# **NICKEL - GENERAL TERMS AND CONDITIONS**

Version applicable as from January 8, 2025



## **NICKEL - GENERAL TERMS AND CONDITIONS**

The NICKEL account is a service provided by Financière des Paiements Électroniques ("**FPE**"), a simplified joint-stock company with a capital of 770,440 euros, registered with the Créteil Trade and Companies Register under number 753 886 092, whose registered office is located at 1 place des Marseillais 94220 Charenton-le-Pont, represented by its President.

FPE is an authorised payment institution under number 16598 R and is subject to the supervision of the Autorité de Contrôle Prudentiel et de Résolution (ACPR: 4 Place de Budapest. CS 9245 75436 PARIS CEDEX 09).

The NICKEL account is a payment account, without authorised overdraft, which allows you to deposit and withdraw cash, make and receive transfers and set up direct debits. The NICKEL account includes a Mastercard<sup>®</sup> card with which it is possible to withdraw cash, make purchases in stores or online, under the conditions described below.

The Framework Payment Services Agreement (the "**Agreement**") consists of these General Terms and Conditions (including the Appendixes), and your individual application file for opening a NICKEL account.

The General Terms and Conditions describe how the NICKEL account works and our relationship, from the opening to the closing of your NICKEL account.

The Agreement is available in French and English on the Nickel website https://nickel.eu. Only the French version of the Agreement is contractual, with the English version being provided for informational purposes only. In case of doubt or differences in interpretation between the different linguistic versions of this Agreement, the French version shall prevail.

This version of the General Conditions and Terms and Tariffs is applicable from January 8, 2025.



1. THE NICKEL ACCOUNT	5
1.1. Definition of the NICKEL account	5
1.2. Opening a NICKEL account	6
1.3. The NICKEL account for minors	7
1.4. Right of withdrawal	9
2. USING YOUR NICKEL ACCOUNT	9
2.1. Accessing your NICKEL account online and on mobile	9
2.2. Your NICKEL account must never be overdrawn	11
2.3. The NICKEL account can only be used and managed by a single individual	12
2.4. Only one NICKEL account per person	12
2.5. Execution and dispute of payment transactions	13
2.5.1. Preventing fraud by safeguarding your personal data	13
2.5.2. Refusal to execute and blocking of payment transactions	14
2.5.3. Unauthorised payment transactions	14
2.5.4. Payment transactions incorrectly executed	15
2.6. Recording transactions on a NICKEL account: value date	15
2.7. Annual subscription (see also: Tariff Conditions and limits in Appendix 1)	16
2.8. Pre-authorisation by payment card	17
3. PAYING AND GETTING PAID WITH THE NICKEL ACCOUNT	
3.1. The Cards	19
3.1.1. Common provisions	19
3.1.1.1. Presentation	19
3.1.1.2. Preservation of personal security data	20
3.1.1.3. Confidential code and consent	21
3.1.1.4. Deposits and cash withdrawals	22
3.1.1.5. Payments	24
3.1.1.6. Claims	24
3.1.2. Special provisions	25
3.2. Transfers	33
3.2.1. Presentation	33
3.2.2. SEPA Credit Transfer	33
3.2.2.1. Outgoing SEPA Credit Transfer (for occasional or permanent transfer)	33
3.2.2.2. Incoming SEPA Credit Transfer	
3.2.2.3. SEPA Instant Credit Transfer	34
3.2.3. Consent and execution	
3.2.4. Disputes regarding transfers	36
3.3. Direct debit	36
3.3.1. Presentation	36
3.3.2. Consent and execution	36
3.3.3. Opposition – Termination	37



3.3.4. Disputes regarding Direct debit	37
3.4. SEPA Interbank Payment Orders	
3.4.1. Presentation	
3.4.2. Consent and execution	
3.4.3. Opposition - Termination	
3.4.4. Disputes concerning SEPA Interbank Payment Orders	
3.5. Crediting of the account by bank or payment card	
3.6. Cheque encashment	39
3.6.1. Presentation	
3.6.2. Recommendations for your attention	40
3.6.3. Cheque deposit procedure	41
3.6.4. Disposition of cheques after encashment	
3.6.5. Fees	42
4. WHAT YOU ALSO NEED TO KNOW	43
4.1. Seizure on your NICKEL account	43
4.2. Changes to the General Terms and Conditions and to your personal situation	
4.3. Payment of amounts due in instalments	44
4.6. Banking mobility	
4.7. Unavailable WEB Customer Area or NICKEL Mobile Application	
4.8. Digital wallets	47
4.9. Professional secrecy	
4.11. Anti money laundering and counter-terrorism financing & international sanctions	
4.12. Complaint handling and mediation	
APPENDIX 1	
NICKEL - TARIFF CONDITIONS AND LIMITS	
APPENDIX 2	
WITHDRAWAL FORM	57

In all the articles below, "you/your" refers to the account holder of a Nickel account or the legal representative (as defined below) of a minor aged at least 12 years old, acting so that the latter can access and use a Nickel account.



# 1. THE NICKEL ACCOUNT

# 1.1. Definition of the NICKEL account

"The NICKEL account" is:

- ★ A payment account:
  - in euros, without authorised overdraft, linked to a single payment card (the "NICKEL Card" or the "NICKEL CHROME Card" or the "MY NICKEL Card" or the "NICKEL METAL Card", hereinafter the "Card"), with systematic authorisation and immediate debit for Connected Transactions (transactions performed with a technical connection allowing the verification of the available balance of the NICKEL account) or deferred debit for Offline Transactions (transactions performed without a technical connection allowing the verification of the available balance of the NICKEL account);
  - reserved for a natural person for strictly private use, excluding any use for professional purposes;
  - o identified and recognised by an International Bank Account Number (IBAN);
  - allowing you to:
    - receive payments (e.g., income, allowances, reimbursements);
    - deposit and withdraw cash at NICKEL Points;
    - withdraw cash from Automated Teller Machines (ATMs);
    - make transfers;
    - make payments by payment card, direct debits and SEPA Interbank Payments Area (TIP SEPA).
- ★ A "WEB Customer Area": a secure service, accessible at any time on the internet via https://nickel.eu/. In this dedicated secure area, you can, **among others**, consult the transactions recorded on your NICKEL account including Offline Transactions, consult, print, and download your account statements, your annual fee statements, your IBAN, send instructions (transfers, modification of limits...), program alerts, update your personal information, obtain answers to your questions, and contact our Customer Service.



- ★ A mobile application ("NICKEL Mobile Application") usable on a smartphone equipped with a recent version of the iOS or Android operating system, downloadable from the official Apple App store or Google Play Store. The minimum OS version required is specified by the Apple App Store and Google Play Store. In this dedicated secure application, you can **among others** consult the transactions recorded on your NICKEL account including Offline Transactions, consult, print and download your account statements, your IBAN, send instructions (transfers, modification of limits...), program alerts, update your personal information, obtain answers to your questions, and contact our Customer Service.
- ★ The possibility to request information via SMS including your NICKEL account balance, the list of recent transactions including Offline Transactions, your IBAN or to be informed of an incoming transfer, an upcoming direct debit, a transaction outside of France, or carried out remotely on the Internet or by phone.
- ★ Access to "NICKEL Customer Service" by phone at 01 76 49 00 00.
- ★ Access to an opposition service by phone or via the NICKEL Mobile Application or via https:// nickel.eu in case of loss, theft, or fraudulent use of your Card and/or its data.

We do not offer any investment services or do not market any investment products of your funds.

You are fully responsible for the payment transactions that you authorise for financial investments, whether they are considered traditional investments (e.g., real estate, securities, money market instruments) or atypical investments (Forex, binary options, crypto-assets, and any alternative support such as precious metals, the art market, bitcoins, wines and spirits, or rare earths).

# 1.2. Opening a NICKEL account

To open a NICKEL account, you must:

- be an adult and legally capable;
- be at least 12 years old, be legally represented and provide the documents specified in Article 1.3;
- have a permanent address in France (metropolitan France, Guadeloupe, Martinique, French Guiana, Réunion, Mayotte). Post office boxes do not constitute a valid permanent address;



- have your tax residence(s) in a member country of the European Union or the EEA and comply with your tax obligations;
- have a personal mobile phone;
- have access to the internet with an up-to-date operating system;

The NICKEL account is opened and maintained in accordance with and subject to the monetary, fiscal, or financial legislation with foreign countries, embargoes, the fight against corruption, money laundering or the financing of terrorism, in force in France and in the various countries concerned by the execution of all or part of the instructions you give us.

To enable NICKEL to fulfil its legal and regulatory obligations for identity verification, you must provide an original valid identification document.

We may, if necessary, subject the final activation of the NICKEL account to additional verifications (to prevent fraud) for a maximum period of 15 calendar days during which the services of the NICKEL account will be limited: in addition to the standard limits applicable to any new account, the limits defined in Appendix 1 will apply.

## 1.3. The NICKEL account for minors

Opening a NICKEL account for a minor aged at least 12 must be initiated by their Legal Representative, who designates the individual with parental authority or any other person duly empowered to represent the minor and provide the documents specified below (the **"Legal Representative"**).

The NICKEL account for minors operates under the signature or with the authorisation of their Legal Representative, who assumes responsibility for all consequences arising from the account's operation and the minor's use of payment methods.

When the Legal Representative consents to a NICKEL Card or MY NICKEL Card being issued to the minor, he accepts the minor's use of it for cash withdrawals and purchases in stores or online.

Furthermore, he agrees to the minor's use of the Apple Pay and Google Wallet services by digitising the Card in the digital wallet of each respective service. The use of these services is subject to the specific terms and conditions applicable to them. These terms are not governed by the present General Terms and Conditions, as they are defined in separate documents available independently.



The General Terms and Conditions apply to the NICKEL account for minors, with specific provisions as follows:

- Account opening: The Legal Representative must provide their own proof of identity along with that of the minor. They must present either the original French family record book issued by a French authority, the French birth certificate, or the final judgement of a French court establishing the legal representative's authority over the minor. If either the minor or the Legal Representative is of foreign nationality, equivalent documentation issued by the relevant foreign authorities is required. If these documents are not in French, they must be accompanied by a certified translation by a sworn translator registered with a Court of Appeal. Additionally, we will request the Legal Representative's mobile phone number for opening the NICKEL account.
- Online and mobile account usage: All codes enabling transactions to be carried out are sent to the mobile phone number declared by the Legal Representative during the account opening request. As an exception, the PIN code may be sent either by SMS or digitally (WEB Customer Area or NICKEL Mobile Application).
- Use of NICKEL cards: Only the NICKEL Card and the MY NICKEL Card can be issued to minors. Cards issued to minors cannot be used for Offline Transactions. Only the Legal Representative can temporarily activate, deactivate, or block a card, which cannot be reactivated by the minor.
- **Transfers:** Only the Legal Representative is authorised to add beneficiaries to the minor's account. The Legal Representative cannot transfer money from the minor's account to his own bank account.
- **Direct Debits**: Only the Legal Representative is entitled to authorise direct debits from the minor's account.
- **SEPA Interbank Payment Orders (TIP SEPA):** Only the Legal Representative is authorised to approve a TIP SEPA payments from the minor's account.
- Limits: Transactions carried out on the NICKEL account for minors are subject to specific limits detailed in Appendix 1 ("Limits applicable to NICKEL accounts for minors").
- Closing the account: To close an account, both Legal Representatives must submit the request. If parental authority is held by only one Legal Representative, evidence of authority through a decision issued by either a French or foreign court is required. If the decision is from a foreign court, a translation by a sworn translator registered with a Court of Appeal is necessary.



- **Paid options:** A minor cannot purchase additional paid options (e.g., SMS pack), nor can the adult do so on behalf of the minor.
- **Offline Transactions:** No Offline Transactions can be carried out from the minor's account.

## 1.4. Right of withdrawal

You have a period of 14 calendar days from the Agreement's conclusion to exercise your right of withdrawal, without having to justify any reasons or incur penalties.

To exercise this right, you must clearly communicate your intention to us within this time frame, either in writing or through another durable medium (e.g., by post to the address provided in the withdrawal form attached to the Agreement, or via your WEB Customer Area or NICKEL Mobile Application). You can also opt to use the withdrawal form template attached to the Agreement and return it to the specified address. The right of withdrawal is free, except for any postal delivery costs. Upon withdrawal, the Agreement, along with any product or service linked to the NICKEL account, will be terminated.

In the event of withdrawal, any funds received under the Agreement must be reimbursed promptly, no later than 30 days from the withdrawal notification. Likewise, we must reimburse any such sums within the same time frame upon receipt of the notification.

If the account holder is a minor, the Legal Representative holds the right to withdraw.

You have the option to request immediate execution of the Agreement during the withdrawal period without forfeiting your right to withdraw. However, unless otherwise agreed, the Agreement cannot commence execution.

# 2. USING YOUR NICKEL ACCOUNT

# 2.1. Accessing your NICKEL account online and on mobile

By accessing your Customer Area (WEB Customer Area or NICKEL Mobile Application), you can, among other things, consult your latest transactions (see Article III – "Paying and getting paid with the NICKEL account"), print, and download statements of your Nickel account issued over the past ten years.



Your account statements are issued monthly, comprehensively listing all transactions for the month. This allows you to verify transaction dates, descriptions, amounts and fees.

Each January, along with your account statement, you'll receive an annual fee statement (in electronic format) listing all fees incurred for managing your NICKEL account during the previous calendar year, including annual account maintenance fees, transfers, cash withdrawals, opposition, etc...

You must keep and store your NICKEL account statements and fees summaries for 5 years from their respective issuance.

#### Ensuring secure access with Strong Authentication Device

To access your NICKEL account securely via your Customer Area (WEB Customer Area or NICKEL Mobile Application), you'll need a computer, tablet or mobile phone ("smartphone") with an Internet connection and a recent iOS or Android operating system.

Access to your NICKEL account is available 24/7, except during scheduled maintenance or updates.

For secure access, you must use a Strong Authentication Device, which includes a login, a password and any device provided by us.

Your Strong Authentication Device is strictly personal and confidential and should not be shared under any circumstances.

Using a Strong Authentication Device serves as a signature, ensuring secure recognition and authentication of your access to your NICKEL account.

Your login is provided by the NICKEL Point at the time of your NICKEL account opening request.

During your first connection to your Customer Area (WEB Customer Area or NICKEL Mobile Application), you must enter your login and last name. We will then send you a unique code via SMS to the mobile phone number provided during your NICKEL account opening request (or any subsequent phone number change), allowing you to create your password.

The Strong Authentication Device required to access your Customer Area (WEB Customer Area or NICKEL Mobile Application) may also be necessary for certain operations, including but not limited to online payments, adding a new SEPA transfer beneficiary, changing your email address or phone number, changing your access codes or limits, or ordering/activating your Card.



#### Loss or fraud of the Strong Customer Authentication Device

If you lose your login and/or password or suspect a fraudulent use (usurpation), you must notify us immediately via any available means of communication at your disposal (phone, contact form (https://nickel.eu/fr/contact), so we can block access to your NICKEL account. New login credentials will be communicated to you thereafter.

Additionally:

 if an incorrect login and/or password are entered three times, or if your NICKEL account remains inactive for a certain period of time, or if we detect potential security threats, we reserve the right to suspend access to your NICKEL account.

We'll promptly inform you of any access suspension, unless security reasons or legal restrictions apply.

Access will be restored once the reasons for suspension are resolved.

• if we detect any suspicious login attempts from a new location or device, we will assist you in protecting your NICKEL account by initiating a password reset via email or phone contact.

## 2.2. Your NICKEL account must never be overdrawn

To conduct payments, transfers, cash withdrawals, or handle direct debits, you must maintain a sufficient balance in your NICKEL account.

You must never attempt to spend or withdraw more than the available balance in your NICKEL account, as doing so may lead to restrictions on both debit and credit, or even the immediate closure of the account in cases of fraud or repeated operational issues.

Before making payments or cash withdrawals, you must ensure that your NICKEL account has sufficient available funds, taking into account authorised transactions (deferred transfers or upcoming direct debits) and Offline Transactions.

Your NICKEL account must never be overdrawn, which entails:

• for Online Transactions, rejecting payment or withdrawal transactions if the account balance is insufficient to fully cover them at the time of authorisation;



 for Offline Transactions, suspending all debit transactions if the account balance is insufficient to cover the total amount of the Offline Transactions carried out during the previous month (up to a monthly authorised limit of 20 euros), until sufficient funds are deposited to restore a positive or zero balance.

In case of non-compliance with at least one of the above obligations, we may deduct a fixed fee from your NICKEL account in one or more instalments according to the applicable tariff conditions (see Appendix 1), and/or block any debit transaction from your account, resort to any means to recover the sums due, or even close your NICKEL account. If your account lacks sufficient funds for the fixed fee, a partial deduction will be made, with additional debits occurring once there are sufficient funds to cover the entire fixed fee.

On rare occasions, we may debit one or more transactions exceeding your account balance. In such cases of exceptional negative balance, you must make an immediate deposit into your NICKEL account to restore a positive or zero balance. Acceptance of a negative balance is never granted and cannot be interpreted as a right to obtain any credit from us.

# 2.3. The NICKEL account can only be used and managed by a single individual

Each NICKEL account is strictly for the use of one user.

You cannot receive funds intended for a third party, except in cases permitted by applicable regulations, and provided that you furnish us with the necessary documentation.

No power of attorney can be given to a third party to use and manage a NICKEL account. You bear full responsibility for all transactions conducted on your NICKEL account.

## 2.4. Only one NICKEL account per person

Only one NICKEL account can be opened per person. Attempting to open multiple accounts will result in the termination of our contractual relationship.



# 2.5. Execution and dispute of payment transactions

## 2.5.1. Preventing fraud by safeguarding your personal data

Your personalised security data – such as your login, password, one-time codes – are strictly confidential. It is your responsibility to take all reasonable measures to safeguard their security. These details should only be used by you, solely for accessing and operating your NICKEL account.

You are fully accountable for the use of this data and will be deemed to be the author of all transactions, instructions and any changes occurring on the NICKEL account through the use of this data.

Under no circumstances – whether orally, in writing, or online (e.g., via email addressed to you) – should anyone ask you for your personalised security data. This data should only be used by you for the operation of your NICKEL account.

Any disclosure of your security data to a third party will be considered gross negligence on your part.

Following a phone call, SMS or email from a third party (including individuals claiming association with NICKEL), if you receive a request for a code to perform an operation that you did not initiate (e.g., adding a beneficiary), you must disregard it and immediately inform us by any available means of communication [phone, contact form (https://nickel.eu/fr/contact)]. This will result in access to your NICKEL account being blocked and a new password will be issued to you subsequently.

Any registration of a new beneficiary facilitated by your provision of a one-time code or other personalised security data sent to you without your request will be deemed gross negligence on your part.

To prevent potential fraudulent activity on your NICKEL account, you must remain vigilant at all times. To this end, you undertake to regularly monitor and check:

- transactions recorded on your account;
- the list of your beneficiaries; and
- activity on your NICKEL account.

You commit to immediately report any suspicious transactions to us through all available means of communication: phone, contact form (https:// contact.nickel.eu).



# 2.5.2. Refusal to execute and blocking of payment transactions

We will refuse to process any transaction debiting your account if the amount exceeds the available balance.

We reserve the right to temporarily or permanently block any transaction, whether crediting or debiting, on your NICKEL account if we suspect unauthorised or fraudulent use of your NICKEL account, or if the balance of your NICKEL account remains insufficient to cover owed amounts, or if it remains at zero for a continuous period of 45 calendar days.

In this case, we will inform you by any available means and communicate the reason, unless there are security reasons or legal restrictions.

We will unblock the credited or debited transaction as soon as the reasons for blocking it have been resolved.

### 2.5.3. Unauthorised payment transactions

For transfers, card transactions and direct debits, we are responsible for ensuring these transactions are executed correctly and crediting the beneficiary's account according to your instructions.

Should an unauthorised transaction occur, we will reimburse you for the transaction amount upon discovery, in accordance with applicable legal regulations.

However, if we determine that the transaction was indeed authorised, or if there was negligence or fraud on your part, we reserve the right to reverse the reimbursement.

You are not liable for any losses resulting from unauthorised transactions if they were made:

- without using your Card's PIN code or your personalised security data; or
- before you could detect the theft or loss of your Card.

In all cases, you bear full responsibility for losses arising from unauthorised transactions if they result from your fraudulent behaviour, intentional actions, or negligence in meeting the following obligations of due care and diligence:

- taking reasonable measures to secure your payment instruments (card, transfer, and direct debit) and your personalised security data (see Article II-2.5.1 "Preventing fraud by safeguarding your personal data");
- using the payment instrument in compliance with these General Terms and Conditions;



• promptly informing us of any loss, theft, misappropriation, or unauthorised use of a payment instrument or related data for the purpose of blocking the instrument.

Nickel cannot be upheld if you dispute the authorised nature of the transaction, provided we can demonstrate that the transaction was authenticated, duly recorded, accounted for, and unaffected by technical or other deficiencies.

The burden of proof for transactions made on the NICKEL account lies with us and may be supported by digital records (electronic, computerised, or by phone) maintained by us, or their reproduction on a medium validating the transaction's registration to the NICKEL account, unless you provide evidence to the contrary.

### 2.5.4. Payment transactions incorrectly executed

A payment transaction can be incorrectly executed, either debiting or crediting your NICKEL account.

A payment order is executed by debiting the NICKEL account according to the bank details (RIB, BIC, IBAN) provided by you.

If a transaction is incorrectly executed due to our error, we'll reimburse you for the transaction amount and, if needed, restore the debited NICKEL account to its state prior to the transaction.

However, our liability cannot be retained if the incorrect execution of the transaction is due to you providing non-existent or incorrect bank details (RIB, BIC, IBAN). Please note that we are not obligated to verify whether the recipient account holder matches the beneficiary you have designated.

If your NICKEL account is credited due to a payment transaction executed based on incorrect identification, you authorise us to debit the erroneously credited amount from your account.

# 2.6. Recording transactions on a NICKEL account: value date

The value date is the date on which we record the amount of any transaction made on a NICKEL account.



Most Online Transactions are promptly recorded on your account upon execution (deposit or cash withdrawal at a NICKEL Point, payment by Card, outgoing transfer...).

Hence, funds are available in your NICKEL account as soon as we receive them.

We deduct the funds from your NICKEL account as soon as you provide us with payment instructions (transfers, etc.) or when we receive information about a payment or withdrawal made with your Card.

Any difference between the transaction date and its recording on the NICKEL account is solely due to the time required for information transmission and recording.

Authorised Offline Transactions, up to a maximum cumulative amount of 20 euros per month, are processed as deferred debits.

They are grouped and debited from your NICKEL account once a month on a date that will be notified to you in advance, corresponding to the 3rd working day of the following month after the execution of the concerned Offline Transactions.

A transfer or direct debit will be debited from the NICKEL account no later than one business day following the scheduled execution date or, if the debit could not occur on that date due to insufficient funds in the NICKEL account, no later than one working day following its rescheduled execution.

Exception: for your security, we may delay recording transactions on your NICKEL account if there is suspicion of fraud or if atypical transactions are presented. On this occasion, the execution of transactions on your NICKEL account may be suspended pending information from you or any other concerned third party.

# 2.7. Annual subscription (see also: Tariff Conditions and limits in Appendix 1)

Every year, on your NICKEL account's anniversary, we deduct a fixed fee from your NICKEL account for the annual subscription according to the current tariff conditions (see Appendix 1).

You will be notified by SMS, e-mail or on your WEB Customer Area at least 15 calendar days before the debit date.

If you fail to pay your annual subscription on the anniversary date, we will attempt to deduct the amount owed from your NICKEL account (see Article IV.3 "Payment of amounts due in instalments"). If the full annual subscription isn't debited on time, your NICKEL account will be closed as follows:



- from 0 to 25% of the subscription amount: the account will be closed on the 90th day from the anniversary date;
- more than 25% to 50% of the annual subscription amount: the account will be closed on the 180th day from the anniversary date;
- more than 50% to 75% of the annual subscription amount: the account will be closed on the 270th day from the anniversary date;
- more than 75% to less than 100% of the amount of the annual subscription: the account will be closed on the 360th day from the anniversary date.

The anniversary date is always calculated from the subscription date, not the full payment date of the annual subscription to the NICKEL account.

If termination occurs before the anniversary date of your NICKEL account, we will reimburse you for the period between the termination date and the anniversary date of your NICKEL account's opening.

## 2.8. Pre-authorisation by payment card

There are several transactions for which a pre-authorisation request is made by the merchant to allow him to verify the validity of the Card and ensure that your NICKEL account is sufficiently funded; for example, when you wish to make a purchase at a petrol station or when you take out a lease contract or make a reservation through the Card (practice of security deposit by payment card).

Through this pre-authorisation, the merchant requests a payment authorisation from us for a maximum lump sum, set by the commercial conditions applicable to purchases of goods or services.

If your NICKEL account has sufficient funds, we approve the pre-authorisation request corresponding to the maximum applicable amount. Following this approval, the balance of your NICKEL account is temporarily reduced by the pre-authorisation amount requested by the relevant merchant.

Within the time frame provided for in the contract with their own bank, the merchant can:

- cancel the pre-authorisation and release the full pre-authorised amount;
- use all or part of the pre-authorised amount and, if necessary, release the remaining amount. The amount actually debited from your NICKEL account will be the actual amount of the payment transaction, corresponding to the final payment order sent by the relevant merchant.



In the event that you cancel a transaction that has resulted in a pre-authorisation, without noticing the credited sums on your NICKEL account, it will be your responsibility to contact the merchant concerned to cancel the pre-authorisation, which we cannot do at your sole request.

For your information, here are some indicative illustrations of the situations and deadlines applicable:

★ Automated fuel dispensers: the NICKEL account balance is systematically checked before dispensing. The merchant thus ensures that the amount is available in your NICKEL account. This pre-authorisation affects the balance of your NICKEL account for a period that can reach 30 working days.

Example: pre-authorisation of  $\in$ 130 for an actual fuel expenditure of  $\in$ 90. Once the final payment order is sent by the merchant concerned within this period, the difference between the pre-authorised amount and the actual fuel expenditure (130 - 90 =  $\in$ 40) will be available again in your NICKEL account.

★ When reserving with car rental companies and hotels: When a merchant initiates a pre-authorisation using your Card, especially to establish a security deposit, your NICKEL account balance is checked. This pre-authorisation affects the balance of your NICKEL account for a period that can last up to 30 business days.

Example: security deposit of €300 for a car rental. The rental company may, within the aforementioned period and depending on the cases:

- cancel the pre-authorisation and release the full amount pre-authorised; or
- retain all or part of the pre-authorised amount and, if necessary, release the remaining amount. Once this final payment order is sent by the rental company, the difference between the pre-authorised amount and the amount retained by the rental company (300 150 = €150) will be available again in your NICKEL account.

# 3. PAYING AND GETTING PAID WITH THE NICKEL ACCOUNT

Before any transaction, whether carried out immediately or after a certain period of time, whether planned or not, you must ensure that the balance in the NICKEL account is or will be sufficient.



## 3.1. The Cards

#### 3.1.1. Common provisions

Since the NICKEL account is strictly non-professional, the Card must be used exclusively for non-professional purposes.

#### 3.1.1.1. Presentation

The Card is an international Mastercard® payment card, with systematic balance checks, for immediate debit on Online Transactions and deferred debit for Offline Transactions. You must ensure that your NICKEL account maintains a sufficient balance before making any payment or withdrawal transactions with your Card, as well as for the monthly debiting of Offline Transactions (see Article II.5 "Execution and dispute of payment transactions ").

The Card allows you to:

- withdraw cash from ATMs displaying the Mastercard® logo in France and abroad;
- withdraw and deposit cash at NICKEL Points;
- pay for purchases of goods and services in stores or online (internet, phone, mail order) displaying the Mastercard® logo.

The Card is linked to a NICKEL account and is issued to you nominally and exclusively, even for the NICKEL Card on which your name does not appear. It is issued by us and remains our exclusive property.

You must affix your handwritten signature in the space provided on the back of your Card.

You agree not to lend, give, modify,or physically or functionally alter your Card.

The Card allows you to make Offline Transactions up to 20 euros per month (monthly authorisation limit), except for cards issued to minors for which this feature is disabled.

This monthly authorisation limit for Offline Transactions will be reset following the debit of Offline Transactions (deferred debit), provided that there is a sufficient credit balance in your NICKEL account to cover the cumulative amount of past Offline Transactions. If you do not have a sufficient balance, you will be unable to make Offline Transactions starting from the first month following a payment incident for the full amount of the Offline Transactions previously made.



The possibility of performing Offline Operations is activated by default on the Card. You have the option to request the suspension of this feature by calling Customer Service.

We may, at our sole discretion, at any time and without prior notice, block your Card for security reasons or non-compliance with the Agreement. You will be notified by SMS to the mobile phone number you provided and will be required to return your Card to us upon our first request.

The Card has the "contactless" payment feature allowing for quick payment of purchases of goods or services via electronic devices of merchants accepting bank cards or payment cards equipped accordingly, with remote reading of the Card.

The aforementioned feature is activated by default on your Card. However, you have the option to deactivate it on your WEB Customer Area or via the NICKEL Mobile Application.

For security reasons, the maximum amount for each payment transaction in "contactless" mode is limited to 50 euros, with a maximum cumulative limit of 150 euros for consecutive transactions. Once this cumulative limit is reached, the next payment transaction must be made by entering the confidential code to continue using the "contactless" feature and reset the available cumulative amount.

The Card has an expiration date, after which it becomes inactive. Upon expiry, a new card will automatically be sent to you by postal mail. This does not apply to MY NICKEL Card; upon itsexpiry, a new NICKEL Card will automatically be sent to you by postal mail, unless you opt for a MY NICKEL Card before its expiration date (the card's validity period is indicated on the Card).

Upon receipt of the new card, you must immediately destroy the old one, especially its chip.

Any order for a new Card will be charged according to the current tariff conditions (see Appendix 1) to your NICKEL account.

#### 3.1.1.2. Preservation of personal security data

We will never ask you for your Card's confidential code; none of our employees, agents, or representatives will ask you for this code, either orally or in writing.

No merchant, no authority, can ask you for this confidential code, neither orally nor in writing.

No e-commerce website can ask you to enter the confidential code on your behalf.

If someone claims to be authorised to ask you for this code, refuse and notify us as soon as possible by phone at 01.76.49.00.00.

You must ALWAYS:

NICKEL - General Terms and Conditions - July 1st, 2024



- MEMORISE your Card's personal and confidential code;
- ENTER this code carefully, avoiding prying eyes;

You should NEVER:

- WRITE DOWN the personal and confidential code;
- DISCLOSE this code to another person;
- ENTER this code anywhere other than on a Point of Sale Terminal (POS) displaying the Mastercard® or NICKEL logo or on an ATM displaying the Mastercard® logo.
  - 3.1.1.3. Confidential code and consent

Upon activation of your Card or at your request for reissue, you will be provided either by SMS to the mobile phone number you have declared, or digitally via the NICKEL Mobile Application or on the WEB Customer Area, with a personal and confidential PIN code allowing its use.

When your Card is activated, you will be sent a personal and confidential code by SMS to the mobile phone number you have declared.

This personal and confidential code is necessary:

- 1. to pay for the purchase of goods or services from a merchant, service provider, or authorised organisation equipped with a Point of Sale Terminal (POS);
- 2. to withdraw cash from an ATM displaying the Mastercard® logo;
- 3. to deposit or withdraw cash from a NICKEL Point.

In case of three consecutive incorrect entries of the personal and confidential code, your Card will be blocked, and you will need to order a new Card from our services according to the applicable tariff conditions (see Appendix 1).

If you forget your personal and confidential code, you can retrieve it via your WEB Customer Area or via the NICKEL Mobile Application according to the applicable tariff conditions (see Appendix 1).

The handwritten signature on the paper ticket certifying the payment transaction is sometimes requested by the merchant or service provider, who retains it.

Remote payment operations (online, by phone) require, not the entry of the personal and confidential code, but the communication of specific Card data: number, expiration date, three-digit number on the back next to the space provided for the signature (CCV Number).

For a remote payment transaction, the payment must be validated on the Nickel application.



During a remote payment transaction, the payment must be validated on the Nickel application. In some cases, especially if the customer does not have the Nickel application, a special one-time security code is requested. We send this code by SMS to the mobile phone number declared and registered with our services.

Entering the personal and confidential code or entering/communicating the specific Card data and, where applicable, the special one-time security code or for "contactless" payment transactions, presenting and holding the Card in front of a device identifying the presence of the "contactless" technology and/or using a personalised reinforced security device, constitute your consent to the presented payment transaction, which becomes irrevocable as soon as we receive it (which generally happens instantaneously).

#### 3.1.1.4. Deposits and cash withdrawals

#### Deposits and cash withdrawals at NICKEL Points:

Deposits and cash withdrawals as well as payments are possible at all NICKEL Points using your Card, in France and in every country of the European Union where FPE is authorised to provide payment services in the form of a branch.

To perform these operations, the personal and confidential code must be entered on the POS presented by the NICKEL Point.

The amount corresponding to the deposit or withdrawal made will be immediately credited or debited to the NICKEL account, and the applicable commission will also be immediately debited from the NICKEL account.

You are informed of the possibility for a NICKEL Point to refuse/limit a cash withdrawal or deposit, especially in the following cases if:

- the NICKEL Point does not have the requested amount in its cash register or on its account;
- the requested amount and the applicable commission exceed the available balance of the NICKEL account;
- the requested amount exceeds the cash withdrawal limit;
- the requested amount exceeds the weekly cash withdrawal limit;
- the requested amount exceeds the cash withdrawal limit you have set;
- the deposited amount exceeds the standard cash deposit limit;



• we consider that the operation represents a risk for you.

The limits defined in Appendix 1 apply to deposits and cash withdrawals.

#### Cash withdrawals from ATMs (Automated Teller Machines)

Cash withdrawals are possible at ATMs displaying the Mastercard® logo, both in France and abroad.

To carry out such a transaction, the Card's personal and confidential code must be entered on the ATM displaying the Mastercard® logo.

The amount corresponding to the withdrawal made will be immediately debited from the NICKEL account in euros at the applicable exchange rate of the day, the NICKEL commission provided for in the current tariff conditions (see Appendix 1), as well as any commissions charged by the ATM operator.

A paper receipt for the withdrawal can be issued by the ATM upon request. In this case, it is advisable to keep this receipt.

You are informed that the intended ATM withdrawal transaction may be impossible in certain cases, especially if:

- the ATM does not have the requested amount;
- the requested amount and the transaction-related fees exceed the available balance of the NICKEL account;
- the requested amount exceeds the cash withdrawal limit;
- the requested amount exceeds the withdrawal limits set in certain geographical areas by Mastercard® or by the ATM operator;
- the requested amount exceeds the limit you have set;
- we consider that the operation represents a risk for you.



#### 3.1.1.5. Payments

You can make payments with your Card, including online transactions.

Online Transactions of which we are informed are immediately debited from your NICKEL account (including those made with the "contactless" feature). Offline Transactions are grouped and debited on a deferred basis (see Article II.5. "Execution and dispute of payment transactions").

A receipt for the payment transaction is issued by the merchant, service provider or organisation benefiting from the payment. It is advisable to keep this receipt.

For payments made in a currency other than euros, the amount, including an indicative exchange rate, will be immediately debited. Since the final amount, including the exchange rate, is only provided to us by Mastercard® after a few days, an adjustment transaction may occur.

#### 3.1.1.6. Claims

You have a period of:

- 13 months to contest a Card transaction that you have not authorised or that has been incorrectly executed. This period is reduced to 70 days when the beneficiary's payment service provider is located in a State country that is not a member of the European Union or a party to the agreement on the European Economic Area.
- 8 weeks to contest a Card transaction that you have authorised but whose exact amount you did not know, provided that this amount was higher than you reasonably expected.

The time frame begins on the day the transaction is effectively debited from your NICKEL account as reflected in your account statement.

We reserve the right to request supporting documentation (e.g., proof, written statement) for your claim.

The required refunds may be credited to your NICKEL account on a provisional basis. In the event that, after full investigation of your claim, it is found that the refund was not due, you hereby authorise us under this Agreement to debit your NICKEL account for the amount temporarily refunded.



## 3.1.2. Special provisions

Whenever a provision refers to multiple cards, it shall be referred to as "Cards".

CARD FEATURES			
Nickel	My Nickel	Chrome	Metal
<ul> <li>non-personalised (it does not include your name or your first name)</li> <li>associated with insurance and assistance</li> <li>Please note: when necessary (e.g., for online payments), you should enter your name or your first name as they appear on your identity document</li> </ul>	<ul> <li>personalised with your name and first name</li> <li>with a custom design of your choice, selected from a "Design Catalogue" available in your WEB Customer Area and NICKEL mobile application</li> <li>associated with insurance and assistance</li> </ul>	<ul> <li>personalised with your name printed in relief on the card</li> <li>associated with advantageous pricing for transactions denominated in a currency other than euros, Swedish krona, or Romanian leu (see Appendix 1)</li> <li>associated with exclusive insurance and assistance</li> </ul>	<ul> <li>personalised with your name and first name engraved on the card</li> <li>associated with advantageous pricing for deposits, withdrawals, and card payments (see Appendix 1)</li> <li>associated with exclusive insurance and assistance</li> </ul>
CARD ELIGIBILITY REQUIREMENTS			
Nickel	My Nickel	Chrome	Metal
<ul> <li>hold a NICKEL account</li> <li>be of legal age or at least 12 Representative</li> </ul>	years old and represented by a Legal	<ul> <li>hold a NICKEL account</li> <li>be an adult and legally capable</li> </ul>	•



Open a NICKEL account and purchase the Card pack at a NICKEL Point	<ul> <li>subscribe to the Card through your WEB Customer Area or your NICKEL mobile application (or a NICKEL Point for the Chrome Card).</li> <li>settle all fees as required.</li> </ul>			
	ACTIVA	TION		
Nickel	My Nickel Chrome Metal			
The Card is activated at a NICKEL Point when opening a NICKEL account or, in the case of online subscription, from your NICKEL Web Customer Area or the Nickel Mobile App.	Upon receiving your Card by post, you can activate it through your Web Customer Area or the Nickel Mobile App. You'll be prompted to enter the 10-digit code located on the back of your Card, followed by a security code sent to you via SMS or other means. Once this security code is entered, you'll receive your PIN via SMS or digital means (Web Customer Area or Nickel Mobile App). You'll start benefiting from the pricing, insurance and assistance coverage of your new Card upon subscription via the Card in your possession and then through your new Card upon its activation.			
TERMINATION				
Nickel	My Nickel	Chrome	Metal	



The Nickel Card is valid for the duration indicated on the card and is automatically terminated upon closing the Nickel account.	The My Nickel Card is valid for the duration indicated on the card and is automatically terminated upon closing the Nickel account or upon activation of a new Card. It is not subject to automatic renewal.	You can cancel your annual subscription reason via your app or by contacting custor You will continue to enjoy the Card's set your annual subscription to the Card. For example, if you cancel your annual sub you will continue to enjoy the Card's service On the anniversary date of your annual set to the Card (including the associated be you have chosen to deselect the automat Area. In the event of cancellation of the annual corresponding to the provision of the Card However, you can keep your Card, which	omer service. rvices until the next anniversary date of subscription to the Card on April 1st and scription to the Card is December 31st, ces until December 31st. ubscription to the Card, your subscription enefits) will be automatically terminated if tic renewal option in your Web Customer al subscription to the Card, the fixed fee ard (see Appendix 1) is non-refundable.
Nickel	My Nickel	Chrome	Metal



In case of loss, theft, or fraudulent use of your Card, or its data, you must immediately request its blocking by calling 01.76.49.48.10 (Call Center open 7 days a week, 24 hours a day), or by accessing your NICKEL Web Customer Area or the NICKEL Mobile Application. The blocking request will then be processed, and you will be provided with a request registration number.

In situations where we perceive a threat to the security of your NICKEL account or unauthorised or fraudulent use thereof, we may block your Card. If blocked, we will notify you by any means and provide the reason, except for security reasons or legal prohibitions. Your Card will be unblocked once the reasons for blocking have ceased.

If your Card is used without the personal and confidential code, transactions made after theft, loss, or fraud but before the blocking request will be refunded.

If your Card is used through counterfeiting or with its specific data (identification numbers, expiration date, etc.), transactions made after theft, loss, or fraud but before the blocking request will not be debited from your NICKEL account.

If the Card is used with the personal and confidential code, transactions made after theft, loss, or fraud but before the blocking request will be debited from your NICKEL account up to 50 euros. No transactions made after the blocking request will be debited from your NICKEL account.

Depending on these cases, if your good faith is recognized, one or more transactions will be refunded.

In cases of fraudulent activity or when you have either intentionally or through gross negligence failed to preserve your personal secure data (see Article III.1.1.2. Preservation of personalised security data) or failed to inform us to block your Card in accordance with this article, all unauthorised or allegedly unauthorised transactions will be debited from your NICKEL account.

We reserve the right to request a document (written statement, copy of the police report, etc.) providing evidence of the declared reason for blocking. Otherwise, all recorded transactions will be debited from your NICKEL account.

You also have the option to temporarily lock your Card through your NICKEL Web Customer Area or the NICKEL Mobile Application. The lock is immediate and reversible. You can choose from three lock levels: prohibition of Remote Purchase and contactless payment operations, transactions abroad, or all transactions.



If your NICKEL Card is lost or damaged In and needs to be replaced, you'll need to

purchase a new NICKEL Kit and activate the new Card at a NICKEL Point.

The price difference between the NICKEL Kit and the replacement cost, as stated in the current tariff conditions (see Appendix 1), will be automatically refunded to your NICKEL account.

In case of Card loss, you have the following options as per the tariff conditions in Appendix 1:

- order a new Card of the same category from your NICKEL Web Customer Area or Mobile Application.
- immediately pick up a new NICKEL Card from a NICKEL Point, while still enjoying the benefits of your Card Offer.
- order a higher category card at prevailing rates from your NICKEL Web Customer Area or Mobile Application. The fixed fee for providing the lost Card is non-refundable. The fees for the new Card must be paid in full.

Each new Card order following a loss will result in a change of its confidential code.

INSURANCE				
Nickel         My Nickel         Chrome         Metal				
The Card provides insurance coverage for certain incidents during your private or business trips. For more information, please refer to the dedicated Nickel insurance policy (accessible from our website https://nickel.eu via the "Legal Documents Nickel Insurance Policy" tab and also through the Help Center, under "Insurance and Assistance for my Nickel Card").		documents are accessible on our website https://nickel.eu via the "Legal Documents - Nickel Chrome - Metal Insurance Policy" tab and also through the		
For your reference and not exhaustive, b and assistance services:	elow are the main features of the insurance	For your reference and not exhaustive insurance and assistance services:	e, below are the main features of the	
Insurance Insurance				
Accident aboard public transport /	rental vehicle	Accident aboard public transport / rental vehicle		
Assistance		Trip cancellation / postponement /	/ interruption	
Illness / injury / death / hospitalisa	tion of a close relative	Airplane / train delay		



<ul> <li>Theft or loss of personal effects abroad</li> <li>Return-to-employment assistance</li> <li>Psychological support</li> <li>Cyber Info Assistance</li> <li>The insurance and assistance services will come into effect on the opening date of your Nickel Account and will end upon the closure of your account or upon subscribing to a Chrome or Metal Card</li> <li>Non-delivery / non-compliant delivery / theft / damage of distance purchases</li> <li>Extension of warranty for Image/Sound, Telephony/Computer, Appliances</li> <li>Assistance</li> <li>Illness / injury / death / hospitalisation of a close relative</li> <li>Legal proceedings abroad</li> <li>Theft or loss of personal effects abroad</li> <li>Return-to-employment assistance</li> <li>Psychological support</li> <li>Cyber Info Assistance</li> <li>Theft or loss of personal effects abroad</li> <li>Return-to-employment assistance</li> <li>Psychological support</li> <li>Cyber Info Assistance</li> <li>The insurance and assistance services will take effect on the date of subscription of your Card or upon closing of your account.</li> </ul>	Nickel	VALIDITY My Nickel	PERIOD	Chrome	Metal
<ul> <li>Return-to-employment assistance</li> <li>Psychological support</li> <li>Snow and mountain coverage</li> <li>Theft / damage to rental vehicles</li> </ul>	• Cyber Info Assistance The insurance and assistance services will come into effect on the opening date of your Nickel Account and will end upon the closure of your account or upon		Assista • • • • • • • • • • • • • • • • • • •	Non-delivery / non-compliant of purchases Extension of warranty for Image/S ince Illness / injury / death / hospitalisa Legal proceedings abroad Theft or loss of personal effects al Return-to-employment assistance Psychological support Cyber Info Assistance surance and assistance services w	Sound, Telephony/Computer, Appliances tion of a close relative broad
Legal proceedings abroad     Delay / Loss / damage to luggage	<ul> <li>Theft or loss of personal effects a</li> <li>Return-to-employment assistance</li> </ul>		•	Foreign Civil Liability Snow and mountain coverage	



Your Card is valid for the period indicated on the Card, renewable automatically.	Subscribing to the MY NICKEL Card is valid for the period indicated on the non-renewable card and implies renunciation of the NICKEL Card. Your NICKEL Card remains valid until you activate your MY NICKEL Card (unless the NICKEL Card is blocked).	implies renunciation of any other Card. Your "old" Card remains valid until the activation of your newly subscribed Card (unless the old Card is blocked or expires).	
	TARIFFS		
Nickel	My Nickel	Chrome Metal	
The Nickel Card is provided free of charge and is inseparable from the subscription to the Nickel Account, subject to the current pricing.	Upon subscription, your MY NICKEL Card will be invoiced according to current tariff conditions and will be the subject of a deduction of a fixed fee (see Appendix 1) from your NICKEL account.	Upon subscription and each year thereafter, on the anniversary date of your Car activation, we will deduct a fixed fee from your Nickel account according to the current pricing (see Annex 1) for the annual Card subscription.	



CARD REPLACEMENT							
Nickel	Nickel My Nickel Chrome Metal						
NickelMy NickelChromeMetalYou can replace your card at any time at the rate specified in Appendix 1 at a NICKEL Point.If your Card is damaged and requires replacement, you may, as per the prevailing tariff conditions in Appendix 1: • order a new Card of the same category from your WEB Customer Area or your NICKEL Mobile Application. • immediately obtain a new Card from a NICKEL Point while still benefiting from the advantages of your Card offer. • request a higher-category card at the prevailing rates from your WEB Customer Area or your NICKEL Model. • request a higher-category card at the prevailing rates from your WEB Customer Area or your NICKEL Model. • The flat fee corresponding to the replacement of the Card is non-refundable. The fees for the new Card order results in a change of its confidential code.Your old Card remains valid until the activation of your new Card unless the old Card is blocked. Each new Card order results in a change of its confidential code.							



## 3.2. Transfers

### 3.2.1. Presentation

Outgoing transfers correspond to the transfer of a sum of money from your NICKEL account to another NICKEL Customer's account or to a bank or payment account opened in another institution. It can only be issued in euros to a country or territory of the Single Euro Payments Area ("SEPA"), i.e., a Member State of the European Union, Andorra, Guernsey, Jersey, the Isle of Man, Iceland, Liechtenstein, Monaco, Norway, the United Kingdom, Saint Pierre and Miquelon, Switzerland, San Marino and the Vatican.

An incoming transfer corresponds to the transfer of a sum of money by a third party to your NICKEL account. It can only be issued in euros and only from a country in the Single Euro Payments Area via the SEPA network.

Incoming and outgoing transfers via the SWIFT network are not accepted.

## 3.2.2. SEPA Credit Transfer

The SEPA Credit Transfer is a euro-denominated transfer within the SEPA zone.

The following are SEPA transfers subject to the provisions of this article:

- SEPA Credit Transfer
- SEPA Instant Credit Transfer

3.2.2.1. Outgoing SEPA Credit Transfer (for occasional or permanent transfer)

The SEPA Credit Transfer can be:

- Occasional for a one-time transaction.
- Permanent, for automatic and regular transfers.

For occasional transfers, the time of receipt of the transmitted order is the working day on which the order is received (order for immediate execution) or the agreed day (order for deferred execution). If the time of receipt is not a working day, the time of receipt is deemed to be the first working day following.



For permanent transfers, the time of receipt is deemed to be the day before the designated periodic date.

The SEPA Credit Transfer order is executed no later than the end of the first working day following the time of receipt of that order.

The SEPA Credit Transfer order is generally irrevocable upon receipt.

#### 3.2.2.2. Incoming SEPA Credit Transfer

The NICKEL account is credited immediately upon receiving the funds, unless prohibited by applicable regulations or any circumstances requiring specific intervention on our part.

#### 3.2.2.3. SEPA Instant Credit Transfer

The SEPA Instant Credit Transfer is an occasional SEPA Credit Transfer that allows funds to be transferred in less than 10 seconds between two payment accounts held by payment service providers located in the same country or in two countries within the SEPA zone, provided that both payment service providers have activated this service for their customers.

In accordance with applicable regulations, the execution time of this transfer can be up to a maximum 20 seconds in exceptional difficulties.

The SEPA Instant Credit Transfer is available uninterrupted 24 hours a day, 7 days a week and every day of the year. It becomes irrevocable upon receipt by the payment service provider.

In the event of receiving a SEPA Instant Credit Transfer, the corresponding amount for this transaction is immediately available in the NICKEL account.

To ensure the security of your NICKEL account: limits may apply to the amount of transfers.

#### 3.2.3. Consent and execution

To issue a transfer, you must:

- access your NICKEL account via your WEB Customer Area or on your NICKEL Mobile Application;
- have the bank details (IBAN) of the person receiving the money;
- have the recipient's first and last name or company name;
- specify the amount of the transfer;



- indicate the desired execution date, if applicable;
- specify the reason for the transfer.

Your consent results from compliance with procedures as defined above.

We cannot execute a transfer order from your NICKEL account:

- if the amount available in your NICKEL account is less than the amount of the transfer;
- if executing the transfer would exceed the daily transfer limit set;
- if executing the transfer would exceed the monthly transfer limit set;
- if the information entered for the transfer is incorrect or incomplete.

Unless prohibited by law, we will inform you of the reason for refusal in your Customer Area (WEB Customer Area or NICKEL Mobile Application) or by email.

An incomplete, unfinished, or unvalidated transfer order on your WEB Customer Area or your NICKEL Mobile Application cannot be executed.

Unless refused or subject to additional checks, the Standard SEPA Credit Transfer is transmitted, at the latest, by the end of the first working day following the day on which the transfer order was given to us, and the Instant SEPA Credit Transfer within a maximum of 20 seconds.

In cases where we may consider that the security of your NICKEL account is threatened, or that it is being used unauthorisedly or fraudulently, we may be required to block any execution of transfers.

In the event of blocking, we will inform you by any means and communicate the reason, unless there are security reasons or legal prohibitions.

The execution of the transfer will be unblocked as soon as the reasons justifying the blockage have disappeared.

To receive a transfer, you should provide your first name, last name, BIC and IBAN of your NICKEL account to the third party who wishes to transfer a sum of money.

The amount of an incoming transfer is credited to your NICKEL account on the day of receipt and no later than the following working day.

You authorise us to debit your NICKEL account for wrongly received transfers subject to a cancellation request ("recall") sent by the issuer's payment service provider in case of an error by the latter, justified errors by the sender or in case of proven fraud.



### 3.2.4. Disputes regarding transfers

You have a period of 13 months to contest an unauthorised or incorrectly executed transfer transaction.

The period starts on the day the transfer is effectively debited from your NICKEL account.

We reserve the right to ask you for a document (proof, written statement...) supporting your claim.

## 3.3. Direct debit

#### 3.3.1. Presentation

Direct Debit allows you to easily pay bills, such as electricity or gas bills, taxes, or rent, directly from your NICKEL account.

When setting up a direct debit, you may not always know in advance the amount or exact date of the debits.

A direct debit can only be made in euros by a creditor whose account is opened in a SEPA country or territory.

#### 3.3.2. Consent and execution

You must authorise the creditor to issue the direct debit(s) to be debited from your NICKEL account and give us permission to debit your account.

To set up a direct debit, you must:

- fill and sign a "Direct Debit Request" and a "Direct Debit Authorisation" or a "SEPA Direct Debit Mandate";
- return or submit these document(s) along with an IBAN to the creditor.

The creditor must inform you (for example, by sending you an invoice or a schedule) of the amount and date of the direct debit before requesting us to execute the direct debit in his favour. In the case of a "SEPA direct debit mandate", the creditor must communicate this information to you at least 14 calendar days before the direct debit date.

When the creditor sends us a Direct Debit notice, we will notify you via email and mobile notification. You must ensure that your NICKEL account balance is sufficient to cover this Direct Debit on the due date.



If the information provided by the creditor does not match what was expected, you must contact the creditor immediately.

Unless we need to refuse it, the direct debit is executed by debiting your NICKEL account on the scheduled day. In case of refusal to execute on our part, we will inform you by any means (SMS, email...) and communicate the reason, except for security reasons or legal prohibitions.

In case of direct debit rejection due to insufficient funds, we will deduct, in accordance with the current tariff conditions (see Appendix 1), a lump sum from your NICKEL account for each rejected direct debit up to the amount of the rejected debit. If your NICKEL account has insufficient funds to settle this fee, it will be partially debited up to the available balance, and we will make one or more additional debits as soon as the balance of your NICKEL account allows the full payment of the amount due.

In cases where we consider that the security of your NICKEL account is threatened, or it is being used unauthorisedly or fraudulently, we may be required to block any direct debits.

In the event of blocking, we will inform you by any means and communicate the reason, except for security reasons or legal prohibitions.

Direct debits will be unblocked as soon as the reasons justifying the blockage have disappeared.

#### 3.3.3. Opposition – Termination

Until the day before the scheduled execution date of a Direct Debit, you can object to it by accessing your Customer Area (WEB Customer Area or NICKEL Mobile Application).

This objection may apply to one or more scheduled Direct Debits. You may also request the permanent termination ("revocation") of a Direct Debit mandate.

In all these cases, you must inform the creditor.

In the case of a "SEPA Direct Debit Mandate" if no direct debit request has been submitted for a period of 36 months, the mandate is cancelled.

#### 3.3.4. Disputes regarding Direct debit

You have a period of:

• 13 months to contest a direct debit you have not authorise;



• 8 weeks to contest a direct debit that you have authorised but whose exact amount you did not know, provided that this amount was higher than you reasonably expected.

The period starts on the day the Direct Debit transaction is debited from your NICKEL account.

## 3.4. SEPA Interbank Payment Orders

#### 3.4.1. Presentation

Certain expenses can be paid via SEPA Interbank Payment Orders (TIP SEPA).

The TIP SEPA accompanies an invoice or notice issued by a creditor, the issuer, who asks you to return this invoice or notice by dating, signing it and attaching an IBAN the first time.

These details are subsequently retained by the issuer of the invoice or notice who, when sending a new invoice or notice, will only ask you to return the TIP SEPA dated and signed. You must then ensure that a sufficient balance is available in your NICKEL account.

#### 3.4.2. Consent and execution

Upon receipt of the TIP SEPA, the issuer of the invoice or notice will submit it to his bank or payment institution, which will request us to debit your NICKEL account. Unless refused, your NICKEL account will be debited with the requested amount.

#### 3.4.3. Opposition - Termination

Until the day before the scheduled execution date of a TIP SEPA, you can oppose it by accessing your NICKEL Mobile Application or your WEB Customer Area.

You must inform the creditor.

#### 3.4.4. Disputes concerning SEPA Interbank Payment Orders

You have a period of 13 months to contest that you have not authorised. The period starts on the day of the effective debit of the payment operation on your NICKEL account.



## 3.5. Crediting of the account by bank or payment card

You can credit your NICKEL account by making an online payment using a bank card or a payment card. Subject to confirmation of the transaction, the amount deposited will be immediately credited to your NICKEL account and the applicable commission according to the current tariff conditions (see Appendix 1) will also be immediately debited from your NICKEL account.

A receipt relating to the payment transaction is issued by the service provider managing the payment platform. It is advisable to keep this receipt.

Operations to fund your NICKEL account by bank card or payment card can only be carried out for amounts exceeding €10 and are subject to a common limit with cash deposits of €950 maximum per month.

## 3.6. Cheque encashment

#### 3.6.1. Presentation

The check encashment transaction involves crediting your NICKEL account with sums corresponding to the amount of the cheque(s) of which you are the beneficiary and which you hand over to us for encashment following the procedure described in these General Terms and Conditions (see Article II.6.3. "Cheque deposit procedure").

The NICKEL account is a payment account, without authorised overdraft.

Therefore:

- this service does not allow payment by cheques but exclusively the encashment of cheques to your benefit; no cheque book will be issued to you;
- you acknowledge and accept that to prevent any risk of unpaid cheques and overdraft, we will
  not proceed with any encashment unless there are sufficient funds; in other words, we will not
  advance the amount of the cheque submitted for encashment and will credit the funds to your
  NICKEL account only if the cheque is compliant and does not bounce unpaid at the end of the
  verification period outlined below;
- you acknowledge and accept that the cheque encashment service may be suspended by Nickel in case of suspected fraud;



 you acknowledge and accept that an indicative period of 15 working days from the postal receipt by our services of the cheque(s) submitted for encashment is necessary to carry out the cheques for cheque regularity and fund availability and to release the funds to your account; this period is provided for informational purposes and may be extended due to any element related to the cheque's regularity requiring additional processing time.

Except in the event of our fault resulting in a longer encashment period, our liability shall not be incurred due to the indicative 15 working days period mentioned above or its extension in case of doubt about the cheque's regularity leading to cheques and additional processing time.

The cheque encashment service is open to cheques issued by a French bank in euros.

Moreover, to use this service:

- you must be of legal age;
- you must be up to date with your subscription;
- your NICKEL account must not be blocked.

The submission of a cheque for encashment to your NICKEL account is subject to a double limit:

- a maximum amount of €1,500 per cheque;
- a maximum amount of €3,000 per month. The monthly amount is reset at the beginning of each month.

#### 3.6.2. Recommendations for your attention

As the beneficiary of the cheque, before submitting it for encashment and to avoid any risk of non-payment or fraud, you must verify the presence of the following details on the cheque:

- The term "cheque";
- A clear and simple order to pay a specific amount;
- Name of the bank to pay the cheque;
- Place and date where the cheque is created;
- Signature of the cheque issuer;
- Beneficiary's name, in other words your name;
- The place where the payment should be made;



• The amount in words and figures (in case of a discrepancy between the two values, the amount in words will prevail).

You should also be careful if the cheque:

- has a different format from the standard 175 mm x 80 mm;
- does not have a magnetic stripe;
- shows erasures, scratches or alterations in colour, stains, traces of washing, or different handwriting.

In case of doubt, you should be aware that all lines for entering the amount in words and the name of the beneficiary on euro cheques from French banks are micro-printed and visible under a magnifying glass. If the cheque has been photocopied, the text of these micro-letters becomes illegible.

It is recommended that you ensure the identity of the person handing you the cheque, for example, by asking for identification and verifying that the photo and the information it contains (height, gender, date of birth, signature) are consistent.

In case of non-compliance with one or more of the recommendations mentioned above may result in the cheque being rejected, and the original cheque or a copy, as applicable, will be returned to you. Processing fees will be charged.

A cheque is valid for 1 year and 8 days from the date of its issuance.

After this period, you will no longer be able to cash it into your NICKEL account.

#### 3.6.3. Cheque deposit procedure

The submission of your cheque(s) is carried out by you and under your responsibility, and it involves:

- submitting the cheque via an online form accessible from your NICKEL Mobile Application or your WEB Customer Area;
- sending the cheque by post to FPE NICKEL TSA 81000 69307 LYON CEDEX 07.

The procedures for filling in the deposit slip and sending the cheque by post are detailed on your application or your Customer Area.

If you have any questions, you can refer to the Help Center - "Cheque Encashment" section, or contact our NICKEL Customer Service.



#### 3.6.4. Disposition of cheques after encashment

We remind you that an indicative period of 15 working days from the postal receipt by our services of the cheque(s) submitted for encashment is necessary to carry out cheques on the regularity of the cheque and the existence of funds, as well as to release the funds to your NICKEL account (see Article III.6.1. "Presentation").

During this period, you can keep track of your cheque's processing, from its receipt by our services to the release of funds to your NICKEL account, through your NICKEL Mobile Application and your WEB Customer Area.

If a cheque is rejected due to insufficient funds, you have the option to represent the cheque.

After a period of 30 days from the first presentation, a non-payment certificate will be issued by the Bank of the issuer of the cheque, either at your request or automatically in case of unsuccessful re-presentation after the expiration of this period.

This certificate will allow you to benefit from a fast-track procedure to obtain payment of the cheque, the details of which are specified on the non-payment certificate.

If a cheque bounces after funds have been released to your NICKEL account, the amount of the cheque will be reversed from your NICKEL account.

If the amount of the reversed cheque exceeds the balance of your NICKEL account, your account will be in an exceptional negative balance situation. In this case, you must make a deposit into your NICKEL account immediately to restore a positive or zero balance.

#### 3.6.5. Fees

The fees related to the postal sending of the cheque(s) to our services are at your expense (envelope, postage...)

Furthermore, we deduct from your NICKEL account the fees associated with the cheque deposit service (see Tariff Conditions), even in the event of the cheque being returned unpaid.

Additional fees related to the verification and administrative processing of cheques returned unpaid for reasons other than insufficient funds (fraud, misuse, etc.) will be applied to your NICKEL account (see Tariff Conditions).

If your NICKEL account has insufficient funds for these deductions, they will be partially deducted up to the available balance, and we will make one or more additional deductions as soon as your NICKEL account credit allows the settlement of the entire amount due.



# 4. WHAT YOU ALSO NEED TO KNOW

## 4.1. Seizure on your NICKEL account

When you owe money to someone, whether it's a private or public creditor, your NICKEL account may be subject to seizure.

When a garnishment or a conservatory seizure is notified to us by a bailiff, we have the obligation, on the one hand, to disclose the balance of your NICKEL account, and on the other hand, to temporarily block all or part of the operations that can be carried out on your NICKEL account.

When we receive an Administrative Seizure ("Saisie Administrative à Tiers Détenteur (SATD)"), we are obliged, on the one hand, to disclose the balance of your NICKEL account, and on the other hand, to isolate the amount subject to the seizure to make it unavailable.

We leave at your disposal, if the balance of your NICKEL account is sufficient, an amount equal to the amount of the Active Solidarity Income (RSA) for a single person without children. You also have a period of 30 calendar days from the date of seizure denunciation to provide us with the justifications for all non-seizable amounts (including those corresponding to medical expense reimbursements, specific solidarity allowances, insertion allowances) that may be credited to your NICKEL account.

At the end of this 30-day period, if the balance of your NICKEL account is sufficient, we isolate the amount of the debt so that you can freely use your NICKEL account.

In the event of a garnishment or conservatory seizure, we transfer the amount concerned to the creditor when we receive a non-contestation certificate or if you declare to us that you do not contest.

In the case of SATD, we transfer the amount concerned within 30 days unless the public creditor has informed us that you have settled your debt.

In the event of a seizure on your NICKEL account, a lump sum will be charged for the processing of each incident, deducted from your NICKEL account in accordance with the tariff conditions in force(see Appendix 1).



# 4.2. Changes to the General Terms and Conditions and to your personal situation

The General Terms and Conditions can be consulted, printed and downloaded via https://nickel.eu at any time, or consulted at any time on the NICKEL Mobile Application or your WEB Customer Area as well as on the NICKEL Totem at the majority of NICKEL Points.

If we wish to modify the General Terms and Conditions, the new General Terms and Conditions will be available at least 2 months before their effective date. If the modifications are imposed by legislative and/or regulatory texts, the new General Terms and Conditions will be applicable upon the entry into force of the corresponding law or regulatory text.

In the absence of rejection notification of the modifications from your side before their effective date, these modifications will be deemed accepted as of that date. If you do not accept the modifications, you have the right, until the effective date of the modifications, to close your NICKEL account with immediate effect.

If the information provided by you at the time of opening your NICKEL account changes or is incomplete (including email, postal address, phone number), you must report your change of situation promptly through your Customer Area (WEB Client Area or NICKEL Mobile Application) or by contacting us. You agree to provide us with supporting documents, upon our request.

If the applicable regulations require us to collect additional information about your personal situation or to update information already provided by you, you undertake to provide them as soon as possible via your Customer Area (WEB Customer Area or NICKEL Mobile Application) and to provide us with supporting documents, upon our request.

If you do not comply with these commitments, we may be required to close your NICKEL account.

## 4.3. Payment of amounts due in instalments

If your NICKEL account has insufficient funds to cover the amounts owed to us, this sum may be partially deducted up to the available balance.

You then undertake to promptly credit your NICKEL account (cash deposit, transfer, etc.) so that additional direct debits can be made to settle the entire amount due.

## 4.4. Closing a NICKEL account

The NICKEL account is open for an indefinite period.



You can, at any time, and without giving any reason, close your NICKEL account via your WEB Customer Area or by mail.

Article L215-1-1 of the French Consumer Code:

"When a contract has been concluded electronically or by another means and the professional, on the day of termination by the consumer, offers the consumer the possibility to conclude contracts electronically, termination is made possible in this way.

To this end, the professional provides the consumer with a free feature allowing, electronically, the notification and necessary steps for the termination of the contract. When the consumer notifies the termination of the contract, the professional confirms receipt of the notification and informs, on a durable medium and within reasonable time limits, the date on which the contract ends and the effects of termination.

A decree determines, in particular, the technical measures to ensure consumer identification and easy, direct, and permanent access to the features mentioned in the second paragraph, such as its presentation and use methods. It determines the information to be provided by the consumer."

Article L215-3 of the French Consumer Code:

"The provisions of this chapter also apply to contracts concluded between professionals and non-professionals."

We may, at any time, subject to a 2-month notice period, close your NICKEL account by sending you a letter or email. Any remaining credit balance will be refunded to you at the end of the notice period by transfer to a payment account or bank account for which you have provided us with an eligible IBAN.

In the event of seriously reprehensible behaviour on your part or failure to comply with the obligations imposed on you under the Agreement, we may immediately close your NICKEL account without notice. Any remaining credit balance will be refunded by transfer to a payment account or bank account for which you have provided us with an eligible IBAN.

Notification of the death of the NICKEL account holder will lead us to close the NICKEL account. Any remaining credit balance will be refunded to an authorised person.

Any measure involving the management of the NICKEL account through a proxy of an account holder of legal age will result in the suspension and then closure of the account after discussions with the proxy, if any, of which you will be informed prior to the expiry of the period of notice which will be agreed. We will return any credit balance by transferring it to a payment account or a bank account for which any authorised person has provided us with valid bank contact details.



Closing your NICKEL account, for any reason whatsoever, requires you to destroy your Card.

#### 4.5. Inactive accounts

In accordance with the Law 2014-617 of June 13, 2014 ("Eckert" Law), we provide for the transfer of the balance of inactive accounts to the "Caisse des Dépôts et Consignations" after a period of 10 years of inactivity (or 3 years after the death of the customer whose account is inactive).

Inactivity means at least 12 months without any movement on the account (except for direct debits from us) and without communication from the customer to us.

We regularly verify, via the French National Register for the Identification of Individuals, whether the holders of inactive accounts are alive or deceased.

Accounts involved in inheritance proceedings do not fall within the scope of the Eckert Law.

At the end of the legal period of 10 years (or 3 years for inactive accounts of deceased customers), if the balance of the inactive account is positive, it is transferred to the Caisse des Dépôts et Consignations and we proceed to close the account.

The sums are definitively acquired by the State 30 years after the last transaction, the last manifestation of the customer, or the date of death depending on the situation.

## 4.6. Banking mobility

We offer a free banking mobility service.

This service allows you to automatically transfer the domiciliation of recurring transactions (incoming transfers or direct debits) from an account with a third-party bank or payment institution to your NICKEL account or vice versa.

This service also enables you to request the closure of the account opened with the bank/payment institution you wish to leave.

In this case, you can log in to your WEB Customer Area and click on "leave your bank for NICKEL".

## 4.7. Unavailable WEB Customer Area or NICKEL Mobile Application

We occasionally carry out maintenance operations on the NICKEL WEB Customer Area and/or the NICKEL Mobile Application.



These maintenance operations may temporarily make all or part of our services unavailable.

Except in very exceptional cases, these maintenance operations are of short duration and are carried out overnight.

## 4.8. Digital wallets

The present General Terms and Conditions are not intended to govern the usage terms of digital wallet services, such as Apple Pay, Google Wallet, or any other equivalent service. These services allow for the digitisation of your payment cards on compatible devices to conduct transactions, both remotely and via contactless payment. The specific terms applicable to these services are set forth in documents separate from these General Terms and Conditions.

For further information regarding the use of these services, please refer to the specific terms available separately.

## 4.9. Professional secrecy

All the information we hold or store about you is subject to professional secrecy rules to which we are bound.

However, in the conditions and for the purposes set out in articles L. 511-33 and L. 511-34 of the Monetary and Financial Code, we may communicate information about you to other companies in the BNP Paribas Group or to subcontractors or external service providers under the conditions defined below.

In this context, you expressly agree, for the entire duration of the contractual relationship, that the data concerning you may be transmitted:

(i) to companies of the BNP Paribas Group in order to:

- comply with our various legal and regulatory obligations described above;
- respond to our legitimate interests which are to manage, prevent, and detect fraud;
- if you have given your consent, provide you with access to all products and services of the BNP Paribas Group that best meet your desires and needs;

(ii) outside the BNP Paribas Group to:

 subcontractors who perform services on our behalf, such as IT services, printing services, telecommunications services, debt collection services, consulting services, distribution services, and marketing services;



- banking and commercial partners, independent agents, intermediaries or brokers, financial institutions, counterparties, correspondent banks, insurance companies, payment system operators, issuers, or payment card intermediaries;
- financial, tax, administrative, criminal, or judicial authorities, both local and foreign, arbitrators or mediators, authorities or public bodies or institutions (such as the Banque de France, the Caisse des Dépôts et des Consignations), to whom we or any member of the BNP Paribas Group are required to disclose data:
  - o at their request;
  - in the context of our defence, action, or a procedure;
  - to comply with regulations or recommendations from a competent authority towards us or any member of the BNP Paribas Group;
- third-party payment service providers (information concerning your payment accounts) for the purpose of providing a payment initiation service, account information, or fund transfer if you have consented to the transfer of your data to this third party;
- certain regulated professions such as lawyers, bailiffs, or auditors, when specific circumstances require it (litigation, audit, etc.) as well as to our insurers or any current or potential buyer of the companies or activities of the BNP Paribas Group.

### 4.10. The protection of personal data

We act as the data controller in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "GDPR").

We process personal data in order to proceed to:

- open the NICKEL account;
- activate your Card and thus have the means of payment attached to the NICKEL account;
- provide the services attached to the NICKEL account;
- your use and management of your NICKEL account and thus, access your Customer Area (WEB or Mobile Application NICKEL);
- authorise and carry out operations with your Card;
- prevent and combat fraud;



- manage payment incidents;
- perform assistance and insurance services linked to your Card;
- implement a system anti money laundering and countering terrorist financing;
- implement a system dedicated to fight against tax evasion and meet our obligations regarding cooperation, notification to administrations, and tax control;
- risk management;
- prevention of non-payment;
- manage any dispute: claims, pre-litigation and litigation with our company; and
- any other purpose set out in the data usage policy ("Privacy Policy"), available on the website https://nickel.eu via the "Policy on the use of personal data of customers and prospects" tab.

We keep this information in accordance with regulatory retention periods.

All your data is available on your Customer Area (WEB Customer Area or NICKEL Mobile Application).

As a NICKEL customer, you provide this information when you request to open a NICKEL account. We may collect certain data throughout your use of your NICKEL account.

The data collected is mandatory. Without obtaining this information from you, we cannot guarantee the opening and use of your NICKEL account.

You are informed that, within the framework of the processing described above, your personal data will be communicated to recipients located in third countries that are not members of the European Union, having an equivalent level of protection, in accordance with applicable regulations governing such transfers.

In accordance with this Agreement, you acknowledge being informed that your personal data will be processed for the aforementioned purposes.

You have the right to access, rectify, delete, portability of data, limit processing and control your consents, which you can exercise by writing to us by email at donneespersonnelles@nickel.eu or via your Customer Area (WEB Customer Area or NICKEL Mobile Application).

You may, subject to justifying reasons relating to your situation, object to your personal data being processed, with the understanding that your objection may prevent the operation of your NICKEL account, and consequently, we will be required to close it.



For any additional information concerning the processing of your data, our Data Usage Policy is available as indicated above.

# 4.11. Anti money laundering and counter-terrorism financing & international sanctions

In application of the legal and regulatory provisions related to anti money laundering and countering terrorist financing, we are required to ensure a good knowledge of our clients and to exercise constant vigilance over the origin and destination of the funds deposited in our books.

To this end,

- we may request any additional information about transactions that appear unusual to us, particularly due to their terms, amount, or exceptional nature compared to those processed so far;
- you undertake to provide us with all relevant information about the context of these transactions;
- all transactions carried out on the NICKEL account are likely to be reported by us to the competent authorities.

We are required to comply with international sanctions of any kind imposed by the United Nations Security Council, the European Union, France, the United States of America, and any other applicable sanctions regime (including sanctions taken by countries where FPE is authorised to provide payment services through a branch). As such, it is our policy not to generally perform or engage, directly or indirectly, in any activity for, on behalf of, or for the benefit of any person, entity or organisation subject to such sanctions (economic, financial, or trade sanctions, embargoes, and economic resources freezes, restrictions on transactions with individuals or entities, or on specific goods or territories). In this regard, we may be required to suspend, reject, or block a payment transaction to debit or credit your NICKEL account that may fall under such measures and to close your NICKEL account.



## 4.12. Complaint handling and mediation

If you encounter difficulties or are not satisfied with the services we offer, you can:

- firstly, submit a complaint via the contact form available on the WEB Customer Area or the NICKEL Mobile Application (alternatively, the complaint can be sent by post to FPE - NICKEL, TSA 50501, 44099 NANTES CEDEX 1);
- secondly, contact our Customer Service at 01.76.49.00.00 (Monday to Friday from 8:30 am to 7:00 pm and Saturday from 9:00 am to 6:00 pm);
- finally, contact the Médiateur de l'Association Française des Sociétés Financières to which we have joined, by mail, at the following address: M. le Médiateur de l'ASF, 75854 PARIS CEDEX 17, or by email or by logging onto the Association des Sociétés Financières institutional website (https://lemediateur.asf-france.com/Accueil+Saisine).

You may also submit any dispute arising from an online sales or service contract electronically via the Online Dispute Resolution (ODR) platform available at: https://webgate.ec.europa.eu/odr/.

## 4.13. Applicable Law

This Agreement is exclusively governed by French law.



# **APPENDIX 1**

## **NICKEL - TARIFF CONDITIONS AND LIMITS**

Account Management	€25 per year		
Subscription to remote banking services (Internet, fixed telephone, SMS, etc.)	Free (excluding communication or internet access fees)		
Subscription to products offering account status alerts via SMS per month	Free (Beyond 60 SMS per year: €1 per additional 10 SMS)		
Cash deposit at a NICKEL Point	3% of the deposited amount First deposit at subscription is free NICKEL METAL Card: free		
Funding a NICKEL account by bank card or payment card	2% of the deposited amount		
Receipt of a transfer	Free		
Cash withdrawal at a NICKEL Point	Free for the first three withdrawals per month, then €0,50 per withdrawal from the 4th withdrawal NICKEL METAL Card: free		
Cash withdrawal (for withdrawals in euros, Swedish Krona, and Romanian Leu at an ATM of another institution with an international payment card)**	<ul> <li>NICKEL Card: €1,50</li> <li>MY NICKEL Card: €1,50</li> <li>NICKEL CHROME Card: €1,50</li> <li>NICKEL METAL Card: free</li> </ul>		



Cash withdrawal (for withdrawals in a currency other than euro, Swedish Krona, or Romanian Leu at an ATM of another institution with an international payment card)**	<ul> <li>NICKEL Card: €2,50</li> <li>MY NICKEL Card: €2,50</li> <li>NICKEL CHROME Card: €1,50</li> <li>NICKEL METAL Card: free</li> <li>For ATMs of Global Alliance/Global Network* networks: Exemption from additional fees charged by the operating institution of the ATM</li> </ul>
Payment by card for goods and services at stores or online	Transaction in euro, Swedish Krona, or Romanian Leu: • With NICKEL and MY NICKEL Cards: free • With NICKEL CHROME Card: free • With NICKEL METAL Card: free
	<ul> <li>Transaction in a currency other than euro, Swedish Krona, or Romanian Leu:</li> <li>○ With NICKEL and MY NICKEL Cards: €1 per payment transaction</li> <li>○ With NICKEL CHROME Card: free</li> <li>○ With NICKEL METAL Card: free</li> </ul>
Interbank Payment Orders (TIP) payment	Free

Issuance of a SEPA Credit Transfer	Free
Issuance of a SEPA Instant Credit Transfer	Free
Direct Debit (setup fee for a SEPA Direct Debit mandate)	Free
Direct Debit (fee per SEPA Direct Debit payment)	Free
Provision of a debit card (systematically authorised payment card)	<ul> <li>NICKEL Card: free</li> <li>NICKEL CHROME Card: €30 per year</li> <li>MY NICKEL Card: €10 for the card validity</li> <li>NICKEL METAL Card: €80 per year</li> </ul>



Direct Debit rejection fee for insufficient funds	€10 per rejected direct debit
Administrative seizure fee	Per seizure: 10% of the amount due, capped at €35
Fee per attachment or conservatory seizure	Per seizure: 10% of the amount due, capped at €35
Document search fee	Issuing an IBAN at a NICKEL Point: €1         Reissuance of a Card's personal and confidential code:         ○ NICKEL, MY NICKEL and CHROME CARD: 0,50€         ○ NICKEL METAL Card: free
Replacement of card due to loss, theft, damaged card, blocking, or opposition after 3 incorrect PIN attempts	Replacement of a card at a NICKEL Point: €12,50 Online replacement of a MY NICKEL or NICKEL CHROME Card: €10 Online replacement of a NICKEL METAL Card: €50
Card opposition (blocking) fee by the bank	Free

Cheque processing fee	€3 per cheque
Returned payment fee for all reasons except issuer's insufficient funds	€20 per cheque
In case of non-payment due to insufficient funds by the issuer	Free

Note: Fees are cumulative in case of returned payment for a reason other than insufficient funds. Therefore, you will be charged both the cheque processing fee and the returned payment fee, totaling €23.

\*Global Alliance: agreement between several global banks on their network of ATMs abroad / BNP Paribas Global Network: global network of ATMs operated by the BNP Paribas Group.

\*\*The tariffs presented are those applied by FPE. Third-party institutions may sometimes apply foreign exchange fees or commissions.



#### Limits

Default limits are set upon opening your NICKEL account and are outlined below. They apply upon the final activation of your NICKEL account (see Article I.2 – "Opening a NICKEL account"). These limits may be modified based on the information you provide or in accordance with the provisions of Article III of the Agreement.

Withdrawal limits	
Default limit	NICKEL and MY NICKEL Card: €300 per week
	NICKEL CHROME Card: €500 per week
	NICKEL METAL Card: €700 per week

Card Payment Limits	
Default Limit	NICKEL and MY NICKEL Card: €1,500 per month NICKEL CHROME Card: €2,000 per month NICKEL METAL Card: €2,500 per month
Maximum Limit	€5,000 per month

Limits for transfers	
Outgoing SEPA Credit Transfer	€30,000 per month
Outgoing SEPA Instant Credit Transfer	€1,000 per month

The limits for cash deposits at a NICKEL Point and for funding the NICKEL account by bank card or payment card are fixed at  $\in$ 950, cumulative over a 30-calendar-day period from the account opening date, with no possibility for increase.

Limits applicable to NICKEL Accounts for minors <sup>1</sup>	
Card payments	€350 per month

<sup>&</sup>lt;sup>1</sup> From the age of 16, minors may be eligible for the limits applicable to adults.



Cash withdrawals	€150 per week
Cash deposit and funding by bank card or payment card	€250 per week
Outgoing SEPA Credit Transfer	€350 per month
Outgoing SEPA Instant Credit Transfer	€1,000 per week



## **APPENDIX 2**



#### WITHDRAWAL FORM

Form relating to the withdrawal period (provided for in article L. 121-20-12 of the French Consumer Code).

Withdrawal procedure:

- Send a registered letter with acknowledgement of receipt to Financière des Paiements Électroniques at the following address:
  - **FPE NICKEL**

TSA 50501, 44099 NANTES CEDEX 1

- no later than 14 days from the conclusion of the Agreement
- legibly and fully completed

This withdrawal is only valid if sent before the expiration of the 14-day period, legibly and fully completed.

WITHDRAWAL OF THE AGREEMENT			
-	t (2) that I had concluded on		
	be returned to the FPE address above.	on	in two original
	Signature of the account holder preceded by the mention "Read and approve	d"	
(1) First and last name of t	the Customer(s)		

(2) Withdrawal of the Agreement will result in the termination of the latter in all its components.

Financière des paiements électroniques, S.A.S. au capital de 770 440 euros, RCS Créteil B 753 886 092, TVA intracommunautaire FR80753886092. 1 place des Marseillais, 94220 Charenton-Le-Pont.