

Special Terms & Conditions

Applicable to accounts opened by the French Branch

04/01/2024







- The purpose of these special terms and conditions is to specify the terms and conditions applicable to the Limited Use Payment Account ("LUPA") opened in the books of the branch of Sogexia SA in France, located at 79 boulevard Stalingrad, Bâtiment B, 69100 Villeurbanne ("Branch").
- 2. Terms not specifically defined in these special terms and conditions shall have the same meaning as in the general terms and conditions.
- 3. The opening of a LUPA is not automatic, (i) you must first be the holder of a main account opened in the books of our Luxembourg headquarters ("Main Account") on which at least one Transaction has already been carried out, and (ii) we may need to ask you for additional data before we can grant your application.
- 4. From your LUPA, you will only be able to carry out Incoming Transfer and SEPA Direct Debit Transactions, under the same conditions as set out in the general terms and conditions.
- 5. From your LUPA, you will not be able to make card payments, as there are no cards issued by us which are linked to your LUPA.
- 6. Your LUPA will be systematically and instantaneously "swept" into your Main Account, i.e. any Transaction crediting an amount to your LUPA will systematically and instantaneously be debited by the same amount from your LUPA to your Main Account. Conversely, any Transaction debiting your LUPA will be subject to a prior transfer of the same amount from your Main Account to your LUPA. You must therefore have sufficient funds in your Main Account to enable you to make a Payment Transaction from your LUPA (taking into account the applicable fees and limits as set out in clause 17 of the general terms and conditions).
- 7. Like your Main Account, your LUPA is an online account. Our Branch is not open to the public and any requests or queries you may have will be dealt with by telephone or email.
- 8. The terms and conditions applicable to your Main Account and the payment services provided to you through your Main Account are also applicable to the LUPA and the payment services provided to you through your LUPA, to the extent that they are available through the LUPA. In the event of any conflict between the general terms and conditions and these Special terms and conditions, these Special terms and conditions shall prevail.
- 9. In the event of suspension or termination of your Main Account, your LUPA will also be suspended or, as the case may be, terminated ipso facto.
- 10. Any dispute arising between you and us shall be governed by Luxembourg law and the Luxembourg courts, except that Consumer Customers may rely on local mandatory provisions to the contrary, which cannot be derogated from in these special conditions and the general conditions.