parties**".

2. Constituent elements of the Contract with Swan

The contract entered into with Swan enabling you to access its services (hereinafter referred to as the "**Contract**") is made up exclusively of:

- (i) the T&C; and
- (ii) Appendix 1 Appendix of Financial Conditions.

The following Special Conditions may apply depending on the Services provided to the End Customer regarding the Capital deposit, the checks and the Payment Acquiring.

It is agreed that the contractual documents form an indivisible whole and are consistent with each other. However, in the event of any contradiction or discrepancy between the terms of the contractual documents, the documents shall prevail over each other in the order in which they are listed above.

These contractual documents will be provided on a durable medium.

Swan will continue to provide access to account statements and contractual documents for a period of 5 years after the contractual relationship has ended. Swan may withdraw such access after a period of two months from the date of withdrawal notification by any means.

3. Acceptance of the Contract

The End Customer is asked to read these T&C carefully, and to accept them unconditionally in order to benefit from all of Swan's services.

The End Customer accepts these T&C when registering on the Swan Interface.

Such acceptance is complete and unconditional and no End Customer may use the Services without accepting all of the provisions of these T&C applicable to them.

4. Access to the T&C

The T&C are made available to the End Customer on the Swan Interface and also on a durable medium via e-mail. The End Customer may also ask Swan for a PDF copy of the T&C at any time, free of charge, by sending a written request to the following e-mail address:

support@swan.io

5. Duration

The T&C come into effect on the date of acceptance hereof and are agreed for an indefinite period.

6. Amendments

Any proposed amendment to the T&C or to any other contractual document, including the Appendix of Financial Conditions , shall be provided to the End Customer on another durable medium no later than two months prior to the planned effective date. Unless the End Customer notifies Swan of their refusal of such amendment(s), or writes to Swan by e-mail within this period, the End Customer is deemed to have accepted the proposed amendment(s). In the event of refusal of the proposed amendment(s), the End Customer may withdraw from the T&C by written request, without incurring any additional costs, prior to the planned effective date of the amendment(s). This request has no effect on any outstanding amounts (fees, unpaid items, payments). It should be sent to the following e-mail address :

support@swan.io.

Any legal or regulatory change with an effect on the implementation of the T&C shall apply immediately from the effective date of such regulation, with no need to formally amend the T&C.

7. Suspension

Swan may, as of right and with immediate effect, decide to suspend the Services and/or a payment instrument in the event of a breach of the T&C, in the event of:

- (i) late payment or refused direct debits;
- (ii) unpaid items;
- (iii) unusually high refund rates;
- (iv) Fraud or attempt of Fraud;
- (v) infringement of legislation on anti-money laundering and the financing of terrorism; or
- (vi) Force Majeure.

Services will only resume once the End Customer has undertaken to comply with Swan's guidelines regarding distance selling best practices and the security measures used in its payment procedures, or any other legal provision, and has accepted the obligations imposed by Swan, or as soon as the event of Force Majeure has ended.

8. Termination

8.1. The principle of termination

Either Party may terminate the T&C at any time. Such termination will result in the closure of the Swan account, by e-mail (i) with one month's notice when notice is sent by the End Customer to Swan, or (ii) with two months' notice when notice is sent by Swan to the End Customer.

In the event of a serious breach by one Party, the GCU may be terminated immediately by simple written notification by the other Party sent to the following e-mail address support@swan.io if the termination is at Swan's initiative and to the e-mail address communicated when the Account was created if the termination is at the initiative of the End Customer. Serious breaches by the Final Customer are :

- (i) providing false information;
- (ii) engaging in any illegal or immoral activity;
- (iii) suspected money laundering or financing of terrorism;
- (iv) Fraud and attempt of Fraud;
- (v) threats against Swan, its employees or representatives;
- (vi) non-payment;
- (vii) non-compliance by the End Customer with any of its obligations hereunder;

- (viii) insolvency / bankruptcy; or
- (ix) receivership subject to applicable regulations.

Serious breaches by Swan are understood to mean:

- (i) providing false information;
- (ii) non-compliance with any obligation hereunder;
- (iii) appointment of an ad hoc representative or a court-appointed administrator; or
- (iv) commencement of bankruptcy or receivership proceedings subject to applicable regulations.

Should Swan's status as an electronic money institution be withdrawn and/or any changes be made to the applicable regulations and their interpretation by the relevant Regulatory Authority that affect the ability of Swan or its agents to provide its Services, the T&C will be terminated automatically, on written notification being sent by Swan to the End Customer, without such termination entitling the End Customer to any claim for damages.

Should an event of Force Majeure persist for a period exceeding one (1) month, the T&C may be terminated, subject to the Party so requesting giving one (1) month's notice. Any such request must be made as soon as possible. The request may be made by any means, provided that it is confirmed by e-mail within five (5) calendar days.

8.2. Effect of termination

On termination, the End Customer will no longer be able to access the Payment Services and will only be able to request a refund of any sums held in their Account. They will no longer be able to make Payment Orders. All further Transactions will be automatically rejected.

All sums due on the effective termination date become payable immediately. The End Customer authorises Swan to offset any outstanding due and payable debts owed to the Institution for any reason whatsoever. Swan may offset the funds in the End Customer's Payment Account(s) against any amount owed by the End Customer to SWAN which is due and payable as a result of the termination.

Termination shall automatically result in the balances of the End Customer's various Payment Accounts being merged and this resultant balance becoming payable. Swan may immediately cancel all debit Transactions from the Payment Account dated after the effective termination date.

Once all such actions have been completed, Swan will return to the End Customer any balance remaining in their Account, subject to payment of any amounts owed to Swan by the End Customer.

9. Appendix of Financial Conditions

The Appendix of Financial Conditions is in Appendix 1 of these T&C (see Appendix 1).

Unless otherwise stated, prices are expressed in euros and exclusive of tax.

The Appendix of Financial Conditions may be amended by Swan in accordance with the conditions set out in Article 6 of these T&C.

10. Language of the Contract

The Contract and its Appendix are originally written in French. An English translation is made available to End Customers.

The translated versions are for informational purposes only. It is hereby expressly agreed between the Parties that in the event of any discrepancy in interpretation between the different versions, the French version alone of these T&C shall prevail between the Parties.

11. Applicable law and jurisdiction

This Contract is subject to French law.

Any dispute relating to the validity, interpretation or application of these T&C shall be subject to the exclusive jurisdiction of the French courts.

Part 2. Access to the Swan Interface

12. Intended users

Access to the Swan Interface is restricted to the End Customer and any Authorised User. The End Customer is responsible for ensuring that such Authorised User complies with the Swan Interface user guidelines.

13. Personalised security credentials

Personalised security credentials enable an End Customer and their Authorised Users, if any, to identify themselves and access the Swan Interface. Personalised security credentials include Login details in particular.

Access to the Swan Interface is secured by a Personal Strong Authentication Device. This device is private and strictly confidential. The End Customer undertakes to take all necessary precautions to prevent it being shared or compromised. Providing the End Customer or Authorised User with the Security Code is the final element of this Personal Strong Authentication Device.

Swan also uses a Strong Authentication process for initiating and carrying out Payment Transactions.

The End Customer shall inform Swan of the identity of the Authorised User(s), along with their mobile phone number to set up the Personal Strong Authentication Device, and each Authorised User's access permissions and restrictions.

The End Customer may at any time choose to add other Authorised Users or to remove an Authorised User's access to the Swan Interface by notifying Swan.

The End Customer (and each Authorised User) undertakes to refrain from disclosing their Personalised security credentials to any unauthorised third party. Swan cannot be held responsible for the consequences of any disclosure by the End Customer or an Authorised User, or for the loss, theft or fraudulent use by a third party of the Personal Strong Authentication Device.

Notwithstanding the above, the End Customer or Authorised User may use the Personalised Security Credentials when using interfaces set up by AISPs and/or PISPs accredited in an EU Member State or in a State belonging to the EEA, to provide Account Information Services and Payment Transaction Initiation Services. In such cases, the End Customer or Authorised User must:

- (i) ensure that the relevant AISP or PISP is duly authorised and/or registered to provide such services and;
- (ii) enter their Personal Security Credentials in a suitably secure environment.

14. Service Security

As an Electronic Money Institution engaged in activities that are authorised and regulated by the ACPR, Swan prioritises the security of Personalised Security Credentials.

Accordingly, Swan operates and undertakes to maintain the highest standard of suitable technical and organisational security measures. In particular, Swan uses encryption algorithms to safeguard the integrity of Personalised Security Credentials and is regularly audited by independent IT security firms.

In order to continue to provide a high level of security, Swan requires its End Customers to:

- (i) refrain from engaging in any action that may jeopardise the security of Swan's IT systems;
- (ii) notify Swan immediately of any suspected fraudulent access to or use of their Account or any event that may lead to such fraudulent and/or unauthorised use of the Services, such as but not limited to: the loss, theft, accidental disclosure, misuse or other compromise of their Account details and other Personalised Security Credentials or an unauthorised transaction. This notification must be sent by e-mail to: support@swan.io.

15. Swan Interface Data

The data provided on the Swan Interface is made available to the End Customer for informational purposes only.

16. Availability of the Swan Interface

16.1. General principle

Swan shall use all reasonable endeavours to allow access to the Swan Interface 7 days a week, 24 hours a day.

16.2. Interruption by Swan

Nonetheless, Swan may temporarily interrupt access to all or part of the Swan Interface for security reasons, or for technical and/or maintenance reasons when there is no alternative. Swan may, at any time and for the same reasons, temporarily alter or interrupt the Services provided.

Swan reserves the right to use all reasonable means to halt any activity that is unlawful or contrary to the agreed use of the Swan Account.

In particular, Swan reserves the right to suspend, remove and/or block any End Customer's access to the Swan Interface at its own discretion and without prior notice, including but not limited to:

- (i) in the event of a suspected malicious or fraudulent attempt to access or log in to the Swan Interface, thereby jeopardising the confidentiality of all information and data relating to the End Customer or Authorised User;

- (ii) in the event of loss, theft, disclosure or any other compromise of Personalised Security Credentials.

16.3. Interruption due to technical difficulties

Access to the Swan Interface may be temporarily unavailable due to technical difficulties and in particular in the event of:

- (i) an interruption to the Swan Interface for technical maintenance or to update the information provided;
- (ii) access to the Interface being temporarily unavailable due to temporary or ongoing technical problems, in particular with Swan's or the End Customer's internet access, irrespective of the origin or source of such problems;
- (iii) unavailability or overloading or any other factor preventing the normal operation of the telecommunications network used to access the Interface due to the actions of hackers;
- (iv) a cyber attack or a computer virus or any other malicious attack on the computer systems of Swan, the Partner or the End Customer.

16.4. Interruption due to Force Majeure

The Parties will not be held liable for any delay or non-performance related to any event of Force Majeure.

The Parties have a period of thirty (30) days to overcome any temporary event of Force Majeure. After this period, either Party may terminate the Contract in accordance with the conditions set out in Article 8.

The effective date will be the date that written notification of the event of Force Majeure is received. If the event of Force Majeure is permanent, this Contract shall be terminated and the Parties shall be released from their obligations hereunder in accordance with Article 1351 of the French Civil Code.

Part 3. The Services offered by Swan

17. Swan's offer

The Services provided by Swan are related to the opening of a Swan Account and to Payment Services including:

17.1. Payment Services

- (i) providing a physical, digital or virtual payment Card;
- (ii) Payment Transactions carried out using the Swan Card;
- (iii) performing Payment Transactions associated with a Payment Account;
- (iv) cash withdrawal from a Payment Account;
- (v) sending and receiving direct debits (SEPA and SEPA inter-company);
- (vi) sending and receiving transfers (denominated and performed in euros or foreign currencies);
- (vii) capital deposits and checks, where applicable and subject to the relevant conditions; and
- (viii) Payment Acquiring.

18. General terms applicable to all Services

18.1. Professional secrecy

SWAN is bound by professional secrecy, which may however be waived, in the absence of any legal provision to the contrary, in particular with regard to regulatory bodies, tax authorities and law enforcement authorities.

The End Customer may also specify any third parties to whom Swan is authorised to disclose information concerning the End Customer, in particular the Partner.

18.2. Anti-money laundering and combating the financing of terrorism

Pursuant to the provisions of Articles L.561-2 et seq. of the CMF, and in order to combat money laundering and the financing of terrorism, Swan has an obligation to obtain information from the End Customer in respect of any transaction or business relationship initiated subject to the terms of Articles L 561-2 et seq. of the CMF, in particular:

- (i) the source;
- (ii) the purpose; and
- (iii) the reason for the transaction or account opening.

It must also identify the End Customer and, where applicable, the ultimate beneficiary (Article R. 561-1 of the CMF). The End Customer undertakes at all times to allow Swan to carry out a thorough analysis of the performance of the Services, to inform Swan of any transactions that are exceptional compared with the transactions usually posted to their Account and to provide Swan with any documentation or information that may be required.

18.3. Personal data protection

The conditions for SWAN's processing of the End Customer's Personal Data are described in the Personal Data Protection Policy that can be viewed here: <https://www.swan.io/privacy-policy>.

Acceptance of this Contract constitutes permission from the Customer for Swan to disclose their Personal Data to partners or subcontractors to whom an activity has been outsourced for the performance of the Services.

18.4. Right of withdrawal

18.4.1. Waiver for End Customers acting in a professional capacity

Where the End Customer is acting in a professional capacity within the meaning of Article L. 133-2 of the CMF, the Parties agree to expressly waive the provisions of the following Articles: L. 133-1-1, the last two paragraphs of L. 133-7, L. 133-8, L. 133-19, L. 133-20, L. 133-22, L. 133-23, L. 133-24, L. 133-25, L. 133-25-1, L. 133-25-2 and I and III of Article L. 133-26 and undertake to comply with the provisions of the T&C.

18.4.2. Provisions applicable to End Customers acting in a non-professional capacity

An End Customer who is a natural person and acting in a non-professional capacity is deemed to be a consumer within the meaning of the introductory article of the French Consumer Code.

In accordance with Article L. 222-7 of the French Consumer Code, the End Customer as a consumer has a right of withdrawal which may be exercised within a period of fourteen (14) days, starting from the date on which these T&C are agreed.

However, performance of the T&C may commence prior to the expiry of this withdrawal period with the express agreement of the End Customer. In this respect, the End Customer as a consumer acknowledges that any commencement of use of the Services constitutes an express request on their part to commence performance of the T&C prior to the expiry of the aforementioned period.

The exercise of the right of withdrawal results in the termination of these T&C, in the event that performance has begun, this takes the form of a termination and does not affect any services previously provided. In this case, the End Customer as a consumer will only be required to pay pro rata for the Services actually provided.

The End Customer as a consumer must provide SWAN's customer service department with notice of their withdrawal request in accordance with the conditions set out in Article 18.5. To do so, they may use the withdrawal form provided.

18.5. Customer service and complaints resolution

The End Customer may obtain more information on how the T&C are applied or file a complaint by contacting the SWAN customer service department at the following address: support@swan.io.

The Customer Service Department will endeavour to acknowledge receipt of the complaint within no more than ten (10) days and to provide the End Customer with a final response within no more than two (2) months of receipt of the complaint. The Customer Service Department will also update the End Customer regularly on the progress of their complaint. The Customer Service Department may request any documentation (evidence, written statement, etc.) to be able to provide the most appropriate response to the End Customer's complaint.

18.6. Mediation

After receiving the final response to an unresolved complaint, the End Customer may also refer the matter, free of charge and in writing, to the Association Française des Établissements de Paiement et de Monnaie Electronique (AFEPAME) ombudsman at the following address: Médiateur de l'AFEPAME, 36 rue Taitbout, 75009 Paris.

- (i) By electronic submission via the AFEPAME consumer ombudsman website: mediateur-consommation-afepame.fr;
- (ii) By e-mail, to the address of the AFEPAME consumer ombudsman: contact@mediateur-consommation-afepame.fr ;
- (iii) By post to the following address: "Médiateur de la Consommation de l'AFEPAME c/o WEBHELP GRAY – Zac de Gray – Impasse Clément Ader 70100 Gray".

The End Customer will receive an acknowledgement of receipt of any referral to the AFEPAME consumer ombudsman and an initial eligibility assessment will be undertaken within three weeks of the date of the request. If the Parties agree to mediation, the outcome will normally be determined within a maximum period of ninety (90) days from the date of the eligibility notification sent to the End Customer by the AFEPAME consumer ombudsman, in accordance with Article R. 612-2 of the French Consumer Code.

The ombudsman is required to propose solutions to disputes within a period of two months from the date of referral.

The End Customer and SWAN are both at liberty to refer the matter to the competent court either without prior recourse to the ombudsman or following mediation proceedings.

19. The Swan Account

19.1. Conditions for opening a Swan Account

19.1.1. Conditions relating to the End Customer

A Swan Account is only available to the following persons:

For non-professional use, the End User warrants that they are a natural person of the age of majority, legally competent and resident in the European Union or the European Economic Area.

For professional use, the End Customer warrants that:

- (i) it is a legal entity or a natural person of the age of majority, legally competent, and acting on their own behalf for professional purposes (commercial, industrial, trade, freelance or agricultural);
- (ii) it is not the subject of receivership or collective proceedings;
- (iii) its representative has all the authorisations necessary to open and use the Swan Account;
- (iv) it is based in the European Union or the European Economic Area.

19.1.2. Conditions relating to information transmitted by the Final Customer:

An Account is opened on the basis of information transmitted by the Final Customer directly or indirectly to Swan. The Final Client guarantees that this information is true, accurate and complete.

19.1.3. Information that may be requested via a Partner

The offer proposed by Swan may have been presented to the End Client via a Partner. The Final Client may agree that the information and supporting documents required to open the Swan Account, as defined in Article 19.1.4, may be sent to Swan by the Final Client.

It is specified that Swan alone verifies that the conditions for access to the Services have been met and retains sole responsibility for the decision by the Final Customer to access the Services.

The Partner is responsible for carrying out certain tasks, such as displaying the Swan Account or preparing the Payment Transactions linked to the account.

Orders and Payment Transactions issued from the Partner's platform may, where appropriate, be prepared, accepted or refused by the Partner.

The Partner may also contact Swan directly at support@swan.io.

19.1.2. Conditions relating to information provided by the End Customer:

An Account is opened based on information transmitted by the End Customer directly or indirectly (with the End Customer's agreement) to Swan. The End Customer guarantees that this information is true, accurate and complete.

<i>The End Customer is a legal entity or natural person acting in a professional capacity</i>	<i>The End Customer is a natural person acting in a non-professional capacity</i>
<ul style="list-style-type: none">● their name, company type, capital, registered office address, description of their business and identification number;● an extract from an official register confirming its legal status and including the above information, dated within the last three months;● a copy of a currently valid official identity document for the legal representative and their telephone number;● a copy of the legal representative's authority / deed of appointment;● a copy of the articles of association;● any appropriate document or evidence allowing the persons interested in using the Swan Account to be identified, i.e. the beneficial owners within the meaning of banking regulations (defined, in particular, within the meaning of Article 4 of Law 10/2010 of 28 April on the prevention of money laundering and financing of terrorism, as the natural person(s) who holds, directly or indirectly, more than 25% of the capital or voting rights of the company or who by any other means exercises control over its management, administrative or executive bodies or over the shareholders' general meeting);● details of an account held with an institution in the European Union or the European Economic Area;● a description of its business;● its most recent tax return or equivalent under foreign law;● any other supporting documents or	<ul style="list-style-type: none">● their surname, first name, date of birth and nationality;● a copy of a currently valid official identity document showing a recent photograph of the End Customer;● proof of address;● their e-mail address and/or telephone number;● their tax assessment;● any other supporting documents or information required by Swan.

information required by Swan.	
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19.1.3. Any information requested via the Partner

It is possible that the offer proposed by Swan has been presented to the End Customer via a Partner. The Partner may gather the information and supporting documents from the End Customer required for opening a Swan Account, as set out in Article 19.1.4. Subject to agreement by the End Customer, the Partner sends this information and supporting documents to Swan to enable it to open a Swan Account.

Note that Swan alone confirms that the conditions for access to the Services have been met and retains sole responsibility for the decision to allow the End Customer to access the Services.

The Partner is responsible for carrying out certain tasks, such as displaying the Swan Account or arranging Payment Transactions linked to the account.

Orders and Payment Transactions may, where appropriate, be prepared, accepted or refused by the Partner.

In the event that a Payment Transaction is disputed, the End Customer may contact the Partner, where appropriate. They may also contact Swan directly at the following address: support@swan.io.

19.1.4. Information requested by Swan

In order to open the Account, Swan may ask for all or part of the information and documents listed below (this is a non-exhaustive list which may be extended by Swan):

<i>The End Customer is a legal entity or natural person acting in a professional capacity</i>	<i>The End Customer is a natural person acting in a non-professional capacity</i>
<ul style="list-style-type: none"> ● their name, company type, capital, registered office address, description of their business and identification number; ● an extract from an official register confirming its legal status and including the above information, dated within the last three months; ● a copy of a currently valid official identity document for the legal representative and their telephone number; 	<ul style="list-style-type: none"> ● their surname, first name, date of birth and nationality; ● a copy of a currently valid official identity document showing a recent photograph of the End Customer; ● proof of address; ● their e-mail address and/or telephone number; ● their tax assessment; ● any other supporting documents or

<ul style="list-style-type: none"> ● a copy of the legal representative's authority / deed of appointment; ● a copy of the articles of association; ● any appropriate document or evidence allowing the persons interested in using the Swan Account to be identified, i.e. the beneficial owners within the meaning of banking regulations (defined, in particular, within the meaning of Articles L. 561-2-2 and R. 561-1 of the CMF, as the natural person(s) who holds, directly or indirectly, more than 25% of the capital or voting rights of the company or who by any other means exercises control over its management, administrative or executive bodies or over the shareholders' general meeting); ● details of an account held with an institution in the European Union or the European Economic Area; ● a description of its business; ● its most recent tax return or equivalent under foreign law; ● any other supporting documents or information required by Swan. 	<p>information required by Swan.</p>
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19.1.5. Swan's decision to open an Account

After carrying out the necessary checks, Swan may:

- (i) agree to open the Account;
- (ii) agree to open the Account subject to additional information being provided; or
- (iii) refuse to open the Account. Any such refusal is at Swan's sole discretion; and the Customer is not entitled to any justification or any right to compensation.

19.1.6. Updating information relevant to the Swan account

The End Customer must inform Swan as soon as possible of any information or change of information regarding their circumstances.

Where the End Customer is a natural person, they confirm that they are not a US citizen within the meaning of Decree no. 2015-1 of 2 January 2015. Where the End Customer is a legal entity, it

certifies that none of its beneficial owners (within the meaning of Article L. 561-2-2 of the CMF) is a US citizen within the meaning of the same text.

Swan may ask the End Customer at any time for additional documents to confirm the information already provided. Should the End Customer fail to respond, the Swan Account may be closed.

19.2. Operation of the Swan Account

19.2.1. Specific conditions of the Account

If the End Customer has not sent the supporting documents referred to in Article 19.1.4, the End Customer's Swan Account may not be topped up with an amount greater than one hundred and fifty euros (€150) over a period of thirty (30) sliding days - this amount may only be used to purchase consumer goods or services in France. Furthermore, the End Customer will not be able to carry out electronically initiated transactions in excess of fifty euros (€50).

19.2.2. Adding funds to the Swan Account

The Swan Account is credited with an amount equal to the value of the funds received in euros.

The funds in the Swan Account are not considered to be repayable funds from the public within the meaning of banking and financial regulations. They cannot earn interest directly. They are protected by being held in a dedicated account with a French credit institution. The funds accumulated can therefore never be used to settle any of Swan's debts in the event of insolvency and cannot be seized by any of Swan's creditors.

19.2.3. Swan Account Balance and Overdraft policy

Overdrafts are not permitted so the Swan Account must always show a credit balance which the End Customer undertakes to ensure. Prior to carrying out Payment Transactions, the End Customer must ensure that there is a sufficient available balance on their Swan Account, taking into account all Orders and Payment Transactions already carried out but not yet debited.

If, as a result of a deliberate act by the End Customer, the Swan Account shows a debit balance that is not cleared within two (2) days, Swan reserves the right to charge the End Customer a handling fee for managing this Overdraft. These fees are set out in the Appendix to these T&C.

19.2.4. Suspension and closure of the Swan Account

19.2.4.1. Suspension of the Swan Account

Swan's decision to suspend an Account

- a. Swan may at any time, at its sole discretion and without any compensation, suspend the Swan Account if it suspects or ascertains that the End Customer or an Authorised User:
 - (i) is engaged in any action that may undermine the security of Swan's IT systems;
 - (ii) has an unusually high level of unpaid items;
 - (iii) is using the Services for any purpose or in any way that is fraudulent, illegal or contrary to these T&C; and/or
 - (iv) is using the Services for anything other than their intended purpose (including if the User is using the Services to provide payment services to third parties).

- b. Any such suspension will be announced by any means and will have immediate effect in order to allow Swan to carry out the necessary investigations to determine the extent of the risk involved and whether it is necessary to close the Swan Account permanently. To this end, Swan may ask the End Customer or Authorised User for:
 - (i) additional information or supporting documents; and
 - (ii) the implementation of additional / improved security measures.

Effects of suspending an Account

Suspension of a Swan Account results in the funds available in the Account being frozen while Swan carries out the necessary investigations and until Swan has determined whether the use of the Services is fraudulent or contrary to these T&C. No debit or credit transactions will be posted to the Account. The End Customer or Authorised User will not be able to access any other Services offered by Swan during this period of suspension, which may not exceed a maximum period of twelve (12) months.

19.2.4.2. Suspension as a result of Garnishment, Precautionary Seizure and an Administrative Third Party Debt Order (ATD)

Swan may be notified of a Garnishment or Precautionary Seizure by a bailiff. In this event, Swan has a dual obligation:

- (i) to inform the bailiff of the balance of the End Customer's relevant Swan Account(s), and
- (ii) to temporarily freeze the sums subject to seizure.

Swan will leave an unseizable balance on the End Customer's Account equal to the amount of the French Social Security income (*Revenu de Solidarité Active - RSA*) for a single person without children.

The Customer will also be given a period of fifteen (15) calendar days to provide Swan with proof of any unseizable sums (in particular those corresponding to specific social security allowances, welfare payments, disability benefits, etc.) which may be credited to the Account.

After 15 calendar days have elapsed, and if the account balance is sufficient, Swan will block just the amount of the debt so that the End Customer can once again use their Account freely.

Swan will pay the relevant sum to the creditor in question on receipt of a certificate of no-challenge or if the Individual Customer has stated that they do not wish to contest the seizure. The Individual Customer has a period of one month in which to contest the seizure of funds with the enforcement judge after the court official informs the Customer of such seizure.

An Administrative Third Party Debt Order (ATD) is a procedure that applies solely to the tax authorities and is only used in the event of non-payment or late payment of a tax, fine or incidental tax charges.

In the event of an ATD being sent to Swan, the balance of the Payment Account in the name of the Individual Customer can be seized, and the sum is then recovered up to the limit of the balance of the seized Account(s).

To contest an ATD, the Individual Customer must write to the Tax Office by sending a registered letter with acknowledgement of receipt.

Swan may charge the End Customer additional fees for any such seizure activities, as set out in Appendix 1.

19.2.4.3. Closure of the Swan Account due to inactivity - Inactive Account

If the Swan Account held with Swan by the End Customer has not been used for twelve (12) months and the End Customer has not contacted Swan by any means whatsoever (telephone, post, etc.) during this period, the Account will be considered inactive.

Should this occur, Swan will inform the customer by any means necessary. Swan may charge a fee for inactivity, in accordance with the Appendix of Financial Conditions.

If the End Customer does not contact Swan, then Swan will transfer the balance of the Swan Account to the Caisse des Dépôts et Consignations ten (10) years from the date of the last Payment Transaction, excluding entries made by Swan for debits reflecting fees and commissions of any kind, after informing the Customer by any means six (6) months in advance and in accordance with the procedures set out in Article L. 312-20 of the CMF, except in the event of the liquidation or dissolution of the Customer as a legal entity where the assets held in the inactive Payment Account are transferred to the Caisse des Dépôts et Consignations at the end of a period of three years after the date of liquidation or dissolution.

Assets held with the Caisse des Dépôts et Consignations may be claimed directly from the Caisse des Dépôts et Consignations up to thirty (30) years after the End Customer's last communication with Swan.

19.2.4.4. Closure of the Swan Account due to death of the End Customer

The Swan Account belongs to a sole End Customer who may have nominated one or more Authorised Users.

The death of the End Customer or its liquidation (for legal entities) consequently terminates their use of the Swan Services and the powers granted to Authorised Users.

Transactions carried out on the Swan Account of the deceased after the date of death are deemed unauthorised, unless otherwise agreed by the heirs or solicitor in charge of the estate.

The Swan Account is left open for as long as is necessary for the estate to be settled in order to receive balance transfer instructions, if any, with the express written agreement of the heirs or solicitor in charge of the estate.

If, within three (3) years of the End Customer's death, the heirs have not identified themselves and/or have not exercised their rights, the balance of the deceased End Customer's Swan Account is transferred to the Caisse des dépôts et consignations.

19.2.5. Refund of the Account balance

The End Customer is entitled to obtain a refund of all or part of the available balance of their Swan Account paid into a bank or payment account held by them with a recognised institution located within the European Union or the European Economic Area, the details of which have been provided to Swan. Natural persons acting in a non-professional capacity may also request a refund in the form of legal tender banknotes and coins. Refunds are made at their nominal value on the day of the Refund.

The End Customer places a Refund Order, where applicable via the Partner, and confirms the Order using the Personal Strong Authentication Device.

The Refund is initiated within one (1) Working Day of submission of the Refund Order. The Refund is processed within a maximum of two (2) Working Days. Any Refund Order submitted to Swan after 9pm is deemed to have been submitted on the next Working Day. If this submission takes place on a day that is not a Working Day, the Refund Order is deemed to have been submitted on the next Working Day.

20. The Swan Card

20.1. Card issue

The type of Card offered by Swan to an End Customer or Authorised User and the rights associated with it depend on the initial need formulated by the End Customer and the result of

Swan's risk analysis. Swan reserves the right to refuse the End Customer access to the service without incurring any liability. Any request may be made by the End Customer to the following e-mail address : support@swan.io.

Accordingly, Swan cannot be held liable in any way if an End Client or Authorised User is unable to access all of the Card-related services described herein.

20.2. Rights associated with the Card and nomination of a Cardholder

As a Swan Account holder, the End Customer may order a Payment Card from their personal space on the Swan Interface, to be issued to the Cardholder(s) they have nominated and whose rights they have specified (hereinafter referred to as the "**Cardholder(s)**").

Cards issued by Swan are either physical or virtual Mastercard payment cards with automatic authorisation. Cards are linked to the Customer's Swan Account and are issued subject to payment of the fees detailed in Appendix 1. These fees are debited from the Account.

The Cardholder undertakes to provide all the information requested by Swan to allow a Card to be issued.

When the Customer nominates a Cardholder, the Cardholder will be invited to create their own Personal space on the Swan Interface, with their own Login details. The Cardholder must submit the information and documents requested by Swan via their Personal space on the Swan Interface.

Swan reserves the right to suspend use of the Card at any time and at its sole discretion.

The End Customer with the relevant rights on the Account can set spending limits for each Card, subject to the limits imposed by Swan and/or the Partner. The End Customer can also block the use of a Card at any time, at their own discretion.

20.3. Types of Cards offered by Swan

20.3.1. Physical Card

A Physical Card allows payments to be made through a network of merchants subject to the conditions specified by the Partner.

Swan will post the Physical Card to the relevant Cardholder's address, once it has been successfully registered and confirmed in accordance with the process specified in Article 20.2.

The Cardholder may view their PIN at any time in their space on the Swan Interface.

The Cardholder may make purchases online or in-store before receiving the Card, by using the digital version of the Card via a Wallet Service.

Swan may place a spending limit on this digital version of the Card, until the physical version has been used at least once.

The Cardholder is asked to activate the Card as soon as they receive it, as instructed by Swan in the covering letter.

20.3.2. Instant Virtual Card

Instant Virtual Cards can be accessed directly from the Cardholder's Swan Interface or the Swan Mobile App. For security reasons, Strong Authentication is required to access the Card details (PAN, CVV, expiry date).

An Instant Virtual Card can be added to a digital Wallet and used to pay for in-store purchases via Apple Pay or Google Pay.

20.3.3. Single Use Virtual Card

A Single-Use Virtual Card can be used to pay for one-off or recurring online transactions.

The Partner may set limits or select which merchants may receive payments.

20.4. Card Transactions

20.4.1. Card Payments

The Cardholder may use their Card subject to (i) the available balance on the Payment Account to which it is linked and (ii) the limits set by the Customer. The Customer is responsible for all Card Payment Transactions made on the Account.

Swan will only process Payment Transactions if there is sufficient credit on the Account to do so.

The Customer undertakes to add sufficient funds to each Payment Account to allow Card Payment Orders given by the Cardholder to be processed. The Cardholder may make payments in euros, as well as in foreign currencies subject to the conditions set out below.

20.4.2. Cash withdrawal

Subject to proper authentication, the End Customer may use the Card to make cash withdrawals at any cash withdrawal point displaying the Mastercard logo, up to the limit agreed with Swan and, where applicable, the Partner, and up to the balance on the Swan Account.

20.5. Using the Card

20.5.1. Personalised Security Credentials linked to the Card

The Card is a payment instrument with Personalised Security Credentials.

The Authentication procedure will differ based on whether the Cardholder is making a remote payment or a proximity payment. The Cardholder undertakes to comply with all Authentication procedures whenever instructed to do so.

20.5.2. Use of Personalised Security Credentials for proximity payments

The PIN for the Card is strictly personal and confidential. The Cardholder must take all necessary precautions to safeguard this confidentiality, which is intrinsically linked to the security of the Card. To this end, the Cardholder is advised never to disclose this PIN to any unauthorised third party. The Cardholder is reminded that merchants, e-commerce sites, the Customer, the issuer, its representatives and any other partner should never request this confidential PIN. The Cardholder must refuse to disclose their PIN if they are asked to do so.

The Cardholder must never write or record their PIN on the Card or on any other medium. Should the Cardholder forget their PIN, they may check it at any time on the Swan Interface.

The Subscriber is held responsible for the confidential nature of his/her secret code and any disclosure or failure to take all appropriate measures to ensure the security of his/her code will result in the Subscriber losing his/her right to reimbursement in the event of Fraud.

20.5.3. Use of Personalised Security Credentials for remote payments and cash withdrawals

The Cardholder may issue Card Payment Orders remotely. When doing so, they will be asked to provide the following Personalised Security Credentials: the Card number, the expiry date and the security code on the back of the Card. The Cardholder must comply with the applicable Strong Authentication procedure for each new Payment Transaction.

Any Card Payment Order issued from abroad may result in additional charges being payable, in accordance with the applicable Appendix of Financial Conditions .

20.5.4. Storing the Card in a Wallet Service

The Cardholder may store their Card in a Wallet Service provided by a third party service provider other than Swan. This service enables card data - including virtual cards - to be stored in a dedicated mobile app, thereby allowing Card Payment Transactions to be carried out using a mobile phone once the Cardholder has registered and confirmed the Card. The Wallet Service is

subject to the general terms and conditions of use of the service provider delivering the Wallet Service, which must be accepted in advance by the Cardholder.

Only Google Pay and Apple Pay Wallet Services are compatible with the Cards issued by Swan. The use of such third parties is at the sole discretion of the Cardholder.

Swan cannot be held responsible for any failure whatsoever by the provider of the Wallet Service (particularly with regard to security).

21. Payment Transactions

21.1. Carrying out Payment Transactions

The End Customer may carry out or benefit from Payment Transactions subject to the limits set out in these T&C.

To carry out a Payment Transaction, the End Customer must send Swan an Order. To send an Order, the End Customer must first identify themselves using the Personal Strong Authentication Device.

Before sending any Order, the End Customer must ensure that there are sufficient funds in their Account to cover the amount of the Payment Transaction in question as well as any associated costs, as agreed in the Appendix of Financial Conditions.

The End Customer is responsible for adding funds to their Account in accordance with the conditions set out in Article 23.2, before the Order can be successfully sent to Swan for processing. The Order may be refused if the balance on the Account is lower than the amount of the Payment Transaction (including fees) on the date the Order is carried out by Swan. Swan checks the balance on the End Customer's Account before carrying out the Order. In the event of insufficient funds, the Payment Order will be refused.

Once initiated, Orders are carried out within one (1) Working Day of the Order being sent (and on the agreed date for advance instructions or regular Orders). Any Order submitted to Swan after 9pm is deemed to have been submitted on the next Working Day. If this submission takes place on a day that is not a Working Day, the Order is deemed to have been submitted on the next Working Day. However, Orders to perform Payment Transactions between two Swan Accounts held by the End Customer are carried out on the same day, in real time.

Swan may suspend an Order for as long as is necessary to carry out any additional checks. Swan may contact the End Customer for further information regarding the Payment Transaction and may request supporting documents in relation to the Transaction.

21.2. Payment Transaction consent and irrevocability

The Cardholder consents to the Payment Transaction being carried out in different ways for remote payments and for proximity payments via Electronic Payment Terminals: consent is given by providing Personalised Security Credentials for remote use - confirming the Payment Transaction using the details (amount, Account to be debited and identification of the beneficiary) and confirming the Payment Transaction by means of a Strong Authentication process.

Proximity Payments: consent is given either by entering the PIN once the card has been inserted into the EPT, or by using contactless payment via an EPT subject to the applicable limit (in these cases, the Cardholder has direct access to the details of the Payment Transaction by using the payment terminal).

Consent given for a Payment Transaction using a Card stored in a Wallet Service and carried out via a mobile phone, that the Cardholder has previously registered and confirmed, is irrevocable.

Any Card Payment Transaction authorised by the Cardholder in any of the ways set out above is irrevocable.

21.3. Notification of refusal to carry out a Payment Transaction

In the event that Swan is unable to carry out a Payment Transaction for any reason whatsoever, it will inform the End Customer by any means, including via the Swan Interface, no later than one (1) Working Day after Swan receives the Payment Order.

21.4. Blocks

The End Customer shall inform Swan immediately as soon as they are aware (or should have been aware) of the loss, theft, disclosure or misuse of their Security Code or any other Personalised Security Credentials, and more generally of any unauthorised access or attempted access to the Swan Interface, in order to block the Swan Account or the Card, stating the reasons for requesting the block.

This blocking request must be sent to the following address:

support@Swan.io

The blocking request will be dealt with immediately and a blocking reference will be provided.

In the event of theft or fraudulent use of the Swan Account or misuse of the data linked to its use, Swan reserves the right to ask the End Customer to provide a reference number or copy of the police report.

Swan cannot be held liable for the consequences of a blocking request that was not made by the End Customer and/or that did not comply with the terms of this Article. Furthermore, a blocking request made in bad faith will have no effect.

More generally, Swan reserves the right to block the use of the Swan Account at any time for security reasons, without this resulting in any compensation, in accordance with Article 7 on suspension. The End Customer will be notified of this decision by any means.

21.5. Disputes

The End Customer should contact Swan's customer service department in the event of any complaint relating to Payment Transactions or Refunds. The End Customer may e-mail the following address: support@swan.io.

Disputes must be sent to Swan as soon as possible. Charges may be payable in the event of an unsubstantiated dispute of a Payment Transaction.

21.5.1. End Customers acting in a non-professional capacity

End Customers acting in a non-professional capacity who wish to dispute a Payment Transaction that they have not authorised or that has been carried out incorrectly must contact Swan by e-mail as soon as possible after becoming aware of the discrepancy and at the latest within thirteen (13) months of the debit date.

21.5.2. End Customers acting in a professional capacity

End Customers acting in a professional capacity, who wish to dispute a Payment Transaction that they have not authorised or that has been carried out incorrectly must contact Swan by e-mail as promptly as possible after becoming aware of the discrepancy and at the latest within eight (8) weeks of the date on which the funds were debited. Swan will either refund the disputed Payment Transaction or provide an explanation for its refusal to refund, specifying the applicable mediation procedure, within ten (10) working days of receipt of the refund request.

21.6. Unauthorised or incorrectly performed Payment Transactions

The End Customer must inform Swan without delay of any unauthorised or incorrect Payment Transaction.

The amount of the unauthorised Payment Transaction appearing on the statement will be re-credited as soon as Swan is able to do so, and at the latest before the end of the working day after Swan is contacted.

Notwithstanding the above, if Swan has reasonable grounds to believe that the End User has

acted dishonestly, deliberately or has been grossly negligent in safeguarding the security of their Account, Card, PIN details or other passwords, Swan may conduct further investigations before issuing a refund and Swan may suspend the transaction.

Swan will carry out its investigations as quickly as possible and, once completed, Swan will make the necessary adjustments as appropriate. Once the investigations are complete, if Swan determines that the End Customer is not entitled to a refund, Swan will adjust the End Customer's Account as appropriate. If any errors are identified in a transaction and Swan is responsible, Swan will issue a refund. Swan may then be required to process the transaction correctly.

Following a dispute about an unauthorised or incorrectly performed Transaction, Swan will immediately refund or suspend the Transaction, including any applicable fees, as soon as possible (and no later than thirteen (13) months after the transaction date). Swan may ask the End Customer or Authorised User to confirm in writing that the End Customer or Authorised User did not authorise the Payment Transaction.

The End Customer is refunded for unauthorised transactions, subject to a maximum excess of fifty (50) euros.

21.7. Refund of unauthorised or incorrectly performed Payment Transactions

The Parties expressly agree that the End Customer is liable for any and all losses caused by unauthorised Payment Transactions that result from the End Customer's fraudulent actions, wilful misconduct or gross negligence in fulfilling their obligations. This applies in particular, but not exclusively, where the End Customer

- (i) has failed to take all reasonable precautions to safeguard the security of their Personalised Security Credentials, or
- (ii) has failed to notify Swan in a timely manner of any objection or dispute regarding the Payment Transaction, or
- (iii) is obviously acting in bad faith.

Swan reserves the right to request supporting documents.

21.8. Payment Transaction Account Statement

21.8.1. General information

The End Customer can access a Payment Transaction statement on the Swan Interface, summarising all the information relating to each Payment Transaction carried out.

A monthly statement of Payment Transactions is available on the Swan Interface and can be downloaded in PDF format.

In the event of a dispute, presentation of the Account Statement (or a copy thereof) constitutes sufficient proof of the Payment Transactions recorded therein, except in the event of error, omission or Fraud.

21.8.2. Annual statement of charges

A statement of the charges payable on the Swan Account during the previous calendar year for the Services from which the End Customer benefits under the T&C is also available on the Swan Interface.

21.9. Liabilities of the Parties in relation to the Payment Transactions

21.9.1. The responsibility of Swan

Should an End Customer, **acting in a non-professional capacity**, deny having given their consent to carry out a Payment Transaction using their Swan Account, it is the responsibility of Swan to either reinstate the balance of the Swan Account or to provide proof that the Payment Transaction was duly authenticated, processed and posted and that it was not subject to a technical problem or the result of Fraud against the End Customer. Such proof may be provided by any means, in particular by electronic device records or copies on a computer medium of the use of the Personal Strong Authentication Device.

Any other End Customer, **acting in a professional capacity**, is responsible for proving that a Payment Transaction was not duly authenticated, processed and posted.

Furthermore, Swan cannot be held responsible towards the End Customer for any loss resulting directly or indirectly from an event of Force Majeure.

Swan cannot be held liable should the End Customer dispute the performance of a Payment Transaction after such time as set out in Article 21.4.

21.9.2. The responsibility of the End Customer

The End Customer is at all times responsible for paying all amounts due and payable on their Swan Account and Card.

The End Customer, **acting in a non-professional capacity**, is liable for the consequences of any use of their Swan Account and Card unless and until they stop the use of their Swan Account and Card as set out in Article 21.6.

The End Customer, **acting in a professional capacity**, is liable for the consequences of any use

of their Swan Account and Card unless and until they stop the use of their Swan Account and Card as set out in Article 21.6 (subject to any provisions to the contrary). Such liability also applies even after the End Customer has requested a payment be stopped if their Personal Strong Authentication Device has been used.

The End Customer must ensure that sufficient funds are available in their Swan Account to cover the total amount of the Payment Transactions. Otherwise, Swan will not be able to carry out the Payment Transaction.

The End Customer is responsible for the financial consequences of safeguarding their Personal Strong Authentication Device.

22. Transfer Orders

22.1. General rules applicable to transfers

The End Customer must check all the details carefully before confirming a Transfer Order. In accordance with Article L.133-21 of the CMF, Swan cannot be held liable if the beneficiary IBAN is entered incorrectly.

The End Customer's consent to carry out the Transfer Order is obtained in accordance with the procedure described on the Swan Interface.

The End Customer must follow any Strong Authentication procedure required by Swan.

Once definitively confirmed by the End Customer, Transfer Orders are irrevocable.

Transfer Orders are time-stamped and retained for the applicable legal period.

If a Transfer Order is initiated by a PISP at the End Customer's request, the Customer may not subsequently revoke the Transfer Order after giving their consent to the PISP.

Swan reserves the right to refuse a Transfer Order if the information is incomplete or incorrect or if there is any legal or regulatory risk.

22.2. Receipt of transfers denominated and performed in euros

The End Customer expressly authorises Swan to receive Payment Transactions to their Swan Account in the form of SEPA transfers in euros from an account held with an institution in the European Union or the European Economic Area.

Swan receives the funds payable to the End Customer and credits the Account immediately on receipt of a valid and actionable Transfer Order denominated and performed in euros.

As soon as the Payment Transaction is credited to the End Customer's Account, the End Customer receives a payment confirmation (including information about the payer, the transaction amount and its confirmation date and time). It is the End Customer's responsibility to inform Swan as soon as possible if such funds have been received in error.

Swan is not party to any dispute that may arise between the End Customer and the sender of the payment.

22.3. Effecting transfers denominated and performed in euros

The End Customer may initiate a transfer from their Swan Account to an account held with an institution in the European Union or the European Economic Area.

A transfer Payment Order may be one-off or recurring, standard or instant, and must include the information requested on the Swan Interface and, where applicable, by the Partner. The transfer Order is denominated and performed in euros.

Transfer Payment Orders may be issued from the Partner's interface, provided the End Customer has authorised the Partner to do so. Confirmations of transfers by the End Customer are captured by the End Customer's Personal Strong Authentication Device. They are time-stamped and kept by Swan for the applicable legal period.

Transfer Payment Orders are irrevocable from the moment Swan enters them into the payment system. Cancellation is not possible after such time.

Swan may refuse to carry out a Transfer Payment Order that is incomplete, inaccurate or for any other reason. As overdrafts are not permitted on the Swan Account, in the event of an insufficient balance, Transfer Payment Orders will be declined automatically. Should a discrepancy or material error be noted, Swan may refuse the Order and will inform the End Customer of the nature of the error, unless this is impossible or legally prohibited, and, if possible, of how to correct the discrepancy.

Should any suspicion arise of fraudulent use of the Swan Account, unauthorised use, or security concerns, Swan may block a Transfer Payment Order, without needing to explain the reason for such blocking to the End Customer. A Transfer Payment Order that has been refused by Swan is deemed not to have been received and cannot give rise to any liability on the part of Swan for any reason whatsoever, nor under any circumstances give rise to the payment of compensation to the End Customer.

End Customers receive confirmation of Transfer Payment Orders directly on the Swan Interface.

22.4. Standard transfers denominated and performed in euros within the SEPA zone - Completion times

For standard transfers denominated and performed in euros within the SEPA zone, the time of receipt of a transfer Payment Order is the date on which Swan confirms to the End Customer that it has been received. Should a transfer Payment Order be received after 9pm on a Working Day or be presented on a day that is not a Working Day, the Order is deemed to have been received by Swan on the next Working Day.

Transfer Payment Orders are carried out within one (1) Working Day of the date of receipt by Swan.

This period may be extended if checks are needed to confirm its validity, in particular but not exclusively, if there are reasonable grounds for suspecting fraudulent use of the Swan Account or in order to comply with the regulations on anti-money laundering and combating the financing of terrorism.

22.5. Instant transfers denominated and performed in euros - Specific notes and completion times

Instant transfers denominated and performed in euros within the SEPA zone are one-off transfers that are performed immediately.

Subject to service availability, instant transfers denominated and performed in euros are available continuously, 24 hours a day, 7 days a week, every day of the year. These transfers are limited to a maximum amount of one hundred thousand euros (€100,000).

The recipient must have a bank or payment account held with an institution located within the SEPA zone and able to process instant transfers denominated and performed in euros.

The time of receipt of an instant transfer Payment Order instant is the date on which Swan confirms to the End Customer that it has been received. The amount of an instant transfer is then credited to the beneficiary's account no later than ten (10) seconds following acceptance of the transfer.

This period may be extended if checks are needed to confirm its validity, in particular but not exclusively, if there are reasonable grounds for suspecting fraudulent use of the Swan Account or in order to comply with the regulations on anti-money laundering and combating the financing of terrorism.

22.6. Notes relating particularly to transfers that are denominated and performed in euros outside the SEPA Zone.

A SWIFT transfer is a transfer made via the SWIFT financial messaging system. SWIFT is the acronym for "Society for Worldwide Interbank Financial Telecommunication".

A SWIFT transfer can be performed in euros outside of the SEPA zone.

SWIFT transfers take between 1 and 3 working days. This processing time is only an estimate. It may vary depending on time zone differences, the time at which the transfer is sent, the currency and the number of banks involved.

A SWIFT transfer involving a foreign currency exchange will entail a conversion - the value of which will be calculated based on the rates in force on the day the SWIFT Transfer is received.

Foreign exchange commission and/or additional charges may be applied and payable on receipt of the Swift Transfer.

22.7. Notes relating particularly to transfers that are denominated and performed in a foreign currency.

Transfers denominated and performed in a foreign currency, where the currency is accepted by Swan, may be subject to longer processing times. You can check the currencies accepted by Swan here <https://www.swan.io/fx-currencies>.

In some cases, foreign exchange commission and/or additional charges may be applied and payable when the transaction amount is due.

Funds are credited back to the Customer's Payment Account at the exchange rate in force on the day the funds are returned.

There may be a delay between the date on which the beneficiary's payment institution refuses the transaction and the date on which the funds are returned to the Customer.

Swan is not responsible for such charges and delays.

In the event of a Foreign Currency Transfer, the funds are automatically converted into euros at the rate in force at the time the Transfer Order is carried out.

In the event of a Swift Transfer in euros, the rate used is that in force on the day of receipt.

23. Direct Debit Orders

23.1. Receiving SEPA Direct Debit Orders

Should the End Customer wish to authorise a creditor to initiate a SEPA Direct Debit Transaction and for Swan to debit their Swan Account, they authorise Swan to accept the SEPA Direct Debit or B2B direct debit mandate provided by the creditor on their behalf.

The creditor must hold a bank or payment account with an institution located in the European Union or the European Economic Area.

Swan must receive the SEPA Direct Debit Payment Order no later than one (1) Working Day before the Appendix transaction date.

The value date of the Direct Debit Transaction in question cannot be earlier than the day on which the amount is debited from the Swan Account. Swan may refuse or return a Direct Debit Transaction when the Direct Debit Payment Order is presented or within a period of four (4) Working Days thereafter for any legitimate reason, in particular in the event of insufficient funds on the Swan Account.

In all cases where the End Customer, acting in a non-professional capacity, has grounds to do so (for example, if they have not consented to the creditor), the End Customer may contact Swan to:

- (i) stop a Direct Debit Order before it is carried out, no later than the end of the Working Day preceding the due date and before the cut-off time set by Swan;
- (ii) cancel a mandate and withdraw acceptance of any Direct Debit Order relating to such mandate no later than the end of the Working Day preceding the due date and before the cut-off time set by Swan. It will only apply to Direct Debit Payment Orders linked to this mandate that have not yet been sent to the creditor's payment service provider.

This cancellation must be submitted to:

- (i) the creditor, by post or, where applicable, following the creditor's own procedure. Subject to the point in time of irrevocability referred to above, any subsequent Direct Debit Transaction linked to the cancelled mandate is deemed to be unauthorised; and
- (ii) Swan customer services by writing to the following address: support@Swan.io or via the Swan Interface.

An End Customer acting in a non-professional capacity may ask Swan to refund a SEPA Direct Debit Order within eight (8) weeks of the debit being made from the Swan Account or, in the event of unauthorised Payment Orders, within thirteen (13) months, with Swan automatically reversing

the amount debited from the End Customer's Swan Account, without prejudice to the findings of any investigation. Partial refunds are not permitted.

An End Customer acting in a professional capacity may ask Swan to refund a SEPA Direct Debit Order in euros within seven (7) Working Days of the debit being made from the Swan Account or, in the event of unauthorised Payment Orders, within one (1) month, with Swan automatically reversing the amount payment by debited from the End Customer's Swan Account, without prejudice to the findings of any investigation. Partial refunds are not permitted.

23.2. Funding the Account by SEPA Direct Debit

If the End Customer wishes to add funds to their Swan Account by direct debit, they expressly authorise Swan to receive SEPA Direct Debit Payment Transactions into their Swan Account from a bank account held in their own name with an institution located in the SEPA zone.

The End Customer is responsible for ensuring the accuracy of the mandate and the information provided. The mandate must specify the numbers of the accounts to be debited and credited, the identity of the account holders of the accounts to be debited and credited, the postal address of the creditor, the details of the bank where the account to be debited is held, the date of signature of the mandate and the mandate reference.

Swan will receive the funds in the name and on behalf of the End Customer and will credit their Swan Account immediately after receiving the funds from the End Customer's other institution.

The End Customer will then receive a summary of the successful Transaction. It is their responsibility to inform Swan as soon as possible if such funds have been received in error.

The End Customer may decide at any time to cancel the SEPA mandate by contacting Swan at the following address: support@Swan.io or via the Swan interface. The mandate will be cancelled within three (3) Working Days of the date of receipt by Swan. Direct debit Orders processed prior to the effective cancellation date of the mandate will not be affected by the cancellation and will be carried out in full.

Swan may at any time limit the End Customer's ability to fund their Swan Account by SEPA Direct Debit in excess of a certain amount for a specified period of time. Moreover, when the End Customer funds their account by SEPA Direct Debit, Swan may block all or part of the credited funds for a period of three to five interbank working days.

23.3. Initiating SEPA Direct Debit Merchant Orders

Subject to Swan's approval of their eligibility for this option, End Customers acting in a professional capacity may expressly authorise Swan to receive SEPA Direct Debit Merchant

Payment Transactions in euros into their Swan Account from a bank account held in the name of one of their clients with an institution located in the SEPA zone.

The End Customer must first provide information relating to its professional activities in the relevant section of the Swan Interface. Swan will then check the End Customer's eligibility to receive SEPA Direct Debits for Merchants. Swan reserves the right to apply ceilings at any time to the value of SEPA Direct Debit Merchant Payment Transactions that may be initiated to the End Customer's Swan Account.

A mandate authorising a one-off or recurring SEPA direct debit must be completed by the account holder of the account to be debited, specifying the numbers of the accounts to be debited and credited, the identity of the account holders of the accounts to be debited and credited, the postal address of the creditor, the details of the bank where the account to be debited is held, the date of signature of the mandate and the mandate reference. The End Customer is responsible for ensuring the accuracy of the mandate.

The beneficiary account is credited on D+1 after receiving the funds from the End Customer, the payer of the Payment Transaction.

The End Customer will then receive a payment summary (including information about the transaction - amount, identity of the beneficiary and the account, identity of the payer and the account debited, time and date of completion). It is their responsibility to inform Swan as soon as possible if such funds have been received in error.

The End Customer may only refund the sums debited if the refund is linked to the transaction covered by the mandate, and is made after such sums have been received in their Swan Account, and in no case for an amount greater than the sums initially debited.

Where the End Customer is receiving SEPA direct debits, they agree that Swan may limit its exposure to financial risk by preventing the balance on the End Customer's Swan Account from falling below a certain amount. This amount is decided at Swan's discretion based on the risks specific to the End Customer's transactions and their circumstances (business sector, value and frequency of transactions, etc.). To limit such risk, the End Customer may also agree to provide additional security, subject to Swan's written acceptance.

Swan reserves the right to suspend SEPA Direct Debit payments to the End Customer's Swan Account at any time should it consider such suspension to be necessary (for example, but not limited to, in the event of excessive or excessively early refunds or any other suspicious activity relating to the End Customer's Swan Account).

Swan is not party to any civil or commercial dispute that may arise between the End Customer and their own customer who is the holder of the account to be debited.

23.4. Initiating Internal Direct Debit Orders

Subject to Swan's approval of their eligibility for this option, End Customers may expressly authorise Swan to receive Payment Transactions into their Swan Account that are initiated by them, and which come from other accounts held with Swan. Such transactions between different accounts held with Swan by the End Customer may be exempt from the requirement for strong authentication.

Eligibility for this service is subject to the End Customer signing an express, independent direct debit mandate. This mandate authorising the internal direct debit must be completed by the account holder of the account to be debited, specifying the numbers of the accounts to be debited and credited, the identity of the account holders of the accounts to be debited and credited, the postal address of the creditor, the date of signature of the mandate and the mandate reference. The End Customer is responsible for ensuring the accuracy of the mandate. The mandate must be signed by the representative of the End Customer, or any person duly authorised to represent the End Customer. Swan reserves the right to carry out additional checks to verify the identity and authorisation of the person acting on behalf of the End Customer.

Swan will credit the End Customer creditor's Swan Account on D+1 after the Payment Transaction is processed.

The End Customer creditor will then receive a payment summary. It is their responsibility to inform Swan as soon as possible if such funds have been received in error.

Where the End Customer is receiving internal direct debits, they agree that Swan may limit its exposure to financial risk by preventing the balance on the End Customer's Swan Account from falling below a certain amount. This amount is decided at Swan's discretion based on the risks specific to the End Customer's transactions and their circumstances (business sector, value and frequency of transactions, etc.). To limit such risk, if necessary, the End Customer may also agree to provide additional security, subject to Swan's written acceptance.

Swan reserves the right to suspend internal Direct Debit payments to the End Customer's Swan Account at any time should it consider such suspension to be necessary (for example, but not limited to, in the event of excessive or excessively early refunds or any other suspicious activity relating to the End Customer's Swan Account).

Swan is not party to any civil or commercial dispute that may arise between the End Customer and their debtor who is the holder of the account to be debited.

23.5. Receiving Internal Direct Debit Orders

Where the End Customer has authorised a creditor, who also holds an account with Swan, to initiate a direct debit transaction and Swan to debit their Swan Account, they authorise Swan to

accept the direct debit mandate on their behalf.

The creditor must hold a Swan Account.

Swan will present the Direct Debit Payment Order to the End Customer debtor no later than one (1) Working Day prior to the planned transaction date. The value date of the Payment Transaction in question cannot be earlier than the day on which the amount is debited from the End Customer's Swan Account.

The End Customer may refuse an internal direct debit without providing any reason, no later than the planned transaction date and time.

After such date, the End Customer has a period of eight (8) weeks to request a refund of an Internal Direct Debit only if they are a natural person acting in a non-professional capacity; refunds are not possible for persons acting in a professional capacity pursuant to Article L. 133-2 of the CMF.

An End Customer acting in a non-professional capacity may ask Swan to refund a Payment Order within thirteen (13) months, in the event of unauthorised Orders, (13) months, with Swan automatically reversing the amount Payment debited from the End Customer's Swan Account, without prejudice to the findings of any investigation. Partial refunds are not permitted.

Internal direct debits are cancelled by the End Customer contacting the creditor, by post or, where applicable, following the creditor's own procedure. Subject to the point in time of irrevocability referred to above, any subsequent Direct Debit Payment Transaction linked to the cancelled mandate is deemed to be unauthorised; and the cancellation or blocking request must be sent to Swan customer services by writing to the following address: support@Swan.io or via the Swan Interface.

24. Capital deposit

24.1. The Service

SWAN supports the End Customer with its share capital deposit procedures. This procedure involves inviting shareholders in a company being formed to pay the amount of the shares held by each of the company's partners (the "**Contributions**") into a dedicated Swan Account.

Once all shareholders have paid the full amount of their contribution (the "**payment of the shares**") into a Payment Account and have provided all the documents required by SWAN, the funds generated by payment of the shares are transferred to the account of Swan's partner Solicitor held with the Caisse des dépôts et consignations. This transfer is carried out by Swan as an authorised agent of the company being formed, in accordance with the mandate granted by the End Customer.

The partner solicitor will then issue a certificate of capital deposit. Swan is responsible for sending this certificate to the End Customer. The End Customer will need this certificate in order to proceed with the company registration.

Once the End Customer has the certificate of capital deposit, it is their responsibility to take the necessary action at the relevant commercial court registry to register the company under formation.

Once the company has been registered, the End Customer must send Swan the relevant supporting documents, in particular the Kbis summary (French official company document). Swan is responsible for forwarding the documentation to the solicitor and requesting the transfer of the amount of paid-up share capital to a Swan Account in the name of the End Customer.

The End Customer can then access their Swan Account and carry out the transactions described in the General Terms and Conditions of Use to which these General Terms and Conditions of Service are in Appendix.

Swan reserves the right to refuse to provide the End Customer with these Services in the event that Fraud or any other illegal activity is suspected or create a particular risk.

24.2. Provision of documents by the End Customer

To receive a certificate of capital deposit, the End Customer must provide certain information and documents relating to the company being formed and the shareholders. Such documents may include the following:

- (i) Proof of the company's address;
- (ii) Signed draft Articles of Association;
- (iii) Proof of address of the Legal Representative dated within the last three months;
- (iv) Official identity document for the Legal Representative;
- (v) Proof of address of each shareholder dated within the last three months; and
- (vi) Official identity document for each shareholder.

Where the shareholder is a legal entity, this may include the following documents (i) Proof of registration of the legal entity in an official register, dated within the last three months and (ii) Official identity document for the Legal Representative.

Swan reserves the right to ask the End Customer for any other documentation in order to comply with its regulatory obligations regarding Know Your Customer and Fraud prevention.

24.3. Appendix of Financial Conditions

The capital deposit services set out in this Appendix and provided by Swan are free of charge for the End Customer.

25. Checks

25.1. Condition regarding the Service

25.1.1. Condition regarding Swan's offer

The End Customer only benefits from the Service of Checks if it is part of the offer proposed by Swan.

Swan cannot be held liable in any way if the Service of Checks is not included in the offer proposed by Swan to the End Customer, whether directly or through a partner.

25.1.2. Conditions regarding the End Customer

The End Customer must be :

- (i) a legal entity in the process of being registered, and
- (ii) domiciled in France or another State of the European Union.

To benefit from the Service of Checks, Swan must have validated the End Customer's merchant status.

Swan reserves the right to refuse to provide the End Customer with these Service, without having to justify its decision, in particular and without this being restrictive, if their provision lead to a breach of legal or regulatory provisions or create a particular risk.

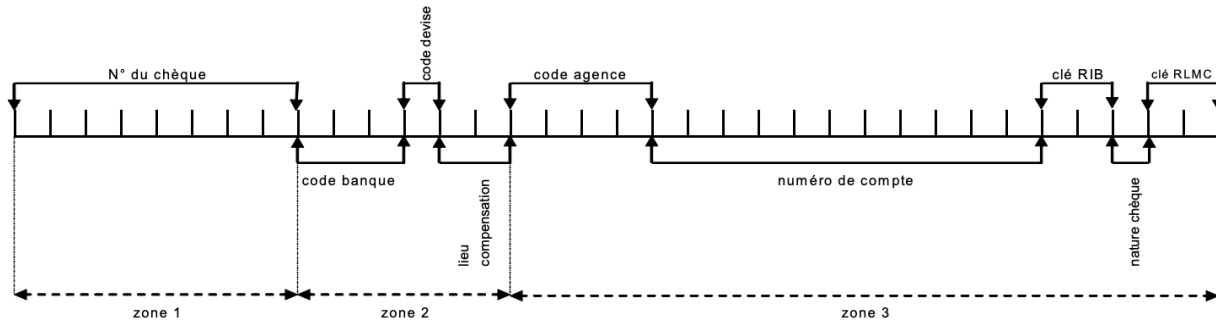
25.2. Service Operation

25.2.1. Checks deposit

The End Customer may send checks to SWAN to be credited to its Swan Account.

The End Customer must complete the digital check remittance slip in their Interface by selecting the beneficiary payment account and indicating in particular:

- (i) the amount, and
- (ii) the following zone 1, 2 and 3 check identification numbers:



The End Customer must send the signed check(s) with the relevant payment account number on the back within thirty (30) days of the deposit of the application form to the following address:

**SWAN
TSA 46666
35917 RENNES CEDEX 9**

After this period of thirty (30) days, the digital slip is cancelled.

The Final Customer is required to keep a copy of the checks that have been cashed. This copy may be requested by SWAN, at any time, in the event of loss of the original.

25.2.2. Processing times

Checks will be credited to the beneficiary payment account selected for collection within two (2) working days to ten (10) working days of receipt by Swan.

25.3. Check acceptance conditions

25.3.1. General conditions

To be accepted, checks must meet the following conditions:

- (i) the check must be made payable to the End Customer and must refer solely to its company name or commercial name,
- (ii) the check is issued by a French credit institution and denominated in euros,
- (iii) the amounts in figures and words agree,
- (iv) the presence of the signature, place and date of issue of the check,
- (v) the absence of overprinting, scratching, erasure or any other indication that could suggest falsification (including, but not limited to, unusual colour, abnormal thickness, etc.).

25.3.2. FNCI consultation Conditions

In order to prevent the cashing of fraudulent checks, whether they have been stolen or stopped, Swan, via a duly authorised service provider, checks with the *Banque de France* so that the Customer can ensure that the check is valid.

To do this, the service provider consults the FNCI (*Fichier National des Chèques Irréguliers*), a register containing information on stolen checks and those against which a stop payment has been made, made available to depositors by the *Banque de France*.

25.4. Mandate

25.4.1. Mandate principle

Swan does not have direct access to the FNCI but goes through a third party authorised by the *Banque de France* who acts on behalf of the End Customers. To do this, the End Customer must give its consent to its control partner, Tessi Technologies, to allow it to access the FNCI and check the validity of the checks.

Acceptance of the mandate is effective by accepting the T&Cs presented here.

The End Customer may suspend this mandate at any time by sending an e-mail to the following address: support@swan.io.

The suspension of this mandate trains the suspension of any access to the Service of Checks deposit, in accordance with the provisions of the French Civil Code.

25.4.2. Our provider mandate

The End Customer grants Tessi Technologies the right to access on its behalf, or on behalf of the company it represents, the *Fichier National des Chèques Irréguliers* (FNCI) by virtue of a contract between the *Banque de France* and Tessi Technologies.

The End Customer also acknowledges that he/she has read and accepted the General Terms and Conditions of Subscription to the Vérifiance of Tessi Technologies - FNCI - *Banque de France* service (as per “**CGA Vérifiance**” – <https://www.verifiance-fnci.fr/content/dam/verifiance-fnci-fr/documents/CGA-2023.pdf>) and the rules of use of the Vérifiance service (link of the rules of use to be added), which may be updated by the Banque de France.

This mandate is established under the conditions of duration set out in the article "Duration of the Subscription Contract" of the **CGA Vérifiance**", <https://www.verifiance-fnci.fr/content/dam/verifiance-fnci-fr/documents/CGA-2023.pdf>). The mandate will terminate in accordance with the provisions of the French Civil Code. In the absence of notification of its refusal or an e-mail sent to Swan by the End Customer within this period, the latter is deemed to have accepted the Mandate.

25.5. The result of the check verification

The results of the FNCI consultation are displayed in the End Customer's Interface.

They can be of two types:

(i) **Positive result:** This means that the check has not been found in the FNCI list, reducing the risk that it is fraudulent. In this case, Swan will confirm that the check has been deposited.

(ii) **Negative result:** This means that the check has been flagged in the FNCI list, indicating a risk of fraud. In this situation, Swan will refuse to deposit the check.

25.6. Rolling Reserve

Swan reserves the right to make 100% of the funds in the Check available on the Payment Account following actual payment of the Check within a period not exceeding ten (10) days of receipt of the Check by Swan.

25.7. Collection refusal

Swan reserves the right to refuse to remit a check without having to justify its decision, in particular and without this being restrictive, if its execution leads to a breach of legal or regulatory provisions.

If a check is not cashed, the End Customer will be informed directly by the provider.

25.8. Disputes or unpaid checks ("**Checks Incidents**")

In the event of a dispute or an unpaid amount due to the cashing of a check that has returned unpaid, the End Customer expressly accepts that SWAN reverses the amount of the check debited from the Payment Account.

26. Payment Acquiring

26.1. Definition

Acquirer	Means a third-party to Swan, acting as a payments institution that processes Payment Transactions on behalf of Merchants by routing Transactions to and from the Scheme Owners or Issuing Banks and settling to Merchants.
Card Data	Means card information such as card number, expiry date and CVV.
Chargeback	Means an event occurring when a disputed transaction initiated by a customer through their Issuing Bank or financial institution, resulting in the reversal of funds initially transferred to the Merchant.
Chargeback Fee	Means a fee charged to the Merchant to compensate for a Chargeback.
Declined Lines of Business Policy	Has the meaning set forth in Article 26.4.1.
Deposit	A sum of money held by Swan, withheld by Swan from funds to be settled to the Merchant and/or separately deposited with Swan by the Merchant on Swan's request as security for Chargebacks and fees due to Swan.
Illegitimate Transaction	Has the meaning set forth in Article 26.5.2.
Issuer or Issuing Bank	Means the institution that issues Payment Method to the Payer and whose name appears on the Card Data or bank account statement as the issuer or who enters into a contractual relationship with the Payer with respect to the Payment Method.
KYC Information	Has the meaning set forth in Article 26.3.1.

Owner	Means the party offering and/or regulating the relevant Payment Method.
Payer	An individual or legal entity who purchases a product or service from a merchant and initiates a transaction processed by Swan.
Payment Acquiring	Has the meaning set forth in Article 26.2.
Payment Transaction	Means the exchange of funds between a customer and a merchant in exchange for goods or services. It encompasses the entire process of initiating, authorizing, capturing, and settling a payment for a purchase made by the customer.
Payment Method	Means any form or mechanism by which a Payer initiates a Payment Transaction to fulfil an obligation for goods or services provided by a Merchant.
Payment Interface	Has the meaning set forth in Article 26.6.
Merchant	Means the company entering into this Agreement with Swan and for whom Swan processes Merchant Services.
Merchant Business	Has the meaning set forth in Article 23.4.2.
Merchant Services	Has the meaning set forth in Article 26.2.
Refund	Means the reversal of a previously completed Payment Transaction, resulting in the return of funds from the Merchant to the customer.
Reserve	Has the meaning set forth in Article 26.9.
Schemes Rules	Means the entirety of regulations, guidelines, operating protocols, requirements, procedures, and any exemptions established by the Scheme Owners, constitute the Scheme Owners Rules that the Merchant commits to adhere to upon

enabling or utilizing a Payment Method. Should any third party (e.g., third-party Acquirer or technical service provider) be involved in conjunction with a Payment Method, any supplementary or differing regulations set forth by such third party will be deemed integral to the Scheme Owners Rules for that Payment Method. Scheme Owners Rules are subject to occasional modifications or supplements by either Scheme Owners or third parties.

Settlement

Means the final phase of a Payment Transaction process facilitated by Swan, wherein all funds managed are definitively transferred and processed for the Merchant, deducting incurred costs such as refunds, Chargebacks, Chargeback Fees, Transaction Fees, and amounts necessary to maintain the Deposit at its current level.

Swan's Provider

Means Checkout SAS, the provider enabling Swan to accept and manage payments. Checkout SAS is duly registered under the laws of France under number 841 033 970, having its registered address at 20 bis rue, La Fayette, 75009 Paris, France that enables Swan.

Transaction Fees

The fees the Merchant has to pay to Swan every time Swan processes a Payment Transaction has referred to in Article 26.16.

26.2. Purpose

Swan proposes to process Payment Transactions at Merchant's request (hereinafter the "**Payment Acquiring**"). Payment Acquiring services include:

- (i) Routing services : routing transaction messages on behalf of Merchant to supported Owners or Acquirers;
- (ii) Acquiring services : accepting transactions from Merchants, routing them to relevant parties and settling the funds accordingly;
- (iii) Reconciliation services :
 - a. matching processed Payment Transactions with settlements received from relevant parties and
 - b. managing services disputes (ie. Chargeback or Refund) on behalf of the Merchant.

(Hereinafter the "**Merchant Services**")

The Merchant Services allow the Merchant to use the Scheme Owners' networks and services for the Merchant's benefit.

26.3. Eligibility of the Merchant Services

26.3.1. Validation of Merchant Status

To access the Merchant Services, an active Swan Account is required. If the Swan Account of a Merchant becomes inactive or closed, access to the Merchant Services will be suspended or ceased.

In order to respect all relevant Applicable Law, Scheme Owners Rules and/or Acquirer policy and requirements, the Merchant must provide information (i) about itself as defined in the Article 19.1.4 of the T&Cs and (ii) its activities as defined in the Article 26.3.3, (hereinafter the "**KYC information**") and thereafter upon Swan's request. The Merchant warrants unconditionally that all KYC information provided is correct and up to date.

Swan reserves the right to decline providing Merchant Services without explanation, particularly if such provision would violate legal or regulatory requirements or pose specific risks.

Swan will periodically review all KYC Information and determine the activation or deactivation of the Merchant profile and services.

When using specific Payment Methods, Swan may need to share relevant information received from or about Merchants with Scheme Owners Rules responsible for these methods or Acquirers. This sharing may occur during the Merchant profile validation process or while actively using the Merchant Services, which each Merchant agrees to accept.

26.3.2. Notification of any change regarding Merchant KYC

The Merchant will notify Swan immediately of any changes regarding its KYC Information and promptly provide any additional information and supporting documentation required by Swan.

The Merchant understands that Swan may conduct any further checks regarding in particular Merchant's identity, creditworthiness and background by contacting and consulting relevant registries, KYC providers, telecom providers and/or governmental authorities.

26.4. Authorized businesses

26.4.1. Principle

The Merchant may not use Merchant's Services to facilitate the payment for products or services sold by third parties or resell the Merchant Services to third parties, unless it has been previously approved by Swan in writing.

The Merchant undertakes to not use Merchant Services to enable the Merchant or any other person to benefit from any Restricted Businesses.

The Merchant is prohibited from utilizing Merchant Services for the payment of products or services that are prohibited or restricted under the Use Policy (which encompasses the "**Declined Lines of Business Policy**" detailed by Swan's Provider at <https://www.checkout.com/legal/terms-and-policies> or as communicated by Swan's Provider periodically).

26.4.2. Notification of any change regarding Merchant Business

It is understood that the Merchant's status has been validated by Swan based on the list of activities provided at the time of account activation and approved as part of the onboarding process (hereinafter the "**Merchant Business**"). The Merchant must notify Swan of any changes one month before they take effect.

Swan retains the right to suspend or terminate the Merchant's status or access to Merchant Services under the following circumstances: (i) failure by the Merchant to notify Swan of this change, or (ii) if this change alters Swan's risk exposure assessments.

26.4.3. Notification of any change regarding Declined lines of Businesses policy

Where a published change in the Declined lines of Business Policy affects a material portion of the Merchant Business, Merchant may terminate the Agreement by providing one (1) month written notice to Swan with reasonable substantiation of such material impact. If allowed under Applicable Law, the Merchant must inform Swan immediately of any pending investigation, penalty, enforcement, warrant, or other claim by a competent authority alleging the possible illegality of the Merchant products and services.

26.5. Transaction rules

Merchant acknowledges and agrees that Scheme Owners and/or Swan might suspend their offering to Merchant, cancel certain Payment Methods, change the characteristics thereof and/or change transaction rules.

26.5.1. Supported Currencies and Payment Methods

Swan will support the Payment Methods specified on Swan's documentation. Swan reserves the right, at its discretion, to withdraw support for a Payment Method or to make continued support contingent upon Merchant's acceptance of additional conditions or fees. This may occur if any of the following conditions arise:

- (i) materially different terms are imposed by the relevant Scheme Owner or third-party Acquirer;

- (ii) there is material malperformance by the relevant Scheme Owner or Acquirer, or reasonable grounds for Swan to anticipate such malperformance;
- (iii) there are reasonable grounds to doubt the creditworthiness of the Scheme Owner or Acquirer;
- (iv) there are materially increased costs or other burdens for Swan to offer or maintain the Payment Method; or
- (v) any change in Applicable Law affects the conditions applicable to the Payment Method and/or any required currency conversion.

Whenever feasible, Swan will use commercially reasonable efforts to notify Merchant in advance of any such changes or cancellations of specified Payment Methods. In the event of such occurrences, Swan will, upon Merchant's request, reasonably assist in identifying alternative Payment Methods or in Merchant's efforts to regain approval from the relevant Scheme Owner or Acquirer.

26.5.2. Illegitimate Transaction

The Merchant is responsible for its relationship with its customers especially for the nature and quality of the products or services the Merchant provides, their delivery, support, refunds, returns, disputes, and chargebacks.

As a Merchant, the Merchant Services cannot be used for any Illegitimate Transactions. This includes transactions that are inaccurate, incomplete, unauthorized by the customer, against the law, suspicious, fraudulent, or not related to Merchant's business as described. It also covers transactions that aren't legitimate commercial deals for goods or services without any legal claims or issues (hereinafter "**Illegitimate Transactions**").

It's the Merchant responsibility to identify and prevent any Illegitimate Transactions and monitor Payment Transactions to ensure they're legitimate.

Nonetheless, Swan reserves the right to decline any Payment Transaction at any time if data collected by Swan reveals that the Payment Transaction would increase fraud's risk exposure assessments.

26.6. Payment Interface

It is understood that Swan reserves the right to enforce all specific authentication measures including but limited to 3D Secure during payment processing. These measures may be applied at any moment and at Swan's sole discretion to enhance security and reduce the risk of fraudulent transactions.

The Merchant will leverage an electronic interface to furnish payment details for Payment Transactions (hereinafter the "**Payment Interface**").

All Payment Transactions will be routed to Swan for processing via the Payment Interface.

26.7. Payment Processing

26.7.1. Information regarding Payment Transaction

26.7.1.1. *Provision of information*

The Merchant agrees to provide any and all payment details requested by Swan as part of the Transaction, including those required for fraud verifications and/or compliance with Applicable Law.

Failure to submit necessary data with a Transaction may result in processing delays. Persistent failure to provide required data, despite requests from Swan, may lead to termination of the Merchant.

The Merchant understands that Swan will need to share some information with Card Schemes to process Merchant Services. Every Merchant consent to this information sharing.

This information includes:

- (i) Merchant financial status,
- (ii) products and/or services,
- (iii) processing arrangements,
- (iv) shareholders (and ultimate beneficial owners),
- (v) registered office address,
- (vi) proof of solvency and liquidity, and
- (vii) any and all regulatory licenses and registrations required to sell products and/or services.

26.7.1.2. *Record of transactions*

The Merchant is required to retain copies of all electronic and other records pertaining to the Transaction and the ordering and delivery of Merchant products and services for a minimum of eighteen (18) months following the processing of the Transaction, or for the duration of the applicable warranty period for the delivered Merchant products and services, or for the period stipulated by the relevant Applicable Law and Scheme Owners Rules, whichever is longer.

26.8. Settlement

Swan will process the Settlement of funds corresponding to processed Payment Transactions upon satisfying the following conditions:

- (i) the funds have been settled to Swan by the relevant Issuing Bank, Acquirer, and/or Scheme Owner, and any pending Chargebacks have been resolved, and
- (ii) the Merchant's Reserve meets the stipulated reserve level.

26.9. Reserve

In order to manage the risk of processing transactions, Swan may establish a reserve account, which will hold funds up to a fixed amount or a percentage of the daily transactions processed by Swan for each Merchant (hereinafter the “**Reserve**”).

Swan will deduct funds from amounts owed to the Merchant to ensure that the Reserve account maintains sufficient funds.

The amount, rate, rolling period, and/or retention period of this Reserve are based on Swan’s risk assessment and separately notified to each Merchant in writing. This Reserve may be adjusted by Swan at any time and at its discretion based on its risk assessment.

Swan’s Reserve level is determined based on factors such as transaction volumes, business types/industries or Refund and Chargeback rates, potential fines, and other relevant liabilities, with adjustments made periodically to align with risk exposure estimates. Parameters and calculations for establishing the reserve level are available upon request.

26.10. Chargeback

The Merchant acknowledges and agrees that Swan may deduct the same amount from the next Settlement amounts received from Scheme Owners for Merchant, or where such amounts are insufficient, from the Reserve.

If Chargeback levels are above risk assessment levels acceptable for Swan or the relevant Scheme Owner for a specific Payment Method, or are expected to become above unacceptable levels, Swan reserves the right to take immediate corrective action to that can include notably reduce such Chargeback levels or suspending processing for the relevant Payment Method.

For every Chargeback, a non-refundable Chargeback Fee will be charged to the Merchant as detailed in Appendix 1 – Financial Terms.

26.11. Refund

The Refund request will be submitted by the Merchant.

If the relevant sum of funds for the Refund cannot be subtracted from the next Settlement, Swan will execute the Refund. The Refund will be processed on the same Payment Method used for the original transaction.

26.12. Request or Complaints

The Merchant agrees to transmit to Swan any requests or complaints regarding an ongoing Payment Transaction without undue delay (these requests or complaints must be raised within one (1) month of the Payment Transaction’s execution. In case the Merchant has not complained within that period, all his rights and claims for whatever reason shall cease.

The Parties will convene and make every effort to collaboratively find a resolution or provide an answer.

Should any request or inquiry persist without resolution, Swan reserves the right to suspend or terminate access to the Merchant Services.

The Merchant is not authorized to suspend payment obligations due to complaints.

26.13. Merchant commitments

26.13.1. General responsibility

Every Merchant is required to adhere to the rules outlined by the Card Schemes. Specifically, they must comply with the applicable rules set by the card schemes. Any violation of these rules will be regarded as a breach of Swan's T&Cs.

Merchant acknowledges that by enabling a Payment Method on the Swan platform, it directly accepts the Scheme Owners Rules issued by the respective Scheme Owner as a prerequisite for utilizing the Payment Method.

These Scheme Owners Rules may be enforced against the Merchant through Swan or directly by the Scheme Owners themselves. The Merchant recognizes its obligation to review and adhere to the Scheme Owners Rules provided by Swan upon request and/or through the Swan customer a rea.

Swan does not exert influence or control over Scheme Owners Rules or Merchant acceptance policies, which are subject to change at the discretion of Scheme Owners or Acquirers. However, Swan will endeavor to assist the Merchant in obtaining acceptance by the relevant Scheme Owners and Acquirers through commercially reasonable efforts.

26.13.2. Integration Responsibility

The Merchant is responsible for setting up, installing, servicing, maintaining, securing, and operating the necessary equipment and software to link with the Payment Interface and send transactions to Swan for processing. It is the Merchant's responsibility to ensure the proper implementation and utilization of the Merchant Services within their own systems as per Swan's Documentation.

Swan is not required to notify the Merchant of technical changes and related Payment Interface unless such changes affect the Merchant's use of the Merchant Services.

26.14. Use of name

Merchant agrees that its name and standard logo (as published by Merchant) may be used by Swan to refer to the Merchant as a customer of Swan on Swan's website, sales materials, and in other publications. Swan will be entitled to use the same freely in its commercial materials. Any

other use of the Merchant's name, logo, or information will only occur with the Merchant's prior written approval, which the Merchant may withhold at its discretion.

For the avoidance of doubt, the Merchant may not use the logo of Swan anywhere on the Merchant's website or create and/or distribute any advertising, promotion, marketing, or similar materials referencing Swan or the Merchant Services without prior express written approval from Swan, which Swan may refuse or withdraw at its discretion.

If the Merchant breaches those Guidelines, we reserve the right to restrict or remove the Merchant's ability to use Swan's Marks at any time and/or terminate some or all of the Merchant Services.

26.15. Security commitments of the Parties

Swan adheres to the necessary PCI DSS certification standards for processing transactions and providing its Merchant Services. When Swan handles cardholder data as part of its Merchant Services, it ensures the security of such data according to PCI DSS requirements set by Scheme Owners. This responsibility starts when Swan first receives the cardholder data and continues as long as Swan stores, processes, or transmits the Card Data.

The Merchant is also responsible for complying with PCI DSS requirements regarding its handling of cardholder data and use of the Payment Links. If the Merchant directly or indirectly handles PCI DSS-protected Card Data, it must obtain and, upon Swan's request, provide adequate PCI DSS certification.

Swan may periodically verify or ensure the Merchant's PCI DSS compliance, such as by requesting the completion of self-assessment questionnaires prescribed by Scheme Owners. If the Merchant no longer complies with PCI DSS requirements, it must promptly notify Swan. Failure to comply may lead to Swan suspending Merchant Services until compliance is met.

The Merchant agrees not to copy, capture, or intercept any restricted payment details entered on the Payment Interface unless it has the appropriate PCI DSS certification. This rule, enforced by Scheme Owners against misuse of their payment details. Violating this rule may result in significant fines imposed by Scheme Owners. If Swan suspects such a violation, it may immediately suspend access to Merchant Services.

26.16. Financial Terms

The Merchant Services provided by Swan are charged as in the Appendix 1 – Financial Terms.

It is understood that Payment Methods may be priced by Swan in accordance with Blended Model as detailed in Appendix 1 – Financial Terms.

The Merchant acknowledges that Swan's pricing for these methods is based on its current cost structure, including Scheme Owner and/or Acquirer expenses, Merchant-provided transaction patterns, and potential currency conversion costs.

Swan reserves the right to proportionally adjust the Blended Fee should its cost structure significantly change due to external factors or if the Merchant's Transaction patterns differ from those provided. Adjustments will be communicated to the Merchant with reasonable justification. Swan cannot adjust the Blended Fee for changes in its internal cost structure. Under this model, any charges or fees from relevant Scheme Owners, Issuers, and/or Acquirers are collected by Swan on behalf of these third parties.

Appendix 1: Financial Conditions

Services	Fees	Exigibility
Adding funds to the account by bank Card	0.7% of the amount deposited + €0.12 ex VAT	N/A
Calls to Customer Service	cost of a local call, subject to operator charges	N/A
Cash withdrawals from cash machines (ATMs) not denominated and carried out in euros	2% of the amount withdrawn	Immediate
SEPA Creditor Identifier request	€80 ex VAT	Immediate
Handling legal or administrative garnishments, third party debt orders	An amount equivalent to 10% of the third-party notice, up to a limit of €100 per file	14 days after the disclosure of the charges on the account
Preparation of a circularization letter for a legal entity holder	€45 ex VAT	Immediate
Payment for goods and services in stores or remotely not denominated and carried out in euros	2% of the amount paid	Immediate
Chargeback on an online card payment	€20 ex VAT	Immediate
Receive an online payment made with a commercial card issued within the European Economic Area	€0.25 + 2.5% ex VAT	Immediate

Receive an online payment made with a consumer card issued within the European Economic Area	€0.25 + 1.2% ex VAT	Immediate
Receive an online payment made with a consumer or commercial card issued outside of the European Economic Area	€0.25 + 2.9% ex VAT	Immediate
Incoming Instant SEPA Credit Transfer	€0.15 ex VAT per transaction	Immediate
Preparation of a letter certifying the existence of an account with Swan	€20 ex VAT	Immediate
Incoming SEPA Credit Transfer	€0.15 ex VAT per transaction	Immediate
Outgoing SEPA Credit Transfer	€0.15 ex VAT per transaction	Immediate
Check deposit	€2.5 ex VAT per check	Immediate
Incoming SEPA Direct Debit	€0.15 ex VAT per transaction	Immediate
Outgoing Instant SEPA Credit Transfer	€0.15 ex VAT per transaction	Immediate
Improper use of the account (attempted or actual actions that are against the law or contrary to this Account Agreement)	€150 ex VAT	Immediate
Handling fees for management of an unauthorised overdraft	€8 per operation, up to a maximum of €80 per month	14 days after the disclosure of the charges on the account

Cash withdrawals from cash machines (ATMs) denominated and carried out in euros	€1	Immediate
Check rejected or returned	€25 per incident	14 days after the disclosure of the charges on the account
Fee for rejection of an outgoing direct debit due to an insufficient balance	The amount of the rejected debit, up to a maximum of €10	14 days after the disclosure of the charges on the account

Standard charges for foreign currency transfers

Currency Group*	Incoming Transfer Amount	Outgoing Transfer Amount	Exigibility
Group 1	€5 (+ 0.6%)	€5 + 0.6%	Immediate
Group 2	€5 (+ 1%)	€5 + 1%	Immediate
Group 3	€5 (+ 2%)	€5 + 2%	Immediate
Group 4	€5 (+ 5%)	€5 + 5%	Immediate

Exceptional charges for foreign currency transfers

For incoming transfers	the commission % only applies if the incoming transfer has not already been converted into EUR.	Immediate
For outgoing transfers	<p>Outgoing transactions via SWIFT will be charged €10 (+ 0.6%) in the following cases:</p> <ul style="list-style-type: none"> - USD sent to a country other than the USA, - GBP sent to a country other than the United Kingdom, - EUR sent to a country outside of the SEPA zone. <p>The commission % only applies for transfers not denominated and executed in EUR.</p>	Immediate

*Currency groups can be consulted here <https://www.swan.io/fx-currencies>

SEPA Direct Debit Merchant Fees

Services	Core	B2B	Exigibility
If the transaction is up to €200	€0.3/transaction + 1% of the transaction amount ex VAT	€0.3/transaction + 1% of the transaction amount ex VAT	Immediate
If the transaction is over €200	€2/transaction + 0.3% of the transaction amount ex VAT	€2/transaction + 0.3% of the transaction amount ex VAT	Immediate
Fees for returned SEPA Direct Debit Merchant	€10 ex VAT per returned SEPA Direct Debit Merchant after account credit, up to the amount returned	N/A	Immediate