

# General Terms and Conditions and Framework Contract for Access and Licence of Schuman Financial Application Programming Interfaces

## Important Notices

The Client is invited to carefully read these API T&Cs before accepting them.

**ON AGREEING AND/OR SIGNING THESE API T&CS, YOU ACKNOWLEDGE YOU HAVE READ AND AGREED TO THE EURØP T&CS, THE PLATFORM T&CS, AND ALL OTHER RELEVANT SCHUMAN POLICIES, TERMS, AND CONDITIONS.**

The Client is advised to download and store a copy of the API T&Cs and any related document for future reference on a **durable medium** (such as a PDF file) using the method provided by the Issuer or, where applicable, by any authorised distributor. The Client may also request to receive these API T&Cs by email, following a request at [support@schuman.io](mailto:support@schuman.io).

These API T&Cs and all communications are provided in English. Any translations are for convenience only. The English version of these API T&Cs governs your use of payment services and takes precedence over any translated versions.

All communications with the Issuer are normally carried out via the Issuer directly, unless the Client accesses the services through an authorised distributor, in which case communications may be routed through the distributor in accordance with these API T&Cs.

## 1. Introducing Schuman Financial

These General Terms and Conditions and Framework Contract for Access and Licence of Schuman Financial Application Programming Interfaces (hereinafter referred to as the “**API T&Cs**”) govern the specific contractual relations concerning programmatic access to the Schuman Platform between:

- On the one hand, Salvus SAS, trading as Schuman Financial, a simplified joint stock company incorporated under the laws of France, with the registered number 920 017 134 at the Registry of Commerce and Companies of Paris, and its registered office at 9, rue du 4 Septembre, 75002 Paris, France, authorised to carry on business as an electronic money institution approved by the Autorité de Contrôle Prudentiel et Résolution (ACPR) under articles L.526-1 et seq. of the Monetary and Financial Code, and under the register number 739803, and operating the Platform, hereinafter the “**Company**”, “**Schuman**”, “**We**”, “**us**”, or “**our**”;

### AND

- On the other hand, any natural or legal person who has been granted specific API access credentials and who accesses or uses the Schuman Application Programming Interface, hereinafter the “**API**”

**User”, “Client”, or “You”;**

Together hereinafter referred to as **“the Parties”**.

## 2. Purpose and Scope

**2.1. Purpose of Contract:** The purpose of these API T&Cs is to define the terms and conditions under which Schuman grants the Client a limited, revocable, non-exclusive, and non-transferable license for programmatic access to the Platform’s functionalities via the proprietary Schuman *Application Programming Interface* (the **“API”**) for programmatic interaction with the Platform. For the avoidance of doubt, access to the API constitutes a technical access mechanism and does not in itself grant any right to the underlying financial services utilized via the API, which remain governed by the Platform T&Cs and the EURØP T&Cs.

**2.2. Relationship to Platform T&Cs:** These API T&Cs constitute an addendum to the main General Terms and Conditions and Framework Contract for the Access and Use of the Schuman Platform (the **“Platform T&Cs”**). Where these API T&Cs govern programmatic access, the Platform T&Cs shall govern all other aspects of the relationship between the Parties, including, but not limited to, account opening, client onboarding, and general service provision.

**2.3. Complementary Documents:** These API T&Cs are distinct from, but complementary to:

- The General Terms and Conditions and Framework Contract for the Access and Use of the Schuman Platform (the **“Platform T&Cs”**).
- The General Terms and Conditions of Use of Electronic Money Token EURØP (the **“EURØP T&Cs”**).
- Our EURØP White Paper, Privacy Policy, Cookie Policy, Redemption Policy, and any other policies or documentation available on the Schuman website (the **“Website”**).

**2.4. Acceptance:** On accepting these API T&Cs, the API User acknowledges that they have read, understood, and agreed to these API T&Cs in addition to all other relevant Schuman Policy and Terms and Conditions listed above.

**2.5. Restriction on Sublicensing and Resale:** The license to access and use the Schuman API is granted solely to the Client for its internal business operations and for the purpose of providing services directly to its verifiable end-customers. The Client shall not redistribute, sublicense, lease, or otherwise resell the API connection, API Key access, or the underlying proprietary software interface to any other third party, reseller, or sub-partner without Schuman’s express prior written consent. Any unauthorized transfer shall be deemed a material breach of these API T&Cs.

**2.6. Order of Precedence:** In the event of any conflict or inconsistency between these API T&Cs, the Platform T&Cs, the EURØP T&Cs, the Redemption Policy, or any mandatory provisions of Applicable Law (including Regulation (EU) 2023/1114 on Markets in Crypto-Assets and the French Monetary and Financial Code), the following order of precedence shall apply: first, the mandatory provisions of Applicable Law; second, the EURØP T&Cs and the Redemption Policy with respect to matters relating to the issuance, holding, and redemption of EURØP; third, the Platform T&Cs with respect to access to and use of the Platform; and fourth, these API T&Cs with respect to programmatic access to the Platform via the API.

## 3. Definitions

In these API T&Cs, the terms and expressions identified by a capital letter have the meaning indicated below, whether they are used in the singular or in the plural, or, if not defined here, shall have the meaning given to them in the Platform T&Cs:

- **API Keys:** The keys, secret keys, tokens, or similar access identifiers issued to the Client to access the Schuman API.
- **Applicable Law (s):** All relevant laws, regulations, directives, and rules in effect in France and the European Union relating to the services.
- **Authorized Use:** The specific purpose for which the API is licensed.
- **Blockchain Network:** The distributed ledger technology network used to record and finalize transactions involving EURØP or other digital assets.
- **Credentials:** API Keys, passwords, or other security data used to authenticate the Client to the Platform.
- **EURØP T&Cs:** The General Terms and Conditions of Use of Electronic Money Token EURØP, the primary framework contract governing the issuance and redemption of Electronic Money.
- **Feedback:** Any feedback, suggestions, comments, or ideas provided by the Client regarding the API or the Platform.
- **French Monetary and Financial Code:** The Code monétaire et financier, which implements EU law, including PSD2/EMD2, in France.
- **Platform T&Cs:** The main General Terms and Conditions and Framework Contract for the Access and Use of the Schuman Platform.
- **Schuman API:** The proprietary application programming interface developed and maintained by Schuman for programmatic interaction with the Platform.
- **Order Form:** The list of fees, charges, and limits applicable to the services, which is agreed directly with the Client and modified from time to time as agreed with the Client.
- **Third-Party Service Provider or TSP:** Any entity, including custodians, engaged by Schuman to provide ancillary services (e.g., banking, custody, payment processing) necessary for the operation of the Platform.
- **Unauthorised Transaction:** A transaction that has not been authorized by the Client in accordance with the EURØP T&Cs and the French Monetary and Financial Code.

## 4. API License and Scope of Authorized Use

**4.1. Grant of License:** Subject to the Client's continuous compliance with these API T&Cs, Schuman grants the Client a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the API and any associated technical documentation solely for the purpose of automating the Client's access to the Services, which includes information retrieval and the initiation of specific automated transactions (e.g., Automint/Autoburn) on the Platform (the "**Authorized Use**").

**4.2. API Documentation and Modification:** The API must be used strictly in accordance with the technical specifications and guidelines provided in Schuman's official API documentation, as updated from time to time. Schuman reserves the absolute right to modify, restrict, or suspend access to any part of the API, or to alter its specifications. Where reasonably practicable, Schuman will provide advance notice of material changes affecting the Client's integration.

**4.3. Purpose Limitation:** The Client shall access and use the Schuman API solely for the Authorized Use expressly permitted under these API T&Cs and the applicable API Documentation. Any use of the API outside the Authorized Use, including but not limited to testing, simulation, data extraction, analytics, benchmarking, or derivative service development, without Schuman's prior written consent, is strictly prohibited and shall constitute a material breach of these API T&Cs.

## 5. API Credentials and Client Security Obligations

**5.1. API Keys as Credentials:** API Keys (and corresponding secret keys, tokens, or similar access identifiers) constitute Credentials under these Platform Terms. The Client is and shall remain solely responsible for the generation, security, storage, and all activities associated with the use of its API Keys.

**5.2. Security Responsibility:** The Client must implement and maintain robust, industry-standard security measures, including strong access controls, to prevent the unauthorized access, use, or compromise of their API Keys. The Client must immediately revoke or request the revocation of any API Key that is suspected or known to be compromised. Schuman reserves the right, upon reasonable notice and where necessary for security or regulatory compliance purposes, to request information regarding the Client's integration architecture and security controls relating to the use of the API.

**5.3. Liability for API Transactions:** The Client expressly acknowledges and agrees that all instructions initiated via their API Keys shall be deemed irrevocably authorised, legally binding, and fully authorized instructions from the Client, whether or not the Client intended to initiate them, upon final receipt by Schuman's core ledger system, provided that such third-party access to API keys or credentials is not due in any part to a Schuman-side breach or Schuman's fraud, wilful misconduct, gross negligence or breach of Applicable Laws.

For token deposits or transfers via the Solana blockchain, Clients must use an externally owned account ("EOA") under their direct control, meaning a wallet address controlled through the Client's private keys and capable of directly signing and initiating transactions without the use of smart contracts or automated programs. Deposits from exchanges, multi-sender tools, smart contracts, or non-EOA wallets will result in permanent loss of funds, with no recovery provided by Schuman. The Client acknowledges and agrees that any such transfer is made at its sole risk and may result in the permanent and irreversible loss of the relevant funds, without any liability or recovery obligation on the part of Schuman.

**5.4. Statutory Liability Cap:** The limitation or exclusion of Schuman's liability in this Section is expressly subject to the mandatory statutory provisions as detailed in the EURØP T&Cs, the Platform T&Cs, and the French Monetary and Financial Code. Specifically, Schuman's maximum liability for losses resulting from an unauthorised Transaction executed via compromised API Keys shall not exceed one hundred (100) euro before notification of the compromise, unless the API Keys compromise was caused by a Schuman-side breach or Schuman acted fraudulently or with gross negligence or wilful misconduct, or

in breach of Applicable Law, or where otherwise provided under mandatory provisions of Applicable Law.

**5.5. Security Incident Notification:** The Client shall notify Schuman without undue delay upon becoming aware of any actual or suspected compromise of API Keys, or Credentials that may affect the security or integrity of the Platform. Additionally, the Client shall notify Schuman without undue delay upon becoming aware of any confirmed compromise of integration infrastructure that may affect the security or integrity of the Platform. Schuman may immediately suspend or restrict API access pending investigation of any such incident.

## 6. Operational Constraints and Disclaimers

**6.1. Rate Limiting and Suspension:** Schuman reserves the right to implement and strictly enforce API rate limits to maintain Platform stability. Any Client determined by Schuman to be exceeding published rate limits or engaging in API usage deemed abusive or detrimental to the Platform, may have their access throttled, suspended, or terminated without liability to Schuman.

**6.2. API Availability and Latency:** The Client acknowledges that API access is not guaranteed and may be subject to interruptions, delays and temporary unavailability resulting from maintenance operations, security measures, technical incidents, or circumstances outside Schuman's reasonable control. Schuman shall use reasonable efforts to maintain the operational availability of the API but makes no representation or warranty regarding the uptime, continuous availability, or latency of the API.

**6.3. Automated Decision-Making Review:** Any transaction instructions submitted via the API are subject to the same Tiered Processing Limits and Regulated Review Tier defined in the Platform T&Cs and may be manually suspended, delayed, or cancelled by Schuman's compliance team at any time.

**6.4. Regulatory and Risk-Based Suspension:** Schuman reserves the right to immediately suspend or terminate API access, without prior notice, where continued access could reasonably:

- a. Expose Schuman to regulatory, legal, or supervisory risk;
- b. Compromise the integrity of the EURØP token or underlying ledger; or
- c. Facilitate financial crime, market abuse, or circumvention of compliance controls.

## 7. Data Integrity, Caching, and Precedence

**7.1. Data Reliability:** Data retrieved via the API is provided "as is" and may not be real-time and is for informational purposes only. Schuman provides no warranty as to the accuracy, completeness, or timeliness of such data.

**7.2. Precedence of Records:** The Client agrees that in the event of any discrepancy or conflict, the records of the underlying Blockchain Network and/or Schuman's core banking system shall conclusively prevail and serve as the final authority for all transaction settlements, and balances.

**7.3. Data Cache Restrictions:** The Client shall not cache, store, or otherwise retain data retrieved via the API for longer than is strictly necessary for the execution of an Authorized Use transaction, or for a maximum retention period of seven (7) calendar days, unless expressly and separately authorized by Schuman in a written agreement.

## 8. Prohibited Uses

The Client shall not use the API for any purpose other than the Authorized Use. This includes, but is not limited to:

- a) **Replication and Resale:** Replication of the Platform's core functionality or public distribution/resale of the Services or data.
- b) **Circumvention:** Exceeding published rate limits or circumventing any technical, security, or anti abuse controls.
- c) **Market Manipulation:** Any high-frequency trading or algorithmic activity that Schuman, in its sole discretion, deems detrimental to the stability or performance of the Platform, or that facilitates market manipulation.
- d) **Interference:** Interfering with or disrupting the integrity or performance of the API or the Platform.
- e) **Reverse Engineering and Unauthorized Analysis:** Reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive the source code, underlying structure, logic, protocols, or security mechanisms of the API or the Platform.
- f) **False, Fictitious, or Simulated Transactions:** Generate, submit, simulate, replay, or attempt to process false, fictitious, manipulated, test, or non-genuine transactions on any production environment of the API or Platform, excepting production testing approved in advance by Schuman.
- g) **Unauthorized Security Testing:** Conduct or attempt to conduct penetration testing, vulnerability scanning, stress testing, security assessments, or similar activities against the API or the Platform without Schuman's prior express written authorization.
- h) **Circumvention of Validation and Compliance Mechanisms:** Bypass, manipulate, disable, or interfere with transaction validation logic, compliance checks, risk controls, ledger finality mechanisms, or any other safeguards implemented by Schuman.
- i) **Regulatory or Systemic Risk Creation:** Use the API in any manner that could reasonably be expected to compromise the security, integrity, availability, or regulatory compliance of the Platform, the EURØP token ecosystem, or Schuman's obligations under Applicable Law.

## 9. Compliance, Third-Party Services, and Fees

**9.1. Data Sharing for Compliance:** The Client authorizes Schuman, and shall ensure that necessary consents are received from its customers, to transmit, disclose, and share necessary Know Your Business (KYB) and Know Your Customer (KYC) data with any relevant Third-Party Service Providers (including EMIs and Custodians) solely to the extent required for the performance and delivery of the Services and as permitted by Applicable Law.

**9.2. Non-Provision of Third-Party Services:** Where Schuman relies on a Third-Party Service Provider for any aspect of the Services (e.g., banking, payment, or custody services), Schuman's role is strictly limited to providing programmatic access to the API and remains responsible for the performance of its own regulatory obligations as an electronic money institution. The Client shall be independently bound by the Third-Party Service's terms and conditions and agrees that Schuman does not provide the underlying Third-Party Services.

**9.3. API Rate Limits Fees and Charges:** Any fees, charges, or applicable rate limits specific to the use of the Schuman API shall be stipulated in the API Documentation and/or the Order Form.

**9.4. Regulatory Compliance and MiCA Obligations:** The Client acknowledges that Schuman is subject to Regulation (EU) 2023/1114 on Markets in Crypto-Assets ("**MiCA**"), as well as applicable French and EU financial services regulations, and applicable AML/CTF, sanctions and consumer protection requirements (collectively, "Applicable Regulatory Requirements"). The Client agrees to cooperate with Schuman to enable Schuman's compliance with the Applicable Regulatory Requirements. In furtherance of the foregoing, the Client will:

- Refrain from any knowing use of the API in a manner that would cause Schuman to breach its regulatory obligations as an Electronic Money Institution or EMT issuer;
- Promptly cooperate with Schuman in the event of any regulatory inquiry, audit, or supervisory request related to Client's API activity;
- Without delay and upon prior written notice from Schuman, cease any API activity that Schuman reasonably determines may expose the Platform, EURØP, or Schuman to regulatory risk.

Any regulatory breach directly caused by the Client's use of the API in violation of the Client's obligations under this Clause or Clause 13 shall constitute a material breach of these API T&Cs subject to Schuman first providing written notice and a reasonable opportunity to cure, unless Schuman is prohibited from doing so by Applicable Laws.

## 10. Intellectual Property

**10.1. Ownership of Feedback and Improvements:** The Client acknowledges and agrees that any feedback, suggestions, comments, or ideas provided by the Client to Schuman regarding the API or the Platform may be used by Schuman (collectively, "**Feedback**") for any purpose, including the improvement of the Services, without any obligation for compensation, acknowledgement, or further liability to the Client. The Client hereby grants to Schuman a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate any such Feedback.

## 11. Applicable Law and Jurisdiction

**11.1. Governing Law:** These API T&Cs and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with French law.

**11.2. Jurisdictional Carve-Out:** Notwithstanding the application of French law to these API T&C, where applicable, the client acknowledges that if the API is used to interact with a Third-Party Service Provider

operating under a separate license (e.g., a custodian regulated in a different jurisdiction), the underlying services and resulting legal relationship with that TSP (including the custody of crypto-assets, where applicable) shall be governed by the specific terms and conditions and the jurisdiction of that TSP. Schuman is not liable for disputes arising under the TSP's governing law.

## 12. Liability, Disclaimers, and Allocation of Risk

**12.1. API Provided “As Is”:** The API is provided on an “as is” and “as available” basis. While Schuman implements reasonable measures to ensure its reliability and security, no warranty is given that the API will be uninterrupted, error-free, secure, or fit for the Client’s specific technical or commercial objectives.

**12.2. Exclusion of Indirect and Consequential Losses:** To the fullest extent permitted by Applicable Law, Schuman shall not be liable for any:

- Indirect, consequential, or incidental damages;
- Loss of profit, revenue, or business opportunity, or data; or
- Reputational damage, arising from or in connection with API access or use.

**unless specific liabilities for Schuman towards the Clients are agreed in writing in a separate agreement.**

Inter alia, Schuman **shall** not be liable for any losses resulting from:

- a) Client-side integration errors;
- b) Client’s misuse or misconfiguration of API Keys;
- c) Client reliance on API data for business or financial decision-making; or
- d) Suspension, throttling, or modification of the API in accordance with these API T&Cs.

This exclusion shall apply without prejudice to mandatory liability provisions under the French Monetary and Financial Code and the EURØP T&Cs.

### **12.3. No Liability for Client-Initiated API Instructions**

Schuman shall bear **no liability** for losses, errors, delays, or failures resulting from:

- instructions submitted via the Client’s API Keys;
- malformed, duplicated, erroneous, or unintended API calls attributable to the Client; or
- misuse or compromise of Credentials attributable to the Client

unless such losses, errors, delays or failures are due in any part to Schuman’s fraud, wilful misconduct, gross negligence, or breach of this API T&Cs or breach of Applicable Law.

### **12.4. Regulatory and Third-Party Infrastructure Risk**

Schuman shall not be liable for API disruptions, suspensions, or losses resulting from:

- Blockchain Network congestion or failure;
- Third-party service providers, custodians, or banking partners outside of Schuman’s reasonable

control; or

- Regulatory enforcement actions, network forks, or protocol changes on third-party systems outside of Schuman's reasonable control.

Nothing in this Section limits liability that cannot be excluded under mandatory provisions of the French Monetary and Financial Code, EU law, or another Applicable Law.

**12.5. End-Customer Responsibility:** Where the Client integrates the API into services offered to end customers, the Client remains solely responsible for ensuring that such services comply with all applicable regulatory requirements, including customer disclosures, consumer protection obligations, and any licensing requirements applicable in the jurisdictions in which it offers such services.

## 13. Regulatory Compliance and MiCA-Related Restrictions

**13.1. Regulatory Compliance Obligation:** The Client's use of the API, and any services or products built on top of it and the Client's cooperation obligations with respect to Schuman's regulatory compliance are set forth in Clause 9.4.

**13.2. Prohibited Regulatory Uses:** The Client shall not use the API in any manner that would:

- Knowingly cause Schuman or EURØP to be in breach of MiCA or electronic money regulations;
- Qualify the Client as an unauthorized issuer, distributor, or promoter of crypto-assets or EMTs in the Client's jurisdictions of operation; or
- Misrepresent the legal nature, backing, redeemability, or regulatory status of EURØP.