# Deblock SAS Client Terms and Conditions

*Version: 13*
*Date: 13 March 2026*
*Effective date: 13 March 2026 for new clients and 19 May 2026 for clients whose onboarding was completed before 13 March 2026.*

Deblock ("Deblock") is a simplified joint stock company with a capital of €2,500,000, whose registered office is located at Spaces Shake Building - 612 Rue de la chaude rivière 59800 Lille, France, registered under number 948 264 163 in the Trade and Companies Register of Lille. Deblock is licensed as an electronic money institution by the ACPR under number CIB 17748, and a Crypto-Assets services provider, licensed by the AMF under license number A2025-001.

The ACPR is established at 4 Place de Budapest - 75436 Paris Cedex 09 and the AMF is established at 17, place de la Bourse - 75082 Paris Cedex 02.

Deblock's authorisation relates to the provision of services in connection with electronic money, payment services, and Crypto-Assets. This means that Deblock is providing a regulated service when:

A. Deblock issues e-money, and when the Client makes payments with Deblock in fiat money via the Deblock app;

B. the Client buys, sells or converts Crypto-Assets using Deblock's infrastructure;

C. Deblock executes an order on behalf of Clients.

# 1. About these T&Cs

## 1.1. Purpose

These Terms and Conditions ("**T&Cs**", the "**Terms**") constitute a legally binding agreement made between Deblock Customers (the "**Client**"), and Deblock SAS ("**Deblock**", "**We**", "**Us**"), concerning the Client's access to and use of the services provided by Deblock, as described below, and such other services that may be offered by Deblock from time to time (the "**Deblock's Services**", or the "**Services**"), whether through access by the Deblock Mobile App as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, at the exclusion of the Deblock Mobile App, the "**Sites**"). The Client agrees that by accessing the Deblock Mobile App or the Sites, they have read, understood, and agreed to be bound by all of these Terms. If the Client does not agree with all of these Terms, then they are expressly prohibited from using the Deblock mobile App or any of the Sites, and they must discontinue use immediately.

Deblock provides information or documents to the Client on a durable medium when required. The Client acknowledges that the service is provided exclusively electronically, that they are equipped with an internet connection and an e-mail address. The Client thus acknowledges that the use of a durable medium by Deblock to communicate communication information or documents is adapted to his situation and that he is able to read this information and documents on a durable medium. The Client acknowledges being informed, and accepting without reservation, that statements such as account statements, notices and all other documents provided for by the regulations in force will be communicated electronically.

By signing up to use the Deblock App or Services the Client agrees that they have read, understood and accepted all of the terms and conditions contained in these Terms, including Deblock's Privacy Policy.

## 1.2. Enforceability and Proof

These Terms are made available to the Client on the Website and mobile App. They may also be communicated to the Client by email, in addition to the automatic communication and validation of the Terms when the Client's Account is created and when a Transaction is realised, which signifies accepting the Terms. The Client understands that executing a Transaction via and through her/ his Account constitutes the final execution of the agreement between the Client and Deblock. As a consequence, she/ he expressly waives the 14-day retraction period she/ he is entitled to under Article L. 222-7 of the French Consumer Code. As a consequence, she/ he will only be able to terminate her/ his use of the Deblock Services by closing her/ his Deblock Account, which may result in financial consequences, as further described in the present Terms. Provided that the Client hasn't executed any transaction within the 14 days following her/ his creation of a Deblock Account, she/ he may terminate her/ his use of the Deblock Services, and close her/ his Account, by contacting customer support at support@deblock.com.

These Terms are also automatically communicated to the Client whenever they are updated. As a result, the Terms and their subsequent modifications are opposable to the Clients who acknowledge having been informed of them and accept them. Communications, Services and Client documents are archived on a reliable and durable medium in accordance with Article 314-5 of the AMF General Regulation ("**GRAMF**"), and L222-4 of the French Consumer Code.

## 1.3. Language

These Terms may be translated into English in order to facilitate their understanding by Customers. Notwithstanding this translation, it is expressly agreed between the Parties that in the event of a dispute, only the French version of these Terms shall be binding between the Parties.

## 1.4. Modification

Deblock has the right to change the Terms at any time. We'll only change these Terms for the following reasons:

- if we think it will make them easier to understand or more helpful to the Client;
- to reflect the way Deblock's business is run, particularly if the change is needed because of a change in the way any financial system or technology is provided;
- to reflect legal or regulatory requirements that apply to us;
- to reflect changes in the cost of running Deblock's business; or
- because we are changing or introducing new services or products that affect Deblock's existing services or products covered by these Terms.

In the event of a modification of the Terms, the new version of the Terms is subject to the acceptance of the Customer who has 60 days to decline it. After this period of 60 days and if the Customer has not declined them, the Terms will come into force and will be applicable to any Service carried out by the Customer. If the Client declines the new version of the Terms, the Client must withdraw the funds held in their Client Account within the period of 60 days, at the end of which their Client Account will be closed under the conditions of Article 9. The version of the Terms applicable are those in force at the date of the performance of a Service. The Customer is advised to save the Terms in force on the day of the completion of the Services he has used, notwithstanding the archiving rules implemented by Deblock.

## 1.5. The invalidity of a clause

The invalidity of one of the provisions of these Terms shall not invalidate the entire Terms.

# 2. Definitions

« **AML-FT** » means the fight against money laundering and the financing of terrorism within the meaning of the Monetary and Financial Code and giving rise to the implementation of a system for evaluating client transactions in accordance with the regulations in force in France and Europe.

« **Crypto-Asset** » means a digital representation of values or rights that can be transferred and stored electronically, using blockchain or similar technology. Crypto-Assets are legally defined under French law, as:

The tokens mentioned in Article L. 552-2 of the Monetary and Financial Code (« **MFC** »), excepting those fulfilling the characteristics of the financial instruments mentioned in Article L. 211-1 MFC, and the savings bonds mentioned in Article L. 223-1 MFC;

Any digital representation of value that is not issued or guaranteed by a central bank or public authority, that is not necessarily attached to legal tender and that does not have the legal status of money, but that is accepted by natural or legal persons as a medium of exchange and that can be transferred, stored or exchanged electronically.

Please note that this definition can be amended from time to time.

« **Deblock Account** », or « **Client Account** » means the Client's Non-Custodial Wallet and the Client's E-Money Account.

« **Deblock Services** », or « **Services** » are the products and services offered to Deblock account holders. The availability of these services varies between regions but within the context of customers of Deblock SAS who are in France. For more information see section 2.

« **Deblock App** » is the application to and from which the Services are accessible to authorised Account Holders.

« **E-Money** » means an electronic store of monetary value on the Client's E-Money Account that may be widely used for making payments to entities other than Deblock.

« **E-Money Account** » means the account that holds the Client's E-Money.

« **Non-Custodial Wallet** », or « **NCW** » means the wallet on which the Client stores, tracks, transfers and manages the Client's balances of Supported Crypto-Assets. The Client is the only one to know and have access to the Crypto-Assets private keys, which are used to process transactions on the Client's Crypto-Assets. This means that the Crypto-Assets are always under the Client's control, and Deblock is never at any point the custodian. The wallet is offered by Techblock Ltd and the Customer signs specific T&Cs with the latter.

« **Supported Crypto-Assets** » means those Crypto-Assets as available to trade or to be stored in the Client's Non-Custodial Wallet. Supported Crypto-Assets may vary depending on jurisdictions.

« **Private Key** » Private keys relate to the alphanumeric key which enables Deblock customers to access their Non-Custodial Wallet and perform transactions on this wallet. The private key is known only to the Client in the instance of NCWs.

« **Encryption Key** » is the key which is able to encrypt, and decrypt the Private Key Shard of the Client.

« **Identity Verified Status** » is the status given to Deblock Clients who have passed the KYC compliance checks of Deblock.

« **Occupation Information** » is information pertaining to the job status of the Client.

« **Purpose of Account Information** » is information pertaining to the intended use of the Client's Deblock account following the commencement of a business relationship.

« **Sensitive Operations** » are the actions of a user which are of particular sensitivity due to the vulnerability of these actions leading to fraudulent activity.

« **Transaction(s)** » means any transaction carried out using either E-Money or Crypto Assets.

« **Key Smartphone** » is the primary smartphone of the Deblock user from which they can perform Sensitive Operations, via a strong authentication.

# 3. General rules applicable to Services

The Client must register for a Deblock Account to use the Deblock Services. The Client will need to complete certain verification procedures before the Client is permitted to use the Deblock Services through access to the Client's Deblock Account, as detailed further below.

Deblock may, in its sole discretion, refuse to open a Deblock Account or suspend or terminate the Client's E-Money Account.

## 3.1. Crypto-Assets Services

| Service | Description |
|---|---|
| **On-Ramping of Crypto Assets** | The Client can exchange FIAT currency to Crypto-Assets of their choosing from Deblock's Supported Crypto Asset list, at a pre-stated fee and price. These Crypto-Assets will arrive after the exchange in the Client's NCW. |
| **Off-Ramping of Crypto Assets** | The Client can exchange Crypto-Assets in Deblock's Supported Crypto Asset list from the Client's Non-Custodial wallet to the Client's E-Money Account at a pre-stated price and fee. |
| **Crypto Swaps** | Exchange of one Crypto Asset for another at a pre-stated price and fee. |

## 3.2. Services Facilitated by the E-Money Account

| Service | Description |
|---|---|
| **E-Money Account** | The Client's E-Money Account will be created once the Client passes Deblock's onboarding requirements. This account will be unique and denominated by the Client's own IBAN.<br>The funds within this wallet are safeguarded in accordance with Directive 2015/2366/EU (PSD2). |
| **Outbound SEPA Credit Transfers** | The Client is able to make euro payments to accounts external to Deblock from the Client's e-money account, via SEPA Credit Transfers. These transactions can take between 1 and 3 business days, depending on the Client's recipient's banking partner. |
| **Inbound SEPA Credit Transfers** | The Client is able to receive euro payments from accounts external to Deblock to the Client's Deblock E-Money Account, via SEPA Credit Transfers. These transactions can take between 1 and 3 business days, depending on the Client's recipient's banking partner. |
| **Outbound SEPA INST Transfers** | The Client is able to make euro payments to accounts external to Deblock from the Client's E-Money Account, via SEPA INST. These transactions can take less than 10 seconds to process. |
| **Inbound SEPA INST Transfers** | The Client is able to receive euro payments from accounts external to Deblock to the Client's Deblock E-Money Account, via SEPA INST. These transactions can take less than 10 seconds to process. |
| **P2P user transactions** | Send and receive funds from other Deblock users within the App, seamlessly. |
| **Physical Card Issuance** | Deblock will issue the Client a unique Deblock Debit Card. |
| **Outbound Card Transactions** | The Client is able to make outbound card transactions such as e-commerce, outbound card top-ups to external e-money accounts, and so on. |
| **Inbound Card Top-ups** | The Client is able to receive funds into the Client's Deblock E-Money Account via a card the Client owns external to Deblock. |
| **ATM Withdrawals** | The Client is able to retrieve cash from ATMs using the Client's Deblock card. |
| **3D Secure Checkouts** | When making a card payment to merchants, or other businesses the Client can securely authorise these payments |

| | |
|---|---|
| | via the Client's Deblock app to prevent card takeover fraud. |

## 3.3. Restrictions

### 3.3.1. Restrictions Relating to the Customer

The Service for Clients is reserved exclusively for the personal use of the Client. The Client Account opened under the present T&Cs is intended to record the transactions of the Client relating to his / her private life only, to the exclusion of all transactions executed for professional purposes or in its quality as a professional.

This prohibition also applies to founders of individual companies, self-employed persons, auto-entrepreneurs and micro-entrepreneurs within the meaning of the Commercial code.

The Customer Account is strictly personal. It is forbidden for the holder of the Individual Customer Account to lend it or to dispose of it. Any assignment or transfer of a Deblock Customer Account to a third party is strictly prohibited and will result in the termination of the Customer's access to the Service by Deblock without notice.

The Customer declares that at the time of registration to the Service:

- He/she is over 18 years of age;
- He/she isn't under any legal or judicial prohibition, nor of any incapacity;
- All the information provided during registration is honest, accurate and up to date, and they will inform Deblock of any change to this information;
- He/she acts on his/her own account and in his/her own interest;
- She/he doesn't already hold a Deblock Customer Account;
- She/he isn't a "US Person" or assimilated to, i.e. they are not an American taxpayer within the meaning of the American tax administration and the Foreign Account Tax Compliance of March 18, 2010

It is up to the Customer to provide a written communication to Deblock or via updating details within the App of any change relating to their user circumstances for the Service in particular in the event of a change of contact details (telephone number, address, email), of professional activity, civil status, capacity, marital status, nationality, address (home, tax and postal) or identification details concerning any agents and status (especially in the event of acquisition of the status of US citizen or of the Green Card).

Such changes shall be communicated by the Client in writing and without delay to Customer Support at the following address: support@deblock.com. Deblock isn't responsible for any consequences resulting from a customer's failure to comply with its obligations. Appropriate supporting documents shall be provided by the Customer on a voluntary basis and upon request by Deblock. If the Customer fails to provide Deblock with the changes in his/ her situation and the supporting documents requested by Deblock, Deblock may restrict or cease the provision of the services to which the Customer has access and close the Customer Account.

The Customer can modify some of the personal data given when subscribing to the Service via the Deblock Application or Customer Care Service (support@deblock.com).

### 3.3.2. Restrictions relating to transactions

Please act reasonably and responsibly when using the Client's Deblock account, or any service we provide to you under it. The Customer is prohibited from using the Services to purchase goods or services related to illegal activities, or, contrary to public order or, morality, including in particular but not limited to the following activities or behaviours:

- for illegal purposes (for example, committing fraud);
- in a way that we reasonably believe might harm Deblock's ability to provide its Services;
- use funds in relation to Deblock's Services which come from illegal sources;
- for any transactions to receive cash other than making a withdrawal from an ATM (cash machine);
- to control or use a Deblock account that's not the Client's;
- to give Deblock cards to any other person;
- to allow anyone else to have access to or use the Client's Account or the Deblock App;
- to attempt to exploit any vulnerability, circumvent any security measures we have in place or interfere with or otherwise harm the proper working of Deblock's Services, the Deblock app and any Deblock service or otherwise introduce, nor permit the introduction of, any viruses, bugs, glitches, spyware, malware, adware or other harmful or deleterious programs, material, code or software (any "virus") into Deblock's systems;
- to use Deblock's Services in such a way as to constitute a tax evasion or avoidance offence or any facilitation of any tax evasion or avoidance offence;

- to abuse, exploit or get around any usage restrictions set by a service provider the Client's Deblock card registered with. For example, the Client must only use one Deblock card for any particular service provider that offers a free subscription or trial period;
- to trade in foreign currencies for speculative purposes (that is, to take advantage of any expected rise or fall in the value of a currency) or to take advantage of discrepancies in the foreign exchange market;
- whose nature is directly or indirectly threatening, insulting, defamatory, discriminatory, racist, xenophobic, homophobic or damages the honour or reputation of others;
- that degrade or damage human dignity;
- that incite the execution of an offence, a misdemeanour, a crime or an act of terrorism or that praise war crimes or crimes against humanity;
- that offer or propose to offer online gambling and betting services not authorised by regulations (including, where applicable, the services of instant wins) or gambling services, prohibited by regulations, based on the requirement of a financial sacrifice by the player in the hope of a reward of any kind whatsoever;
- that allow third parties to obtain illicit substances or products directly or indirectly;
- subject to a specific legal regime and exercised in violation of said regime (e.g. travel agents, medical professions, legal professions, etc...);
- linked to the acquisition, use or transfer of crypto-currencies or funds for unreasonable, abusive or professional use and/or as part of an overall fraudulent transactional scheme in the absence of specific security protocols and monitoring of financial flows.

Also, Deblock Accounts are not intended to serve as a channel for cash flow between different accounts or payment means. "Round trip" transactions, particularly between a deferred debit account and an immediate debit account, constitute improper use of Deblock Services. In the event of repeated use of this type of operation, Deblock reserves the right to close the Deblock Customer Account and/or levy a penalty (see Pricing & Limits appendix) for non-compliance with these T&Cs, taken directly from their Deblock Account before closing the Customer Account. If the Customer wishes to obtain more information about the limits of the conditions of use, they can contact Customer Support at the email address: support@deblock.com.

If the Service is used to purchase products or services resulting from such activities, the Customer Account will be closed. In addition, the Customer will be liable to a penalty (see

Pricing & Limits Appendix) for non-compliance with these T&Cs, taken directly from his/her Customer Account before its closure.

## 3.4. Opening an Account

The Client must be 18 or over and a legal resident in the European Economic Area to open a Deblock Account.

By using the Client's Deblock Account, the Client agrees and represents that they have created their Deblock Account, and that the Client will use their Deblock Account only for themselves, and not on behalf of another third party. The Client accepts full responsibility for any person it would authorise access to its Account's use of the Deblock Services, whether such use is directly through the App, the Sites, or by any other means. The Client is fully responsible for all activity that occurs on their Deblock Account. The Client understands and agrees that she/ he is responsible for any and all orders, trades, and other instructions entered into or through its Account.

When the Client asks us to open an account, we or someone acting for us will ask for information about the Client and where the money the Client will put in the Client's account comes from. We do this for a number of reasons to meet Deblock's legal and regulatory requirements. Deblock's Privacy Policy explains more about how we use the Client's information for compliance with Deblock's regulatory requirements. When we have the information we need, and that the Client has successfully passed Deblock's KYC compliance tests, we will open the Client's account. Passing these compliance tests will give the Client an Identity Verified Status.

The Client can't:

- open more than one Deblock account;
- use a Deblock personal account for business purposes;
- use Deblock's Services on behalf of any other person or entity, unless Deblock has priory and expressly consented to.

To meet Deblock's legal and regulatory requirements we might sometimes need to ask for more information about the Client (for example, if the Client's spending increases). Please provide this information quickly so that there is no disruption to the Client's Account and/ or Deblock's Services.

### 3.4.1. Identity Proofing and Verification

**Purpose of Identity Proofing:** As part of our commitment to ensuring the security of your account and personal information, we perform identity proofing. This process is designed to verify your identity according to the applicable law and prevent fraud and unauthorised access to your account.

**Acceptance of Identity Proofing**: By using our services, you agree to undergo identity proofing processes as required. These processes may include providing identification documents, answering security questions, or other methods as deemed necessary by Deblock. Identity documentation accepted are either physical or digital government issued identity documents from governments within the Schengen region.

**Identity Proofing Context:** The context for this identity proofing is to protect your financial transactions, safeguard your sensitive data, and comply with legal requirements. This process is fundamental to maintaining the security of your account and the integrity of our services.

**Related Terms and Conditions:** You agree that any information provided for the purpose of identity proofing may be used by Deblock solely for that purpose. Deblock will handle this information in accordance with our Privacy Policy. Failure to provide accurate information, or hindering the identity-proofing process, may result in temporary or permanent suspension of your account.

### 3.4.2. Gaining an Identity Verified Status

Deblock Services only become available to users after they gain an Identity Verified Status. Deblock will collect information from the Client as part of this **remote identification verification** process.

The Customer performs **remote identification verification** by sending the following identification data from the Deblock Remote Identification Process:

A) Their phone number and email via the onboarding process. This will validate whether the client has previously opened a Deblock account, or has attempted to remotely identify previously at Deblock.

B) A colour video, with a minimum resolution of 720p (280 × 720 at 25 frames per second), without digital alteration or the presence of effects or filters, with a valid official identity document in their name, carried out by the user through their mobile phone and comprising the realisation of movements of the title in front of the video sensor; this title must be issued by a Member State of the European Union ("EU"), or by the Principality of Monaco or Andorra or the Swiss Confederation and contain an MRZ strip ("Machine-Readable Zone" or zone optical reader).

It is specified here that only official identity documents certifying both the identity and the nationality of their holder are accepted, namely:

- For French nationals, nationals of other Member States of the European Union, of a State party to the agreement on the European Economic Area or of the Swiss

Confederation, the national identity card OR the passport OR the driving licences issued according to the EU standards ;

- For nationals of third countries residing in France where their residence permit, drawn up according to the model provided for by Regulation (EU) No. 2017/1954 of the European Parliament and of the Council of 25 October 2017 establishing a uniform model of residence permit for third-country nationals and issued by the State of residence.
- For nationals of third countries exempt from the obligation of a short-stay visa who do not reside in the territory of the European Union, in a State party to the Agreement on the European Economic Area or the Swiss Confederation, the passport, provided that the issuing country provides the means necessary to verify the validity of the document. If the exemption from the visa requirement is accompanied by the obligation to have an electronic passport, only the electronic passport is recognized as the authoritative source for the country concerned.

C) Realisation of a "video selfie", i.e. a video capture of the user's face, at a minimum resolution of 720p (1280 × 720 at 25 frames per second) without digital alteration or presence of effects or filter, during which the Individual Client is asked to identify himself and/or to utter a random sentence orally; the "selfie-video" must also be made, in an appropriate setting and outfit, Deblock retaining the right to refuse any selfie-video that contravenes this directive.

The Individual Customer remains free to choose during the remote identification process to obtain the status of an "Identity Verified" user to use the biometric device or not and can choose to use another mode of authentication offered by Deblock, without additional constraint, nor incentive or particular consideration.

The Individual Customer will also be asked to enter their residential address during the main remote identity verification process.

D) A qualified electronic signature based on a qualified certificate issued by a qualified trust service provider registered on a national trust list, corresponding to measure 6° of article R561-5-2 of the Monetary and Financial Code. In this context, the Customer undertakes to provide accurate identification data. The Customer acknowledges that in the event of transmission of erroneous data, Deblock reserves the right to reject the identity verification. In the event of a change in the data used to identify the Client, Deblock reserves the right to initiate a new qualified signature procedure.

E) Deblock will additionally collect Occupation Information, Purpose of Account Information, and Citizenship, from the prospective client.

#### 3.4.3. Keep us in the loop of any changes

Please keep the Client's details up to date and let us know immediately if any information you've given us changes. If we discover that any of the Client's information is incorrect, we will ask the Client to provide us with updated or complementary/ supplementary information about it.

## 3.5. Monitoring operations

Customers can monitor transactions relating to their Deblock Customer Account (debits and credits) directly from the application. On request, they can obtain a free transaction report in electronic format from the Customer Support team at the email address support@deblock.com or via the chat functionality within the App.

Additionally, monthly statements will be made available in the App as well as annual fee statements. The Customer can download these through the App.

We will send a notification to the Client's mobile device each time a payment goes into or out of the Client's Account. The Client can turn off these notifications, but if they do, the Client should regularly check their payments on the Deblock App. It's important that the Client knows what payments go into and out of their account, so we recommend that the Client does not turn off their notifications.

Customers are encouraged to check the information contained therein in order to assert their rights as soon as possible if necessary.

We'll usually communicate with the Client through the Deblock app. This is how we will provide account information and tell the Client about any fraud, or suspected fraud, relating to the Client's account. It is also how we will tell the Client if there is a security threat to the Client's account. To enhance this process Deblock may collect additional information outside of the identity proofing process, and after onboarding to Deblock.

## 3.6. Account Security

As further detailed in these Terms, Clients are responsible for creating a strong password and maintaining security and control of any and all devices, IDs, personal identification numbers, passwords, hints, API keys or any other codes that Clients use to access their Clients Account (together, the "**Credentials**"). Any loss or compromise of the Client's Credentials and/or their personal information may result in unauthorised access to the Client's Account by third parties and the loss or theft of any Digital Assets and/or funds held in the Client's Account, and any associated accounts, including Client's related bank account(s) and credit card(s) linked bank account(s) and credit card(s).

In case Deblock suspects unauthorised access to the Client's Deblock Account, Deblock will send you an email or text message (depending on the means of communication indicated as favoured by you). Please keep your email address and telephone number up to date in the App in order to receive any notices or alerts that Deblock may send you.

**Deblock will never under any circumstances ask you for your passwords, 2-factor authentication codes, private keys, or any form of Credentials.**

Deblock assumes no responsibility for any loss that the Client may sustain due to compromised Credentials due to no fault or default of Deblock.

# 4. E-Money Services

The Client's Account is a "virtual" account that holds the Client's E-Money. It may hold e-money in different currencies at the same time. The currencies that are supported in the Client's Deblock Account can be found on the Deblock Website, or on the app.

E-money is an electronic alternative to fiat currencies (currencies such as the British pound sterling, the U.S. dollar and the Euro, etc.). If the Client or someone else gives us money in one currency, we'll issue an equivalent value of e-money in that currency. We'll store the e-money in the Client's Account, and other people will accept it as payment. In these terms, we use 'money' to refer to E-Money.

## 4.1. Payment transactions

### 4.1.1. Bank transfers

**Inbound payments**

When the Client adds money by bank transfer, the Client must use the account details stated in the Deblock App. When we receive the money we will add the equivalent value of e-money to the Client's Account. The Client should follow the prompts from the App carefully to avoid any delays. The account details the Client must use to add money to their Account will depend on the currency of the money the Client is adding. For example, if the Client wants to add money to the Client's account in Euros, the Client must use the Client's 'Euro account' IBAN stated in the Deblock app.

**Outbound payments**

It's easy to send money to the Client's or someone else's bank account. The Client can make a one-off payment or set up a recurring payment. Just enter the sort code and account number (or, for international payments, the IBAN) of the account you're sending money to in the Deblock App, and follow the prompts. We may need to ask for other information as well.

### 4.1.2. Card top-ups

The Client can add money to their Account using a card registered with us (we call this the Client's "stored card") or by bank transfer. The Client's stored card must be in the Client's name and issued by an EU or UK financial institution.

If the Client uses a stored card or a bank account that is in one currency to add money to the Client's Account in another currency, the Client's bank or card provider may charge a fee.

**Auto-add**

We know that it's important to be able to make payments from the Client's Account whenever the Client wants. The Client can authorise us to add money to the Client's account from the Client's stored card whenever the value of money in the Client's account drops below a certain amount. Deblock calls this an auto-add. The Client can cancel an auto-add at any time through the Deblock app.

### 4.1.3. Paypal top-ups

Clients residing in eligible countries (for example Clients who provided an address in Germany or Italy) may add funds to their Account using their PayPal account via the Deblock application.

To complete a top-up via PayPal, the Client will be redirected to PayPal's secure environment in order to authenticate and approve the payment in accordance with PayPal's applicable terms and conditions. Once the payment is approved, the corresponding amount will be credited to the Client's Account, subject to successful processing. Fees may apply to PayPal top-ups, as detailed on Deblock's applicable fees page.

### 4.1.4. Peer to Peer payments

The Client can send money to, and receive money from, other Deblock accounts. Deblock calls these sorts of payments Peer to Peer payments. All Peer to Peer payments are received immediately.

The Client can make a Peer to Peer payment to another Deblock user's account by choosing them from the contacts list in the Deblock app, by using their username, or by using any other method Deblock provides to identify them, and following the prompts.

### 4.1.5. Debit Card

#### 4.1.5.1. ATM withdrawal

The Client can also make payments or withdraw cash using the Client's Deblock card. When the Client uses the Client's Deblock card to make a withdrawal from an ATM or make a payment (for example, in a shop or restaurant), Deblock will consider the payment to be authorised by the Client, unless:

- The Client lets Deblock know that the money has been stolen from the Client's account; or
- The Client demonstrates that Deblock hasn't carried out the Client's instructions correctly.

Sometimes Deblock might charge the Client a fee for making withdrawals. The Client can read about these fees on Deblock's Fees dedicated page.

#### 4.1.5.2. Non-EUR card payments

When the Client makes a card payment in a currency other than EUR (a "Non-EUR Card Transaction"), the amount may be converted into EUR by reference to the exchange rate applied by the relevant card scheme and/or Deblock's payment processing partners (as applicable).

In connection with that conversion, Deblock may charge a foreign exchange markup (the "Non-EUR Markup") as described below and specified on Deblock's Fees page ("Fees Page").

The Non-EUR Markup is detailed on this Fees Page, which forms an integral part of these Terms.

For Standard users, Deblock will charge a Non-EUR Markup on all Non-EUR Card Transactions. The Non-EUR Markup may be included within the exchange rate applied or shown separately as a fee, depending on how the transaction is processed.

Deblock reserves the right to charge the same Non-EUR Markup to all users, regardless of their plan, where the Non-EUR Card Transaction is processed under one of the following Merchant Category Codes ("MCC"). The MCC is determined by the merchant and/or its acquirer, and Deblock is not responsible if a merchant is incorrectly classified or if this list is incomplete:

**Financial services / money movement:** 0011 — Financial institutions (manual cash disbursements); 4829 — Money transfer services (remittance, wallets, PayPal-type flows); 6010 — Financial institutions (manual cash disbursements); 6011 — ATMs; 6012 — Financial institutions (merchandise & services); 6211 — Security brokers / dealers; 6529 — Remote stored-value load (general); 6530 — Remittance transfers; 6531 — Funding transactions (wallets, prepaid, stored value); 6532 — Payment transaction – member financial institution; 6533 — Payment transaction – merchant; 6534 — Money transfer – business; 6535 — Intra-account transfer; 6536 — Money transfer – consumer; 6537 — Money transfer – foreign exchange; 6538 — Money transfer – funding; 6760 — Savings bonds / government-backed savings; 9406 — Government-owned lotteries & gaming (often classified as public-sector payments).

**Crypto / quasi-cash:** 6050 — Quasi cash – customer financial institution; 6051 — Quasi cash – merchant.

**Gambling & betting:** 7800 — Government-owned lottery; 7995 — Gambling transactions (casinos, online betting).

**Retail (non-financial):** 5094 — Precious stones & metals; 5944 — Jewelry stores.

Where Deblock offers (now or in the future) any waiver, rebate, reimbursement or other benefit in relation to the Non-EUR Markup (including for users on plans that may otherwise benefit from reduced or zero non-EUR fees), Deblock may refuse, cancel or withhold such waiver/reimbursement, in whole or in part, where Deblock reasonably suspects:

- business activity on the Account (including use primarily for business purposes); and/or
- fraudulent, abusive, unlawful or otherwise suspicious activity on the Account, or where necessary to comply with applicable laws, regulations, sanctions, card scheme rules, or requests from competent authorities.

Deblock is not responsible for losses where payments are returned in a different currency. Sometimes, the money you've asked us to transfer to someone is not paid into their account and is returned to us. If we had to carry out a currency exchange when we sent the payment and can show that we did everything right when we return the money to the Client, we will return it in the converted currency or convert it back to the original currency. This means that the amount the Client receives back into their Account might be less or more depending on the currency conversion rate at the time of return. Deblock is not responsible for any losses that this may cause to the Client.

### 4.1.6. SEPA direct debits

The Client can pay direct debits, in euros, from the Client's account to bank accounts held in the Single European Payments Area (all the countries in the EEA plus Switzerland, Monaco and San Marino).

The bank holding the account the direct debit is to be paid to (the payee's bank) is responsible for requesting to Deblock the payment when it is due.

The Client has the power to:

- limit the amount of a SEPA direct debit and/or how often it is paid from his account;
- cancel SEPA direct debits paid from his account; and
- choose to only allow SEPA direct debits to be paid to certain payees.

The Client can contact us through the app in order to do this.

Once a SEPA direct debit is set up, the payee's bank will request it on the business day before it is due and Deblock will pay it on the due date. If the due date is a non-working day for the payee's bank, it will reach the bank on the next working day.

## 4.2. Open Banking

The Client can allow other providers to have access to the Client's Deblock account information or make payments from the Client's Deblock Account on the Client's behalf. These providers are often referred to as "open banking providers" or "third-party providers". These providers need to be authorised by a regulator to provide these services to the Client (such as the European Banking Authority, if the provider operates in the EU). If the Client is thinking of using an open banking provider or third-party provider, the Client should ask them for details of their authorisation and check this themselves (the Client can do this by checking the regulator's online register of authorised providers).

When the Client accesses the Client's Deblock account via an open banking provider or third-party provider, Deblock's terms and conditions still apply to the Client's use of the Client's Deblock Account.

Sometimes we might have to block an open banking provider's or third-party provider's access to the Client's Account (for example, if we're concerned about fraud if they don't have the authorisation they need or if there are legal or regulatory reasons for doing so). If we do this, Deblock will try to let the Client know beforehand or as soon as possible afterwards, unless it would be unlawful to do so or there are valid security reasons why we can't. We'll also unblock the third-party provider as soon as the reasons for denying them access no longer exist.

The Client also has the right to block an open banking provider's or third-party provider's access to the Client's Deblock account. The Client should contact us if they think a provider is acting without the Client's consent.

When the Client uses an open banking provider or a third-party provider, they authorise them and consent to them accessing the Client's Deblock account information or making payments from the Client's Deblock Account on the Client's behalf.

## 4.3. FX

Deblock will allow the Client to exchange multiple FIAT currencies, also described as foreign exchange transactions ("**FX**"). Deblock will access real-time FX rates via trusted third-party brokers, and sign-post the price and fees associated with the FX transaction the Client wishes to make.

The execution of the transactions is as follows:

1. Via the App, the Client indicates their intention to purchase a certain FIAT currency with a different FIAT currency.
2. After having checked the market price with the FX broker, Deblock provides a price to the Client, along with Deblock's corresponding commissions or charges (which may vary depending on the Client's account or plan type).
3. If the Client accepts the price within 30 seconds and holds a sufficient balance in their Fiat Wallet, the Order is validated and may be transferred by Deblock to the FX exchange, and the concordantly alternate FIAT currency balance is credited to the Client's e-money account.

If the Client does not accept the price within the 30-second timeframe or does not hold a sufficient balance, the Order is not validated and the Client must start a new process.

## 4.4. Currency consistency

It's important that any payment to the Client's account is made in the currency of the Client's Account. Otherwise, the payment will be converted to the currency of the Client's account. This means that the Client's Account might be credited with more or less than the Client expected. We won't be responsible for any losses if this happens.

## 4.5. Payment restrictions

Sometimes, we might limit how much the Client can receive into or pay from the Client's Account, or how much the Client can withdraw or spend using the Client's Deblock card. We might also limit the value of currency exchange the Client can carry out at any one time or over a period of time. These limits can change from time to time. Information about these limits is set out in Deblock's FAQs.

## 4.6. Time to make payments

Deblock understands that when the Client makes a payment, one of the most important things is that the person the payment is for receives it on time. When their bank will receive the money depends on what time the Client tells us to make the payment and the currency the Client wants us to make it in. The bullets below explain when we make payments:

- When the Client makes an Instant Transfer to a Deblock account, the Client can provide the Client's payment instructions at any time, and we will receive the Client's payment instructions immediately.

- When the Client makes a payment in EUR to an external account in France, payments usually arrive in the recipient's bank account instantly, or within a couple of minutes. Sometimes these payments can take up to two hours to arrive, but this is uncommon.

- When the Client makes a future dated payment to someone else's bank account (like a recurring payment), the Client can provide the Client's payment instruction at any time, and we will receive the Client's payment instruction the same business day (if the payment is due to come out of the Client's Account on a business day) or the next business day (if the payment is due to come out of the Client's account on a non-business day).

The bullets below set out when Deblock make payments in different currencies:

- If the Client makes a payment in any currency other than £ or € to a bank account in the EEA, once Deblock has taken the payment from the Client's account, it will reach the account of the person the Client is paying up to four working days later.
- If the Client makes a payment in any currency other than £ or € to a bank account outside the EEA, once we've taken the payment from the Client's account, it will reach the account of the person the Client is paying as soon as we can get it there. How long it takes will depend on where the bank of the person the Client wants to pay is.
- If the Client tells us to make a currency exchange the Client will receive the converted e-money immediately.

## 4.7. Payment issues

### 4.7.1. Cancelling a payment

If a payment is scheduled to be paid from the Client's account in the future (like a recurring payment), they can cancel it using the Deblock app at any time before the end of the business day before it is due to be paid.

This means that the Client can't cancel any payment which the Client asks us to make instantly (like an Instant Transfer or currency exchange).

### 4.7.2. Payment error

**Someone has made a mistake**

If something has gone wrong and the person the Client paid, or the person who paid you, is in the EEA, let us know through the Deblock app. The Client needs to let us know as soon as possible, and no later than 13 months after the payment.

The EEA is made up of all the countries in the European Union, plus Norway, Iceland and Liechtenstein.

If the money is not received into the account the Client sent it to because of an error on Deblock's side, we'll refund the payment back into the Client's account. If you've had to pay any charges or interest as a result of Deblock's mistake, we'll refund those too.

If we received a payment on the Client's behalf, but the money was not paid into the Client'sAccount on time, we'll immediately credit the Client's Account with the amount of the payment. These rules don't apply to currency exchanges.

**The Client has made a mistake**

The Client should always check that the Client has entered the correct details for the person the Client wants to pay before they make a payment. It's always a good idea to make a test payment of a small amount (say, €1) to make sure that the Client has the account details correct. The Client should always think about the following:

- Always make sure the Client knows the person the Client is making a payment to. If someone approaches the Client and asks the Client to make a payment to them, but the Client is not sure who they are or what the payment is for, the Client may be a victim of a scam and we may not be able to recover the money for you.
- The contacts the Client sees in the Deblock app are taken from the names and phone numbers they have saved to the Client's own phone. These names and numbers are not verified by us or anyone else. This means that if the Client has saved the wrong number or wrong name to the Client's phone, the Client will pay the wrong person and may lose their money.
- The usernames the Client sees in the Deblock app can look similar to other usernames and are able to be changed by individual users. We take steps to remove any inappropriate usernames, but these usernames are not verified by us or anyone else. This means that if the Client is not sure that the person is who they say they are, the Client may pay the wrong person and may lose their money.

Deblock is not responsible if we make a payment to the person the Client tells us to, even if the Client gave us the wrong account number, username or phone number by mistake. However, if the Client asks us to, we'll try to get the Client's money back for them. We may also try to get the Client information about the beneficiary so that the Client can try to get it back themselves (if the law allows us to). While we will try to do these things, we don't guarantee that we will, and in some cases, we won't be able to. Although we may provide the Client with "confirmation of payee" services for some payments, the ultimate decision on whether to make those payments remains with you. We provide these services to help the Client make a more informed decision, but the information is provided by the institution holding the payee's account, not by us, so we cannot guarantee its accuracy. This means that we, and any third parties we use to provide these services to you, are still not responsible for any payment the Client makes to the wrong account.

#### 4.7.3. Correcting a Payment error

If a payment is mistakenly paid into the Client's Deblock Account, we can reverse the payment or put a hold on it. If we pre-fund a payment into the Client's account (like if the Client receives the Client's salary early via Bacs) and the payment fails to arrive, we can also reverse the payment or put a hold on it.

We can do this even if the Client has spent part of the payment. If the person who mistakenly made the payment makes a legal claim to get it back themselves, we may need to share the Client's information with them.

For these reasons, the Client should always check the Client's account regularly to make sure everything is correct.

#### 4.7.4. Refused or delayed payment

We must refuse to make a payment or delay a payment (including inbound and outbound payments) in the following circumstances:

- if legal or regulatory requirements prevent us from making the payment or mean that we need to carry out further checks;
- if the Client has breached these terms and conditions in a way that we reasonably believe justifies us refusing or delaying the Client's payment;
- if we believe that processing the Client's instruction would break these terms and conditions or that the Client's instruction doesn't contain all the information we need to make the payment or execute transactions properly;
- if the amount is over or would take the Client over, any limit that applies to their Account. We've set out the limits in Deblock's FAQs;
- if there is not enough money available in the Client's Account to make the payment and cover any applicable charge;
- if, even after doing everything reasonably possible, we won't be able to make the payment on time;
- if a third party prevents us from making the payment (for example, if Visa does not allow a payment or cash withdrawal using the Client's Deblock card);
- if the Client owes us money or we intend to exercise Deblock's right of set-off (as explained below);
- if we have asked the Client for important information we reasonably need and the Client has not given us that information; or

- if we have suspended the Client's Account.

We may also refuse to issue a new Deblock card if the Client does not have enough money in their account to pay us to issue or deliver the card.

When we refuse to make a payment, we'll always try to let the Client know. If we can, we'll use the Deblock App to tell the Client that we have refused to make a payment. If you'd like to find out why we refused the payment, and what the Client can do to solve any problem, please contact us through the App.

We won't be responsible for any losses the Client suffers as a result of our refusing or delaying payment.

## 4.8. Title

Title to the E-Money held in your Account, at all times remains with you and is not transferred to Deblock, except as provided herein.

# 5. Non-Custodial Wallet Services

The Client's Deblock Crypto Asset Account is the Client's Non-Custodial Wallet. Deblock has no control over the Client's NCW, nor does Deblock have any ability to move the Crypto-Assets stored through the NCW. The Client alone has control of the means of access to its Crypto-Assets.

Therefore, the Client shall ensure that access to its private key, or to the Credentials or security phrase allowing access to its private key shall remain at all times in a safe place.

Deblock, in combination with third parties, will facilitate the on and off-ramping of the Client's Crypto-Assets when they wish, as well as facilitate swaps.

## 5.1. Supported Crypto Assets

Deblock facilitates a limited number of Crypto Chains (the "**Supported Crypto Chains**").

Your NCW is intended solely for the proper use of assets supported by the Supported Crypto Chains. The Client should under no circumstances attempt to use her/ his NCW to store, send, request, or receive any assets other than those that can be supported on the Supported Crypto Chains. Deblock assumes no responsibility in connection with any attempt to use or transfer Crypto Assets to Client's NCW that can not be supported on the Supported Crypto Chains.

Deblock may in its sole discretion terminate support for any particular Supported Crypto Chain. Such Crypto Assets relying on the Supported Crypto Chains should be sold or transferred to another crypto assets wallet before Deblock removes such Chains from your NCW.

## 5.2. On-ramping and Off-ramping

We offer two main ramping services which allow the Client to:

- On-Ramp: Buy Crypto-Assets using fiat currency.
- Off-Ramp: Sell the Client's Crypto-Assets for Fiat currency.

Deblock leverages third-party liquidity providers to facilitate the ramping process. Deblock remains responsible for any acts of these providers when manipulating the Client's funds or Crypto-Assets.

Deblock will sign-post the fees which will be incurred via an on-ramp and off-ramp process.

You acknowledge that any payments made in the form of cryptocurrencies will have fluctuating value due to the volatile nature of cryptocurrency markets. In the event of a change in the value of the Crypto Assets between the moment of your submission indicating the purchase or sale of a certain number of Crypto Assets, and the moment the payment is made, the amount of assets or purchase price you acquire may increase or decrease as a result of Crypto Assets price fluctuation. You hereby expressly agree to any such adjustment, and understand that Deblock will not be held responsible for incurred losses during the off-ramping and on-ramping process as a result of price movements of Crypto-Assets over the given time interval. It is the Client's responsibility to ensure that the Client accepts or rejects the stipulated indicative rates as provided by Deblock, as well as the fee to be incurred.

### 5.2.1. On-Ramping Order Execution

The process that leads to the validation of an Order by the Client is the following:

1. Via the App, the Client indicates their intention to purchase a certain Crypto-Asset with legal currency.
2. After having checked the market price with the Pricing Provider(s), Deblock provides an indicative price to the Customer, along with Deblock's corresponding commissions and any applicable charges (which may vary depending on the Customer's Plan type).
3. If the Customer accepts the indicative price and holds a sufficient balance in their E-Money Account, the Order is validated.
4. Deblock executes the Order using the Market Price applicable at the moment that the Customer validates the Order.

5. Upon Order execution, Deblock debits the Customer's E-Money Account and transfers the purchased Supported Crypto Asset to the Customer's Self Custodial Digital Wallet.

### 5.2.2. Off-Ramping Order Execution

The process that leads to the validation of an Order by the Client is the following:

1. Via the App, the Client indicates their intention to sell a certain Crypto-Asset against legal currency.
2. After having checked the market price with the Pricing Provider(s), Deblock provides a price to the Customer, along with Deblock's corresponding commissions and any applicable charges (which may vary depending on the Customer's Plan type).
3. If the Customer accepts the indicative price and holds a sufficient balance of the relevant Supported Crypto Asset in their Self Custodial Digital Wallet, the Order is validated.
4. Deblock executes the Order using the Market Price applicable:
    a. For transactions with a notional value lower than €100,000.00 - following the completion of one on-chain confirmation; or
    b. For transactions with a notional value of or greater than €100,000.00 - following the completion of three on-chain confirmations
5. Upon Order execution, Deblock credits the Customer's E-Money Account.

## 5.3. Swaps: The Exchange of Crypto-Assets against other Crypto-Assets

The process that leads to the validation of an Order by the Client is the following:

1. Via the App, the Client indicates their intention to exchange a supported Crypto-Asset for a different supported Crypto-Asset.
2. After having checked the market price with the Pricing Provider(s), Deblock provides a price to the Customer, along with Deblock's corresponding commissions and any applicable charges (which may vary depending on the Customer's Plan type).
3. If the Customer accepts the indicative price and holds a sufficient balance of the relevant Supported Crypto Asset in their Self Custodial Digital Wallet, the Order is validated.
4. Deblock executes the Order using the Market Price applicable:
    a. For transactions with a notional value lower than €100,000.00 - following the completion of one on-chain confirmation; or
    b. For transactions with a notional value of or greater than €100,000.00 - following the completion of three on-chain confirmations.

5. Upon Order execution, Deblock transfers the receiving Supported Crypto Asset to the Customer's Self Custodial Digital Wallet.

Deblock is not responsible for incurred losses during the swap process as a result of price movements of crypto assets. It is the Client's responsibility to ensure that the Client accepts or rejects the stipulated swap rates as provided by Deblock, as well as the fee to be incurred.

# 6. Fees

## 6.1. Payment Fees

We try to keep Deblock's payments free. However, sometimes we have to charge a fee to be able to provide a Service. Where we do, we aim to keep Deblock's fees low. We'll always show the Client any fee that applies to a payment in the app before the Client makes the payment, and the Client can also see Deblock's current fees on Deblock's Fees Page.

The Client will not be charged any fees by us for receiving any payments. The Client will not be charged any fees by us for sending local payments in the Client's base currency either. If the Client makes a payment in another currency or to another country, we may charge a cross-border or SWIFT payment fee. These fees are set out in Deblock's Fees Page. We will disclose these fees and their rationale in the Deblock app before the Client makes a payment. Other banks involved, such as the bank of the recipient(s) of the Client's transaction(s), or intermediary banks (meaning banks that help transfer the money between other banks), also referred to as "open banking providers", or "third-party providers" under Article 4.2. of these Terms, might sometimes charge their own fees on the payment(s) you're sending or receiving. As a result, this could mean that the Client or the recipient(s) of the Client's transaction(s) receive(s) less than expected. For example, the Client could only receive £90 from someone who sent the Client £100 because the other person's bank has charged a £10 fee. This might happen if:

- the bank of the person the Client is sending a payment to or receiving a payment from is within the EEA, and the payment is in a currency that is not the currency of an EEA member state;
- or the Client makes a payment to or receives a payment from someone whose bank is outside the EEA.

## 6.2. FX Fees

The foreign exchange rate we use is set out in Deblock's Fees Page. The Client can always see Deblock's live exchange rate in the Deblock app. The Client can also use the currency converter tools on Deblock's website to understand what exchange rate fee applies when making a currency conversion in the App or when making a transfer or card payment involving currency exchange.

All users can make a set amount of exchanges at this rate every month. The set amount depends on the Client's Paid Plan, and the Client's base currency, and is set out on Deblock's Fees Page. Users who exchange more than their allocated planned amount start paying a fair usage fee (but Premium and Native customers do not, please see details on Deblock's Paid Plans under Article 6.4 of these Terms, and here).

Once we've converted a currency, the Client's transaction history in the Deblock App will show the exchange rate we used too. The exchange rate may change between the time the Client told us to exchange currency and the time we actually carry out the conversion. This means that if the Client asks us to exchange currency, the Client may receive a little more or less back than what the Client had expected.

We're not responsible if the Client loses any money as a result of currency exchange. We're not responsible if you're charged any fees or a different rate by someone else for a currency conversion either. This is because we don't charge those fees or set that different rate. For example, imagine you're travelling overseas and when the Client pays the Client's bill at a restaurant the Client agrees (on the card machine) to pay in the Client's home currency instead of the local currency of the restaurant. When the Client does, you're asking the restaurant (or their bank) to convert the currency for you, and they may charge a fee or use a different rate.

## 6.3. Crypto-Asset related fees

Deblock will signpost all prices and fees associated with the fulfilment of Crypto Asset Services both on Deblock's website, and before the signing of a transaction. The Client can reject the stated price of the transaction free of charge, however on doing so the transaction will not be validated and will be terminated. While Deblock does not have minimum value sizes for Crypto Asset(s), Users should closely monitor the stated fees and costs for doing the transaction.

Clients cannot cancel their transactions once they have agreed on the price of the Order, and signed for its execution. The price for each transaction will be stated for 30 seconds. If the Client does not agree to the price before the 30 seconds lapses, the price will no longer be valid and the stated transaction will not be validated, and consequently terminated. The Client would need to reorder the transaction at a new price set to continue with the operation.

## 6.4. Paid plans

Deblock offers a range of plans to its customers, each of which has different monthly charges, and Service offerings to the Client. For a detailed overview of the Paid Plans pricing please see the Deblock Website, and Fees Page.

## 6.5. Paying Fees

The fees the Client is charged by us are listed on Deblock's Fees page.

If the Client owes us fees (other than fees charged by a third party for making or receiving a payment) or any other amount, we'll take the amount the Client owes us from the Client's account, in the currency of the country the Client lives in (the Client's base currency).

If not enough money in the Client's account is held in the Client's base currency, we'll take the equivalent value from money the Client holds in another currency. If the Client doesn't have enough money in the Client's Account to pay the fees or other amounts the Client owes us, we might recover the amount in another way, as explained below.

The Client may be responsible for paying taxes or costs that apply to payments the Client makes or receives through the Client's Account. Deblock is not responsible for collecting or paying such taxes or levies for you.

If the Client owes us money and the Client doesn't top up the Client's account or repay us within seven days, we can recover the amount by:

- taking the amount the Client owes us from the Client's stored card;
- exercising Deblock's right of set-off; or
- taking other legal steps to recover the money the Client owes us, such as instructing lawyers or debt collectors.

If we take any (or all) of these steps, we might charge the Client Deblock's reasonable costs.

# 7. Risks Disclosure

In addition to any previously disclosed risks in the Terms, you understand that:

- Crypto Assets, including stablecoins, are not legal tender or currencies backed by a government;
- The value of any given Crypto Asset may be unpredictable. Relative to E-Money, the value of any Crypto Asset may be uncertain and subject to volatility. You should be

prepared for prices to fluctuate to an extent that varies depending on the Crypto Asset;

- Trading in Crypto Assets may be susceptible to irrational, sometimes substantial, market forces, and it may sometimes be unclear why the market is moving in a particular direction;
- The character of Crypto Assets is such that it may lead to an increased risk of financial crime;
- Crypto Assets or Crypto Assets related technologies and protocols may be subject to an increased risk of cyberattack, which may result in you not being able to access your Crypto Assets and/or the value of those Crypto Assets diminishing substantially;
- There may be limited or no means for the recovery of lost or stolen Crypto Assets. If you send your Crypto Assets to an incorrect wallet address, it may be impossible for you to recover those Crypto Assets;
- Past performance is not indicative of future results. No representations are being made that any investment will or is likely to achieve profits or losses similar to those achieved through any other achieved in connection with the relevant Crypto Assets, or that significant losses will be avoided.
- Digital Assets may be transacted by means of new technologies, (including for example distributed ledger technologies ('DLT')) and may in the future include technologies not known to exist today. Such new novel technologies may adversely affect Crypto Assets, and may result in such things as anonymity of ownership, irreversibility of transactions, accidental transactions, and concerns regarding transaction recording, and settlement;
- Even though a party may accept a Crypto Asset as payment today, it is possible that the same party or any other party may not accept a Crypto Asset as payment in the future. For example, some merchants that accept certain Crypto Assets today (such as Bitcoin and Ether) may not accept them in the future.

# 8. Security

## 8.1. E-Money protection

When we become aware of a payment for the Client's account, or the Client adds money to it, we issue the equivalent value of e-money to the Client's account immediately. When we receive that payment or the money the Client adds, we quickly:

- place it into one of the dedicated client money bank accounts that we hold with commercial or central banks (client money accounts keep the Client's money separated from Deblock's own money, and the types of banks we can use are set by regulations)

We call this "safeguarding". The time at which we receive a payment for the Client or receive the money the Client add depends on how we receive it:

- We only become aware of inbound bank transfers when they arrive in Deblock's bank account. When we receive these transfers, we issue the e-money to the Client's account straight away.
- When the Client adds money on the Deblock app (for example, by using the Client's stored card, Apple Pay or Google Pay, or some other payment methods), we know the payment is coming before we actually receive it, so we issue the e-money to the Client's account straight away. However, we don't safeguard the money for these payments until we actually receive it. If it's been more than five business days since we issued the Client the e-money but the payment still hasn't arrived, we safeguard the money for you, using Deblock's own money, anyway.

A business day is a day other than a weekend or bank holiday in France.

We keep safeguarding the Client's money until the Client pays it out. This happens when the Client spends or withdraws it using the Client's Deblock card, sends it to another bank account or Deblock user, or spends it in any other way.

### 8.1.1. Insolvency

Safeguarding helps protect the Client if we were to become insolvent. If that were to happen, the Client (and all of Deblock's other customers) would be paid out of the Client's e-money balances from Deblock's client money bank accounts. This process would be handled by an insolvency practitioner, not by us.

However, safeguarding regulations make sure that once any costs related to insolvency are paid out the Client will be paid from Deblock's client money accounts before anyone else. The money in the Client's account isn't covered by the Financial Services Compensation Scheme (because it's safeguarded instead).

However, a court may disagree with Deblock's treatment of your assets as your own exclusive property, and subject them to claims from Deblock's creditors

## 8.2. Account Security

We do everything we can to keep the Client's money safe. We ask the Client to do the same by keeping the Client's security details and Deblock account and card safe.

This means the Client shouldn't keep the Client's security details near their Deblock card or a device the Client uses to access the Client's account, and the Client should disguise or protect them if the Client writes them down or stores them. Don't share the Client's security details with anyone other than an open-banking provider or third-party provider who is acting in line with regulatory requirements. We've explained more about open-banking providers and third-party providers.

Sometimes it's easy to forget to take the steps the Client should take to keep the Client's money safe. Here are a few tips:

- never share the private keys of the Client's NCW with anyone;
- make sure the Client close down the Deblock app (or any other means of accessing the Client's account) when you're not using it;
- keep the devices the Client use to access the Client's Deblock account secure;
- keep the factors used to log into the Client's Deblock account (like the Client's email account and sim card or phone number) secure and don't let other people use them; and
- download the latest software for the device the Client is accessing Deblock from and the latest version of the Deblock app as soon as they are available.

Contact us through the Deblock app, as soon as possible, if the Client's Deblock card is lost or stolen, or if the Client's Deblock card or security details could be used without the Client's permission. If the Client can, the Client should also freeze their Deblock card using the Deblock app. If the Client later realises there's no risk to the Client's Deblock card's security, the Client can unfreeze it.

## 8.3. Strong Authentication

The following activities which can be performed by a user of Deblock will require Strong Authentication. Following connection to their Deblock account, which follows a strong authentication, the individual customer is invited to define a 4-digit code (hereinafter "4-digit code"), which will be requested when performing sensitive operations.

If the individual customer wishes, the authentication via the 4-digit code can be replaced by a biometric authentication managed by their smartphone (fingerprint or facial recognition)[1]. To change their authentication method, the private customer will be asked to authenticate by entering their 4-digit code.[2]

[1] As a smartphone feature, biometric data is not processed by Deblock

[2] If the individual customer wishes to change their 4-digit Code, they are disconnected from their Deblock account and must complete the strong authentication procedure described in section 8.4.

Thus, in order to carry out one of the Sensitive Operations, the individual client is asked to authenticate themselves strongly:

- Either via its 4-digit code: in this case, the user performs a strong authentication by satisfying the criteria of Knowledge (knowledge of the 4-digit code) and Possession (possession of the Key Smartphone)
- Or via biometric authentication: in this case, the user achieves a strong authentication by satisfying the criteria of Inherence (biometrics) and Possession (possession of the Key Smartphone)

### 8.3.1. Payment transactions

The following payment transactions are covered by the strong authentication procedures described in this document:

- Payments between individuals made from the Deblock application (the "App") (including to a savings account), originated from a Deblock account using a Deblock balance as a payment source;
- Payments from a private customer to a business customer made from the App (including donations and gift card purchases), originating from a Deblock Account using a Deblock balance as the payment source;
- Payments from a private customer to a business customer made from the App, made with a bank card registered to a Deblock account as the source of payment when 3D Security is applied;
- Transfers from a Deblock account to an external bank account made from the App.

### 8.3.2. Access to sensitive information

This follows that an individual who wishes to access particular sensitive information on the App must first provide a strong authentication aligned with those laid out in this procedure.

This sensitive information is as follows:

- Access to beneficiary IBANs registered on the individual customer's Deblock application (or retrieved via bank aggregation);
- Access to the accounts registered card numbers created by the individual customer (including expiry dates and CVV);
- Viewing the IBAN associated with the individual user's Deblock payment account

### 8.3.3. Crypto activities

The activities listed below will also require strong authentication before an individual is able to action them via the App.

- Adding a new counterparty wallet in order to transfer funds from a user's non-custodial wallet to the counterparty wallet;
- On-ramping FIAT to Crypto transactions at the point of accepting the rates and fees of the action;
- Off-ramping Crypto to FIAT transactions at the point of accepting the rates and fees of the action; and
- Signing any transaction using the non-custodial wallet.

## 8.4. Fight against money laundering and financing of terrorism

In application of the provisions of articles L.561-2 and subsequent of the Monetary and Financial Code relating to the participation of financial organisations in the fight against money laundering and the financing of terrorist activities Deblock as an Electronic Money Institution and Digital Asset Service Provider, is bound by certain regulations and obligations to fight against money laundering and terrorist financing and against corruption.

As such, Deblock can carry out all the procedures necessary for the identification of the Client and the beneficiary (Know the Client's Customer obligations). It is also required to exercise constant vigilance over the business relationship, in accordance with applicable laws, and to examine the transactions carried out by the Client, ensuring that they are consistent with the current knowledge of the Client. In this respect, they may have to set up monitoring systems and, in the presence of transactions that appear to them to be inconsistent or suspicious, unusual or exceptional, to inquire the Client as to the origin or destination of the funds, the purpose and nature of the transaction or the identity of the person benefiting from it. If it fails to do so, Deblock reserves the right not to execute the transaction or cancel it or terminate the contractual relationship.

The Client also recognises that Deblock may issue reports to the competent authorities (Tracfin alerts for the fight against clandestine financial circuits), voluntarily or on request (response to judicial or administrative requisitions).

The Client acknowledges that Deblock or its Partners may at any time terminate or postpone the opening of the Deblock Client Account, or the execution of an operation in the absence of sufficient information on its object or nature.

In this respect, no prosecution based on Article 226-13 of the French penal code and no civil liability action can be brought against Deblock, its managers or employees who have in good faith made the declarations mentioned in articles L.561-15 and subsequent of the Monetary and Financial Code.

### 8.4.1. Politically Exposed Persons

As part of its obligations to combat money laundering and the financing of terrorism, Deblock is required to apply additional due diligence measures with respect to politically exposed persons (hereinafter referred to as "PEPs"), who are subject to specific regulations due to the particular risks they and/or their close relations face in terms of financial support for terrorism, attempted corruption or the circulation of capital of fraudulent origin for money laundering purposes. In view of this higher risk, Deblock is subject, in addition to the due diligence measures provided for any Client, to enhanced control and additional due diligence measures at the inception of the business relationship and during the execution of the Service.

Deblock reminds the Client that a PEP is defined under Article L. 561-10 of the Monetary and Financial Code as: "a person who is exposed to particular risks by reason of the political, jurisdictional or administrative functions that he/she performs or has performed or those performed by direct members of his/her family or by persons known to be closely associated with him/her, or who becomes so during the course of the business relationship".

Consequently, any Client corresponding to this definition undertakes to perform all necessary diligence to enable Deblock to carry out an enhanced review of the transactions carried out on his/her Client Account, to inform them of any exceptional transaction compared to the transactions usually recorded on his/her Client Account and to provide Deblock with any document or information required in order to enable Deblock and its Partners to justify compliance with this specific regulation to the relevant authorities.

### 8.4.2. International Financial Sanctions

In the event that:

1) the Client, if applicable the country or territory in which it is located or established, becomes subject to economic or financial sanctions, trade embargoes or similar measures taken, promulgated or implemented by the United Nations, the United States of America, the United Kingdom, France, the European Union or any Member State or any other legal sanction recognised by Deblock or,

2) the Client Account is used in a manner that constitutes a violation of the sanctions referred to in (1), including without limitation any payment, direct or indirect, to OR received from a person subject directly or indirectly to such sanctions or located in a country or territory under extended sanctions, Deblock and its Partners, directly or through technical providers, may:

- Not execute, suspend or cancel transactions initiated by or executed for the benefit of the Client,

- Make all amounts owed by the Client due and payable in advance, and/or

- Terminate access to the Service and close the Client Account.

## 8.5. Someone steals from the Client's E-Money account

If the Client thinks someone has stolen from the Client's account, let us know as soon as possible through the Deblock app (and no later than 13 months after the money was taken). We'll pay the money back into the Client's account if:

- the Client couldn't have known that the Client's security details or Deblock card were at risk of being misused;
- the payment happened because we were responsible for making a mistake;
- the payment was taken after the Client told us that someone knew the Client's security details or the Client's Deblock card was lost or stolen;
- we didn't give the Client a way to tell us about this; or
- the law required us to make the Client follow certain prompts when the Client instructed us to make the payment and we didn't do this.

We'll also pay back any charges the Client had to pay as a result of the payment being taken from the Client's account. We won't refund any money if you've acted fraudulently, or the Client intentionally or carelessly failed to keep the Client's security details or Deblock card safe (unless the Client told us about this before the payment was taken from the Client's account). For example, we won't refund the Client if the Client gave someone the Client's Deblock card PIN and they made a payment using the Client's card without the Client knowing about it.

## 8.6. Refund rights of the Client's debit card

The Client can ask us to refund an amount taken from the Client's account if all of the following apply:

- the Client agreed that a payment could be taken, but didn't agree to the actual amount of the payment;

- the amount taken is more than the Client reasonably expected in all the circumstances (including the Client's spending pattern);

- the person the Client paid is in the EEA;

- the Client didn't authorise the payment directly with us;

- we and the person the Client paid did not give the Client any information about the payment during the four weeks before it was taken; and
- the Client asks us for a refund within eight weeks of the payment being taken from the Client's account.

Repayment is made at the face value of the electronic money unit.

For example, the Client could get a refund if the Client gave a hotel permission to charge the Client's Deblock card for anything the Client take from the minibar, but the hotel has charged the Client more money than the Client could reasonably have expected at the time the Client gave them permission to do this.

We may ask the Client for more information to investigate the matter. We'll provide a refund, or tell the Client why we couldn't provide one.

# 9. Suspending or closing the Client's account

The Customer adheres to the Conditions for an indefinite period. Unless otherwise provided by law, Deblock Services may be terminated without cause and at any time.

## 9.1. Initiated by us

The safety of the Client's money is important to us. We might prevent the Client from making payments from the Client's Account or with the Client's Deblock card if we're reasonably concerned about its security or that it might be used fraudulently or without the Client's permission.

When we suspect illicit activities are being conducted on the Client's Account, Deblock reserves the right to block the functionality of Deblock Services while an investigation is carried out to determine whether the actions being performed are illicit.

Deblock may terminate the Individual Client's access to the Deblock Services, at no cost to the Client, by notification via email, after the expiry of a two-month notice period. In accordance with the law, Deblock is not required to justify the termination decision. The Individual Client must take, during the notice period, the necessary arrangements for the settlement of transactions in progress.

However, Deblock is exempted from respecting the two-month notice period and may immediately close the Customer Account for one of the following reasons:

- In the event of refusal or lack of response from the Client to provide additional information on the origin of the funds carried on their Client Account and the economic justification (Disclosing the Source or Destination of Funds) of their payment transactions or,

  - In the event of the provision of false, inaccurate, expired, counterfeit or stolen documents or,
  - In the event of abnormal operation of the Customer Account or,
  - In the event of non-compliance with one of the obligations imposed on the Individual Client by these Individual T&Cs
- if the Client uses their private keys to make more than one crypto transaction via another wallet provider (see Techblock T&Cs for more details);
- if we have good reason to suspect that the Client is behaving fraudulently or otherwise criminally;
- if the Client has not given us (or someone acting on Deblock's behalf) any information we need, or we have good reason to believe that information the Client has provided is incorrect or not true;
- if we have good reason to believe that the Client's use of the Deblock app is harmful to us or Deblock's software, systems or hardware;
- if we have good reason to believe that the Client continuing to use the Client's account could damage Deblock's reputation or goodwill;
- if we have asked the Client to repay money the Client owes us and the Client has not done so within a reasonable period of time;
- if we have to do so under any law, regulation, court order or ombudsman's instructions.

Following the termination notification and after settlement of the remaining transactions which have yet to settle, Deblock closes the Customer Account and makes a transfer of an amount corresponding to the balance available on its Payment Account, to the Bank Account of the Individual Customer whose contact details have been previously communicated to Deblock Support or registered in the application. Closing leads to the deactivation of the Deblock Service.

If we close the Client's Account in exceptional circumstances, the Client will only be able to exchange funds into the Client's base currency and send money via external bank transfer before the account is closed. The Client will not be able to credit the account, make any card payments, withdraw money at an ATM, or send money to other Deblock accounts. Inbound payments will be rejected and returned to the sender. We may also decide to close or suspend the Client's account for other reasons. We would contact the Client through the Deblock app at least two months before we do this.

## 9.2. Initiated by you

### 9.2.1. Termination

The Client can close the Client's Account for free, and so end this agreement, at any time and without any delay by letting us know. The Client can do this through the Deblock app or by emailing us at support@deblock.com.

The Client will still have to pay any charges you've run up (for example, if you've asked for an extra Deblock card). We may also charge the Client any cancellation fees that apply to other agreements you've entered into with us (for example, if the Client cancels a paid subscription).

### 9.2.2. Death

Transactions carried out from the deceased's Client Account after the time of death are considered to be unauthorised, except with the agreement of the beneficiaries or the notary in charge of the succession. The Client Account is kept open for the time necessary to settle the succession and Deblock ensures the transfer of the balance with the written and express agreement of the beneficiaries or the notary in charge of the succession.

If in the three years following the death of the Client, the beneficiaries have not made themselves known or have not asserted their rights, the balance of the Client Account of the deceased Client is paid to the Caisse des Dépôts et Consignations (Deposits and Consignments Fund).

## 9.3. Withdrawing money

If you, or we, close the Client's account, we will give the Client at least 60 days to withdraw the money we hold for the Client (unless there are reasons preventing the transfer). This means any ordinary payment limits, and fees, will also still apply. For example, any limits on the minimum value of payments that apply while the Client's account is open will also apply when the Client's account is closed. After these 60 days, the Client will no longer be entitled to any free payments that the Client's plan entitled the Client to while the Client's account was open. For any transfer the Client requests, we charge Deblock's standard fee, subject to a minimum of €1. For example, if the Client requests an international payment which the Client would have paid €5 for while the Client's account was open then the Client will be charged €5, but if the Client requests a local payment which would have been free while the Client's account was open then the Client will pay €1. If the Client's remaining balance is less than or equal to €1 at the beginning of the 60-day period, or drops below it at any time during that period, the fee will be charged automatically and the Client's account will be permanently closed after the period ends.

If the Client wants us to send the Client money in a different currency than the currency we're holding for you, we will convert the currency using the rate that applies at the time, and take Deblock's usual fee, before sending the money to you.

For six years after the Client's account has closed or the Client's Deblock card has expired, you'll be able to contact customer services (at support@deblock.com) and ask them to send the Client the money we still hold for you.

Once the Client's account is closed the Client can withdraw the Client's money in any currency the Client holds in the Client's account at that point by transferring it to another bank account. If the Client needs to carry out a currency exchange prior to withdrawing, the Client will only be able to convert the money into the Client's base currency (the currency of the country the Client lives in).

If the Client's account has been temporarily restricted, we may not be able to close the Client's account until we have completed Deblock's enquiries.

## 9.4. Fees for account closure

The Client will not incur any fees at the point of closure. However, any outstanding balance the Client has with Deblock will still be owed post-closure.

We'll hold back enough money to cover any payments that the Client approved before the Client's account was closed. You'll also still owe us any money that the Client owed us while the Client's account was open.

## 9.5. Dormant account

In the event of inactivity of a Client’s account within the meaning of Article L.312-19 of the French Monetary and Financial Code, the funds deposited in the account shall be transferred to the Caisse des Dépôts et Consignations, in accordance with applicable regulations.

Such transfer will result in the closure of the account concerned, without application of the provisions set forth in articles 9.1 to 9.3.

Funds thus deposited with the Caisse des Dépôts et Consignations that are not claimed by the Client or their heirs shall become the property of the State upon expiry of the periods provided for under Article L.312-20 of the French Monetary and Financial Code.

# 10. Customer responsibility

## 10.1. The veracity of personal information

On request, the Client undertakes to provide Deblock and its Partners with all the information necessary to verify their identity and their transactions.

The Client declares and guarantees that the documents provided to Deblock, as well as the information and/or certificates communicated to Deblock when opening the account and throughout the duration of the Service, are, on the date on which they were delivered, correct, regular and sincere. Deblock draws the attention of the Clients to the fact that it is their exclusive responsibility to comply with the legal obligations applicable to them. Deblock can in no way replace him/her in this area. In particular, the Client must comply with the tax obligations that apply to them, both in the various countries concerned by his / her transactions or investments concluded with Deblock or through its intermediation and in the country (ies) of his/her nationality or of his/her residence. He/she is committed to ensuring that any transaction carried out with Deblock or through its mediation complies with these laws, in particular in the fight against corruption and in tax matters.

Deblock reminds the Client that the use of false documents is punishable under articles 441-1 and subsequent of the Penal Code. Clients using false documents will be penalised by the closure of their Deblock Client Account and will be subject to a declaration and/or a complaint against them filed with the relevant authorities.

In addition, any Client providing false information will be liable for the payment of a penalty (see Fees).

## 10.2. Strictly Personal Client Account

Deblock also reminds Clients that their Deblock Account is strictly personal. It is strictly forbidden for the holder of the Client to lend it or to dispossess it. Any assignment or transfer of a Deblock Client Account to a third party is strictly prohibited and will result in the termination of the Client's access to the Service by Deblock, without notice.

## 10.3. Duty of vigilance

When the Client makes a payment transaction, whether face-to-face or remotely, they must ensure the identity of the recipient and verify the amount of the transaction.

Likewise, in the case of remote payment, on the Internet for example, the Client must be vigilant in ensuring that the payment platform used by the seller is secure.

Deblock and its Partners are not responsible for any loss due to a technical breakdown of the payment system if such is reported to the Client by a message on the device or in another visible manner.

## 10.4. Normal use

The Client undertakes not to use their Deblock Accounts for the purchase of services or products illegal or contravening public order. In addition, the Client undertakes to make normal use of their Client Account in order to exclusively perform the operations for which the Application is intended.

## 10.5. Positive Balance Account

The Client undertakes to honour any payment order made with their Deblock Account.

Before each and every payment or withdrawal operation, the Client must systematically ensure that the balance of the Account to support the operation is sufficient and available to be able to perform the operation and must stay that way until the operation is completed.

The existence of a dispute between the Client and a third party, notably due to the non-conformity of an item or service sold, may not justify the refusal to honour a payment order.

## 10.6. Rectification of a negative balance

Theoretically, the Client Account balance cannot become negative (less than 0). However, the Client Account balance may become negative in the instance of an insufficient balance to pay their Plan Fees. If such a situation occurs, the Client should recharge their account.

The Client will immediately be informed of the situation and should recharge their account without delay.

If the Client does not recharge their Account within a reasonable delay, the Client accepts that Deblock will debit the credit card or payment card connected to the Client Account up to the amount required to make the Client balance null.

The Client will be informed of:

- The amount debited
- The credit or payment card concerned;
- The date of the debit.

The Client should make sure that the balance of the account connected to the credit or payment card concerned has sufficient funds.

If he/she wishes the debit to be made on another account, the Client must contact Customer Support before the communicated debit date.

In accordance with Article L111-8 of the Code of Enforcement Procedures, the costs of enforcement, undertaken with an enforceable title, for the recovery of the debit balance are the responsibility of the Client. Recovery costs undertaken without an enforceable title remain the responsibility of Deblock. However, Deblock will be able to justify the necessary nature of the steps taken to recover its debt and ask the enforcement judge to leave all or part of the costs thus incurred to be borne by the bad faith debtor.

## 10.7. Final payment order

Clients cannot revoke their consent once their payment orders have been received by the beneficiary's service provider.

Consent to carry out a payment transaction is given by Clients, before or after determining the amount, by:

- Entering their confidential code on their phone or tablet;
- Remote communication and/or confirmation of the data;
- Communication or use of any personalised security data during a payment transaction;
- Presenting and holding the smartphone or tablet in front of a device identifying the presence of "contactless" technology;
- The use of a biometric recognition device (e.g. fingerprint sensor on the mobile phone).

When the Client provides their banking data as part of a series of payment transactions, they give their consent once for all transactions. The Client may however withdraw their consent no later than the working day preceding the execution of a transaction.

## 10.8. Responsibility for Deblock's losses

The Client may be responsible to us for certain losses.

If the Client has broken these terms and conditions, and this has caused us to suffer a loss, the following will apply:

- the Client will be responsible for any losses we suffer as a result of the Client's action (we will try to keep the losses to a minimum);

- if the Client's actions result in us losing profits, the Client may also be responsible for those losses. The Client won't be responsible if this would mean that we are compensated twice for the same loss; and
- The Client will also be responsible for any reasonable legal costs that arise as a result of Deblock's losses.

# 11. Deblock's responsibility

## 11.1. Correct Payment execution

Please note that the provisions detailed in this Article do not apply to transactions involving Crypto Assets.

Deblock, in its capacity as an Electronic Money Institution, is responsible vis-à-vis the Client for the proper execution of payment transactions ordered or received via the Service, namely:

- Payment orders from the Payer's Bank Account to that of the beneficiary;
- Payment orders between two Deblock Accounts;
- Transactions to or from a Deblock Account.

1) When a payment transaction has been incorrectly executed by Deblock or has not been authorised by the Client, it must be contested by the latter without delay and at the latest within 13 (thirteen) months following the date of the transaction under penalty of foreclosure (Article L133-24 of the French Monetary and Financial Code).

In this context, when the unauthorised payment transaction has been correctly reported, Deblock will reimburse the Client for the amount of the unauthorised transaction immediately after becoming aware of the transaction or after having been informed thereof, and in any case of cause no later than the end of the first following working day, unless there is good reason to suspect fraud or gross negligence on the part of the payment service user; in these two situations, Deblock is not required to reimburse the Client subject to the written communication of this refusal of reimbursement and its reasons to the Banque de France (Article L133-18 of the French Monetary and Financial Code). In the event of a refund by Deblock, if it is established that the transaction was in fact authorised by the cardholder, Deblock reserves the right to reverse the amount of the refund wrongly made to the Client Account.

In the event of an unauthorised payment transaction following the loss or theft of the payment instrument, the Client shall bear losses linked to the use of this instrument, up to a limit of 50 euros (€).

2) In the event that the Client incorrectly executes a transaction, Deblock shall endeavour to retrace the transaction and shall report on the result of its search, at the request of the Client and without any liability for Deblock provided it has respected its obligation of means.

3) The Client bears all the losses occasioned by poorly executed operations if these losses result from a fraudulent act on his/her part or if he/she has not intentionally or through negligence satisfied the security obligations defined in these T&Cs.

4) In addition, Deblock reserves the right to reverse transactions credited to the Client Account or any other operations wrongly credited to the Client Account.

## 11.2. Force Majeure

Deblock cannot be held responsible for (a) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (b) any loss or damage arising from any event beyond Deblock's reasonable control, including but not limited to an event of a force majeure event, as defined by Article 1218 of the Civil Code and by the case law of the Court of Cassation as an external event, unforeseeable and irresistible, beyond the control of the debtor of the obligation, which could not be reasonably foreseen when the contract was concluded and the effects of which cannot be avoided by appropriate measures, prevents the performance of its obligation by its debtor.

## 11.3. Anti-money laundering and terrorist financing

Deblock cannot be held liable for the direct and indirect consequences linked to measures imposed on Deblock by legal or regulatory provisions, in particular the freezing of assets, which it may have to implement in the context of obligations enforced upon it by the public authorities, in particular in the fight against money laundering and the financing of terrorism. As such, Deblock cannot be held responsible for any delays in execution that may be caused as a result.

## 11.4. Professional Secrecy

Transactions and personal data are covered by professional secrecy to which Deblock and its Partners are bound. However, this secrecy can be lifted at the express request of the Client or with their express authorisation on a case-by-case basis or, in accordance with the law and international conventions and this, in particular at the request of the supervisory authorities, the tax or customs administrations, as well as that of the criminal judge.

In accordance with the law, Deblock is also authorised to share professional secrecy for the purposes of business relationship management for the benefit of its service providers and business partners or to third parties during transactions on financial instruments and products, crypto-assets or insurance intended to cover a risk associated with a payment account, or in the event of assignments or transfers of receivables or contracts. In addition, the Individual Client authorises Deblock to share professional secrecy with its partners for marketing and research purposes under the guarantee conditions of its Deblock personal data protection policy.

### 11.5. Continuity of services and malfunctions

Deblock will make its best efforts to ensure the continuity of the Service. However, Deblock cannot be held liable with respect to the Client in the event of a malfunction, error or interruption of the Service as long as it has taken all the necessary measures at its disposal to remedy these malfunctions.

Clients acknowledge that their access to the Service may be occasionally restricted to allow the correction of errors, maintenance or the introduction of new features or new services.

Clients must ensure that their equipment is compatible with the Deblock Application and that they have installed the updates necessary for the proper functioning of the Service. The Client is personally responsible for the rental or acquisition, installation and maintenance of equipment and the rights to use the software.

The Client must have ensured, under their responsibility, the compatibility of their hardware terminal with the Deblock Service and have installed all the updates necessary for the proper functioning of the Service, available on the application stores.

Although Deblock makes its best efforts to optimise compatibility, it cannot guarantee that the Service will work with all existing terminals. Consequently, Deblock is not involved in any dispute that may arise between the Individual Client and the supplier of the equipment or in the use of fixed or wireless telecommunications networks and their access providers.

## 12. Taxes; Tax return

Deblock does not make any tax declarations on behalf of its customers. It is the responsibility of the Customer which, if any, taxes apply to the trades or transactions the Client completes via the Services, and it is the Client's responsibility to report and remit the correct tax to the appropriate tax authority, and to take all necessary and compulsory steps to pay taxes in accordance with the applicable legislation. You agree that Deblock is not responsible for determining whether taxes apply to your trades or for collecting, reporting, withholding or remitting any taxes arising from any trades or transactions. If required by applicable law, Deblock may withhold tax from any payments made to you and report such tax to the relevant taxing authority.

## 13. Processing personal information

To provide services under this agreement we need to collect information about you. Under data protection law, we are what is known as the 'data controller' of the Client's personal information. For more information about how we use the Client's personal information, see Deblock's Privacy Policy.

By entering into this agreement the Client is giving us permission to gather, process and store the Client's personal information for the purpose of providing Deblock's services to you. This doesn't affect any rights and obligations the Client or we have under data protection law.

The Client can withdraw the Client's permission by closing the Client's account, which will end the agreement between the Client and us. If the Client does this, we'll stop using the Client's information for the purpose of providing Deblock's services, but we may need to keep the Client's information for other legal reasons.

In any case, Deblock will always collect, process and store your personal data in compliance with the French Data Protection Act and the General Data Protection Regulation (GDPR).

# 14. Contacting us

The Client can contact us in any of the following ways:

**Write to us**: support@deblock.com

**Tell us about a lost or stolen Deblock card or the Client believes the Client's security details have been compromised**: Send us a message through the Deblock app on someone else's device, send us a message on social media, or email us at support@deblock.com.

# 15. Complaints

If you're unhappy with Deblock's service, we'll try to put things right.

We always do Deblock's best, but we realise that things sometimes go wrong.

In the event of a complaint, Deblock undertakes to acknowledge receipt thereof within ten (10) working days and to provide a response to the Customer within 2 (two) months, except in exceptional cases.

In the event of a complaint relating to the payment services, Deblock undertakes to provide a response to the customer within a maximum period of fifteen (15) working days following receipt of the complaint. In exceptional situations, if a response cannot be given within fifteen (15) Business Days for reasons beyond our control, Deblock undertakes to send the Customer a holding response clearly motivating the additional time required to respond to the complaint and specifying the latest date on which the Customer will receive a definitive answer. In any event, a final response will be communicated to the Customer no later than thirty-five (35) Business Days following receipt of the complaint.

If you'd just like to speak to someone about an issue that's concerning you, please contact us through the Deblock app. We can usually settle matters quickly through the app. You'll probably need to give us the information below.

If the Client prefers, the Client can send us his complaint using the form on our website or by sending us a letter at: Deblock SAS - Spaces Shake Building - 612 Rue de la chaude rivière 59800 Lille.

You'll need to tell us:

- the Client's name;
- the phone number and email address associated with the Client's account;
- what is the problem about;
- when the problem arose; and
- how you'd like us to put the matter right.

We'll look into the Client's complaint and respond to the Client by email, mail or via the app. We will communicate with the Client in the language of their complaint unless we tell the Client otherwise.

If you are not satisfied with the way we have handled your complaint and it concerns a service related to your Electronic Money Account, you can refer it to the Ombudsman of the ASF free of charge regarding any complaint regarding your e-money account.

The Ombudsman of the ASF can be contacted by any client who is a natural person and does not act for his professional needs. He will respond to you independently and fairly in accordance with the mediation charter available on his website. They can be contacted at the address below or online via the website https://lemediateur.asf-france.com/Saisine :

Monsieur le Médiateur de l'ASF 75854 PARIS CEDEX 17

To find out more about the ombudsman go to the website https://lemediateur.asf-france.com

If you are not satisfied with the way we have handled your complaint and it concerns a service related to Crypto-Assets, you can send it free of charge to the AMF Ombudsman. They can be contacted at the address below or online via the website https://www.amf-france.org/fr/le-mediateur:
Médiateur de l'AMF, Madame Marielle Cohen, Branche Autorité des Marchés Financiers, 17, place de la Bourse 75082 Paris cedex 02

If the dispute persists, the Customer may contact the European Commission's online dispute resolution service at the following address:
https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage.

# 16. Applicable law and dispute resolution

To the extent applicable by law, these Terms shall be governed in all respects, including as to their validity, interpretation and effect, by the laws of France, without giving effect to its principles or rules of conflict of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

**To the extent applicable by-laws, if the parties fail to reach an amicable agreement, any dispute between the parties arising out or relating to these Terms or their respective subject matter or formation (including non-contractual disputes or claims) which has not been previously resolved by Deblock and the Client by mutual agreement will be resolved exclusively by the relevant French courts.**

# 17. Severability

The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

# 18. Waiver

Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

# 19. Intellectual property

## 19.1. Deblock’s Intellectual property

We own all the intellectual property in Deblock's products and Services (for example, the content in Deblock's app and on Deblock's website, Deblock's logo and card designs, text, graphics, pictures, information, data, software, sound files, other files, content and materials, and the selection and arrangement thereof (collectively, "**Deblock Materials**") are the property of Deblock or our licensors our suppliers, and are protected by UK and international property right laws).

Subject to your compliance at all times with these Terms, we hereby grant you a limited, revocable, nonexclusive and non-sublicensable licence to access and use, solely on the Services, the Deblock Materials for your personal use of the Services. Such licence is subject to these Terms and does not permit (a) any resale of the Deblock Materials; (b) the distribution, public performance or public display of any Deblock Materials; (c) modifying or otherwise making any derivative uses of the Deblock Materials, or any portion thereof; or (d) any use of the Deblock Materials other than for their intended purposes. The licence granted under this Article will automatically terminate if we suspend or terminate your access to the Services. All rights not expressly granted to you under these Terms are reserved to Deblock or our applicable licensor(s) or supplier(s), as applicable.

The Client shall not reverse-engineer any of Deblock's Materials or any of Deblock's, our licensors' or suppliers' products (that is, reproduce them after a detailed examination of their construction or composition).

## 19.2. Trademarks

"Deblock", the Deblock logo, and any other Deblock product or service names, logos or slogans that may appear on our Services are trademarks of Deblock, and may not be copied, imitated or used, in whole or in part, without our prior written permission. In addition, the look and feel of our Services, including all page headers, custom graphics, button icons and scripts, is the property of Deblock and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned or displayed through our Services are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by us.

## 19.3. Third-party intellectual property

The Deblock app displays Google Maps features and content, which includes intellectual property that doesn't belong to us. For this reason, the Google Maps/Google Earth Additional Terms of Service (maps.google.com/help/terms_maps.html) and Google Privacy Policy (www.google.com/policies/privacy/) apply to the Client's use of the Google Maps features and content.