

# General Terms and Conditions of Use of Electronic Money Token EURØP

## 1. Introducing Schuman Financial

These general terms and conditions for the use of electronic money EURØP electronic money (hereinafter referred to as the “EURØP T&Cs”) govern all relations 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, in 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 hereinafter “**Schuman**”, or the “**Issuer**”;

**AND**

- On the other hand, any natural or legal person who uses electronic money issued by the Issuer, hereinafter referred to as the “**Holder**”;

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

## 2. Purpose of the General Terms and Conditions

The purpose of the EURØP T&Cs is to describe the terms and conditions of use and redemption from the Issuer of EURØP electronic money (the “Electronic Money” or “EURØP”) between Schuman and the Holder.

Together with Schuman’s EURØP White Paper (link enclosed), Privacy Policy, Cookie Policy, Redemption Policy, and any other terms and conditions referred to in these EURØP T&Cs, and any Schuman Financial documentation available on the Schuman Website (as defined hereinafter), the EURØP T&Cs express all the obligations and rights of the Parties.

The Holder acknowledges and agrees to be bound by each of these individual terms, agreements and policies.

The Holder is advised to print or download and keep a copy of these General Terms and Conditions for future reference. They may also request to receive these General Terms and Conditions by email at support@schuman.io.

These EURØP T&Cs and all communications are provided in English. Any translations are for convenience only. The English version of these EURØP T&Cs governs the Holder’s use of the services and takes precedence over any translated versions.

### 3. Definitions

In these EURØP 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:

- **Wallet Terms & Conditions:** refers to the general conditions of use of a wallet concluded between the User and a wallet provider, governing in particular interactions with the wallet provider and the validation of Transactions.
- **Third-Party:** refers to a third-party professional who accepts, on their website or at their point of sale, to be paid by Schuman on behalf of the Holder requesting a refund of the Electronic Money.
- **Holder:** refers to any legal entity represented by a person with the rights to represent it and to bind it, or any natural person of legal age and capacity acting on its behalf for non-business purposes and having subscribed to these EURØP T&Cs.
- **Crypto-asset Trading Platform:** refers to any exchange or platform that independently chooses to make the EURØP available to its users without any contractual agreement with the Issuer.
- **Personal Data:** means any information relating to an identified or identifiable natural person as the Holder, as defined in Article 4(1) of the General Data Protection Regulation (EU) 2016/679 (“GDPR”). This includes any information by which a Holder can be identified, directly or indirectly, by reference to an identifier or to one or more factors specific to him or her.
- **KYC:** refers to the legal obligations relating to the knowledge of the Holder resulting from articles L.561-5 and L.561-5-1 of the French Monetary and Financial Code corresponding to the following obligations: identification and verification of the identity of the Holder and, where applicable, of the beneficial owner of the business relationship, as well as knowledge of the purpose and nature of the business relationship and any other relevant information. The verifications and controls carried out upon entering into a relationship with Holders and, where applicable, during the course of the business relationship are adapted by the Issuer or the Crypto-asset Trading Platform depending on whether the Holder is a natural person or a legal entity. These checks and controls thus take account of the status of the Holder to determine the nature and extent of the information to be collected to identify and verify the identity of the Holder and, where applicable, its beneficial owner.
- **Applicable Laws on the Protection of Personal Data:** refers to (i) GDPR, (ii) the updated Law n°78-17 known as the Data Protection Act of 6 January 1978, and (iii) any other subsequent applicable legislation that may supplement and/or replace the aforementioned texts.
- **Electronic Money:** refers to stablecoin EURØP, a monetary value stored in electronic form on the Issuer’s server and representing a claim by the Holder against the Issuer. The Electronic Money is issued by the Issuer in exchange for the surrender of funds by the Holder.
- **Transaction:** means the operation whereby a Holder exchanges EURØP or uses EURØP to make a payment.
- **Wallet:** refers to a digital tool, either software or hardware, used to store cryptographic keys and manage digital assets, such as EURØP. It allows the User to send, receive, and track transactions on blockchain networks.
- **Third-Party Wallet:** refers to a wallet provided by a service provider that is not affiliated with the Issuer or Crypto-asset Trading Platform, used by the User to store and manage digital assets like EURØP.

- **Website:** refers to the website published by Schuman at the following URL address: <https://www.schuman.io>.

## 4. Use of Electronic Money

Electronic Money is issued by Schuman, approved as an electronic money institution, in exchange for funds and listed by partner Crypto-asset Trading Platforms to their users.

Holders may verify the Issuer's authorisation by contacting the ACPR, 4 Place de Budapest – 75009 Paris, or by visiting <https://www.regafi.fr/spip.php?rubrique1>.

Electronic Money can be purchased directly by qualified business clients from Schuman or by individuals and businesses on a Crypto-asset Trading Platform in exchange for cash.

The Holder will be able to receive EURØP in the Crypto-asset Trading Platform's Wallet or in a Third-Party Wallet provided that the latter has carried out a full KYC.

The Electronic Money will then be able to circulate freely without restriction.

In the context of a Transaction with a Third-Party beneficiary, the Holder will be deemed to request reimbursement of his Electronic Money from the Issuer and to request the Issuer to pay the Third-Party beneficiary in cashless money on his behalf.

The Issuer reserves the right to block the redemption of Electronic Money and the transfer from the Wallet at any time, in particular in the event of use that does not comply with these EURØP T&Cs or in the event of suspected or proven fraudulent use.

## 5. Redemption of Electronic Money

Holders may obtain reimbursement of their Electronic Money directly from the Issuer, provided they have satisfied KYC requirements and met the requirements defined by the Redemption Policy.

Redemption is made at the nominal value of the Electronic Money units, subject to current transactions. It will not be possible to change the value of the Electronic Money, as one EURØP unit always represents one euro.

The refund is made by transfer to an account opened in the name of the Holder, the IBAN of which is provided by the Holder under his responsibility. By way of derogation, the Holder, who is a natural person not acting for professional purposes, may request reimbursement in cash. In this case, the Issuer may send a postal order or use any other money transmission service allowing cash withdrawal.

In view of the provisions relating to the AML-CFT requirements, the Issuer reserves the right to make repayment subject to the provision of any other document enabling the identity of the Holder or the lawfulness of the transaction to be verified or confirmed.

The reimbursement will be sent to the Holder after the completed reimbursement request, accompanied, where applicable, by all the supporting documents requested.

## 6. Duration of the EURØP T&Cs

These EURØP T&Cs constitute a contract between the Issuer and the Holder, which shall remain in force until the Electronic Money subscribed to is used or redeemed.

The current EURØP T&Cs can be consulted at any time on the Website.

The Website is accessible by the Holder 24 hours a day, 7 days a week, all year round, except in the event of maintenance or force majeure.

The fact that the Issuer does not avail itself at a given time of any clause of the EURØP T&Cs may not be interpreted as a waiver of the right to avail itself of such clause at a later date.

## 7. Modification and termination of the EURØP T&Cs

The Issuer reserves the right to amend these EURØP T&Cs at any time. In this case, the amended EURØP T&Cs will be available for consultation on the Website no later than 2 (two) months prior to the date proposed for their entry into force, unless such amendment is imposed by a law or regulation of immediate application.

If no objection is raised by the Holder within this period, the modified EURØP T&Cs is deemed to have been accepted.

If the Holder refuses the proposed amendment or for any other reason, they may terminate these EURØP T&Cs, free of charge, by contacting the Issuer using the contact details indicated in the Claims section of this document. This request does not affect all debits (fees, subscriptions, payments) for which the Holder remains liable.

The Holder's death or legal incapacity terminates these EURØP T&Cs as soon as the Issuer is notified thereof. Unless the rightful claimants or the notary in charge of the estate agree to honour them, Transactions carried out after the Holder's death or legal incapacity are deemed not to have been authorised.

## 8. Claims

The Issuer and the Crypto-asset Trading Platforms exclude all liability for goods or services paid for using Electronic Money and provided by Third-Parties. It is the responsibility of the Holder to resolve any dispute of any nature concerning these goods or services with the Third-Parties.

Under no circumstances may the Issuer or the Crypto-asset Trading Platforms be held liable for

disputes with Third-Parties.

The Transactions recorded by the Issuer's computer systems constitute proof of the Transactions actually carried out using Electronic Money.

In the event of a dispute regarding the use of EURØP, in particular, due to an unauthorised or incorrectly executed Transaction, the Holder may send a complaint by email to [support@schuman.io](mailto:support@schuman.io) or by post to the Issuer within 13 months of the date of the disputed transaction.

After validation of the dispute by the Issuer, the Issuer will pay the Holder an amount of EURØP equivalent to the disputed transaction.

The Issuer may be exonerated from all or part of its liability by proving that the non-performance or improper performance of the contract is attributable either to the Holder, or to the unforeseeable and insurmountable act of a third party to the contract, or to a case of force majeure, as defined in the Force Majeure section of this document.

## 9. Customer Relations

For any questions, information or complaints, the Issuer's Customer Service is available to the Holder:

- By email to the following address: [support@schuman.io](mailto:support@schuman.io)
- By telephone at +33 (0)9 80 80 22 84 (price of a local call from a landline) from 9:00 to 16:00 Central European Time, from Monday to Friday.
- Via the section Contact Us of the website at <https://schuman.io/contact/>.

## 10. Protection of Personal Data

The Issuer processes the Holder's Personal Data in accordance with (i) the Applicable Laws on the protection of personal data and (ii) its Personal Data protection policy accessible at the following address: <https://schuman.io/privacy-policy/>.

## 11. Professional Secrecy

Pursuant to Article L. 526-35 of the French Monetary and Financial Code, any person who participates in the management or direction of the Issuer or who is employed therein is bound by professional secrecy.

In addition to the cases where the law so provides, the Issuer may communicate information covered by professional secrecy to the persons with whom it negotiates, concludes, or executes the following transactions, where such information is necessary for such transactions:

- Acquisitions of shareholdings or control in electronic money institutions;

- Disposal of assets or business;
- Assignment or transfer of contracts;
- Service contracts concluded with a third party with a view to entrusting it with important operational functions; or
- During the study or preparation of any type of contract or transaction, provided that these entities belong to the same group as the author of the communication.

In addition to the cases mentioned above, the Issuer or the Crypto-asset Trading Platforms may communicate information covered by professional secrecy on a case-by-case basis and only when the persons concerned have expressly authorised them to do so.

Persons receiving information covered by professional secrecy which has been provided to them for the purposes of one of the above-mentioned operations must keep such information confidential, whether or not the above-mentioned operation is successful. However, in the event that the aforementioned transaction is successful, these persons may, in turn, communicate the information covered by professional secrecy, under the same conditions as those referred to above, to the persons with whom they negotiate, conclude or execute the aforementioned transactions.

## 12. Anti-Money Laundering (“AML”) and Counter Terrorist Financing (“CTF”) Provisions

When listing Electronic Money, the Issuer or a Crypto-asset Trading Platform shall first carry out a full KYC of the Holder, including identifying and verifying the identity of these customers, gathering information relating to the purpose and nature of this relationship, and respond within 5 business days to update this information throughout the duration of the relationship where applicable.

The Holder undertakes to provide the Issuer or the Crypto-asset Trading Platforms, as the case may be, with any information that may be reasonably requested for KYC purposes for knowledge of the customer and the nature of the business relationship on the purpose of the operations or Transactions carried out, the origin and destination of the funds, and the identity of the Holder by producing, as the case may be, any documentary evidence.

Holders are informed that no Transaction or refund of Electronic Money can be ordered if the Holder has not first undergone a KYC check by the Issuer or Crypto-asset Trading Platform.

## 13. Intellectual Property

The texts and graphic elements, their assembly on the Website, and the Website itself are the exclusive property of the Issuer and are protected under the applicable copyright legislation. The logos and distinctive signs of the Issuer are protected under trademark law.

Any deterioration of the elements present on the Website or of the Website, as well as, in the absence of express authorisation, any reproduction, downloading, copying, modification or

commercial use, in whole or in part, of the various elements of the Website are prohibited and expose their author(s) to legal action.

Under no circumstances do the EURØP T&Cs authorise the reproduction, modification or commercial use of the various elements of the Website.

By accessing the Website, the Issuer grants the Holder a licence to use the Website subject to the following conditions:

- a private, personal and non-transferable right to use the content of the Website or any of its component parts;
- a reproduction right for storage for the purpose of reproduction on a single-user screen, in one copy, for backup copies or hard copies; and
- any use of documents from the Website must mention the source.

Any other use of the texts and graphic elements, their assembly on the Website, and the Website itself, is prohibited, in particular, for commercial purposes, use in a network, or repeated and systematic extraction of elements from the Website carried out in contravention of the provisions of the Law of 1 July 1998 concerning the legal protection of databases.

Any use of the Website contrary to the provisions of this article constitutes an infringement of copyright, for which the person committing such an infringement (“**Counterfeiter**”) may be held liable. Civil and criminal penalties may be imposed on any Counterfeiter.

## 14. Force majeure

Force majeure events are defined in accordance with Article 1218 of the French Civil Code as events that are unforeseeable, beyond the parties’ control, and external, which make it impossible to perform the obligations under these EURØP T&Cs.

If a force majeure event occurs:

- The Issuer’s obligations under this agreement will be suspended; and
- If the event persists for more than one (1) month, the Issuer’s obligations may be terminated. Except for the Issuer’s obligation to redeem Electronic Money, the Issuer shall not be held liable for non-performance of the contract due to a force majeure event.

The party affected by a force majeure event must promptly notify the other party of its occurrence and the measures being taken to mitigate its effects.

## 15. Applicable law / Complaints and disputes

The EURØP T&Cs are governed by French law.

In the event of a dispute arising between the Holder and the Issuer in connection with the

performance hereof, each of the two Parties shall endeavour to attempt to settle the dispute amicably.

If the Holder and the Issuer are unable to reach an agreement, and in accordance with Article L.316-1 of the French Monetary and Financial Code, the Holder may refer the matter free of charge to the mediator of the French Association of Payment and Electronic Money Institutions (“AFEPAME”):

**Association AFEPAME – Mediator**

36, rue Taitbout  
75009 Paris, France

A consumer mediator may be contacted 2 months after the submission of a first written complaint, regardless of the contact person or department to which the complaint was addressed, and irrespective of whether a response has been provided.

In principle, the mediation shall be concluded within ninety (90) days from the date on which the mediator notifies the Parties of his referral, in accordance with article R.612-5 of the French Consumer Code.

It should be noted that recourse to mediation by the Holder is only an option, and not a prerequisite for referral to the courts and that the Parties may, in any event, withdraw from the mediation process at any time.

In the absence of an amicable agreement between the Parties via one of these voluntary procedures, the dispute will be submitted to the French courts.