



General Terms and Conditions of Use of the LinkCy Services

ARTICLE 1: Purpose

The purpose of these General Terms and Conditions of Use is to define, on the one hand, the terms and conditions under which LinkCy Payment Service Provider makes the LinkCy Services available on the Application to its Users and, on the other hand, the terms and conditions of use of the Services.

They are accessible and printable at any time, by means of a link located on the Application, enabling them to be displayed on a standalone web page.

They may be supplemented, where applicable, by terms of use specific to certain Services, which supplement these General Terms and Conditions of Use and, in the event of contradiction, prevail over the latter.

All terms and expressions appearing hereafter are defined in article 3 of these General Terms and Conditions of Use.

ARTICLE 2: Operator of the Services

The Services are operated by the Company LinkCy Payment Service Provider UAB (hereafter "LinkCy") with a capital of 10 000 €, having its registered office at Mėsinių str. 5, LT-01133 Vilnius, Lithuania registered in the Trade and Companies Register of Lithuania under the number 305756549.

LinkCy will operate as an Agent for the provision of Payment Services by PayrNet UAB, a company incorporated in the Republic of Lithuania (company number: 305264430) with its head office at AltSpace, Islandijos str. 6, LT-01117, Vilnius, the Republic of Lithuania and its registered office at Girulių str. 20, LT-12123 Vilnius, the Republic of Lithuania.

PayrNet UAB is an Electronic Money Institution and is authorized by the Bank of Lithuania under the Law on Electronic Money and Electronic Money Institutions (authorization number LB001994, issued on 2020-08-28) for the issuing of electronic money and provision of the related Payment Services.

Thus, the Payment Services are provided and marketed by LinkCy on behalf of and for PayrNet.

The Payments Services are provided to the customers of a LinkCy's Partner, who become LinkCy customers.

LinkCy's Partner customer service can be consulted :

- By email at the following address:
- By phone at the following number:

LinkCy customer service can be consulted by email at the following address : support@linkcy.io

ARTICLE 3: Definitions

The purpose of this clause is to define the essential terms of these General Terms and Conditions of Use:

- « **Agent** » means a natural or legal person who acts on behalf of a Payment Services Provider in providing Payment Services. In this case, this concept refers to LinkCy.
- « **Application** » means the free mobile or Web application provided by the Partner, available or downloadable on the User's Terminal enabling them to access the LinkCy Services, once the User has subscribed to the Service.
- « **Account** » means the screen pages assigned to the User from which he can access to the LinkCy Services.
- « **Account Holder** » means any natural or legal person with a Payment Account.

- « **Account Holder's representative** » means any natural person holding powers to manage the Payment Account in the name and on behalf of the Account Holder.
- « **Card** » refers to a payment card issued by PayrNet UAB and associated with the Payment Account.
- « **Cardholder** » means a natural person who have received the card and is authorized to use the card as provided for in the GTCU.
- « **Framework Contract** » means a payment service contract which governs the future execution of individual and successive payment transactions and which may contain the obligation and conditions for setting up a payment account.
- « **GTCU** » refers to these General Terms and Conditions of Use of the Application and associated Services, concluded between LinkCy and the User.
- « **LinkCy** » refers to the Company "LinkCy Payment Service Provider".
- « **Partner** » means third-party company with its own customer base and with which LinkCy has entered into a partnership agreement for the provision of the Services detailed in these GTCU. The Partner hereby acts solely as a business contributor and is responsible for first level customer service, but does not provide Payment Services under any circumstances.
- « **Payer** » means a natural or legal person who holds a payment account and allows a payment order from that Payment Account.
- « **Payee** » means a natural or legal person who is the intended recipient of funds which have been the subject of a payment transaction.
- « **Payment Account** » means an account held in the name of one or more payment service users which is used for the execution of payment transactions.
- « **Payment Services** » refers to the services defined in Annex 1 of the Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, and in particular services number 2, 3a), 3b), 3c), et 5 provided by LinkCy at the name and on the behalf of PayrNet UAB, a Payment Services Provider.
- « **Payment Services Provider** » means credit, electronic money or payment institution approved by an authority established in a Member State of the European Union or in a State party to the Agreement on the European Economic Area. In this case, this concept refers to PayrNet UAB.
- « **Payment Transactions** » means an act, initiated by the payer or on his behalf or by the payee, of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee.
- « **Personal Data** » means any information or data concerning a User, natural person identified or identifiable, directly or indirectly, by reference to an identification number or to one or more elements specific to him/her within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR").
- « **PIN** » means a four-digit personal identification number for use with the Card.
- « **Services** » or « **LinkCy Services** » refers to the service(s) offered from the Application by LinkCy, including Payment Services.

- « **Strong Personal Authentication Device** » means the technical device provided personally to the Customer or User enabling them to validate certain sensitive operations (such as access to the Application, adding a new beneficiary, validating a transfer, generating a card, validating an e-commerce card payment, etc.).
- « **Terminal** »: means the terminals under iOS or Android compatible with the use of the Application.
- « **User** »: means any natural person who uses the Application and the Services offered on the Application. He may be the Account Holder or the Account Holder's representative.

ARTICLE 4: Acceptance

These GTCU must be accepted by any User wishing to access the Services through the Application. The mere use of the Services by the User implies full and complete acceptance of these GTCU, who henceforth undertakes to comply with them.

Nevertheless, when using the Services via the registration form, each User expressly accepts these GTCU by ticking the box preceding the following text: "By ticking this box, I acknowledge that I have read and understood the General Terms and Conditions of Use and accept them". The fact of ticking the box will be deemed to have the same value as a handwritten signature on the part of the User.

Thus, the Services are accessible:

- To any natural person with full legal capacity to engage under the present GTCU. A natural person who does not have full legal capacity may only access the Application and the Services with the consent of his legal representative (Account Holder Representative);
- To any legal entity (company, association, foundation) acting through a natural person having the legal capacity to contract in the name and on behalf of the legal entity (Account Holder Representative).

When the User subscribes to these GTCU for the needs of third parties (including legal entities), he certifies on his honor that he is authorized and has all the necessary powers and authorizations to subscribe to the Contract and authorize LinkCy to provide him with the Services.

Consequently, the User fully guarantees LinkCy against all the consequences of any claims from third parties concerned (including legal entities) relating to this authorization and/or in the event of fraud by the User.

ARTICLE 5: Scope of contract

The contract between the User and LinkCy consists of these GTCU and its annexes.

The User is also subject to the Framework Contract (General Terms and Conditions of Use for the Payment Services) issued by PayrNet UAB for the use of the Payment Services necessary for the performance of the Services and undertakes to comply with them.

This Framework Contract is included in **Annex 1**.

ARTICLE 6: Description of the Services

6.1 Payment Services

The Application allows the User access to the following Payment Services:

- The opening of a Payment Account;
- Carrying out the following operations:
 - Withdrawal
 - Transfers (in / out)
 - Direct debits (in / out)
 - Payment transactions through a Card;

- Issuing of a Card, associated with the Payment Account;

➤ **Payment Account**

The Payment Account is opened by PayrNet UAB in the name of an Account Holder. To each Payment Account, is attached a unique number (IBAN).

The account is a personal Payment Account in euros:

- Euros may be credited and/or debited subject to any limitations provided by LinkCy (see **Annex 2**).
- Funds may be used by the User.

The balance of the Payment Account is the difference between credit and debit transactions, and it must always be in credit. Indeed, Payment Account does not allow overdrafts.

It is up to the User to ensure that his Payment Account is sufficiently funded. Thus, the User expressly acknowledges and accepts that:

- Any payment order having the effect of making his Payment Account debtor will be automatically blocked;
- LinkCy reserves the right to block a User's payment orders if it appears that his Payment Account is not sufficiently funded for the price of the Services to be paid.

➤ **Payment Transactions**

From his Payment Account, the User can benefit from the following Payment Services, subject to any limitations provided by LinkCy (see **Annex 2**):

- the receipt of Payment Transactions by transfer or direct debit and the acquisition of Payment Orders by card credited to the Payment Account;
- the execution of Payment Transactions by transfer or direct debit and the execution of Payment Orders by card debited from the Payment Account;

➤ **Card**

The Card is a VISA Card, issued by PayrNet UAB.

The Card allows its Cardholder, subject to any limitations provided by LinkCy (see **Annex 2**):

- To make cash withdrawals from ATMs displaying one of the Payment Card Network's brands on the Card;
- To pay for purchases of goods or services directly at merchants and service providers equipped with a card acceptance point displaying one of the Payment Card Network's brands on the Card, or remotely.

The Card is a personal card, which cannot be lent by its Cardholder. Its use requires the prior signature of the Cardholder on the back and its activation via the Application.

The Card operates by means of a 4-digit PIN code that will be transmitted to the Cardholder via the Application and after the Card has been activated. If the PIN code or cryptogram is entered incorrectly three times, the Card is automatically deactivated. It can be reactivated by contacting the customer service department of LinkCy or its Partner.

The Card has a validity period beyond which it will become inactive. A new Card will be sent to the Cardholder prior to its expiry.

At any time, the Cardholder may block the Card by means of the Application or by contacting the customer service department of LinkCy's Partner.

In the event of theft or loss of the Card, any Cardholders is required to deactivate his Card via the Application and to file an opposition as soon as possible.

6.2 Other Services

The Application also allows the User access to the following others Services:

- Consulting the balance of the Payment Account;
- Consulting the history of transactions carried out through the Payment Account;
- Registering beneficiary accounts;
- Setting up notifications and alerts;
- Management of the Card (and in particular, any opposition to it);
- Printing of the Bank Identity Account Statement;
- Updating personal information;

LinkCy reserves the right to offer any other service it deems useful, in a form and according to the functionalities and technical means that it deems most appropriate for providing said services.

ARTICLE 7: Technical compatibility

To benefit from access to the Application and, if subscribing to the Services, Users must have a compatible Terminal connected to Internet. It is up to the User to check this compatibility.

It is up to the User to carry out software updates on his Terminal to ensure the proper functioning of the Application and, if he subscribing to the latter, of the Services.

All costs necessary for access to the Application and the Services (Terminal, software, Internet connection, etc.) are the responsibility of the User.

No technical assistance is provided by LinkCy for the User, whether by electronic or telephone means.

ARTICLE 8: Access to the Services

To access to the Services, the User must register under the following conditions.

8.1 Access to the Application

The User may register by any means that Partner makes available to him, in particular via the Application downloaded from his Terminal (connection costs due to download vary according to the mobile offer) from one of the download platforms that distributes it, this download being subject to the conditions of use specific to each of these platforms.

LinkCy cannot under any circumstances be held responsible for difficulties in downloading the Application.

8.2 Access to the Services

To access to the Services, the User undertake to:

- Complete the information requested by the Application;
- Transmit all the information and documents requested by LinkCy for the purpose of validating and checking the identity of the User;
- Carry out the ultimate verification through Ubble, a SAAS software publisher, expert in highly secure online identity verification in order to avoid any attempt at fraud and/or identity theft;
- Expressly accept the General Terms and Conditions (see article 4);
- Sign any documents that may be requested, in particular by PayrNet UAB.

At the end of the application process, the application form will then be processed and analyzed by LinkCy.

If the application form is accepted and validated by LinkCy, the Payment Account will then be created and activated and the Card ordered and sent to the address provided by the User.

Once the Payment Account has been created and activated, the User will have the option to fund the Payment Account by bank transfer or card payment.



In the event that the information requested when creating the Payment Account is modified in whole or in part, the User must update this information as soon as possible via the Application or the website Partner.

LinkCy reserves the right to request and additional information deemed necessary to enhance customer knowledge and to validate the registration file.

LinkCy and PayrNet UAB may accept or refuse to open a Payment Account without any refusal diving rise to compensation or motivation.

Article 9: Strictly personal use

Only one Account can be created per User. LinkCy reserves the right to delete any additional accounts created for the same User.

The User therefore agrees to use the Services personally, and not to allow any third party to use them in his place or for his own account, unless he bears full responsibility for doing so.

The User is responsible for maintaining the confidentiality of his password and security code and expressly acknowledges that any use of the Services from his Account will be deemed to have been carried out by himself.

When the Account is opened by a legal entity, the latter recognizes that its Account may be operated by one or more authorized persons, using its login details. In this case, the legal entity undertakes to ensure that the latter respect the strictest confidentiality of its login details.

The User must immediately contact LinkCy's Partner if he notices that his Account has been used without his knowledge. He acknowledges that LinkCy has the right to take all appropriate measures in such a case.

In the same way, in the event of loss or theft of the Terminal, the User must immediately notify LinkCy's Partner for blocking purposes.

Article 10: Financial terms

10.1 Pricing

The prices of the Services are indicated in **Annex 3**. Unless otherwise indicated, they are expressed in Euros and are exclusive of tax.

10.2 Price-revision

The prices in **Annex 3** may be revised at any time by LinkCy at its free discretion. Users are informed of this by any useful means, at least one month before the date of entry into force of the new prices.

Users who do not accept the new prices must terminate their Contract in accordance with the terms set out in Article 15. Failing this, they will be deemed to have accepted them.

10.3 Billing and payment

The prices are deducted by LinkCy on a monthly basis, directly from the User's Payment Account. In the event that the credit balance of a User's Payment Account proves insufficient to allow the full price of the Services to be debited, the part of the price remaining due will be debited from the subsequent payments made by the User to the credit of his Payment Account.

The Services are subject to monthly invoices made available to Users in the Application or by e-mail.

Article 11: User obligations

Without prejudice to the other obligations provided for herein, Users undertake to comply with the following obligations.

Users are solely responsible for their use of the Services.

They undertake, in their use of the Services, to comply with the laws and regulations in force and not to infringe the rights of third parties or public order.

In particular, they undertake to comply with the regulations applicable to the fight against money laundering and terrorist financing. To this end, they undertake to cooperate with LinkCy's Partner, LinkCy and, where applicable, with PayrNet UAB as part of the "Know Your Customer" process.

They also undertake not to damage the Application and/or Services in any way whatsoever and not to use it in a way that is not in accordance with its purpose.

Users further undertake to fulfil their obligations under the PayrNet UAB Framework Contract.

Users acknowledge that in the Application they have taken note of the characteristics and constraints, in particular technical constraints, of all the Services.

Within the framework of the Services, Users undertake to provide Partner and LinkCy only with information or data of any kind which is accurate, up-to-date and sincere and that is not misleading or likely to mislead. They undertake to update this information so that it always corresponds to the aforementioned criteria.

They undertake to provide LinkCy with all the information necessary for the proper performance of the Services and, more generally, to cooperate actively with LinkCy for the proper performance of these GTCU.

Users guarantee to LinkCy that they have all the rights and authorizations necessary for the distribution of content of any kind (editorial, graphic or other, including the name) within the framework of the Services.

They thus undertake in particular to ensure that such content:

- are not infringing or detrimental to the image of a third party;
- are in no way misleading or likely to mislead Users.

Article 12: User Warranties

The Users guarantee LinkCy against any complaints, claims, actions and/or demands whatsoever that LinkCy may suffer as a result of Users breaching any of their obligations or warranties under the terms of these GTCU.

They undertake to indemnify LinkCy for any prejudice it may suffer and to pay LinkCy all costs, charges and/or sentences it may have to bear as a result.

Article 13: Liabilities and warranties of LinkCy

LinkCy undertakes to provide state of the art Services, it being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Users expressly recognize and accept.

LinkCy cannot be held responsible for the non-functioning, impossibility of access or malfunctioning of the Application or the Services due to unsuitable equipment, malfunctioning of the services of the User's access provider or those of the Internet network. The same shall apply for all other reasons outside LinkCy.

In addition, the User acknowledges that the characteristics and constraints of the Internet network do not guarantee the availability and proper functioning of the Application and Services. Consequently, LinkCy does not guarantee that the Application and the Services will function without interruption, defects and/or errors.

As such, it is specified that:

- The Application and the Services are accessible 24 hours a day, 7 days a week, except in cases of force majeure or events beyond the control of LinkCy;
- LinkCy undertakes to carry out regular checks in order to verify the functioning and accessibility of the the Services. Thus, access to the Application and the Services may be interrupted or suspended by LinkCy without prior notice or justification for maintenance reasons necessary for the proper functioning of the Application and the Services and without this giving any right to compensation by LinkCy.



LinkCy undertakes to use its best efforts to ensure the security of the User Account. It guarantees its exclusivity and refrains from communicating its content to any third party. It undertakes to inform the Users of any foreseeable difficulty, in particular with regard to the implementation of the Services.

However, LinkCy cannot be held liable in the event of malicious introduction on this Account, since it is not demonstrated that the security measures it has implemented were seriously defective. In addition LinkCy cannot be held responsible for any lack of vigilance on the part of Users in maintaining the confidentiality of their logins, passwords and security code;

LinkCy does not guarantee to the User that the Services, being standard and in no way proposed solely for the benefit of a given User according to his own personal constraints, will specifically meet his needs and expectations.

LinkCy undertakes to use the documents, elements, data and information provided to it by the User only for the purposes of carrying out the Services and not to communicate them to any third party, except at its Partner and except at the express request of the User and/or if this communication is required by the legal authorities or results from the legal obligations incumbent on LinkCy, in particular in its capacity as Agent of Payment Service Provider.

LinkCy undertakes to implement all necessary means to preserve the confidentiality and security of the data transmitted by the User.

LinkCy certifies that it holds an insurance policy covering its professional civil liability. It undertakes to keep this insurance policy in force for the duration of the Services.

Article 14: Withdrawal

The User, a natural person acting for purposes that do not fall within the scope of his professional activity, has a withdrawal period of fourteen (14) calendar days to exercise his right of withdrawal, without having to justify his reasons or bear any penalties, which runs from the day of his acceptance of these GTCU.

The User must notify his decision to withdrawal by filling in the withdrawal form and sending it by e-mail to the following address support@linkcy.io

Any use of the withdrawal period by the User automatically entails termination of these GTCU, with immediate effect.

The start of performance does not deprive the User of the right of withdrawal. Any request for withdrawal must be accompanied by the communication of a bank identity statement to enable LinkCy to transfer the balance of the Payment Account, less any advantage that the User would have benefited from.

Article 15: Duration, Suspension and Termination

The present GTCU are concluded for an indefinite period of time as from their acceptance by the User.

15.1 Termination by Any User

Any User has the right to terminate it and, more generally, to end the Services upon simple request made by email to the LinkCy's Partner customer service department.

In this event, LinkCy will take note of the termination within five (5) working days following receipt of any email or letter to this effect.

The credit balance of the Payment Account will be returned by LinkCy to the User, after a maximum period of thirty (30) working days following receipt of the email and/or letter, by bank transfer to the bank account

whose details will be communicated by the User to LinkCy. In the absence of communication of the details of the bank account receiving the funds, LinkCy will keep the sums while they obtain the said details.

Closing of the Account will automatically and by right, without any additional formality, result in the Card being inactive.

15.2 Suspension or Termination by LinkCy

LinkCy also has the right to suspend, delete or prevent access to the User's Services with thirty (30) days' notice, without reasons, without charge and by simple notification by email.

However, LinkCy is exempted from the notice period and may immediately suspend, delete or prevent access to the User's Services in the event of seriously reprehensible behaviour by the User, in particular, in the event of refusal by the User to provide information, provision of false documents, observe irregular operations on the Payment Account (fraud, repeated non-payment, money laundering, etc.) or non-compliance with these GTCU or in the event of closure of the Account by PayrNet UAB.

The choice between termination and suspension is at LinkCy's discretion.

In the event of termination, LinkCy will invite the User to transmit the details of another bank account in order to transfer the credit balance of the Payment Account, which will be returned to the User at the end of a maximum period of thirty (30) working days following receipt of the User's reply, by bank transfer, after deduction of any fees relating to the Services. The Payment Account will then be closed, resulting in the deactivation of the Services.

The closure of the Account is irrevocable and prevents the User from opening another Payment Account at least for a period of 1 year or definitively in the event of violation of these GTCU or in the event of legally reprehensible acts.

The amount of the fees invoiced by LinkCy for the termination, in the context of improper use, is indicated in Annex 2.

In the event of suspension, the Account may be reactivated at the request of the User within a period of fifteen (15) days following the suspension, provided that the cause behind the suspension has been lifted.

Any death of a User automatically entails the immediate suspension of the Card and the Payment Account as soon as LinkCy is informed of it, and its closure within thirty (30) days following the transfer of the balance to the notary in charge of the succession.

In the event of breach of any of the provisions of these GTCU, or more generally, of violation of laws and regulations by Users, LinkCy also reserves the right to:

- delete any content related to the breach or infringement in question, in whole or in part;
- take all appropriate measures and take any legal action;
- if necessary, notify the competent authorities, cooperate with them and provide them with all relevant information for the investigation and suppression of illegal or unlawful activities.

Article 16: Intellectual property

All intellectual property rights belonging to LinkCy or PayrNet UAB remain their exclusive property.

Indeed, the systems, software, structures, infrastructures, databases and content of any kind (texts, images, visuals, music, logos, brands, in particular) used by LinkCy within the Application are original works and constitute protected intellectual property rights which are and remain the full and exclusive property of LinkCy.

Furthermore, these GTCU do not confer on the User any property right over the Services, the Application and its content.

Any disassembly, decompilation, decryption, extraction, reuse, copy and more generally, any act of reproduction, representation, distribution and use of any of these elements, in whole or in part, without the authorization of LinkCy is strictly prohibited and may be subject to legal proceedings.

Article 17: Personal data

The processing of personal data complies with Regulation (EU) 2016/679 of 27 April 2016 (the "General Data Protection Regulation" or "GDPR").

LinkCy undertakes to process all of the Personal Data of any User to which it has access in the context of the execution hereof in accordance with the Regulation cited above.

In this context, LinkCy undertakes to:

- process the Personal Data solely for the purposes of the execution of these GTCU, to the exclusion of any other purpose;
- implement the appropriate technical and organizational measures to protect the Data in a permanent and documented manner, against accidental or illegal destruction, accidental loss, alteration, dissemination or unauthorized access, and to ensure its security, integrity and confidentiality;
- ensure that the persons authorized to process Personal Data under these GTCU, in particular, its employees:
 - undertake to respect confidentiality or are subject to an appropriate obligation of confidentiality; and
 - receive the necessary training in the protection of Personal Data.
- not communicate the Personal Data to any third party whatsoever, except for third parties to whom it would be strictly necessary to transmit such data for the purposes of the execution of these GTCU;
- take into account, with regard to its tools, products, applications or services, the principles of data protection by design and of data protection by default;
- inform the User, on simple request, of the location of the places where Personal Data of any kind are processed (hosting, backup, maintenance, administration, helpdesk, etc.);
- inform any User, within a maximum period of 24 hours, of any violation of his Personal Data.

Any User is informed by LinkCy that he has, with regard to Personal Data, the rights provided for by the legislation, in particular, the right to access, rectify, delete, oppose, limit processing, the right to the portability of Personal Data and the right not to be subject to an individual automated decision by sending a written communication to the following e-mail address: [...] specifying the reference "Personal Data / Exercise of Rights". The applicant must also provide proof of identity by attaching a copy of any national identity document or an equivalent document (passport).

The conditions for the implementation of these processing operations are described in the Personal Data Protection Policy (see **Annex 4**).

Article 18: Confidentiality information

In its capacity as Agent of a Payment Service Provider, LinkCy is bound by professional secrecy and undertakes not to disclose any banking information belonging to the User that it may receive in the context of the execution of these GTCU.

The User expressly authorizes PayrNet UAB to transmit to LinkCy any information on the Payment Account and the Card, without any limitation, and notwithstanding the legal provisions on banking secrecy that the User expressly waives with regard to LinkCy and its agents (legal representatives and employees), and this for the sole purpose of executing these GTCU.

Notwithstanding the first paragraph, LinkCy is authorised to transmit any information to (i) any service provider and subcontractors contractually linked to it, for the purposes of the proper execution of the GTCU and/or the provision of the Services or any new service that it would develop, as well as (ii) any administrative or judicial authority having a right of access to this information in application of the applicable legal and regulatory provisions.

The User also authorizes LinkCy to analyze any information obtained via the Application and/or the Services, in an anonymous manner, for the purposes of developing new services.

ARTICLE 17: Force majeure

The responsibility of LinkCy and the User in the execution of its obligations arising from these GTCU cannot be engaged in case of force majeure (external, unforeseeable and irresistible event).

In the event that LinkCy would consider invoking a case of force majeure, it must inform any User in advance, in writing, at the latest within five (5) calendar days following the occurrence of the invoked event.

In any event, in the event of a case of force majeure, each party shall do everything in its power to minimize the effects of the said case of force majeure.

ARTICLE 17: Non-transferability

These GTCU cannot be transferred in whole or in part by the User. The User may be held liable in the event of failure to comply with this provision and LinkCy may terminate the GTCU without delay.

ARTICLE 18: Modification - evolution - update

LinkCy reserves the right to modify these GTCU at any time and without notice in order to adapt them to changes in the Application and/or its operation and the Services.

Users will be informed of these modifications by any useful means.

Users who do not accept the amended GTCU must unsubscribe from the Services in accordance with the terms set out in Article 15.

Any User who uses the Services after the amended GTCU come into force is deemed to have accepted these modifications.

ARTICLE 19: Independance of clauses

The nullity, illegality or inapplicability of any clause of these GTCU shall not entail the nullity, illegality or inapplicability of the other clauses.

In the event of the nullity, illegality or inapplicability of a clause, LinkCy will replace it with new valid, lawful or applicable stipulations which will have an effect as close as possible to that of the null, unlawful or inapplicable clause.

User may not claim damages due to such nullity, illegality or unenforceability of any clause hereof.

ARTICLE 20: Communication

The language used for drafting contractual documents and subsequent communications between the Parties shall be English.

In the event of a translation of these GTCU into one or more languages, the language of interpretation shall be English in the event of any contradiction or dispute as to the meaning of a term or provision.

The User ensures that the e-mail address entered in his Account is correct and that it is indeed his own e-mail address, insofar as correspondence and content provided under the Services will be accessible through this e-mail address.



The User consequently releases LinkCy from all liability and guarantees LinkCy from all consequences resulting directly or indirectly from an error in the e-mail address.

ARTICLE 21: Contacts

For any question, difficulty or complaint related to the Use of the Services, the User may contact the LinkCy's Partner customer service department as a priority.

LinkCy can also be contacted at the following email address: support@linkcy.io

Finally, the user may contact PayrNet UAB.

ARTICLE 22: Mediation

In the event of failure to make a claim to LinkCy or its Partner or in the absence of a response within two months, the User may submit the dispute relating to these GTCU who will attempt, with complete independence and impartiality, to bring the parties together with a view to reaching an amicable solution.

The Parties to the contract remain free to accept or refuse recourse to mediation and, in the event of recourse to mediation, to accept or refuse the solution proposed by the mediator.

ARTICLE 23: Applicable law and competent jurisdiction

These GTCU are governed and interpreted in accordance with French law, without regard to the principles of conflict of laws.

In the event of any dispute regarding the validity, interpretation and/or execution of these GTCU, and after the failure of any attempt to find an amicable solution, express jurisdiction is assigned to the competent court of Paris.



**Annex 1: Framework Contrat of PayrNet UAB
(Please see on the LinkCy's website)**



Annex 2: Limits (Defined according to the specificities of the partners)



Annex 3: Pricing
(Defined according to the specificities of the partners)



Annex 4 : Privacy Policy
(Please see on the LinkCy's website)