



## GENERAL TERMS AND CONDITIONS OF USE

LITA.co is a platform for the provision of crowdfunding services (the '**Platform**') operated by the company 1001PACT, a simplified joint-stock company with a capital of 40,005 euros, having its registered office at 118/130, avenue Jean Jaurès, 75169 PARIS Cedex 19, entered in the register of trade and companies under the unique identification number 805 139 383 RCS Paris ('**LITA.co**'), as a crowdfunding service provider (CSP) under the number FP-2023-27, for the platform operated with the URL [www.lita.co](http://www.lita.co) (the '**Site**').

LITA.co is a crowdfunding service provision (CSP) platform which is a pioneer in impact investing and a pure player in this field, in which it enables its investor users to build an impact investment portfolio by offering opportunities to subscribe to:

- shares,
- bonds,
- convertible bonds,
- shares in cooperative companies with the form of a public limited company or
- profit-sharing certificates

under the conditions and according to the arrangements stipulated by the Site and within the framework of the Applicable Regulations.

It thus enables users to invest in:

- companies in the social and solidarity-based economy (SSE), companies with a social, environmental or societal impact and the prospect of economic viability,
- companies that have decided to engage in an ecological or social transition project,

selected by LITA.co in accordance with its [selection procedure for companies](#) that wish to be Project Owners and to use the services of the Platform to offer securities for issue.

### 1. PURPOSE

The purpose of these general terms and conditions of use (the '**T&Cs**') is to define the provisions that apply to users, whether natural or legal persons, in the context of access to and use of the information and access to the services of the Platform through the Site.

### 2. DEFINITIONS

Terms starting with a capital letter used in the T&Cs have the meaning indicated below, unless they are expressly defined otherwise:

<b>FMA</b>	means the Financial Markets Authority.
<b>Article</b>	means an article of these T&Cs apart from the tripartite general terms and conditions concerning the use of payment services.
<b>T&amp;Cs</b>	means these general terms and conditions of use incorporating the <a href="#">tripartite general terms and conditions with LITA.co</a> and governing the use of the payment services by means of electronic wallets provided by the company MangoPay.
<b>KYC</b>	means all procedures and controls for ascertaining the customer's identity and any controls applicable under the regulations against money laundering and combating the financing of terrorism (AML/CFT) applied by the Platform, itself and

through the payment service provider of which it is the agent under the general terms and conditions of use incorporating the tripartite general terms and conditions.

<b>Investor</b>	means a User who has invested in a crowdfunding Offer through the Platform.
<b>Member</b>	means a User, whether a natural or a legal person, registered on the Site (after having provided his or her surname, first name, and email address, and having answered questions whose purpose is to confirm his or her acceptance of the risks associated with the Offers proposed by LITA.co and relating in particular to possible losses and the liquidity risk in accordance with Article 5).
<b>Member-Investor</b>	means both a Non-Validated Member-Investor and a Validated Member-Investor.
<b>Non-Validated Member-Investor</b>	means, in accordance with Article 5, a Member who has completed the entry knowledge test if he or she is a non-sophisticated investor within the meaning of the CSP Regulation, or who has answered the questions relating to his or her situation as an investor if he or she is a sophisticated investor within the meaning of the CSP Regulation, and whose KYCs have not yet been validated by LITA.co or MangoPay.
<b>Validated Member-Investor</b>	means, in accordance with Article 5, a Non-Validated Member-Investor whose KYCs have been validated by LITA.co and MangoPay.
<b>Offer</b>	means a crowdfunding offer proposed by LITA.co on the Site.
<b>Platform</b>	means the crowdfunding service platform operated by the company 1001PACT, a simplified joint-stock company with a capital of 40,005 euros, having its registered office at 118/130, avenue Jean Jaurès, 75169 PARIS Cedex 19, entered in the register of trade and companies under the unique identification number 805 139 383 RCS Paris and registered with ORIAS as a crowdfunding service provider (CSP) under number FP-2023-27 for the platform operated with the URL <a href="http://www.lita.co">www.lita.co</a> .
<b>Project Owner</b>	means the business owning a Project selected by LITA.co, by means of its <a href="#">selection procedure</a> , which has decided to issue securities that are to be or are the subject of an Offer (directly or indirectly if the securities are offered through a holding company or a special purpose vehicle (SPV) dedicated to the subscription of securities to be issued by the Project Owner).
<b>Project</b>	means the project to which the Project Owner wishes to allocate the funds resulting from subscriptions to the securities that are the subject of an Offer on the Platform.
<b>CSP</b>	means a crowdfunding service provider or crowdfunding service provision.
<b>CSP Regulation</b>	means Regulation (EU) No. 2020/1503 of 7 October 2020.
<b>Applicable Regulations</b>	means (a) the CSP Regulation and its implementing texts in the European Union (EU), any other European regulatory text applicable to CSPs and/or the Services and/or the activities involved in the promotion of CSP services or crowdfunding offers as well as the local regulations respectively applicable in the Member States of the Territory to CSPs and/or the Services and/or the activities involved in the promotion of CSP services or crowdfunding offers, as well as (b) the decision to issue CSP authorisation to LITA.co taken by the AMF and incorporating the activity programme contained in the file on the basis of which the authorisation was issued.

<b>Services</b>	means the services involved in matching the interests of Investors and Project Owners in terms of financing entrepreneurs by issuing securities which are eligible under the Applicable Regulations as described in Article 4 below.
<b>Site</b>	means the website with URL <a href="http://www.lita.co">www.lita.co</a> .
<b>Users</b>	means the users of the Site, including visitors.

Headings and titles are given for convenience only and have no impact on the interpretation of the T&Cs.

Any reference to a rule of applicable law must be interpreted as a reference to that rule in its existing form, including its amended or modified form where appropriate.

Words appearing in the plural include the singular and vice versa, and the use of the term 'in particular' implies that the examples which follow are not exhaustive, but illustrative.

Unless expressly stipulated otherwise in the T&Cs, a reference to any other document mentioned by the T&Cs always refers to that other document in its modified, amended or supplemented version.

### 3. USE – MANDATORY RULES

Any access to or use of the [www.lita.co](http://www.lita.co) site by one or more persons (one or more '**Users**') constitutes unreserved acceptance of these terms and conditions.

Any User may register on the Platform to become an Investor or Project Owner by completing all of the mandatory fields on the registration form available on the Platform.

LITA.co reserves the right to terminate access to Users at any time, temporarily or permanently, in particular in the event of non-compliance with their obligations or with the T&Cs, or with those of the payment service provider, in accordance with Article 19.1 below.

These T&Cs may be supplemented by additional provisions, in particular by the pages to which they refer, including:

- the [selection procedure](#) for Project Owners,
- the [submitting an application](#) space for entrepreneurs wishing to put forward a Project for financing on the Platform,
- [the tripartite general terms and conditions with LITA.co and MangoPay](#) governing the use of payment services by means of electronic wallets,
- the [form](#) to be downloaded by the User in the event of a complaint,
- the file to be submitted by any company wishing to have its Project financed and become a Project Owner.

In the event that any provision is added, deleted or modified, Users will be informed as soon as possible. In addition, Users are required to refer to the latest online version on the registration date, which automatically and incontestably becomes the applicable version in its content and scope.

### 4. SERVICES PROVIDED BY LITA.CO THROUGH THE SITE

In its work for its customers, LITA.co matches the interests of investors with those of Project Owners in terms of financing entrepreneurs by issuing securities which are eligible under the Applicable Regulations, using a crowdfunding platform (the '**Services**') and consisting of the provision of the following services:

- the placing without a firm commitment basis, referred to in Annex I, Section A, Point 7, of Directive 2014/65/EU, of transferable securities and instruments admitted for crowdfunding purposes issued by Project Owners or by an ad hoc entity, and
- the reception and transmission of client orders, as referred to in Annex I, Point 1, of the aforementioned section of Directive 2014/65/EU in relation to such transferable securities and instruments admitted for crowdfunding.

LITA.co also undertakes to offer:

- a panel of social and solidarity-based economy (SSE) companies,
- a panel of companies with a social, environmental or societal impact and the prospect of economic viability,
- a panel of companies that have decided to engage in an ecological or social transition project,

selected by LITA.co in accordance with its [selection procedure for Project Owners](#).

The LITA.co company selection procedure sets out the selection criteria for companies according to their profile or the sector of their Project. It is regularly updated to take account of market developments, and the terms of this procedure therefore prevail under all circumstances.

Once the selection process has been completed successfully, subject to having previously concluded a CSP contract with LITA.co describing the rights and obligations of the parties involved in LITA.co's CSP services, the Offer on the Site may commence. This generally takes place in two stages:

- a pre-funding phase involving the presentation of the investment opportunity with a summary project information sheet and the collection of subscription intentions from Member-Investors on a financial product whose characteristics may be modified within the framework of the funding. The intentions collected during pre-funding are in no way binding. Nevertheless, the expression of an intention to subscribe confers a priority right of information concerning the opening of the funding campaign for the Offer with a direct access link to the subscription area.
- a funding phase allowing access to the information required by the Applicable Regulations concerning the investment Offer (key investment information sheet, detailed presentation of the Project Owner) and the collection of subscriptions. Subscriptions are collected by LITA.co and the corresponding payments are collected by the electronic money institution (or payment service provider) on whose behalf LITA.co acts as an agent under the [tripartite general terms and conditions](#) with this establishment and LITA.co, which form an integral part of these T&Cs.

## 5. USERS' STATUS

Users may obtain the following status, which entitles them to the following features on the Site, the use of which is required in order to have access to the Services:

STATUS	GIVING ACCESS TO THE FOLLOWING SERVICES:
1. <b>'User'</b> means an Internet user, whether a natural or a legal person, who accesses the publicly available parts of the Site without registering.	<ul style="list-style-type: none"> <li>• Access to the part of the Site open to the public: <ul style="list-style-type: none"> <li>○ access to the home page,</li> <li>○ access to the institutional presentation of LITA.co's activities and the general terms and conditions of use,</li> <li>○ access to limited information about the Offers in the course of pre-funding or funding,</li> </ul> </li> <li>• No access to the services offered by LITA.co as a CSP.</li> </ul>
2. <b>'Member'</b> means a User, whether a natural or a legal person registered on the Site (after having provided his or her surname, first name, and email address, and having answered questions whose purpose is to confirm his or her acceptance of the risks associated with the Offers proposed by LITA.co and relating in particular to possible losses and the liquidity risk).	<ul style="list-style-type: none"> <li>• Full access to the Site involving: <ul style="list-style-type: none"> <li>○ access to the home page,</li> <li>○ access to the institutional presentation of LITA.co's activities and the general terms and conditions of involvement,</li> <li>○ access to a dedicated 'Member' space,</li> <li>○ limited access to the pages for Offers in the course of pre-funding or funding,</li> <li>○ and</li> <li>○ more generally, access to content published on the Site,</li> </ul> </li> <li>• receipt of newsletters at the email address provided.</li> <li>• No access to the services offered by LITA.co as a CSP.</li> </ul>
3. <b>'Non-Validated Member-Investor'</b> means a 'Member' who has completed the entry knowledge test if he or she is a non-sophisticated investor within the meaning of the CSP Regulation, or who has answered the questions relating to his or her situation as a sophisticated investor if he or she is a sophisticated investor within the meaning of the CSP Regulation, and whose KYCs have not yet been validated.	<ul style="list-style-type: none"> <li>• Full access to the Site involving: <ul style="list-style-type: none"> <li>○ access to the home page,</li> <li>○ access to the institutional presentation of LITA.co's activities and the general terms and conditions of involvement,</li> <li>○ access to a dedicated 'Member-Investor' space,</li> <li>○ full access to the pages of Offers in the course of pre-funding or funding, with the exception of the investment process,</li> <li>○ access enabling him or her to read and/or post comments and</li> <li>○ more generally, access to content published on the Site;</li> </ul> </li> <li>• receipt of newsletters at the email address provided.</li> <li>• Full access to the services offered by LITA.co as a CSP.</li> </ul>
4. <b>'Validated Member-Investor'</b> means a 'Member-Investor' whose KYCs have been validated.	<ul style="list-style-type: none"> <li>• Full access to the Site involving: <ul style="list-style-type: none"> <li>○ access to the home page,</li> <li>○ access to the institutional presentation of LITA.co's activities and the general terms and conditions of involvement,</li> <li>○ access to a dedicated 'Member-Investor' space,</li> <li>○ full access to the pages for Offers in the course of pre-funding or funding,</li> <li>○ access enabling him or her to read and/or post comments and</li> <li>○ more generally, access to content published on the Site;</li> </ul> </li> <li>• receipt of newsletters at the email address provided.</li> <li>• Full access to the services offered by LITA.co as a CSP.</li> </ul>

- 
5. **'Investor'** means a member who has invested in a company through the Site.
- Full access to the Site involving:
    - access to the home page,
    - access to the institutional presentation of LITA.co's activities and the general terms and conditions of involvement,
    - access to a dedicated Member-Investor space,
    - Member-Investor space supplemented with information about investments made and investor-related matters (in certain cases, possibility of voting at general meetings, access to legal documentation made available by the Project Owner, etc.),
    - access to the pages for Offers in the course of funding or pre-funding,
    - access enabling him or her to read and/or post comments,
    - more generally, access to content published on the Site,
  - receipt of newsletters at the email address provided.
  - Full access to the services offered by LITA.co as a CSP.
- 

## **6. ACCESS TO AND AVAILABILITY OF THE SITE**

The Site is accessible from the following URL: [www.lita.co](http://www.lita.co) .

Access to the confidential information provided by the Project Owner is subject to the registration of the User as a Member-Investor, which gives access to an investor account and, subject to achieving Validated Member-Investor status, full access to an investor space and the Services, under the conditions set out in Article 7 below.

The Site is accessible 24 hours a day, 7 days a week other than in cases of force majeure or some cause unrelated to LITA.co.

If such an event occurs and the Site and/or its features are consequently unavailable to Users, Users will be kept informed as soon as possible of the situation and its resolution.

With this in mind, Users are invited to report any malfunctions that they may encounter when using the Site.

## **7. MAIN OBLIGATIONS OF USERS WHEN ACCESSING THE SERVICES**

### **7.1. Procedure for creating a Member-Investor account**

Users who wish to become Investors and have access to the Services provided by LITA.co must create an investor account and, to do so, must first complete a form which can be found on the Site.

To create an account and become a 'Member', each User is requested to provide the following information:

1. Title, Surname, First name(s) (or company name and SIREN number in the case of a legal entity and contact person's surname and first name),
2. Nationality,
3. Date and place of birth,
4. Email address and telephone number,
5. Password,
6. Address of place of residence (or registered office in the case of a legal entity),
7. Place of tax residence,
8. In the case of a legal entity, corporate form and RCS number (or SIREN number) as well as place of registration in the trade and companies register, share capital and date of creation of company.

It is also possible to log in via Google or LinkedIn.

The User must:

- read and accept the T&Cs which also incorporate the [tripartite general terms and conditions](#) with LITA.co and MangoPay and
- accept the risks associated with any investment operation in unlisted securities. A questionnaire will therefore be submitted to the User in order to confirm his or her acceptance of the risks associated with the operation and in particular, the risk of total or partial loss of the said investment as well as the risk that the subscribed securities cannot be resold.

The User who has become a Member must then complete the test relating to the situation of a sophisticated investor and attach proof of identity.

If it turns out that the User is not a sophisticated investor, he or she must also complete the entire 'Entry knowledge test' form in order to complete the Member profile, under the applicable Regulations.

In accordance with the Applicable Regulations, this form is used to analyse the Member's financial situation, experience and knowledge of investment and investment objectives in the case Users who are not sophisticated investors.

Once these steps have been completed, the Member becomes a Non-Validated Member-Investor; once his or her KYCs have been validated, he or she then become a Validated Member-Investor, with full access to the subscription process and the Services as described in Article 5 above.

Any User registering online must have the capacity to make such a registration. As such, Users declare and warrant that they:

1. are of legal age and not placed under guardianship or curatorship arrangements or judicial protection,
2. are duly authorised and have the necessary powers if they represent a legal entity,
3. are not a 'US person'<sup>1</sup>.

Furthermore, Users declare and warrant:

1. that the information provided during registration is true, accurate and complete,
2. that the accuracy of the information provided will be maintained by making any necessary updates in a timely manner.

The creation of the account will be effective on receipt of the relevant documents and validation of the file by LITA.co. A validation email will be sent to the User within 72 hours. As an exception to the above, during July and August and the period from 25 December to 15 January this turnaround time may be longer. Additional information may also be requested from the User if he or she does not meet all the required conditions, or in certain individual cases.

## **7.2. Provision of information in order to be able to use the Services offered through the Site**

The User undertakes to provide information that is true, accurate and complete in its content and scope, and not to provide a false identity likely to mislead third parties. If the information that has been provided changes, the User undertakes to make any necessary updates as soon as possible.

If the User provides information that is false, inaccurate, outdated or incomplete or that is in violation of the provisions of this Article, LITA.co will be entitled to suspend or cancel the User's account without delay and to refuse the User access to all or part of the Site's services both immediately and in the future.

Users undertake only to provide valid documents and information that is true, accurate and complete on the Platform.



Once the identity check has been validated by the payment service provider (or electronic money institution), an electronic wallet (or a payment account) will be automatically opened in the name of the Member-Investor, who can then invest in the Offers published on the Platform.

Every validated Member-Investor has a unique profile, with a dedicated space, which will be valid for an indefinite period as long as the T&Cs are complied with and subject to regular updates in accordance with the Applicable Regulations.

### **7.3. Cooling-off period and right of withdrawal for non-sophisticated Validated Member-Investors**

In accordance with the applicable Regulations, non-sophisticated Investors have a cooling-off period during which they may withdraw their subscription request (or expression of interest) for an Offer at any time without the need to provide justification and without incurring any penalty. The cooling-off period begins to run from the moment the non-sophisticated potential Investor makes a subscription request (date indicated on the subscription form) or expresses interest, and expires four calendar days later.

## **8. FUNCTIONING FOR PROJECT OWNERS**

LITA.co allows Project Owners to offer Users the possibility of investing in securities that will be issued to finance their Project and of bringing together a community of Investors who will participate in the subscription to the securities issued by the Project Owner and put forward, directly or indirectly, for subscription on the Site.

To use LITA.co Services, the Project Owner must submit a file on the site by going to the '**entrepreneur**' space and clicking on '**Apply**' or by clicking [here](#).

The Project Owner is then invited to complete the questionnaire and upload the evaluation elements of his or her Project as well as his or her personal information. He or she will receive a confirmation email on receipt of the file. The LITA.co team will contact the Project Owner in order to assess the eligibility of the Project and the company owning it according to the LITA.co selection criteria. However, given the very large number of financing requests received each month on the Platform, companies initiating a request are informed that if no response is received within one month, they should consider their request to have been refused.

## **9. REMUNERATION OF LITA.CO**

### **9.1. Investors**

Registration on the [WWW.LITA.CO](http://WWW.LITA.CO) platform is completely free of charge.

If he or she invests in a Project within the framework of a crowdfunding Offer on the Platform, the User – who is then referred to as an 'Investor' – will pay a commission to LITA.co of 1 to 3% including tax of the amount invested, for each subscription made, to cover costs relating mainly to order reception and transmission services and administrative costs relating to the payment service.

- 3% including tax if the investment is less than €6,000,
- 2% including tax if the investment is between €6,000 and €15,999,
- 1% including tax if the investment is greater than or equal to €16,000.

This commission is included in the amount of the investment and will therefore be automatically deducted from the subscription amount paid by the Investor.

The amount of the commission is stated inclusive of tax.

If a crowdfunding Offer is not implemented, whether due to failure to reach the minimum amount sought or for any other reason, all subscription requests will be void and the amount of all subscriptions, including all fees and commissions paid to LITA.co, will be reimbursed to Investors who have asked to subscribe to the securities in the non-implemented Offer, up to the amount paid by each Investor.

No other fees (such as management fees or exit commissions) will be invoiced by LITA.co to the Investor.

### **9.2. Project Owner**



Entrepreneurs wishing to submit an application on behalf of their company for the financing of a project as Project Owner may submit their application on the platform [www.lita.co](http://www.lita.co), completely free of charge, [here](#). If the company is pre-selected as a Project Owner according to the selection process described [here](#), LITA.co will enter into a CSP service contract describing the crowdfunding and ancillary services that it wishes to make available to the Project Owner as well as the remuneration of LITA.co.

Once the crowdfunding request has been validated (corresponding to the commencement of the pre-funding phase for the project information sheet), Project Owners have access to a dedicated online space where they can monitor the progress of the pre-funding and funding campaigns and then manage their community of Investors throughout the life of the financial product (for example through financial reporting and the organisation of general meetings).

Project Owners are informed that it is a requirement under the Applicable Regulations that the information communicated or disseminated to LITA.co and its Investors, and more generally to Users, is true, accurate, complete and, where applicable, updated in the event of any change between the opening and closing of the Offer if such change has a significant impact on investment decisions. If an update of this kind is required, the Applicable Regulations may impose other obligations, such as the creation of a possibility for Investors to request the cancellation of subscription requests. In addition, the dissemination of any information that does not meet the aforementioned conditions is likely to engage the liability of the Project Owner and its managers in accordance with the Applicable Regulations and the CSP service contract with LITA.co.

## **10. PROTECTION OF PERSONAL DATA**

### **10.1. GDPR privacy policy**

Under the regulations based on GDPR (Regulation (EU) 2016/679 of 27 April 2016), like any data controller, LITA.co is required to inform its Users of the nature, purpose and procedures of its processing of the personal data of its Users and of the rights resulting from these processing operations. The purpose of this information is to inform Users in complete transparency of the way in which LITA.co processes the personal data of its Users when they register on the Site to access the Services progressively according to the steps indicated in Article 5 above, and of the LITA.co's commitment to taking all measures likely to ensure compliance with and the integrity and security of such measures for its Users.

### **10.2. Data collected and purposes of collection**

As part of the User's relations with LITA.co and to enable the latter to comply with the Applicable Regulations relating to its activity, as regulated at European and national level and supervised by the AMF, LITA.co is required to collect and process personal information concerning each User, in particular through the answers to the online questionnaires used at each of the registration stages indicated in Article 5 above. In any case, the data concerned are exclusively those sufficient and strictly necessary for the purpose for which they are processed, generally associated with the proper functioning of the Services provided by LITA.co and the payment service provider of which LITA.co is the agent, in application of the tripartite general terms and conditions of use relating to the payment services, and with the compliance with the Applicable Regulations of:

- the identification data, such as your surname, first name, gender, email address, password, postal code and country of residence, and telephone number;
- data to meet our regulatory obligations, such as your acceptance of these T&Cs and the risks associated with investment operations, the suitability test, your banking details, your personal and financial situation and any other data obtained with your consent or collected in accordance with what the regulations require;
- data specific to Project Owners, such as date of birth, family situation and any other information relating to their project and what potential investors need to know in order to understand the project properly;
- statistical data, such as your browser and the hardware you use, for the purposes of administering our system, improving the quality of our services and providing statistics.

These data have been collected following online requests from LITA.co during the registration of each User on the Site as a Member, and tests including the entry knowledge test in order to obtain 'Member-Investor' status or the investment process with a view to obtaining Investor status within the meaning of Article 5 above, with an explicit, legitimate, proportionate and defined purpose.

The purpose of this data collection is strictly linked to the provision of the Services, including newsletters and regular communications regarding new Offers or new Projects and to obligations arising from the Applicable Regulations; data collection is also necessary for the execution of Services, particularly in terms of managing the 'Investor' account on the Site, monitoring the customer journey and the investments made, and ensuring the quality and security of the Services. With regard to the Site, it is essentially limited to collecting statistical data on visits, using the tools and software indicated in Article 11.2 below.

### **10.3. Personal data controller**

The personal data controller, who guarantees the security and confidentiality of the data, is the Managing Director of 1001PACT, a simplified joint-stock company with a capital of 40,005 euros, whose registered office is at 118/130, avenue Jean Jaurès, 75169 PARIS Cedex 19, entered in the register of trade and companies under the unique identification number 805 139 383 RCS Paris ('LITA.co'), as a crowdfunding service provider (CSP) under the number FP-2023-27, for the operation of the Site (URL: [www.lita.co](http://www.lita.co)).

### **10.4. Recipients of these collected data**

- LITA.co personnel: restricted to back office and information system personnel with specific authorisation who are responsible for monitoring your file, and who have received awareness training concerning the security and confidentiality of your data;
- LITA.co's data processors: IT service providers, the hosting service provider, secure online payment provider, accountant. These data processors act solely on our instructions and only have access to your personal data to provide the services that we entrust to them. They are bound by the same security and confidentiality obligations as us;
- Where applicable, the public authorities: if they request data from us or in the context of our legal and regulatory obligations. In such cases, only the information strictly necessary to respond to the request is communicated.

LITA.co confirms that Users' personal data remain on servers located in the European Union and that they are only communicated to people who need to have access to them for the purposes of providing its Services, to the exclusion of all uses for commercial or advertising purposes originating from third parties, and more generally that they are not subject to any disclosure to third parties apart from the above-mentioned cases.

In any case, Users' personal data will not be transferred for purposes other than those set out above, unless their prior consent has been obtained, which may be withdrawn at any time.

### **10.5. Retention period for your data**

LITA.co keeps Users' personal data for as long as is strictly necessary to accomplish the above-mentioned purposes and more particularly for a period of **three years** from when you deregister from the Site, to comply with our legal obligations and to provide proof of a contract or right. At the end of this period, the data are deleted, except for those whose retention by means of archiving is obligatory for a longer period under the Applicable Regulations.

### **10.6. Security measures put in place**

LITA.co implements physical and logical security measures to guarantee the integrity of Users' personal data, and asks its processors to do the same.

These measures consist in particular of the protection of computers by passwords, logging out in the event of absence, regular data backups kept in a secure location, encryption of data during transfers, an authorisation procedure and the protection of the premises.

These measures are intended to ensure the security, integrity and confidentiality of the personal data of the persons concerned.

## 10.7. Users' rights and how to exercise them

Under these new regulations, Users will be able to:

- **Gain access:** you have a right of access to the personal data concerning you that we hold. You can exercise this right by sending us a letter at the address mentioned in Article 10.3 above;
- **Rectify:** if you consider data to be incomplete or incorrect, you may ask us (also by letter) to rectify them, which we will do as soon as possible;
- **Restrict:** in certain cases listed fully in Article 18 of GDPR, you have the right to ask us to restrict the processing of your personal data;
- **Transfer:** you have the right to the portability of your personal data and their transfer to the recipient of your choice, in an easily transferable form;
- **Delete:** you may ask our company to delete your personal data, particularly when we no longer have a legitimate and proportionate reason for retaining it. However, LITA.co draws your attention to the fact that the deletion of data may make access to the Site or the Services impossible;
- **Submit a complaint:** every User has the right to submit a complaint to the CNIL if he or she considers that LITA.co has exceeded its rights. However, LITA.co would be grateful if you would contact it first in order to find a solution that is acceptable to you (email address: [contact@lita.co](mailto:contact@lita.co) and contact details indicated in Article 10.3 above);
- **Object:** if you no longer wish to be the recipient of newsletters and/or investment proposals, simply click on the specific link included on this type of email from LITA.co;
- **Give instructions after your death:** you have the right to give specific instructions regarding the fate of your personal data after your death.

Finally, to exercise any of the rights above, a User should write to us at the address mentioned in Article 10.3 above, accompanied by a copy of his or her valid and duly signed identity document.

## 11. HYPERLINKS – COOKIES

### 11.1. Hyperlinks

The Site may contain hyperlinks to other sites present on the Internet network and not belonging to LITA.co.

In this context LITA.co is in no way responsible for the content, personal data protection charter or practices of third-party sites.

### 11.2. Cookies

The use of the Site's features may require the installation of 'cookies' – text files which are placed on your computer as you browse our Site and are either essential for the use of our services or optimise consultation of the Site by improving and personalising your user experience. Cookies may also enable us to understand the use made of our Site (pages visited, visit route) and to prepare visit statistics in order to improve its ergonomics. They are implemented by Google Analytics, Matomo, Facebook Ads, Google Ads, Hubspot, Microsoft Ads, Twitter ads, LinkedIn Ads and PostHog.

In any case, refusing or deleting these cookies has no effect on the ability of Users to browse our Site.

As indicated in Article 7.1 above, it is possible to log in from a Google or LinkedIn account, which generates a third-party cookie from the social media platform in question.

Users have various means at their disposal for managing the implementation of these cookies, including their permanent deletion. It will be recalled that most browsers (Chrome, Internet Explorer, Safari, Firefox, etc.) accept these cookies by default. It is possible for each User to modify this default setting by going to the settings of his or her browser, the configuration of which varies from browser to browser (see the conditions of the browser used by the User and the associated path).

Users may then either block cookies or ask their browser to inform them in advance of the installation of a cookie, or to delete it, bearing in mind that they have a limited lifespan on computers.

## 12. INTELLECTUAL PROPERTY

The elements reproduced on this Site are the exclusive property of LITA.co and as such are protected by copyright.

Any reproduction and distribution of these elements without prior written authorisation from LITA.co may give rise to legal action.

Project Owners grant LITA.co the right to use, store, publish, modify, copy and communicate the information and documents communicated in connection with the financing Offer for their Project in accordance with the Applicable Regulations, and grants LITA.co the right to reproduce, modify, communicate and publicly exploit the content provided without further authorisation, modification or financial compensation for the Project Owner or any third party.

Project Owners grant a free licence to use all the rights and visuals published on the Platform for the purposes of dissemination on the Platform and otherwise for the crowdfunding Offer in accordance with the Applicable Regulations.

The rights granted by the Project Owner to LITA.co are limited to the operation, promotion and improvement of services offered by the Platform. This authorisation remains in force for the period necessary for the implementation of the services in accordance with the Applicable Regulations and for the legal period of protection of the Project Owner, even if he or she ceases to use the services of LITA.co.

### **13. SEVERABILITY**

If any of the provisions of these T&Cs is void under the law and the regulations in force, this will not affect the other provisions which will retain their full force and scope.

### **14. DISCLAIMER**

#### **14.1. Information**

The Project Owners are responsible for the content of information, documents and other data about them, in whatever form, published on the Platform. LITA.co gives no guarantee concerning this information and these documents and other data provided by the Project Owners.

LITA.co also does not warrant that its services will be performed properly and completely. Thus, the investment service carried out through the Platform under the conditions provided for by the Applicable Regulations is not guaranteed in any way.

It is up to each User to gather and verify information in order to make his or her investment decision.

#### **14.2. Investments**

The value of an investment offered on the Platform, determined using traditional valuation techniques, is set according to its potential future performance and is submitted for the opinion of the Investment Committee. The cyclical nature of an investment's value should be taken into account when making an investment decision.

Likewise, the valuation of the investment is determined in a manner that takes account of the expertise of the LITA.co team. However, given the cyclical nature of security values, LITA.co cannot guarantee the accuracy of such valuations.

In any case, LITA.co is subject to a best-effort obligation regarding the performance of its services, and therefore cannot guarantee either the success of the investment or its fair valuation.

### **15. LIABILITY**

#### **15.1. Information**

The information and documents available on the Site come from sources which have been the subject of a Limited Review, which has not identified any reason to consider them unreliable. However, no guarantee is given by LITA.co as to their reliability, responsibility for which lies with the Project Owner

in accordance with the Applicable Regulations. In addition, regular updates will be made by the LITA.co team to take account of changes.

However, LITA.co accepts no liability for any inaccuracies, errors or incompleteness in the information provided. It is therefore the User's responsibility to verify the accuracy, quality and effective updating of the information provided.

Likewise, LITA.co accepts no liability for any failure to provide information or documents on the part of the Project Owners or their manager.

### **15.2. Use of the Site - Personal account - Confidentiality**

Users are responsible for their use of the Site and their personal account. LITA.co therefore accepts no liability for any damage resulting from a User's misuse of his or her account and in particular from the disclosure of the password to third parties, as well as from fraudulent use of the account.

If such an event occurs, the User is required to contact the LITA.co team as soon as possible in order to remedy the situation optimally.

Users are entirely responsible for the information they provide to LITA.co and warrant that it is accurate, true and legally compliant.

Investors must take the necessary precautions before making any investment and use the information available on the Platform in a discerning and critical manner.

LITA.co accepts no liability in the event of Users failing to comply with the T&Cs. LITA.co declines all liability in the event of delay, non-reimbursement or cancellation of an Offer by the Project Owner or failure on the part of the Payment Service Provider (or electronic money institution).

Consequently, LITA.co will not be liable in the event of a Project Owner failing to comply with its obligations in terms of its commitments to Investors. LITA.co in no way guarantees the proper performance of the Project Owners' commitments, whether financial or extra-financial.

While LITA.co takes the utmost care with regard to the content of the Site, it does not guarantee that it is error-free, complete or up to date. LITA.co encourages Users to check the site regularly in order to be up to date with the latest changes.

LITA.co may not be held liable for any shortcoming in the security or confidentiality of the data that are collected and, where applicable, exchanged in connection with the use of the Platform, unless the fault is attributable to it. Thus, purely by way of example, Users are informed that they must keep their access data confidential and store it under appropriate IT security conditions.

LITA.co accepts no liability for any possible deterioration, suspension or interruption of the Services attributable to force majeure, to an external cause such as the action of a User or a third party, or to unavoidable unforeseen developments that may arise from the technicalities and complexity of implementing the Services or maintaining a website such as the Site. LITA.co declines all liability for any errors, omissions, viruses or results of improper use of the Platform. Moreover, LITA.co accepts no liability for technical problems and incidents that may occur and entail the risk of data loss.

### **15.3. Investors**

LITA.co undertakes to inform the Investor if an Offer or Project is delayed or cancelled. If such an event occurs, LITA.co cannot be held liable for the consequences and any damage resulting from the delay or cancellation of the Offer or a Project.

In accordance with the terms of Article 14.2 above, LITA.co's mission is therefore subject to a best-effort obligation, and it is expressly agreed between the parties to the T&Cs that LITA.co cannot be held liable in the event of the total or partial loss of the investment.

Likewise, LITA.co may not be held responsible for any dispute arising between the Project Owner and the Investor, relating in particular to securities subscribed to on the Platform.

## **16. TAXATION**

The User acknowledges that the information provided by the Platform does not constitute tax advice in any way and is provided for information purposes only. LITA.co cannot be held responsible for the tax consequences associated with an Offer. LITA.co recommends that Users and Project Owners consult

a tax or legal advisor in order to receive advice tailored to their personal situation. It is up to the individual Investor to verify his or her eligibility for tax reductions or tax advantages of any kind on all or part of the Investments made through the Platform, in accordance with the Applicable Regulations.

LITA.co does not have the capacity to verify the accuracy of the tax information communicated by an Investor and accepts no liability for any possible inaccuracies, errors, or incompleteness in such information.

Any Investor wishing to participate in an Offer is informed that the interest rates displayed on the Platform are nominal rates which do not take account of the impact of taxation or social security contributions. Investors are also informed that any interest they receive in the context of an Investment remunerated in this way may be subject to amounts withheld and/or deductions at source, depending on the applicable tax and social security regime.

Since the tax and social security regime may be modified at any time, LITA.co gives no undertaking and will incur no liability in this respect towards Investors or more generally towards its Users or Project Owners.

When it is legally required to do so, LITA.co sends the tax authorities an annual declaration mentioning in particular, for each presumed Investor liable for tax in France, the Investor's identification details, his or her status as a private individual, the gross income received and the amount of tax deducted at source by LITA.co acting on behalf of the Project Owner as agent of the payment service provider as well as the category to which the income relates. A copy of this declaration is sent electronically to the Investor.

The Investor will receive, where applicable, the income attached to the securities subscribed to on the Platform, after deduction of the flat tax, which is paid to the public treasury by the Project Owner through LITA.co acting as agent of the payment service provider.

The application of the flat tax and social security contributions depends on the tax situation specific to each individual investor according to the declaration he or she has made to LITA.co via the investor's online space before 30 November of year N for application to year N+1. In the absence of a declaration by the Investor, LITA.co will apply the advance on flat tax.

With regard to the information or any preferential tax regime attached to the subscription, it is the Project Owner's responsibility to ensure the accuracy of the information or documents provided, including those relating to the tax regime if applicable. LITA.co does not provide any guarantee or undertaking regarding the tax regime associated with an Offer, the entire responsibility for which lies with the Project Owner and its managers.

## **17. RISK WARNINGS**

LITA.co warns Investors of the risks associated with Investments made on the Platform. Investment involves various specific risks:

- Investors may lose all or part of the funds they have invested, in the event of the Project Owner's bankruptcy;
- it may become impossible to liquidate all or part of the funds invested;
- in the case of subscriptions to simple or convertible bonds, the higher the advertised interest rate, the greater the risk that the Project Owner (or issuer) will not repay the entire amount borrowed.

The repayment of capital and the payment of interest by the Project Owner are not subject to any guarantee or insurance. We encourage you to diversify your investments in order to spread the risk. The Investor may not seek recourse against LITA.co in the event of total or partial loss of the invested funds.

LITA.co warns Project Owners of the risk of excessive debt. The decision to obtain crowdfunding in the form of a debt instrument is binding and the Project Owner must ensure that it is able to meet the deadlines for payment.

LITA.co reminds Investors that the Projects offered on the Platform are not covered by either the deposit guarantee<sup>2</sup> or the securities guarantee<sup>3</sup>.

As part of its authorisation as a crowdfunding service provider, LITA.co has entered into a contract currently in force for the purpose of the winding up of its activities, in the event that it is no longer able to carry them on.

## **18. COMPLAINTS**

Users may submit a complaint by the procedure described below. This procedure is accessible to any User by clicking on the 'General Terms and Conditions of Use' tab found on all pages of the LITA.co site (including the home page). The submission and processing of a complaint will not give rise to any costs for the User who initiated it.

### **18.1. Admissibility of complaints**

Provided that the following requirements are met, complaints will be processed according to the procedure described below:

All complaints must be made using a form to be downloaded by the User, available [here](#).

This form must be completed in full in one of the languages used on the LITA.co site, i.e. English or French. The complaint must be sent to the following email address: [contact@lita.co](mailto:contact@lita.co). Complaints must be addressed to Mr Julien Benayoun, Managing Director of 1001PACT, telephone: 01 87 65 20 42.

### **18.2. Processing of complaints**

#### **18.2.1. Receipt and admissibility of complaints**

LITA.co will provide a response to the customer who submitted the complaint within ten days of receipt thereof.

- If the complaint is not sent to the recipient indicated above and in the manner stated above, LITA.co will endeavour to pick up the complaint and give instructions to the User concerned as to how to formulate a new admissible complaint.
- If the complaint is sent to the recipient indicated above and in the manner stated above, but its content does not comply with the complaint submission format stipulated by the T&Cs. If non-compliance has led to an incomplete complaint which cannot be processed, LITA.co will inform the person who submitted the complaint and will indicate the additional information needed to finalise it.
- If the submitted complaint is rejected, LITA.co will inform the customer of this rejection and the reason for it.
- If the submitted complaint is complete and admissible, LITA.co will send an acknowledgement email to the author of the complaint, giving the contact details of the service in charge of processing the complaint (i.e. Customer Support - [contact@lita.co](mailto:contact@lita.co) - 01 87 65 20 42) as well as a guideline date by which the complaint will be responded to.

#### **18.2.2. Processing of admissible complaints**

The language of communication for processing complaints is that in which the complaint was submitted (English or French only). Communication must be carried out electronically. A complainant wishing to communicate on paper must explicitly request to do so.

Any decision in response to the complaint will be made by the guideline date mentioned in the acknowledgement of receipt. If, on an exceptional basis, this guideline date cannot be adhered to, the customer will be informed of the delay and the reasons for it by the guideline date, and will be given a new guideline date for the processing of the complaint.

If the response does not satisfy the customer, a final email will inform him or her of what can be done to take the matter further if he or she wishes.

### **18.3. Monitoring of complaints**

LITA.co will ensure that complaints are processed in a fair and equitable manner, and without preferential treatment for certain complainants.



All complaint submission files will be recorded in an administrative file at LITA.co.

#### **18.4. Mediation**

If the User is not satisfied with the response provided by LITA.co or if no response is made within two months, the User may contact the consumer mediator chosen by the association Financement Participatif France of which LITA.co is a member:

Médiation de la Consommation & Patrimoine – MCP

SARL with a capital of €5,000

12 square Desnouettes – 75015 Paris

Trade and Companies Register of Paris number 840 463 129

URL: [www.mcpmediation.org](http://www.mcpmediation.org)

On the mediation website: [www.mediation-net-consommation.com](http://www.mediation-net-consommation.com) (tab for consumers)

or

by post: MEDIATION-NET Consommation, 34 rue des Epinettes 75017 Paris.

The solution proposed by the mediator is not binding on the parties to the dispute, who remain free to exit the mediation process at any time.

Consumer mediation only applies to Users who are natural persons.

Consumer mediation is restricted to relations between funding providers and platforms (excluding relations with a Project Owner or payment service provider).

As the solution provided by the mediator is not binding on the parties to the dispute, in the absence of an amicable solution, either party may bring the matter before the competent courts in accordance with Article 20 below.

However, Users who do not wish to seek legal recourse may also contact a judicial conciliator: <https://www.service-public.fr/particuliers/vosdroits/F1736>

The solution provided by the mediator is not binding on the parties to the dispute.

### **19. MODIFICATION, DURATION AND END OF THE GENERAL TERMS AND CONDITIONS**

#### **19.1. Modification of the T&Cs**

Any proposed modification of the T&Cs will be communicated by email by LITA.co to Users, in a clear and understandable manner, on a durable medium. Users will be informed in the same communication that if they do not accept these new terms and conditions, they may terminate their acceptance of the T&Cs without any cost and without the right to compensation within a period of four months following the date of the email containing the proposed modification.

The provisions of the first paragraph do not apply if the envisaged modifications:

1° are exclusively for the benefit of Users,

2° are purely administrative in nature and have no negative impact on Users, or

3° arise directly from the applicable legislation.

Likewise, if a User is engaged in an Offer, termination will only affect his or her access to the Platform, LITA.co services or future Offers. It will neither entail a withdrawal outside the specific mechanisms provided for in Article 7.3 above nor lead to a termination of the User's acceptance of the T&Cs without an express request being made to this effect, if an investment is in the process of being terminated or has been implemented.

#### **19.2. Duration of the T&Cs**

The T&Cs are concluded between Users and LITA.co for the entire duration of use of the Site and Services.

### **19.3. Termination of acceptance of the T&Cs**

The User may terminate his or her acceptance of the T&Cs provided that he or she is not engaged in an Offer and is not an Investor. The User must send the termination request by email to: [contact@lita.co](mailto:contact@lita.co).

In order to identify the contract to be terminated, the following information must be transmitted or confirmed by the User:

- surname and first name, or if the contract was concluded with a legal entity, the company name;
- email address;
- the User's postal address (to enable LITA.co to confirm receipt of notification of termination);
- the desired termination date, subject to applicable constraints.

LITA.co will then confirm receipt of this notification to the User and must inform the User, within a reasonable time, of the date on which the T&Cs will cease to apply and the effects of the termination.

Once termination has taken place, the User is informed and accepts that he or she may not consult the Site without being considered to have accepted the T&Cs again.

LITA.co reserves the right, without notice, to suspend, interrupt or terminate the T&Cs as well as all access to the services associated with the use of the Platform, depending on the status of the User, in the event of abusive or wrongful behaviour on the part of the User causing serious disruption to the proper functioning of the Site, the interests of LITA.co or a third party (in particular a Project Owner or another User).

## **20. JURISDICTION CLAUSE**

The T&Cs are governed by French law.

Any dispute relating to the formation, implementation or interpretation of the T&Cs in the absence of an amicable agreement, will in all circumstances be submitted to the competent court within the jurisdiction of the Paris Court of Appeal, after application of the complaints procedure in the event of a dispute initiated by a User, and the mediation procedure provided for in Article 18.4 above.

This clause also applies in the event of summary proceedings, warranty claims, incidental claims or multiple defendants and regardless of the method and terms of payment.

A 'US person' is a person classified as an American taxpayer under United States tax law. This classification has serious consequences for financial institutions and the people concerned, in terms of tax declarations to be made and the application of withholding taxes on all financial flows.

<sup>2</sup> Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes.

<sup>3</sup> Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor-compensation schemes.