

**Terms and Conditions of use of the Orange Money Europe Service**  
**Version dated December 22, 2025**

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**Preamble**

The electronic money institution (EMI) as defined below provides customers who are holders or beneficiaries of a mobile line with an electronic communications operator established in Europe, meeting the definition of User as specified below, with a service consisting of a prepaid and rechargeable electronic money account allowing the User to carry out national or international money transfers and payment transactions.

This Orange Money Europe Service will be reserved for Users who hold or have access to a mobile line subscribed to with an electronic communications operator established in Italy, Spain, Germany, the Netherlands, Belgium, Portugal, Luxembourg, Austria or France (excluding French Polynesia, Saint-Pierre and Miquelon, and Wallis and Futuna), for their personal, non-professional needs. It will be accessible from the Orange Money Europe Website or Application and subject to having a mobile plan and a compatible mobile device.

These Terms and Conditions of Use of the Orange Money Europe Service bind users of the Orange Money Europe Service to the EMI, the EMI being solely responsible for the said Service.

Access to and use of the Orange Money Europe Service implies that the User acknowledges having read and accepted them without reservation.

**Article 1 - Definitions**

**Orange Money Europe application:** the application, published by Orange, allowing a User to access the functionalities of the Orange Money Europe Service, in accordance with the terms and conditions of use of the application. This application is only available with a device with a compatible version of Android or iOS version (list available at <https://orangemoney.fr/>).

**Beneficiary:** the person receiving the Electronic Money that is transferred, it being understood that this person must ultimately be a natural person holding an Orange Money Europe Account or an Orange Money Europe account to destinations in Africa and in Asia, or any other person who will be identified by the Approved Receiving Partner.

**Bank Card:** a payment card issued by a credit institution or by an institution or service mentioned in Article L. 518-1 of the Monetary and Financial Code, allowing its holder to withdraw or transfer funds. The User is the one and only holder.

**SIM Card:** the microprocessor card, inserted if necessary in the User's mobile device, which allows identification on all mobile networks accessible via their mobile line.

**PIN code:** the personalized security mechanism in the form of a PIN code to be entered by the User each time they receive the instruction via their mobile device, the Orange Money Europe Website or Application associated with the Orange Money Europe Service.

**Orange Money Europe Account:** the account used to materialize the Electronic Money units held by the User in relation to the Orange Money Europe Service. It can in no way be equated to a bank, deposit or payment account. This Account allows you to log Electronic Money top-up and reimbursement operations, as well as Electronic Money transfers initiated or received by the User. The Electronic Money registered in the Orange Money Europe Account is denominated in euros (€) and has the same nominal value as the funds received in euros (€) in exchange for which it was issued.

**Terms and Conditions of U:** these terms and conditions of use, including their appendices.

**Orange Money Europe Distributor(s):** the entity(ies) mandated by the EMI acting in the name and on behalf of the latter for the circulation of Electronic Money associated with the Orange Money Europe Service in France only. The status of distributor of Electronic Money is defined in articles L. 525-8 et seq. of the French Monetary and Financial Code. It is specified that Orange SA (public limited company

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with capital of 10,640,226,396 euros, registered in the Nanterre trade and companies register under number 380 129 866 whose head office is located at 111 quai du Président Roosevelt, 92130 Issy-les-Moulineaux - France) acts as the main distributor, and that as such Orange SA has been mandated by the EMI to ensure the distribution of the Orange Money Europe Service via POS and their coordination.

**Electronic Money Institution (EMI):** W-HA (100% subsidiary of the Orange group), a limited company with capital of €10,008,000, whose head office is located at Village de l'Arche 6, 31 Place Ronde, 92800 PUTEAUX La Défense - FRANCE and registered in the Nanterre Trade and Companies Register in France under number B 433 506 433, which, within the meaning of article 526-1 of the French Monetary and Financial Code, issues and manages electronic money as its usual activity, by virtue of its status as a company approved in France as an Electronic Money Institution (interbank code no. 14738) by the Prudential Control and Resolution Authority (ACPR) and which offers the Orange Money Europe Service to Users, and is the issuer of the Electronic Money associated with the latter. Its approval allows it to carry out its activities in France and in the countries of the European Economic Area – which include Belgium, Spain, Germany, Italy, Portugal, Ireland, Luxembourg, Austria, and the Netherlands – by way of Free Provision of Services (list published by the ACPR on the website <https://www.regafi.fr>).

**Orange Money Europe customer area:** the User's personal space on the Orange Money Europe Website and Application, as defined in article 11 hereof.

**European Economic Area:** the 27 member states of the European Union and 3 of the 4 member states of the European Free Trade Association: Iceland, Liechtenstein and Norway.

**Electronic Money:** the monetary value stored in electronic form on the Issuer's server and representing a claim of the User against the Issuer. Electronic Money is issued by the Issuer against the remittance of the corresponding funds by the User.

**Mobile Station Integrated Services Digital Network (MSISDN):** the mobile number available to the User.

**Electronic Communications Operator:** the electronic communications operator which allows Users to access the Orange Money Europe Service from their mobile device and their mobile line using the Orange Money Application or the Website for Users residing in Italy, Spain, Germany, the Netherlands, Belgium, Portugal, Luxembourg, Ireland, Austria, or France (excluding French Polynesia, Saint-Pierre and Miquelon, and Wallis and Futuna).

**Approved Receiving Partner:** the legal entity responsible for identifying the Beneficiary and checking the Beneficiary's compliance with the eligibility conditions provided for by international and local laws and regulations.

The Partner ensures receipt of the electronic money transfer into an electronic money account, a bank account or in local currency.

The Partner must be able to demonstrate local banking authorization at any time.

**Parties:** collectively, the EMI and the User.

**POS:** the physical point(s) of sale of Orange Money Europe Distributors which are located in France only and carry out enrollment, withdrawal and/or deposit transactions requested by Users who have opened their account in France.

**POS network:** refers, where applicable, to all points of sale (POS) that work for the same Distributor.

**Mobile Network:** all public telecommunications networks 2G (GSM, GPRS), EDGE, 3G (UMTS), HSDPA and H+, 5G, Wi-Fi or any other future technology and/or telecommunications standards operated by Electronic Communications Operators.

**Local Banking Service:** the Electronic Money account, bank account or cash withdrawal service managed by an Approved Receiving Partner on behalf of the Beneficiary.

**Orange Money Europe Service:** the service offered by the EMI allowing deposit, withdrawal and (i) national and (ii) international money transfer operations to be carried out via the Orange Money Europe Account. The Orange Money Service Europe is open for subscription in Italy, Spain, Germany, the

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Netherlands, Belgium, Portugal, Ireland, Luxembourg or France (excluding French Polynesia, Saint-Pierre and Miquelon, and Wallis and Futuna), from Orange Money Europe application and, for France only, from POS.

**Website:** the website accessible via the URL <https://orangemoney.fr/> which provides all the information relating to the Orange Money Europe Service and provides certain functionalities of the Orange Money Europe Service.

**Third-party Partners:** legal entities not parties hereto and partners of the EMI in the context of the provision of the Orange Money Europe Service.

**Transaction:** any transaction (deposit, withdrawal, payment transaction or money transfer) carried out using the Orange Money Europe Service.

**User:** any capable adult natural person residing in Italy, Spain, Germany, the Netherlands, Belgium, Portugal, Ireland, Luxembourg, Austria, or France (excluding French Polynesia, Saint-Pierre and Miquelon, and Wallis and Futuna), who is the holder or has use of a mobile line with a compatible post-paid, capped, prepaid plan subscribed to with an Electronic Communications Operator established in the User's country of residence, who has a compatible mobile device, and has subscribed to the Orange Money Europe Service for their personal needs and according to the terms described herein.

## **Article 2 - Purpose**

**2.1** The purpose of these Terms and Conditions of Use is to define the conditions under which the EMI provides the User with the Orange Money Europe Service.

**2.2** These Terms and Conditions of Use constitute the contract between the User and the EMI supplemented where applicable by the general conditions of use of the Orange Money Europe Application if the User downloads said application and/or the application form, depending on the subscription method used.

## **Article 3 - Prerequisites and requirements to register for the Orange Money Europe Service**

In order to register for the Orange Money Europe Service, the User declares at the time of registration and throughout the duration of the Orange Money Europe Service that they are:

- a legally capable natural person;
- at least eighteen (18) years old;
- residing in Italy, Spain, Germany, the Netherlands, Belgium, Portugal, Ireland, Luxembourg, Austria, or France (excluding French Polynesia, Saint-Pierre and Miquelon, and Wallis and Futuna);
- the holder or user of a mobile line with a postpaid, capped or prepaid plan subscribed to with an Electronic Communications Operator established in the User's country of residence and compatible with the Orange Money Europe Service;
- the holder of an active, unsuspended or unterminated mobile line compatible with the Orange Money Europe Service;
- in possession of a mobile device compatible with the Orange Money Europe Service;
- not identified on an international blacklist in the context of legislative and regulatory provisions relating to the fight against money laundering and the financing of terrorism, including European and national asset freezing lists;
- not already the holder of an Orange Money Europe Account.

The Orange Money Europe Service can be accessed by any User from the Orange Money Europe Application using a mobile device with a compatible version of Android or iOS (list) or for Users in France via the Website available at [orangemoney.fr](https://orangemoney.fr).

## **Article 4 – Terms of use of the Orange Money Europe Service**

**4.1** The Orange Money Europe Service cannot under any circumstances be used for professional purposes by the User.

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**4.2** The Orange Money Europe Service is offered to Users residing in Italy, Spain, Germany, the Netherlands, Belgium, Portugal, Ireland, Luxembourg, Austria, or France (excluding French Polynesia, Saint-Pierre and Miquelon and Wallis and Futuna), via the Application or, for Users from France only, via the Website <https://orangemoney.fr/>. The POS are only available to Users who have opened their Orange Money Europe Account in France.

**4.3** A User can only have one Orange Money Europe Account. Any attempt to open another may lead the EMI to terminate the additional Orange Money Europe account opened by the User.

**4.4** The Orange Money Europe Service can only be used by the User who has subscribed to it for their own use. No power of attorney can be given by the User to a third party to use the Orange Money Europe Account. The User is the sole party responsible for all transactions carried out on their Orange Money Europe Account.

**4.5** Usage limits and ceilings have been defined. They vary depending on whether the User has completed a full or partial registration under the conditions referred to in Article 5 below. The details of these limits and ceilings are presented in Appendix 1.

**4.6** It is specified that the EMI and/or POSs in France may lower the ceilings and limits indicated in Appendix 1, in particular for the purposes of fraud prevention and for security reasons.

**Article 5 – Subscription and activation of the Orange Money Europe Service**

In France, Users can subscribe to the Orange Money Europe Service physically at a POS, or digitally via the Orange Money Europe Application.

Outside of France, Users can only subscribe digitally via the Orange Money Europe Application.

**5.1 Partial subscription via the Orange Money Europe Application**

The User subscribes via the Orange Money Europe Application by providing valid original proof of identity, indicating in particular the User's place and country of birth (among the documents accepted below):

- national identity card (issued by a state of the European Union);
- passport (regardless of the issuing state);
- residence card or permit issued by a state of the European Union;
- European driving license

And a digital photograph of their face taken using the Orange Money Europe Application.

As part of the subscription process, the User must create a four (4) digit PIN Code in accordance with the stipulations of article 6 hereof, which will allow them to access the Orange Money Europe Service.

The User accepts the Terms and Conditions of Use during the subscription process and receives a copy of these Terms and Conditions of Use at the email address provided when they subscribe to the Service. The User may consult the Terms and Conditions of Use at any time during the subscription process or subsequently via the Orange Money Europe Application ("My Account" menu) or on the Website <https://orangemoney.fr/> ("General Terms and Conditions of Use" section). If the User does not accept the Terms and Conditions of Use, their registration for the Orange Money Europe Service will be canceled.

The User can register one or more Bank Card(s) on the Orange Money Europe account.

The User will then have access to the Orange Money Europe Service according to the conditions specified in Appendix 1.

**5.2 Partial POS subscription available only for Users in France**

The User provides the POS with a valid original proof of identity, indicating in particular the User's place and country of birth (among the documents accepted below):

- national identity card (issued by a state of the European Union);
- passport (regardless of the issuing state);
- residence card or permit issued by a state of the European Union;

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- driving license issued by a state of the European Union.  
And a digital photograph of their face taken using the Orange Money Europe Application.

As part of the subscription process, the User must create a four (4) digit PIN Code in accordance with the stipulations of article 6 hereof, which will allow them to access the Orange Money Europe Service.

The User must finalize their subscription request via the Orange Money Europe Application.

The User accepts the Terms and Conditions of Use during the subscription process and receives a copy of these Terms and Conditions of Use at the email address provided when they subscribe to the Service. The User may consult the Terms and Conditions of Use at any time during the subscription process or subsequently via the Orange Money Europe Application ("My Account" menu) or on the Website <https://orangemoney.fr/> ("General Terms and Conditions of Use" section). If the User does not accept the Terms and Conditions of Use, their registration for the Orange Money Europe Service will be canceled.

The User can register one or more Bank Card(s) on the Orange Money Europe account.  
The User will then have access to the Orange Money Europe Service according to the conditions specified in Appendix 1.

### **5.3 Finalizing the subscription, only via the Orange Money Europe Application**

**5.3.1** The User first proceeds with the partial subscription steps via the Orange Money Europe Application or, only for Users in France, via a POS, in accordance with articles 5.1. and 5.2 above.

**5.3.2** In order to benefit from the full subscription to the Orange Money Europe Service as referred to in Appendix 1, the User must request it via the Orange Money Europe Application, or the full subscription may be automatically applied to the User in some cases. This possibility will only be offered to the User after they have reached a certain minimum usage threshold of their account.

**5.3.3** The User's request may include a certain number of questions from the EMI (e.g. envisaged uses, customer's income) to which the User must respond, in particular to enable the EMI to establish the needs and purposes expected by the User. The answers to these questions, supplemented by the User's usage history, will lead the EMI to accept or decline the request. In the event of refusal, the User can always reapply later (in the event their answers to the questions change or their usage history changes).

**5.3.4** The EMI will verify the accuracy and veracity of all the information provided by the User, by using a Third Party Partner to verify their identity. The EMI reserves the right to request any additional documents from the User proving their name and address at any time if the documents provided are not deemed satisfactory. The EMI also reserves the right to refuse the definitive registration of the User to the Orange Money Europe Service in the event that the required information and/or documents are not sent within fifteen (15) calendar days following the EMI's request.

**5.3.5** The EMI reserves the right to suspend and/or refuse the definitive registration of the User, particularly in the event of a legitimate reason to suspect the existence of fraud. If applicable, the EMI may make any request for additional and useful information and/or documents in order to decide on the definitive registration of the User or to refuse their registration to the Orange Money Europe Service.

### **Article 6 – PIN Code**

**6.1** At the end of the registration process for the Orange Money Europe Service and when they first access the Orange Money Europe Website or Application, the User must modify the temporary PIN Code which was sent to them. The chosen PIN Code will act as a personalized means of security. Otherwise, the User will not be able to access the Orange Money Europe Application and the Orange Money Europe Customer Area.

**6.2** The User must choose a code that is different from the PIN code of their mobile device and which is not easily identifiable by a third party, such as a logical sequence or four (4) identical digits. The PIN Code chosen must meet the format required by the EMI. The User must make every effort to ensure the security of the Orange Money Europe Service and their PIN Code. They must therefore keep the PIN

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Code absolutely secret and not communicate it to anyone. In particular, they must not save it in the memory of their mobile device, nor in the memory of the SIM Card, nor write it on a physical medium. They must take care to enter the code away from prying eyes. It is specified that the EMI will never ask for this PIN Code, neither by telephone, email or the internal messaging service of the Orange Money Europe Application.

**6.3** The User must enter the PIN Code each time they are asked to do so to access the Orange Money Europe Application, the Orange Money Europe Customer Area or when confirming an action initiated via the Orange Money Europe Website or Application. The number of consecutive attempts to enter the PIN Code is three (3). On the third unsuccessful attempt, whether carried out via the Orange Money Europe Application or the Orange Money Europe Customer Area, access to the Orange Money Europe Service will be blocked via the Orange Money Europe Application and the Orange Money Europe Customer Area. The User must then reset their PIN Code to access the Orange Money Europe Application or the Orange Money Europe Customer Area again.

**Article 7 – User commitments and obligations**

**7.1** Throughout the duration of these Terms and Conditions of Use, the User guarantees that their use of the Orange Money Europe Service will comply with this document, and more generally undertakes to the EMI only to carry out transactions on their Orange Money Europe Account that are authorized by the law and regulations in force.

**7.2** The User certifies that all the information provided at the time of registration for the Orange Money Europe Service is valid, accurate, truthful and up to date, and undertakes to inform Orange Money Europe Customer Service without delay of any change in their situation during their relationship with the EMI (change of home or email address, etc.). The User is also required to send a new identity document to the Orange Money Europe Service as soon as the one communicated during subscription has expired.

**7.3** The User authorizes the EMI to communicate with them via the internal messaging service of the Orange Money Europe Application or by SMS via their mobile number associated with the Orange Money Europe Service, the contact mobile number, and/or the email address provided to the EMI to inform the User as necessary on the monitoring and management of the Orange Money Europe Service. It is specified that the mobile number associated with the Orange Money Europe Service and/or the contact email address will be used in particular for information relating to the use of the Orange Money Europe Service and the life of the contract. Consequently, the User undertakes to regularly consult the internal messaging system of the Orange Money Europe Application or the messages received on their mobile line, and to keep the contact details provided up to date. The User is the sole party responsible for any data they communicate and any failure to update that information.

**7.4** The User must take all measures to protect their mobile device and their SIM Card giving access to the Orange Money Europe Service, and to preserve their PIN Code. This PIN Code is personal and cannot be communicated to a third party.

**7.5** The User undertakes to inform the EMI by any means and without delay, in the event of loss or theft of their mobile device associated with the Orange Money Europe Service.

**7.6** The User must terminate their Orange Money Europe Service:

- if the mobile line associated with the Orange Money Europe Service is terminated;
- and any other case which results in the User stopping the use of the mobile line associated with the Orange Money Europe Service.

In the event of suspension or termination of the mobile line associated with the Orange Money Europe Service or change of mobile number, the User can either terminate the Orange Money Europe Service or change the mobile number associated with the Orange Money Europe Service in order to continue using said Service (“number change” procedure available in the FAQ section of the website <https://orangemoney.fr/> or in the Orange Money Europe Application).

**Article 8 – Deposit of sums of money into an Orange Money Europe Account**

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**8.1** Money deposits are capped and limited per day and are subject to invoicing, under the conditions set out in Appendix 1. For POS (available to Users in France only), the User is further informed that deposits are subject to the limits set by each Distributor and the cash constraints of each POS.

**8.2** To top up their Orange Money Europe Account, the User can do the following:

- for Users in France only: go to a POS with valid proof of identity and hand over the amount to be deposited in cash or make a deposit via the “proximity payment” system by Bank Card if accepted by the POS in question. The Account status is then “activated”. Only French bank cards accepted by the POS can be used to top up, or;
- make a payment by Bank Card directly from your Orange Money Europe Application, or for Users in France only, via the Website, or;
- make a payment via one of our Third Party Partners (listed in the Orange Money Europe Application) and according to the latter’s general terms and conditions.

When making a deposit at a POS or on the Orange Money Europe Application, the User must specify the origin of the funds.

It is specified that only certain bank cards will be accepted (the list is constantly being updated, available on the Orange Money Europe Application or on the Website <https://orangemoney.fr/>).

The User has the option to register their Bank Card in order to link it to their Orange Money Europe Account, via the Orange Money Europe Application. The User may decide at any time to cancel the registration and the link between their Bank Card and their Orange Money Europe account.

**8.3** The User is the only person authorized to top up their account at POS or via the Orange Money Europe Application. Topping up the User's account by a third party is prohibited. If a third party tops up the User's account, the EMI reserves the right to suspend or terminate the User's account automatically and immediately, without the User being able to claim compensation of any kind.

**8.4** Additional methods of recharging the account may be offered to the User by the EMI at a later date. These methods will be presented and detailed through the usual communication channels.

**8.5** Deposits made by the User will be available on the User's Orange Money Europe Account once the validity of the Transaction has been checked by the EMI.

The User must take care to keep the receipt given by the POS on which the Transaction number will appear and, where applicable, the mobile number (partly hidden) associated with the Orange Money Europe Account for the transaction.

The User will see the Transaction appear on the Orange Money Europe Application as soon as their Orange Money Europe Account has been credited with the amount deposited less the fees charged for the deposit.

**8.6** The balance of the Orange Money Europe Account cannot exceed the ceilings indicated in Appendix 1. As the ceilings are checked prior to the deposit, any deposit made by the User pursuant to article 8.2 that exceeds the ceiling will be refused.

**8.7** The EMI or POS, only in France, may refuse deposits or disable top-up methods without notice for the purposes of fraud prevention, and for security reasons.

**8.8** The list of POS allowing deposits into the Orange Money Europe Account is available on the Website or from Orange Money Europe Customer Service.

**8.9** Deposits made into the Orange Money Europe Account do not bear interest.

**8.10** Users can only make deposits into their Orange Money Europe Account at a POS in France if they have opened their Orange Money Europe Account in France.

**Article 9 – Withdrawal of sums from the Orange Money Europe Account**

**9.1 Users from France only** POS money withdrawals are capped and are subject to invoicing under the conditions set out in Appendix 1. The User is further informed that withdrawals can only be made

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within the limits of the cash constraints of each POS, in particular, the sums held in cash by the POS and the limits set by each Distributor.

When the User initiates a withdrawal request via the Orange Money Europe Application or on the Website, they will be sent a code (digital or QR code) that is valid for a limited period of time, which varies depending on the Distributor. The User must go to a POS during this time in order to communicate said code.

Once the POS has carried out all necessary checks, particularly in terms of regulations relating to the fight against money laundering and the financing of terrorism, and the validity of the Transaction has been checked by the EMI, the transaction history will be updated with this debit transaction and the sums withdrawn by the User will be given to them in cash.

The User must take care to keep the receipt given by the POS on which the Transaction number will appear and, where applicable, the mobile number (partly hidden) associated with the Orange Money Europe Account for the transaction.

**9.2** From the Orange Money Europe Application, or from the Website only for Users from France, the User may withdraw all or part of the funds in their Orange Money Europe Account, by initiating a bank transfer to a pre-registered IBAN in their name.

**9.3** The balance of the Orange Money Europe Account must at least cover the amount that the User wishes to withdraw and the fees billed to them for the withdrawal.

**9.4** Additional methods of withdrawal may be offered to the User by the EMI at a later date. These methods will be presented and detailed through the usual communication channels.

**9.5** The EMI or the POS may temporarily refuse any withdrawal at any time and without notice for the purposes of fraud prevention and for security reasons.

**9.6** For Users in France only, the list of POS allowing withdrawals from the Orange Money Europe Account is available on the Website or from the Orange Money Europe Customer Service.

**9.7** All operations (in particular deposits and withdrawals) on their Orange Money Europe Account at a POS in France are accessible only to Users who opened their Orange Money Europe Account in France.

In the event of termination of these Terms and Conditions of Use for any reason whatsoever, POS withdrawals can no longer be made from the effective date of termination of these Terms and Conditions.

**Article 10 – Money transfer from the Orange Money Europe Account**

**10.1** Money transfers are capped and subject to invoicing, under the conditions set out in Appendix 1.

**10.2** The Orange Money Europe Service allows national and international money transfers to be made from the Orange Money Europe Application, or from the Website only for Users in France, to the countries indicated in the Orange Money Europe Application or on the Website <https://orangemoney.fr/>.

**10.3** Money transfers in Europe are made from one Orange Money Europe account to another.

**10.4** For international money transfers, the transfer can be made from an Orange Money Europe Account to an Orange Money Europe Account or to a local banking service (Electronic Money account, bank account or cash withdrawal service) managed by an Approved Receiving Partner on behalf of the Beneficiary.

The User may define the amount transferred in euros or in the currency of the Beneficiary's country. The conversion rate is set by the Service based on the rate in effect on the date of the transaction. This conversion rate is brought to the attention of the User at the time of the Transaction.

**10.5** The balance of the Orange Money Europe Account of the sending User must at least cover the amount that the User wishes to transfer to the Beneficiary and the fees for the transfer. The amounts of

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transfers and transaction fees will be deducted from the balance of the User's Orange Money Europe Account.

**10.6** The money transfer is approved by the EMI subject to the provision of additional information that the User declares to the EMI from the Orange Money Europe Application, in particular the reason for the Transaction (health aid, family assistance, etc.), as well as the Beneficiary's full name and date of birth (non-exhaustive list).

**10.7** Once the transfer has been confirmed by the User on the Orange Money Europe Website or Application, the Transaction can no longer be canceled by the User.

It is the User's responsibility to check, for each transfer, the Beneficiary, in particular the Beneficiary's mobile number in the context of a so-called "mobile money" transfer, this mobile number constituting the Beneficiary's account identifier.

The EMI cannot be held responsible for any errors or incomplete information provided by the User to any Beneficiary or on their mobile number, whether or not this error or incomplete information prevents the Transfer from going through.

The EMI cannot be held responsible for any error concerning the amount of the transfer to the Beneficiary. In such cases, the Beneficiary must contact the User sending the Transfer.

**10.8** Once the national or international transfer has been carried out to an Orange Money Europe Account, the User is informed whether or not the operation was successful.

**10.9** With regard to international transfers, Beneficiaries may be charged withdrawal fees, the amount of which will vary depending on the Partner concerned by the transaction.

**10.10** The EMI may temporarily refuse any transfer at any time and without notice for fraud prevention purposes and for security reasons.

### **Article 11 – Orange Money Europe Customer Area**

The Orange Money Europe Customer Area is accessible to the User via the Orange Money Europe Application, or, for Users from France, via the Website <https://orangemoney.fr/> which has some of the functionalities of the Orange Money Europe Service.

To access the Orange Money Europe Customer Area, the User must enter their PIN Code. In the event of unsuccessful attempts, the provisions of article 6.3 hereof apply.

The Orange Money Europe Customer Area allows the User:

- to view the Transactions in the history for five (5) years following the date of the Transaction;
- to download receipts for money transfer and payment operations during the twenty-four (24) months following the date of the operation;
- to download the monthly transaction statement for the twenty-four (24) months following the month of the monthly statement;
- to download the summary of Orange Money Europe fees during the calendar year corresponding to the statement and the one that follows.
- to communicate with the EMI via the internal messaging service.

The User is advised to regularly print the documents available via their Orange Money Europe Customer Area, and to keep them.

With regard to information relating to Transactions carried out with Orange Money Europe Third Party Partners, W-HA cannot guarantee the accuracy of the information transmitted by these third parties.

### **Article 12 – Fees applied**

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**12.1.** In accordance with Appendix 1, the fees applied to the User are detailed and made available to them via the rate sheet available on the Orange Money Europe Application or on the Website: <https://orangemoney.fr/tarifs/>

**12.2** The Orange Money Europe Service requires that the balance available on the User's Orange Money Europe Account be debited for the fees relating to each Transaction. At no time can the Orange Money Europe Account have a negative balance.

Also, before carrying out any Transaction using the Orange Money Europe Service, it is the User's responsibility to ensure that the balance of their Orange Money Europe Account covers the amount of the Transaction and any applicable fees, otherwise the Transaction will not be authorized by the EMI.

**12.3** The User can check the available balance on their Orange Money Europe Account at any time from the Orange Money Europe Application or from the Website.

**12.4** The User undertakes to pay any sum due to the EMI hereunder, and authorizes the EMI to automatically debit their Orange Money Europe Account in order to recover said sum.

If there are insufficient funds in their Orange Money Europe Account to cover the entire amount due for a Transaction, the Transaction cannot be carried out.

**Article 13 – Inactive Orange Money Europe Account and billing of account fees**

**13.1** If there has been no deposit, withdrawal, payment, outgoing transfer or incoming transfers on the User's Orange Money Europe Account for a consecutive period of at least one (1) year, the Account will be considered inactive, pursuant to article 19.5, and monthly account fees will be billed to the User.

**13.2** The monthly account fees are set out in the rate sheet as referred to in article 12.1 above and in Appendix 1. They will be deducted, at the start of each calendar month, from the outstanding Electronic Money corresponding to the residual balance of the inactive Orange Money Europe Account, until this balance is zero or until the User requests total reimbursement of the balance.

**13.3** The User can reactivate their Orange Money Europe Account at any time by carrying out a Transaction.

**13.4** In the event of an inactive Account, the User acknowledges and accepts that account fees may be invoiced by the EMI, in accordance with the price sheet as referred to in Appendix 1.

**Article 14 – Duration and expiration**

**14.1** The validity period of the Orange Money Europe Service is thirty-six (36) months from the date of acceptance of these Terms and Conditions of Use.

**14.2** If the User does not notify EMI within thirty (30) calendar days prior to the expiry date of the Orange Money Europe Service that they do not wish to extend the use of the Orange Money Europe Service by sending a registered letter with acknowledgment of receipt to the following address: W-HA – SAV Orange Money Europe, Village de l'Arche 6, 31 Place Ronde, 92800 PUTEAUX La Défense - FRANCE, the Orange Money Europe Service will be renewed for a period of thirty-six (36) months.

Ninety (90) days before the end of these terms, the User will receive a message (email and/or notification in the Orange Money Europe Application) informing them if they do not cancel at least thirty (30) days before the end of these Terms and Conditions of Use, they tacitly accept that they will be extended for thirty-six (36) months.

**14.3** As soon as the User's Orange Money Europe Service is terminated, for whatever reason, the EMI will block the Orange Money Europe Account so that the Orange Money Europe Service can no longer be used.

**Article 15 – Inspection**

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**15.1** By accepting these terms, the User expressly authorizes the EMI to communicate any document/information necessary to the judicial authorities within the framework of the applicable regulations, in particular for the fight against money laundering and the fight against the financing of terrorism, including European and national asset freeze lists.

**15.2** If applicable and necessary, the EMI may contact the User directly, in particular within the framework of the applicable regulations, in particular for the fight against money laundering and the fight against the financing of terrorism, in including the European and national asset freeze lists. The User must, where applicable, provide upon first request any document/information necessary as part of the Orange Money Europe Service.

If the User does not provide the required documents within fifteen (15) calendar days, the EMI is entitled to automatically suspend and/or terminate the execution of these Terms and Conditions of Use without any compensation owed by the EMI to the User.

**Article 16 – Loss, theft and unauthorized or poorly executed Transactions**

**16.1** As soon as the User becomes aware of the loss or theft of their mobile device, the SIM Card giving access to the Orange Money Europe Service or their PIN Code, of the fraudulent use or misappropriation of the Orange Money Europe Service, the User must immediately inform Orange Money Europe Customer Service in order to block the Orange Money Europe Service. The User must explain why they are requesting the service to be blocked.

**16.2** The request must be made by telephone to the Orange Money Europe Customer Service number during the working hours indicated in article 24 hereof or using the Message Center in the Orange Money Europe Application. The request will be taken into account immediately.

**16.3** If a request has been made to block the service, the EMI may ask the User to send a receipt or a copy of a complaint filed or a sworn declaration.

**16.4** Requests made to the EMI to block the service have no impact on the mobile phone service. To block the mobile phone service, the User must report the loss or theft of their mobile device or SIM Card to their Electronic Communications Operator under the agreed conditions.

**16.5** If the User considers that a Transaction they have not authorized has been executed or that a Transaction has been incorrectly executed, they must immediately contact the Orange Money Europe Customer Service (form available in the Orange Money Europe Application or by telephone at the number of the Orange Money Europe Customer Service during working hours indicated in article 24 hereof, or on the form available on the [orangemoney.fr](http://orangemoney.fr) Website for Users in France only). The User will then be asked to send Orange Money Europe Customer Service an exhaustive sworn declaration setting out the facts declared as soon as possible. The EMI may, if necessary, ask for additional information.

**16.6** In the event of an unauthorized Transaction following the loss or theft of the mobile device or the SIM Card integrating the Orange Money Europe Service carried out using the PIN Code before the blocking request, the User shall bear the losses related to the use of this instrument within the limits provided for in the User's local laws.

However, the User will bear all losses caused by unauthorized Transactions if these losses result from fraudulent action on their part or if they have intentionally or grossly and negligently failed to meet their obligations, in accordance with the User's local laws, or as soon as the EMI has legitimate reasons to suspect the existence of fraud.

**16.7** If it turns out that a partially or fully refunded Transaction had in fact been authorized or carried out by the User in violation of these terms or in a fraudulent or grossly negligent manner, the EMI would be entitled to cancel any refund made and to hold the User liable in order to obtain compensation for any damage suffered due to non-compliant or fraudulent use of the Orange Money Europe Service. The EMI may also, where applicable, charge the User for search costs set out in Appendix 1.

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**16.8** The User may obtain a refund for a Transaction if they have not authorized it in accordance with the conditions provided herein or when the EMI is responsible for the improper execution of a Transaction, in accordance with the User's local laws. Reimbursement may only be requested if the User has reported, in each case, the unauthorized or incorrectly executed Transaction without delay and at the latest within thirteen (13) months maximum following the debit date of the disputed Transaction.

**16.9** The User may also obtain reimbursement for any authorized payment transaction if the conditions for reimbursement are met, in accordance with the local law applicable to the User. The User has a period of eight (8) weeks from the date on which the funds were debited to make their request. They must provide all the details requested by the EMI relating to the requested reimbursement.

**16.10** The EMI will reimburse the User within ten (10) working days of receiving the reimbursement request or receipt of any other additional information that may have been requested to confirm the User's right to a reimbursement.

**Article 17 – Responsibility of the EMI**

**17.1** The EMI cannot be held responsible for any loss or damage resulting from:

- any case of force majeure as defined in article 1218 of the Civil Code, i.e. an event beyond the control of EMI, which could not reasonably have been foreseen at the time the User subscribed to the Orange Money Europe Service and the effects of which could not have been avoided by taking appropriate measures, preventing the execution of the Orange Money Europe Service;
- the blocking, restriction or cancellation of the Orange Money Europe Service carried out under the conditions of article 18.1 hereof;
- the refusal of a Transaction by the EMI pursuant to article 18.4 hereof;
- compliance by the EMI with the legal and regulatory requirements applicable to it;
- non-compliance by the User with these terms and more generally with the legal and regulatory provisions applicable to them;
- any loss or corruption of data, unless caused by a willful failure on the part of the EMI;
- an opposition/blocking request that does not come from the User;
- the termination of a relationship between the EMI and an essential partner for the provision of the Orange Money Europe Service, depriving the EMI of an equivalent solution.

**17.2** The EMI undertakes to implement the means necessary to provide the Orange Money Europe Service.

The EMI can only be held liable, whatever the basis and nature of the action, in the event of proven fault on its part having caused personal, direct and definite harm to the User.

The Parties expressly agree that the following types of damages and/or losses cannot give rise to compensation, whether or not they were reasonably foreseeable: loss of profit, loss of turnover, operating income, opportunities, loss of customers, damage to image and loss of data.

**17.3** The EMI undertakes to inform the User of any developments in the Orange Money Europe Service by any means, in particular via the internal messaging service of the Orange Money Europe Application and/or via the contact details provided by the User, namely the mobile phone number and/or e-mail address.

The User will also be kept informed of any promotions offered by the Orange Money Europe Service, on the Orange Money Europe Application or on the Website <https://orangemoney.fr/>, only for Users in France.

It is specified that as part of the Orange Money Europe Service, the EMI will communicate by email and/or any other suitable means with the User in the following cases:

- upon acceptance of the Terms and Conditions of Use;
- to inform the User of updates to the Terms and Conditions of Use or changes to the Orange Money Europe Service;
- to communicate promotions and information from Orange Money Europe Third Party Partners if the User has agreed to receive this information;

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- in the event of a request for information and/or additional supporting documentation required under the regulations relating to the fight against money laundering and the financing of terrorism;
  - as part of the User's exchanges with Orange Money Europe Customer Service, in accordance with the stipulations of article 24 below.

**Article 18 – Blocking the Orange Money Europe Service and refusing a Transaction**

**18.1** The EMI may restrict (for example downgrade the usage limits of a full subscription to the level of a partial subscription), block or terminate the User's Orange Money Europe Service at any time for one of the following reasons:

- if there is no correlation between the needs and purposes initially declared by the User during their initial subscription or during their full subscription request, and the uses ultimately observed by the EMI;
- if the Orange Money Europe Service is suspected of being used in an unauthorized or fraudulent manner;
- if the Law or any regulation obliges it to do so;
- if the User's mobile device is stolen or lost and the EMI has been informed;
- if the User does not pay the amounts due in connection with the use of the Orange Money Europe Service;
- if the User's access to the Orange Money Europe Application is suspended in the cases referred to in article 4.2 of the Terms and Conditions of Use of the Application (Appendix 3);
- if the relationship between the EMI and an essential partner for the provision of the Orange Money Europe Service is terminated, depriving the EMI of an equivalent solution.

**18.2** The EMI will implement the necessary means to inform the User if their Orange Money Europe Service is blocked, restricted or terminated, unless informing them would compromise legitimate security measures or would be illegal.

**18.3** The EMI will unblock the Orange Money Europe Service as soon as possible after the reasons that led to the suspension of the service have disappeared and the EMI has become aware of them.

**18.4** The EMI may refuse a Transaction carried out with the Orange Money Europe Service in the following cases:

- if the User's Orange Money Europe Account balance does not cover the amount and/or any applicable fees;
- if the User acts in violation of these terms;
- if the User or holder of the mobile service associated with the Orange Money Europe Service has declared their mobile device lost or stolen;
- if the EMI believes that the Transaction is suspicious or illegal;
- if the Transaction causes the User to exceed the ceilings and limits set herein;
- if the law, a court or any other competent authority compels the EMI to refuse this Transaction;
- due to errors, failures (technical or otherwise) or refusals by payment processing organizations, banking networks or payment systems;
- in the event of the User's death.

**18.5** In the event of refusal, the User may also contact Orange Money Europe Customer Service in order to contest the refusal of the Transaction and to obtain all the information they deem necessary, unless informing them of this would compromise legitimate security measures or would be illegal.

**18.6** In the event the EMI refuses a Transaction, the Terms and Conditions of Use will continue to apply, and the EMI will continue to provide the Orange Money Europe Service to the User.

**18.7** The EMI may temporarily refuse any Transaction, at any time and without notice for fraud prevention purposes and for security reasons.

**Article 19 – Suspension, cancellation and discontinuation of the Orange Money Europe Service**

**19.1** It is specified that the User may cancel their Orange Money Europe Service at any time in the Orange Money Europe Application or by sending a registered letter with acknowledgment of receipt to

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the following address: W-HA – SAV Orange Money Europe, Village de l'Arche 6, 31 Place Ronde, 92800 PUTEAUX La Défense - FRANCE or via the Message Center in the Orange Money Europe Application.

The available balance of the Orange Money Europe Account will be reimbursed according to the terms detailed in article 21 below.

**19.2** The EMI may automatically terminate the User's Orange Money Europe Service immediately without the User being able to claim compensation of any kind in the following cases:

- failure of the User to comply with these Terms and Conditions, and in particular the regulations applicable to the fight against money laundering and the financing of terrorism, including the European and national asset freezing lists;
- loss of the authorization to provide the Orange Money Europe Service by the EMI;
- threatening or abusive behavior towards EMI employees or any other person acting on behalf of the EMI;
- use of the Orange Money Europe Account for fraudulent or illegal purposes by the User;
- in the event of termination of a relationship between the EMI and an essential partner for the provision of the Orange Money Europe Service, depriving the EMI of an equivalent solution.

**19.3** If the User uses their Orange Money Europe Account for fraudulent or illegal purposes resulting in the termination of their Orange Money Europe Account under the conditions set out in article 19.2 above, the EMI reserves the right to invoice banking fees to the User in accordance with the rate sheet referred to in Appendix 1.

**19.4** The EMI also reserves the right to cease marketing and interrupt the Orange Money Europe Service at its sole discretion, without the User being able to claim compensation of any kind whatsoever. In this case, the EMI will inform the User at least two (2) months before the date of cancellation of the Orange Money Europe Service.

**19.5** In the event of an inactive account as defined by Law No. 2014-617 of June 13, 2014, the balance of the Orange Money Europe Account will be transferred to the Caisse des Dépôts et Consignations after a period of 10 (ten) years from the last Transaction or the last contact of the User. This period shall be reduced to 3 (three) years from the date of death for an inactive account of which the User is the deceased. This deposit will result in the closure of the User's Account, of which the User will be duly informed by the EMI by means of an e-mail sent to the User or their known beneficiaries six (6) months before the expiry of the aforementioned deadlines. In the absence of a claim from the User or their beneficiaries, the balance will be acquired by the State 20 (twenty) years after the date of deposit to the Caisse des Dépôts et Consignations for an inactive account whose holder is alive. This period is reduced to 27 (twenty-seven) years if the holder is deceased. Until the expiration of one of these deadlines, the sums deposited with the Caisse des Dépôts et Consignations are held by it on behalf of the User or their beneficiaries. To obtain those sums, the User or their beneficiaries must provide the Caisse des Dépôts et Consignations with proof of identity and proof of the amounts owed to them.

**19.6** The services of Third Party Partners accessible via the Orange Money Europe Application may be suspended, and where applicable, terminated automatically without notice in accordance with the contractual provisions negotiated with the said partner, without the User being able to claim any compensation.

## **Article 20 – Death of the User**

**20.1** The death of the User automatically terminates these Terms and Conditions of Use, as soon as it is brought to the attention of the EMI by registered letter with acknowledgment of receipt to the following address: W-HA – SAV Orange Money Europe, Village de l'Arche 6, 31 Place Ronde, 92800 PUTEAUX La Défense - FRANCE accompanied by a death certificate.

**20.2** Transactions carried out once the EMI has been informed of the death, unless the beneficiaries or the notary in charge of the estate agree to honor them, will be considered as not having been authorized.

**20.3** The Orange Money Europe Account will remain open for the time necessary to settle the inheritance. However, if at the end of a period of twelve (12) months following the death none of the

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User's beneficiaries has informed the EMI of their desire to assert their rights over the Orange Money Europe Account, the EMI may apply account fees, the amount of which is set out in Appendix 1. These fees will then be deducted, at the start of each calendar month, from the outstanding Electronic Money corresponding to the residual balance of the inactive Orange Money Europe Account, until this balance is zero.

**20.4** To obtain reimbursement of the residual balance of the Orange Money Europe Account, the beneficiaries or the notary must send a written request by registered mail with acknowledgment of receipt to the following address: W-HA – SAV Orange Money Europe, Village de l'Arche 6, 31 Place Ronde, 92800 PUTEAUX La Défense - FRANCE, including the following information and supporting documents:

- the User's death certificate;
- the mobile number to which the relevant Orange Money Europe account is or was linked;
- the payment method chosen for reimbursement from the following choices: bank transfer or postal order. In the event of a request for reimbursement by transfer, the BIC/IBAN (bank identity statement) of a bank account into which the payment must be made. This transfer can only be made to an account opened with a credit institution located in the European payment zone. Any request for reimbursement to another account will be refused.

**20.5** Upon receipt of all the documents listed in article 20.4, the EMI will reimburse the Orange Money Europe Account according to the terms detailed in articles 21.5 et seq., it being understood that no reimbursement request fees and costs linked to the postal order will be invoiced.

**Article 21 – Reimbursement of funds available on the Orange Money Europe Account in the event of cancellation of the Orange Money Europe Service**

**21.1** In the event of cancellation of the Orange Money Europe Service, the User must request reimbursement of the entire balance of their Orange Money Europe Account.

**21.2** Only the residual balance of the Orange Money Europe Account may be reimbursed: the service fees corresponding to deposit, POS withdrawal or transfer operations ordered by the User before the cancellation of the Orange Money Europe Service are in fact due and therefore non-refundable.

**21.3** To obtain reimbursement of the residual balance of their Orange Money Europe Account, the User must contact the EMI via the internal messaging service of the Orange Money Application, including the following information and supporting documents:

- the mobile number to which the relevant Orange Money Europe account is or was linked;
- the last name(s), first name(s) and full address (street, house number, city, postal code and country) of the User;
- a legible copy of both sides of a valid official identity document of the User including their photograph;
- a request for cancellation of the Orange Money Europe Service, if this has not yet been made, with the reason for this cancellation among the following choices:
  - cancellation at the initiative of the User before the end of the Terms and Conditions of Use;
  - cancellation under the Terms and Conditions of Use;
- the payment method chosen by the User for reimbursement from the following choices: bank transfer or postal order. In the event of a request for reimbursement by transfer, the User must provide a BIC/IBAN (bank identity statement) of a bank account in the User's name and into which the User wishes to receive the payment. This transfer can only be made to an account opened with a credit institution located in the European payment zone. Any request for reimbursement to another account will be refused.

**21.4** The EMI reserves the right to request any additional useful information and/or documents with regard to the User's reimbursement request, in accordance with the regulations applicable to the fight against money laundering and financing of terrorism.

**21.5** Upon receipt of this letter and all the documents, the EMI shall open a reimbursement request application in the name of the User. Handling this application will result in the invoicing of reimbursement request fees, the amount of which is set out in Appendix 1:

- if the reimbursement request and the subsequent payment occur prior to the term of these Terms and Conditions of Use, if applicable as renewed;
- if the User requests cancellation of their Orange Money Europe Service before its term and if the

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- cancellation takes effect before the term, if applicable, as renewed;
- if the reimbursement request is made more than one (1) year and one (1) day after the term of these Terms and Conditions of Use.

**21.6** The User agrees that payment of reimbursement request fees will be made by offsetting the outstanding Electronic Money remaining on the Orange Money Europe Account.

If the residual balance of Electronic Money in the User's Orange Money Europe Account is lower than the fees payable, the EMI debits the residual balance for payment of the fees and informs the User that the balance in their Orange Money Europe Account was insufficient to allow reimbursement.

In the event that the Electronic Money balance is greater than the fees payable, the EMI will refund the balance using the payment method selected by the User within thirty (30) calendar days of receipt by the EMI of a complete application.

**21.7** Reimbursement of the balance of an Orange Money Europe Account to the User results in the automatic and definitive closure of the Orange Money Europe Account.

**21.8** In certain cases, the EMI may be required by Law to not make a reimbursement.

**Article 22 – Modification of the Orange Money Europe Service**

**22.1** The EMI may modify these Terms and Conditions of Use at any time by publishing a new version of them on the Website or by informing the User by any means at least two (2) months before their entry into force.

**22.2** The modification and the new Terms and Conditions of Use will automatically take effect two (2) months later. During this two (2) month notification period, the User may refuse said modification by informing Orange Money Europe Customer Service. The Orange Money Europe Service will therefore be immediately canceled and the User may request reimbursement of the available balance on their Orange Money Europe Account under the conditions provided for in article 21 of these Terms and Conditions of Use without any reimbursement costs billed to them. If the User does not notify Orange Money Europe Customer Service of their refusal of the new Terms and Conditions of Use within the stipulated period of two (2) months, they will be deemed to have accepted the new Conditions of Use.

**22.3** The current version of the Terms and Conditions of Use of the Orange Money Europe Service can be viewed and downloaded at any time from the Orange Money Europe Application (“my account” menu then “general conditions of use” menu) or, for Users from France only, on the Website <https://orangemoney.fr/cgu/>. In addition, the User may request a copy of these Terms and Conditions of Use at any time and free of charge by contacting Orange Money Europe Customer Service.

**Article 23 – Agreed evidence**

The Parties agree to consider messages received by electronic communication and exchanged by the Parties to be originals, i.e. to have equal value to the original, according to the local legislation applicable to the User. The Parties agree to keep electronic communications in such a way that they can constitute faithful and durable copies according to the provisions of the local law applicable to the User.

**Article 24 – Orange Money Europe Customer Service**

The User can access Orange Money Europe Customer Service via the internal messaging service of the Orange Money Europe Application, or by telephone only for customers in France (number 0800 01 33 33 - free calls from a landline or mobile, from Monday to Saturday from 8 a.m. to 10 p.m., Paris time) and for Users from France only, via the Website. Customer Service hours are available on the Orange Money Europe Application or for Users from France only on the Website accessible via the URL <https://orangemoney.fr/>.

### **Article 25 – Miscellaneous**

**25.1 Transfer:** The rights and obligations arising from this document, in whole or in part, may not be assigned to a third party by the User.

**25.2 Subcontracting:** The EMI reserves the right to subcontract all or part of the Orange Money Europe Service. In this case, the EMI will remain liable to the User.

**25.3 Non-waiver:** If either of the Parties does not take advantage of one or more stipulations, this cannot be interpreted by that Party as a waiver to take advantage of them later.

**25.4 Partial invalidity:** In the event that certain provisions of the Terms and Conditions of Use are unenforceable for any reason whatsoever, including due to any applicable law or regulation, the Parties will remain bound by the other provisions of the said Terms and Conditions, and will endeavor to remedy inapplicable clauses in the same spirit as that which governed their subscription.

**25.5 Complaint:** If the User experiences any difficulties throughout the duration of these Terms and Conditions of Use, they may contact Orange Money Europe Customer Service either via the Orange Money Europe Application or by email at [serviceclient.omf@orange.com](mailto:serviceclient.omf@orange.com).

In accordance with article L. 121-16 of the Consumer Code, the EMI must also provide the User with a toll-free telephone number, available from Monday to Saturday, 8 am to 10 pm, on 0800 01 33 33 (toll-free number - cost depends on the operator - opening hours in mainland France).

If the User is not satisfied with the answer or solution provided by the Customer Service team, they may send a complaint to the EMI's Complaints Department either using a complaint form available via the URL <https://www.w-ha.com/reclamations/>, or by sending a letter to: W-HA – Service Réclamation - Village de l'Arche 4 – 52 Place de l'Ellipse – 92984 Paris La Défense.

The Complaints Department undertakes to acknowledge receipt of the complaint within ten (10) working days and to provide the User with a response within two (2) months of receipt of the complaint.

**25.6 Mediation:** The mediator, hereinafter appointed for applicable disputes in France, may be contacted in the event of a dispute arising from the application of these Terms and Conditions of Use under the referral procedures specified on the websites <http://www.afepame.fr/mediation> and <https://mediateur-consommation-afepame.fr/>: Monsieur le Médiateur de l'AFEPAME - Association Française des Etablissements de Paiement et de Monnaie Electronique, 36 rue Taitbout, 75009 Paris, FRANCE. The mediator is responsible for recommending solutions to the dispute. The findings and declarations that the mediator collects cannot be produced or invoked in the remainder of the procedure without the agreement of the Parties.

### **Article 26 – Applicable law and jurisdiction**

**26.1** If the User resides in France and holds an Orange Money Europe Account, these conditions are governed by French law. Any dispute arising between the Parties in relation to the conclusion, interpretation, fulfillment and termination of these Terms and Conditions of Use shall be referred to the competent French courts.

**26.2** If the User resides in Belgium and holds an Orange Money Europe Account, these conditions are governed by Belgian law. Any dispute arising between the Parties in relation to the conclusion, interpretation, fulfillment and termination of these terms and conditions shall be referred to the competent Belgian courts.

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**26.3** If the User resides in Italy and has an Orange Money Europe account opened in Italy, these conditions are governed by Italian law. Any dispute arising between the Parties in relation to the conclusion, interpretation, fulfillment and termination of these terms and conditions shall be referred to the competent Italian courts.

**26.4** If the User resides in the Netherlands and holds an Orange Money Europe account opened in the Netherlands, these conditions are governed by Dutch law. Any dispute arising between the Parties in relation to the conclusion, interpretation, fulfillment and termination of these terms and conditions shall be referred to the competent Dutch courts.

**26.5** If the User resides in Spain and has an Orange Money Europe account opened in Spain, these conditions are governed by Spanish law. Any dispute arising between the Parties in relation to the conclusion, interpretation, fulfillment and termination of these terms and conditions shall be referred to the competent Spanish courts.

**26.6** If the User resides in Germany and has an Orange Money Europe account opened in Germany, these conditions are governed by German law. Any dispute arising between the Parties in relation to the conclusion, interpretation, fulfillment and termination of these terms and conditions shall be referred to the competent German courts.

**26.7** If the User resides in Portugal and has an Orange Money Europe account opened in Portugal, these conditions are governed by Portuguese law. Any dispute arising between the Parties in relation to the conclusion, interpretation, fulfillment and termination of these terms and conditions shall be referred to the competent Portuguese courts.

**26.8** If the User resides in Luxembourg and has an Orange Money Europe account opened in Luxembourg, these conditions are governed by Luxembourgish law. Any dispute arising between the Parties in relation to the conclusion, interpretation, fulfillment and termination of these terms and conditions shall be referred to the competent Luxembourgish courts.

**26.9** If the User resides in Ireland and has an Orange Money Europe account opened in Ireland, these conditions are governed by Irish law. Any dispute arising between the Parties in relation to the conclusion, interpretation, fulfillment and termination of these terms and conditions shall be referred to the competent Irish courts.

**26.10** If the User resides in Austria and has an Orange Money Europe account opened in Austria, these conditions are governed by Austrian law. Any dispute arising between the Parties in relation to the conclusion, interpretation, fulfillment and termination of these terms and conditions shall be referred to the competent Austrian courts.

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**Appendix 1: Limits, ceilings and fees applicable to the Orange Money Europe Service**

**1.1 Limits and ceilings – Orange Money Europe Service**

Type of service		Deposit*	Transfer incoming (received by the User)	Transfer outgoing (sent by the User)	Payment transaction	Withdrawal at a POS* or by transfer via the Website/App	Maximum account balance
<b>Full registration</b>	<b>maximum amount per transaction</b>	€950**	€950	€950	€950	€950	€5000
	<b>maximum amount per day</b>	€950** (limited to four transactions per day)	Strictly less than €2,000	Strictly less than €2,000	Strictly less than €2,000	€950	
	<b>maximum amount per calendar month</b>	Strictly less than €2,000**	Strictly less than €2000	Strictly less than €2000	Strictly less than €2000	Strictly less than €2000	
<b>Partial registration</b>	<b>maximum amount per transaction</b>	€450**	€450	€450	€450	€450	€450
	<b>maximum amount per day</b>	€450** (limited to four transactions per day)	€450	€450	€450	€450	
	<b>maximum amount per calendar month</b>	€450**	€450	€450	€450	€450	

**\*Depending on availability at the POS (a POS may limit the amount of transactions based on the cash it has in hand) and the limits set by each Distributor.\*\*Amount excluding fees applied to the user for the transaction as detailed and made available to the User via the price sheet available on the Orange Money Europe Application, or on the Website: <https://orangemoney.fr/rates/>**

**1.2 Price sheet**

The costs inherent to the Orange Money Europe Service and linked to the various possible operations are listed on the Orange Money Europe Price Sheet. This document is available on the Website <https://orangemoney.fr/tarifs/> and also in the Orange Money Europe Application.

**1.3 Conversion between euros and the currency of the beneficiary's country**

The euro is converted into the currency of the beneficiary's country according to the daily exchange rate offered by the Service and visible to the User at the time of the Transaction. The exchange rate may depend on the Approved Receiving Partner chosen by the Issuer so that the Beneficiary can receive the funds.



**Appendix 2: Personal data protection**

W-HA, when conducting its business and in compliance with the current laws in Europe, undertakes to ensure the protection, confidentiality and security of the personal data of the individuals who use its services, and to respect their privacy.

You can find the personal data protection policy here: <https://www.w-ha.com/donnees-personnelles/>

### **Appendix 3: Terms and Conditions of Use of the Orange Money Europe Application**

#### **Preamble**

Orange S.A., a public limited company with capital of 10,640,226,396 euros, located at 111, quai du Président Roosevelt, 92449 Issy Les Moulineaux, France, RCS Nanterre 380 129 866 - hereinafter referred to as "Orange", provides Users with the Orange Money Europe Application.

The Orange Money Europe Application provides access to certain features of the Orange Money Europe Service operated by the electronic money institution W-HA.

Users of the Orange Money Europe Application therefore acknowledge that Orange is released from any obligation or liability in the provision of the Orange Money Europe Service.

Access and use of the Orange Money Europe Application covered herein presupposes prior and unreserved acceptance by the User of these Terms and Conditions of Use of the Orange Money Europe Application which are the responsibility of Orange.

#### **Article 1 - Definitions**

**Terms and Conditions of Use of the Application:** these Terms and Conditions of Use of the Orange Money Europe Application.

**Device:** the mobile phone compatible with the Application. The list of compatible devices is subject to change.

#### **Article 2 - Purpose**

The purpose of the Terms and Conditions of Use of the Application is to define the conditions under which Orange makes the Application available to Users.

#### **Article 3 – Compatibility and installation of the Application**

To be able to use the Application, the User must:

- register for the Orange Money Europe Service;
- have a mobile Device;
- download the Application from the application store corresponding to their Mobile Device (connection costs related to downloading the app vary depending on the mobile plan held), on the Mobile Device whose number is associated with the Orange Money Europe Service.

At any time a new version of the Application may be offered, the User will then be required to update and download the latest version provided by Orange to ensure the proper functioning of the Application. Updating the Application may sometimes be required before it can be used again. In this case, old versions of the Application will no longer be usable.

#### **Article 4 - Duration, discontinuation, suspension and termination**

4.1 The Application can only be used by Users for the duration of their subscription to the Orange Money Europe Service.

Any suspension or termination of the Orange Money Europe Service for a reason provided for in the Terms and Conditions of Use of the Orange Money Europe Service will result in the suspension or termination, as the case may be, of access to the Application.

4.2 Orange reserves the right to automatically suspend the User's access to the Application, without notice or compensation, particularly in cases where:

- any act of piracy or attempted illicit use of information circulating on the network is caused by or originates from the User's subscription contract (i.e. a line);
- any hacking or attempted hacking of Orange mobile network equipment necessary required to provide the Application is caused by or originates from the connection with the User's Device;
- abusive or fraudulent use of the Application, and more generally non-compliance with these Terms and Conditions of use of the Application.

#### **Article 5 - Price and billing**

Downloading the Application is free, subject to connection costs linked to installation on the User's Mobile Device, which vary depending on the User's mobile plan. All usage abroad will be billed by volume or by session, depending on the User's subscription (rates available on your Electronic Communications Operator's current tariff sheet).

#### **Article 6 - Assistance and customer service**

In the event of difficulties related to the installation of the Application on their Mobile Device, the User can consult the [orangemoney.fr](http://orangemoney.fr) website.

In France, the Orange Money Europe Customer Service can be contacted by calling 0 800 01 33 33 (free calls from a landline or mobile) or by writing to the following email address: [formeclient.ome@orange.com](mailto:formeclient.ome@orange.com) or via the contact form on the [orangemoney.fr](http://orangemoney.fr) Website or in the Orange Money Europe Application.

#### **Article 7 - User obligations and responsibilities**

In the event of a change of Mobile Device, for any reason whatsoever, the User is responsible for repatriating the information from their old SIM Card to the new SIM Card and reinstalling the Application.

#### **Article 8 - Orange obligations and responsibilities**

Orange provides the necessary means to ensure the Application functions properly. In any event, Orange remains independent of any disputes that may arise between Users and W-HA during the provision of the Orange Money Europe Service operated by W-HA.

Orange cannot be held liable in the event a User or any other third party downloads or fraudulently uses the Application.

Orange is not responsible for the User's use of the Orange Money Europe Application and Service.

Orange cannot be held liable for a temporary or permanent interruption of the Application due to an event beyond its control, arising from a case of force majeure as defined in article 1218 of the Civil Code, particularly in the event of a momentary interruption of the Orange Money Europe Application or Service linked to the proper functioning of the Service or a maintenance operation.

#### **Article 9 - Intellectual Property**

For the purposes of these Terms and Conditions of Use, Orange grants the User a limited right of use for the duration of this document. The User agrees not to use the software for any other purpose or for any purpose other than that specified herein. Furthermore, these general terms and conditions do not confer on the User any intellectual property rights over these elements. The User undertakes to respect the property notices appearing on the software, the media and the documentation.

The User is formally prohibited from reproducing the software in a permanent or temporary fashion in part or in whole, by any means and in any form, including when loading, displaying, running or storing the software. They are also prohibited from carrying out any reverse engineering, disassembly, decompiling or discovery of the source code of the software provided. The User is prohibited from

translating, adapting, arranging or modifying the software, exporting it or merging it with other applications.

Orange or any entity which replaces it reserves the express exclusive right to modify the software to enable it to be used appropriately for its purpose and, in particular, to correct any errors. The User will not modify or have a third party modify the software. Provision of the Software shall not be considered as a transfer of an intellectual property right of any kind to the User pursuant to the Intellectual Property Code.

#### **Article 10 – Changes to the Terms and Conditions of Use of the Application**

Orange reserves the right to modify the Terms and Conditions of Use of the Application at any time, in particular, by making new functionalities available, or by modifying or deleting certain functionalities.

Orange will inform the User by any means with a minimum notice of 2 (two) months, it being specified that these developments will not give the User any right to claim any damages whatsoever from Orange. During this 2 (two) month notification period, the User may refuse said modification by stopping, if they themselves are a User, or by prohibiting their Users from any use of the Application. In the event that the User continues to use the Application after the allotted period of two (2) months, they will be deemed to have accepted the new Terms and Conditions of Use of the Application.

#### **Article 11 – Discontinuation of the Application**

In the event that the Orange Money Europe Service is discontinued at the initiative of the EMI, Orange may permanently cease to provide the Application.

In this case, Orange will inform the User by any means with 2 (two) months' notice, it being specified that this discontinuation will not give the User any right to claim any damages whatsoever against Orange.

#### **Article 12 - Personal data protection**

As part of the provision of the Orange Money Europe Application, Orange acts as a Data Processor in accordance with the applicable regulations on personal data protection, including Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 relating to the protection of individuals with regard to personal data processing (known as "GDPR").

As such, the User's personal data is processed under the conditions defined in the personal data protection policy available in Appendix 2 of the General Terms and Conditions of Use of the Orange Money Europe Service.