

## GENERAL CONDITIONS FOR "PAYMENT IN INSTALMENTS"

The purpose of these general terms and conditions is to define the terms and conditions of the payment offers made by FLOA Bank, a public limited company with capital of €72,297,200, registered in the Bordeaux Trade and Companies Register under number 434,130,423, whose registered office is located at Bâtiment G7, 71 rue Lucien Faure, 33300 Bordeaux, France, enabling customers of merchant sites or mobile applications, partners of FLOA Bank (hereinafter the "**Site(s)**"), to pay for their purchases in instalments using their bank card.

In accordance with Article L.312-4 of the Consumer Code, the "payment in instalments" offer is not subject to the provisions of Articles L.312-1 et seq. of the Consumer Code.

### Article 1. Conditions relating to the borrower

The offer of payment in several instalments is reserved for private individuals (natural persons of legal age), residing in France, who hold a Visa or MasterCard bank card used for the payment of an order placed on a Site. The validity period of the bank card used must be later than the date of the last instalment of the "payment in instalments".

The offer of payment in several instalments is exclusively accessible to customers selected by FLOA Bank and/or its partners.

Bank cards with systematic authorisation, e-cards, Indigo cards and American Express are not accepted (list not exhaustive).

### Article 2. Conclusion of the "payment in instalments" contract

After confirming the shopping basket on the Site, the customer is redirected to a "Choice of payment method" page. In order to benefit from the "payment in several instalments" by credit card for the order, the customer will choose the desired payment method.

Depending on the Site, different methods are available to the customer. The different offers proposed by the Site are only those available on the "Choice of payment method" page of the Site. In any event, the maximum period between the payment of the first and last instalment is three months.

Details of the fees for the "1X deferred payment FREE of charge" offer

Order to be paid up to 30 days after the day of validation of the order.

Amount of the order	Negligible costs	Lending rate	APR
50 à 1.000 €	0%	0%	0%

### Details of fees for the "1X deferred payment" offer

Order to be paid up to 30 days after the day of validation of the order.

Amount of the order	Negligible costs	Lending rate	APR
50 à 1.000 €	1,50%	18,12%	19,86%

### Details of fees for "3 X payment" offers

The customer's refund schedule for "3X payment" will begin on the day the order is validated (hereinafter "D") and will be spread as follows: □ R1 = 1st due date on D

- R2 = 2nd deadline => R1 + 30 days ; □  
R3 = 3rd deadline => R2 + 30 days.

For the "3 X deferred payment" offer, the schedule will be as follows:

- R1 = 1st due date on D + 30 days ;
- R2 = 2nd deadline => R1 + 30 days ; □  
R3 = 3rd deadline => R2 + 30 days.

### **Fees for the "payment in 3 X or 3 times deferred FREE of charge" offer**

Amount of the order	Maximum negligible costs	Lending rate	APR
50 à 6.000 €	0%	0%	0%
>6.000 €	0%	0%	0%

### **Fees for the "3 X payment" offer**

Amount of the order	Maximum negligible costs	Lending rate	APR
50 à 1.000 €	1,58%	19,06%	20,82%
1.000,01 à 1.500 €	1,51%	18,21%	19,81%
1.500,01 à 2.000 €	1,41%	17,00%	18,39%

2.000,01 à 3.000 €	1,21%	14,58%	15,59%
3.000,01 à 6.000 €	0,78%	9,38%	9,80%
>6.000 €	0,41%	4,93%	5,04%

#### Fees for the "3 X deferred payment" offer

Amount of the order	Maximum negligible costs	Lending rate	APR
50 à 1.000 €	3,11%	19,16%	20,93%
1.000,01 à 1.500 €	3,01%	18,53%	20,18%
1.500,01 à 2.000 €	2,81%	17,27%	18,70%
2.000,01 à 3.000 €	2,52%	15,45%	16,59%

3.000,01 à 6.000 €	1,54%	9,36%	9,77%
>6000€	0,82%	4,95%	5,07%

#### Details of the fees for the "4 X payment" offer

The customer's refund schedule will begin on the day the order is validated (hereinafter "D") and will be spread out as follows:

- R1 = 1st due date on D
- R2 = 2nd deadline => R1 + 30 days ; □ R3 = 3rd deadline => R2 + 30 days. □ R4 = 4th deadline => R3 + 30 days.

#### Fees for the "payment in 4 X FREE" offer

Amount of the order	Negligible costs	Lending rate	APR
30 à 6.000 €	0%	0%	0%
>6.000 €	0%	0%	0%

### Fees for the "payment in 4 X" offer

Amount of the order	Maximum negligible costs	Lending rate	APR
30 à 1.000 €	2,39%	19,17%	20,95%
1.000,01 à 1.500 €	2,36%	18,93%	20,66%
1.500,01 à 2.000 €	2,21%	17,72%	19,24%
2.000,01 à 3.000 €	1,91%	15,31%	16,44%
3.000,01 à 6.000 €	1,1è%	9,37%	9,79%
>6.000 €	0,62%	4,96%	5,08%

Payment of the order by "payment in instalments" by bank card is made using the "double-click" technique, i.e. once the "payment in instalments" option has been selected on the "Choice of payment method" page of the Site, the customer must read these general terms and conditions and notify his or her electronic acceptance of these general terms and conditions by clicking on the "validate" button.

The customer acknowledges that the "double click" constitutes consent to contract and irrevocable and unreserved acceptance of these General Terms and Conditions. The contract is automatically archived by FLOA Bank and the customer can have access to it on written request.

### Article 3. Formation of the contract

FLOA Bank reserves the right to grant or refuse the granting of the "payment in instalments" credit offer within a maximum of 7 calendar days from the acceptance of the "payment in instalments" offer by the customer.

### Article 4. Performance of the contract

By validating the request for "payment in instalments", the customer requests the immediate execution of this contract without waiting for the expiry of the withdrawal period as provided for in Article 5 below. If the customer exercises his right of withdrawal, he shall be obliged to pay proportionally for the financial service actually provided.

In the event of default by the customer in repayment, FLOA Bank may demand immediate repayment of the outstanding capital, plus any interest due but not paid. FLOA Bank may demand from the client a compensation equal to a maximum of 8% of the capital due. If FLOA Bank does not demand the immediate repayment of the outstanding capital, it may demand, in addition to the payment of the unpaid due instalments, an indemnity equal to 8% of the said instalments.

FLOA Bank mandates certain of its partners, in their capacity as Intermediary in Banking Operations and Payment Services (IOBSP), to proceed in the name and on behalf of FLOA Bank, with the calls for the monthly instalments due under the present contract. FLOA Bank may also give a mandate to any company of its choice to proceed with the collection of unpaid monthly instalments.

### **Article 5. Withdrawal of acceptance**

In accordance with Article L 222-7 et seq. of the French Consumer Code, after accepting this contract, the customer may withdraw from the contract by means of the detachable form attached or by post within 14 calendar days of accepting these general conditions, by returning the detachable form or the post by registered letter with acknowledgement of receipt after having dated and signed it. Under no circumstances shall the exercise of this right of withdrawal give rise to a registration on a file.

### **Article 6. Order cancellation**

In case of cancellation of the entire order placed on the Site with the merchant, FLOA Bank will proceed to (i) a refund of the amount of the instalments already deducted from the bank card used and (ii) a cancellation of the instalments to come. Customer charges will also be refunded.

In case of partial cancellation of the order placed on the Site with the merchant, FLOA Bank (i) will refund the amount that may have been overpaid, i.e. the difference between the amount of the cancelled order and the amount of the instalments already deducted and (ii) will cancel the future instalments. Customer charges will not be refunded.

### **Article 7. Borrower information**

FLOA Bank may, in the context of the conclusion or execution of the present contract, send any information to the customer by electronic means.

### **Article 8. Evidence**

The customer and FLOA Bank agree that, in the absence of proof to the contrary, all data, files, records or transactions received and/or stored on the Site or on any other computer or electronic medium of FLOA Bank, as well as their reproduction on any other medium, constitute proof of all transactions between the customer and FLOA Bank.

### **Article 9. Protection of personal data**

The information collected under these terms and conditions is mandatory for the study of the customer's request.

For information on the processing of personal data, the customer is invited to consult the privacy policy available on the Bank's website or by clicking on the following link:

[https://www.floabank.fr/images/pdf/Politique\\_de\\_confidentialit\\_et\\_cookie.pdf](https://www.floabank.fr/images/pdf/Politique_de_confidentialit_et_cookie.pdf)

### **Article 10. Mediation**

In case of questions, the customer can contact a FLOA Bank advisor by email at the following address:

[contactPaielementmarchand@flea.fr](mailto:contactPaielementmarchand@flea.fr)

If the answers given do not seem to be satisfactory, the customer can submit a complaint:

- by post to the FLOA Bank Consumer Service CONSUMER SERVICE - FLOA Bank 36 rue Messines 59686 LILLE CEDEX 9.

- by email to [contactPaielementmarchand@flea.fr](mailto:contactPaielementmarchand@flea.fr).

- or call 05 56 46 89 41 (cost of a local call from a landline) from Monday to Friday from 9am to 8pm.

If no agreement is reached, the client may contact the ASF Mediator (Association française des Sociétés Financières), an independent body within the scope of its competence, either by mail addressed to the ASF Mediator, 75854 Paris cedex 17 or electronically at <http://lemediateur.asf-france.com>, without prejudice to other legal remedies.

### **Article 11. Opposition to telephone solicitation**

The customer has the right to register free of charge on the BLOCTEL list ([www.bloctel.gouv.fr](http://www.bloctel.gouv.fr)) or by post to OPPOSETEL - Service Bloctel, 6 rue Nicolas Siret 10000 TROYES if they do not wish to be canvassed by this means.

### **Article 12. Various conditions**

By express agreement, this offer constitutes for FLOA Bank a promissory note transferable by simple endorsement. The claim inherent in the present general terms and conditions may be securitised. In such a case, FLOA Bank may at any time transfer the collection of its claim in

whole or in part to a credit institution or the Caisse des Dépôts et Consignations, the borrowers being informed by simple letter.

### **Article 13. Supervisory authority**

FLOA Bank is subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution (ACPR), 4 Place de Budapest - CS 92459 - 75436 Paris Cedex 09.

### **Article 14. Applicable law**

The present general conditions are subject to French law. Any dispute relating to these terms and conditions shall be subject to the sole jurisdiction of the French courts.

In the event that one or more clauses of these general terms and conditions should become null and void following a change in legislation or by a court decision, this shall in no way affect the validity of the other clauses, which shall remain applicable.

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**WITHDRAWAL FORM.** To be returned no later than fourteen days after the date of your acceptance of these general conditions. The period starts to run from the day of your acceptance of these terms and conditions. This withdrawal is only valid if it is sent, legibly and fully completed, before the expiry of the above-mentioned time limits, by registered letter with acknowledgement of receipt, to FLOA Bank, SERVICE CONSOMMATEUR - FLOA Bank 36 rue Messines 59686 LILLE CEDEX 9.

I, the undersigned..... hereby renounce the offer of payment in instalments of (order amount) ..... euros that I accepted on ..... Date and signature of the Borrower :